



POLK COUNTY
BOARD OF COMMISSIONERS' REGULAR MEETING
February 22, 2016 – 7:00 P.M.
R. Jay Foster Hall of Justice
Womack Building
Columbus, NC
AGENDA

1. Call to Order – Chair Pack
2. Invocation – Mr. Ted Owens
3. Pledge of Allegiance – Commissioner Gasperson
4. Approval of Agenda – Agenda items may be added and/or deleted at this time.
Motion to approve.
- ✓ 5. Consent Agenda
 - A) February 8, 2016, regular meeting minutes.
 - B) Department of Social Services Records Retention Schedule – A copy of the entire schedule is available for review in the Clerk to the Board's office.
 - C) Public Hearing for the Tryon Equestrian Waterline Extension Project Community Development Block Grant (CDBG) Closeout as Required by the State – To schedule a public hearing on March 7, 2016, at 7:00 P.M. in the R. Jay Foster Hall of Justice, Womack Building to close out the project.
*Motion to approve the consent agenda. **Pages 1-16.***
6. Citizen Comments
7. Polk County Property Revaluation Update – Melissa Bowlin, Tax Administrator, and Wampler Eanes Appraisal Group revaluation coordinator Robert Haskins will present the information.
- ✓ 8. Project Bids for Hwy. 9 Sunny View Waterline Extension from Sunny View School to the County Line + Green Creek Waterline Extension on Ken Miller Rd. – Dave Odom of Odom & Associates will present the bids. Motion to approve. **Pages 17-18.**

- ✓ 9. Turner Shoals Dam Project Initial Phase – Mr. Odom will present the information. Motion to approve. **Pages 19-44.**
- ✓ 10. Moseley Architects Agreement for the Design of a County Jail & Law Enforcement Facility – To consider approval of the Moseley Architects contract. Motion to approve. **Pages 45-71.**
- ✓ 11. Project Budget Ordinances, Budget Amendments & Resolution – Sandra Hughes, Finance Director, will present the information. A) Project Budget Ordinance, Hwy. 9 Waterline Extension & Ken Miller Rd. Extension - Construction of the Hwy. 9 waterline extension from Sunny View School to the Polk County line, and for the Ken Miller Rd. waterline extension. Motion to approve. B) Budget Amendment #40, Water Capital Fund - To transfer unspent funds from Green River Church waterline to Hwy. 9 and Ken Miller Rd. Motion to approve. C) Budget Amendment #4, Transfer to Water Capital - To appropriate General Fund balance to construct waterline from Hwy. 9 to Ken Miller Rd. Motion to approve. D) Budget Amendment #41, Water Capital Project Fund - To transfer funds from the Capital Reserve Fund to the Water Capital Project Fund for a stability analysis, dam modification preparation, and permitting. Motion to approve. E) Project Budget Ordinance, Detention & Sheriff Facility - Architectural Design. Motion to approve. F) Budget Amendment #5, Transfer to the Capital Project Fund, Detention/Sheriff Facility – To appropriate General Fund balance to Capital Project Fund for the schematic design and design development phases for a Detention & Sheriff Facility. Motion to approve. G) Resolution Declaring the Intent to Reimburse Expenditures for the Polk County Detention & Sheriff Office Facility capital project through financing. Motion to approve. **Pages 72-78.**
12. Manager's Report – Update on the Polk County Mobile Driver License Unit.
- ✓ 13. Volunteer Board for Vote – Planning Board - 1 Tryon Township application, 1 Tryon Township vacancy. Motion to approve. **Pages 79-80.**
- ✓ 14. Volunteer Boards for Review – Animal Cruelty Investigators - 1 application, 4 vacancies; Economic & Tourism Development Commission - 15 applications, 15 regular vacancies; Economic & Tourism Development Commission, Ex-Officio Members - 7 applicants, 7 vacancies; Green Creek Fire District Tax Commission - 3 applications, 3 vacancies; Planning Board - 1 "At Large" application; 1 "At Large" vacancy. **Pages 81-104.**
15. Commissioner Comments
16. Adjournment – Motion to adjourn.

✓ Indicates information is included in the agenda packet.

POLK COUNTY
BOARD OF COMMISSIONERS' PUBLIC HEARING & REGULAR MEETING
February 8, 2016 – 7:00 P.M.
R. Jay Foster Hall of Justice
Womack Building
Columbus, NC
MINUTES

PRESENT: Chair Pack, Vice-Chair Holbert, Commissioner Bradley, Commissioner Gage and Commissioner Gasperson. Also in attendance were County Manager Pittman, County Attorney Berg, Clerk to the Board Fehrmann, media and citizens.

1. Call to Order of the Public Hearing to Consider "An Ordinance Concerning Bona Fide Farms, Recreational Vehicles, and Defining Eaves; Amending the Polk County Zoning Ordinance to Authorize Recreational Vehicles in Zoning Districts" - Chair Pack called the public hearing to order. The purpose of the public hearing was to take public comment on "An Ordinance Concerning Bona Fide Farms, Recreational Vehicles, and Defining Eaves; Amending the Polk County Zoning Ordinance to Authorize Recreational Vehicles in Zoning Districts". Planner Cathy Ruth was present to answer questions regarding the three proposed changes. The public hearing was properly advertised in the Tryon Daily Bulletin. Information regarding the ordinance was included in the agenda packet under Agenda Item #11.
2. Citizen Comments – There were none.
3. Commissioner Comments – There were none.
4. Adjournment – Commissioner Gage moved to adjourn the public hearing, seconded by Commissioner Bradley and the motion carried unanimously.
5. Call to Order of the Regular Meeting – Chair Pack called the regular meeting to order.
6. Invocation – Commissioner Bradley gave the invocation.
7. Pledge of Allegiance – Sheriff Donald Hill led the pledge.
8. Approval of Agenda – Vice-Chair Holbert informed the Board that he had worked with the Clerk to the Board to correct a typographical error in the January 25, 2016, regular meeting minutes. Commissioner Gasperson recommended the procedure the BOC uses to appoint members to volunteer boards be changed from one of a simple majority vote to one which requires a motion, a second, and a vote for each individual volunteer board applicant. Commissioner Gasperson received no board support for his recommendation. Commissioner Gage moved to approve the agenda, seconded by Vice-Chair Holbert and the motion carried unanimously.
9. Consent Agenda
 - A) January 25, 2016, regular meeting minutes.

- B) Tax Department January 2016 refund request.
- C) North Carolina Department of Health & Human Services, Division of Social Services: Community Services Block Grant Program FY 2016/17 Application for Funding – To consider approving the application to the state for funding of this ongoing Western Carolina Community Action Community Services Block Grant Program.

Commissioner Gage moved to approve the consent agenda with the typographical correction to the minutes, seconded by Vice-Chair Holbert and the motion carried unanimously.

10. Citizen Comments – Sky Conard said the majority of the Board remains consistent with its will to abandon its duties and obligations to safely repair Turner Shoals dam. Regarding Agenda Item #13, Michael Veatch said the 2008 purchase of Lake Adger and Turner Shoals Dam was a complex transaction and, at the time of purchase, it was clearly understood that the reservoir would serve only Polk County - water would not be distributed to out of state customers - and the county was committed to maintaining Turner Shoals dam. County Manager Pittman confirmed that Turner Shoals dam is currently in compliance with DENR.
11. An Ordinance Concerning Bona Fide Farms, Recreational Vehicles, and Defining Eaves; Amending the Polk County Zoning Ordinance to Authorize Recreational Vehicles in Zoning Districts – Commissioner Gage moved to adopt An Ordinance Concerning Bona Fide Farms, Recreational Vehicles, and Defining Eaves; Amending the Polk County Zoning Ordinance to Authorize Recreational Vehicles in Zoning Districts; and further moved that the Board finds whereas the Polk County 20/20 Vision Plan states that Polk County considers the preservation of farmland essential to maintaining a strong local economy, and whereas the plan states that Polk County considers the protection of its natural assets to be crucial to the preservation of the county's overall quality of life, and whereas the Polk County Board of Commissioners find this ordinance is consistent with the plan, in particular the aforementioned portion, and declares that for the foregoing reasons this ordinance promotes the public interests, seconded by Commissioner Bradley and the motion carried unanimously.
12. Resolution of the Board of County Commissioners Calling for a Special Referendum on a Proposed Alteration in the Structure of the Board – This item was placed on the agenda by Commissioner Gage for the Board to consider adopting a resolution calling for a referendum to change the Commissioners' terms of office from staggered two-year/four-year terms to staggered four-year terms. Commissioner Gage said the BOC has learned a great deal since the April 22, 2013, adoption of a resolution to preserve the current term structure. He said consistency in government is extremely important, especially concerning local economic development and, given elections are expensive, staggered four-year terms would help ease the financial burden of running for office. Furthermore, the referendum allows the citizens to decide the issue. Commissioner Gage moved to adopt a resolution of the Board of County Commissioners calling for a special referendum on a proposed alteration in the structure of the board from staggered

two-year/four-year terms to staggered four-year terms, seconded by Commissioner Bradley.

Commissioner Gasperson read the following statement by then BOC Vice-Chair Ted Owens as recorded in the April 1, 2013, meeting minutes, and asked that the statement be included in the minutes verbatim: "Last week I had the privilege to speak with the 4th and 5th grade students at Polk Central about county government. The knowledge and understanding these young boys and girls have made me realize we not only have one of the best school systems in the state, but that we are unique as well. Also, I listened to the tape of the comments the public made at our last meeting concerning four year terms. Just to name one or two, Mr. Bole, Emily Clark and Dave Maxwell and others made some good points. One especially by Mr. Bole about Polk County did not have to be like the other 91 counties in our state and I completely agree with that. Besides that county commissioners were created by the North Carolina Constitution in 1868 and our present system of electing county commissioners has served us well over a 100 years. As the old adage says 'If it is not broken, don't break it to fix it.' The bottom line is this, it is working well as is, so let's don't break it."

Commissioner Gasperson read the following statement by then BOC Commissioner Tom Pack as recorded in the April 1, 2013, meeting minutes, and asked that the statement be included in the minutes verbatim: "Commissioner Pack recommended that at the next regular meeting the Board consider adopting a resolution stating that the current Commissioners want the Commissioners' terms to remain the same, and the Board concurred."

Commissioner Gasperson read the following resolution adopted by unanimous vote on April 22, 2013, and asked that the resolution be included in the minutes:

**RESOLUTION
POLK COUNTY COMMISSIONER TERMS**

WHEREAS, members of the Polk County Board of Commissioners have historically served two/four year staggered terms; and

WHEREAS, this structure of the Board of Commissioners has served Polk County Government and the citizens of our county effectively and well for over one hundred years.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Commissioners do not wish to alter the current term structure of the Board of Commissioners.

Commissioner Gasperson said he voted for the April 22, 2013, resolution and continues to believe the Commissioners' terms should remain the same. With a motion and a second on the floor, the motion carried 4-1 (Gasperson opposed).

13. An Overview of the County's History with Lake Adger – Commissioner Gasperson asked that this item be placed on the agenda. Commissioner Gasperson reviewed portions of the October 15, 2007, and May 1, 2008, meeting minutes, which are on

file as Pages 49-55 of the current meeting's agenda packet. Commissioner Gasperson said that back in 2007 the county began researching the possibility of forming a water authority. Commissioner Gasperson read the following excerpt from the May 1, 2008, regular meeting minutes and asked that it be included in the minutes verbatim: "Commissioner Owens said the proposed agreement will allow Polk County to utilize the water resources of the Green River for all its citizens by way of an intake at Lake Adger which, the County is advised, is the most advantageous, cost effective, and environmentally responsible means of securing such water resources. Therefore, on this first day of May, 2008, Commissioner Owens made a motion that this Polk County Board of Commissioners approve this Resolution Authorizing the Agreement for Purchase of Sale of Property By and Between County of Polk and Northbrook Carolina Hydro, L.L.C, and that the appropriate budget amendments be approved, seconded by Commissioner Pack."

Commissioner Gasperson: 1) Said he applauded the purchase because it assured and ensured a reliable water source for the citizen of Polk County forever. 2) Noted the purchase price for Lake Adger and the Turner Shoals was \$1.6 million, and that the motion to complete the purchase carried unanimously. 3) Said that at the time of purchase an 8MDG water treatment plant was planned to be located on the county-owned 25 acre parcel adjacent to the Hwy. 9 transfer station.

Commissioner Gasperson read the following excerpts of statements made by then Commissioner Ted Owens as recorded in the May 1, 2008, meeting minutes, and asked that the statements be included in the minutes verbatim: "I sincerely thank God for the events that are taking place here tonight. Because 'Water is Life'. I want everyone to understand that obtaining a water supply for the citizens of this county is above any politics, any individual government entity or any one individual's wants and desires. This a momentous time in the history of Polk County!" "When Tom Pack and I took office a little over 3 years ago we had two goals: one is to work with the towns in anyway the county could and second to work with them to set up a Water Authority to reserve Green River as a water supply." ". . . the icing on this cake would have been a county-wide water authority!"

Commissioner Gasperson commended former BOC Chair Tommy Melton who, at the time of purchase, emphasized the non-partisan nature of the agreement to purchase Lake Adger and Turner Shoals Dam. Commissioner Gasperson read the following excerpt as recorded in the May 1, 2008, meeting minutes, and asked that it be included in the minutes verbatim: "Chairman Melton said he was appreciative of the elective officials and other distinguished guests in attendance to share this momentous occasion with the citizens of Polk County. He said it was Governor Easley who issued a statement five years ago asking the towns and counties to get their water systems in place. When you look at this Board you are looking at five men. You are not seeing partisanship, but non-partisanship. This is the one time that we can say we have supported life, because without water we do not have life. We have just experienced the worst drought in a hundred years and we are not out of it yet. The most precious resource for our citizens is water, and that is what this Board has secured for the future."

Commissioner Gasperson said he wanted everyone to think about the history of the purchase of Lake Adger and Turner Shoals dam, and to remember Commissioners change, but the actual Board of Commissioners entity continues.

Referring to the Adger Marina and Marina Boat Ramp Facility Public Access Agreement dated December 7th, 2004, Commissioner Gasperson asked County Attorney Berg what, if any, impact selling Lake Adger and Turner Shoals Dam would have on the extant Duke Energy non-exclusive recreational easement, an easement which ensures public access to the lake. County Attorney Berg said the non-exclusive recreational easement is a perpetual easement, and would pass to the next owner if the lake were sold. Commissioner Gasperson said the North Carolina Wildlife Resources Commission (NCWRC) pays an annual fee of \$15,000 per year to Lake Adger Developers, Inc., in lieu of the individual fee(s) described in the Recreational Easement. County Attorney Berg said the agreement states NCWRC, the Lake Adger Property Owners Association, Inc., Lake Adger Developers, Inc., and Polk County meet annually to discuss public access via and Lake Adger Marina and the Marina Boat Ramp Facility. However, the agreement does not specify who is to call the meeting, or where the meeting is to occur.

County Manager Pittman said he has not attended any such meeting during his tenure as county manager, but has had individual conversations with representatives of the aforementioned entities. County Attorney Berg said the agreement obligates NCWRC to maintain the access channel from the Lake Adger Marina and Marina Boat Ramp Facility to the main body of Lake Adger so watercraft can access the waters of the lake and boat ramp. County Manager Pittman said NCWRC is concerned about sedimentation flowing downstream from the Green River into the lake; the ongoing sedimentation issue needs to be addressed before a successful dredging operation can occur.

Commissioner Gasperson recommended, since the state owns the water in Lake Adger, the county endeavor to place a permanent easement for an 8 MGD water intake on Lake Adger so that the county would have access to water even if the lake is sold. Vice-Chair Holbert said the water intake should be sited below Turner Shoals Dam. County Attorney Berg said she was not sure an easement could be put in place, but the lake could be sold with the condition that the county will retain the right to construct an 8 MGD water intake facility on the lake or on a certain site below the dam. Chair Pack clarified by saying the county could sell Lake Adger and Turner Shoals Dam, but retain a portion of the property below the dam for a future water intake facility.

Commissioner Gasperson said Lake Adger is the most reliable source of water in case of the most severe of droughts. Vice-Chair Holbert said the lake did not have watershed protection when the county purchased it, but now it does and can therefore be used as a public water source. County Attorney Berg said the county could craft a provision to the sale of the lake and dam wherein the purchaser would agree not to impede the county's intake of water below the dam. Commissioner Gasperson said in an extreme drought it is possible little or no water would flow over the dam, and he recommended the intake facility be placed in a more secure location on Lake Adger itself.

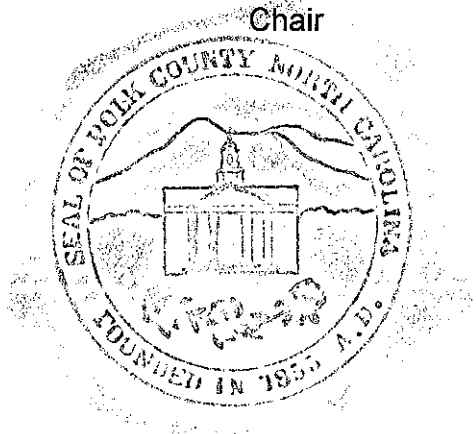
14. Manager's Report – The Smoky Mountain LME/MCO FY 2015/16 2nd Quarter Financial Report was presented. County Manager Pittman invited the Commissioners to attend an informational meeting with Smoky Mountain and stakeholders on February 17, 2016, at 10:00 A.M. in the Womack Building.
15. Volunteer Boards for Vote – Paula Kempton was appointed to the Library Board of Trustees by unanimous vote. Christel Walter was not appointed to the Planning Board by a 2-3 vote (Pack, Holbert and Gage opposed).
16. Volunteer Board for Review – One application for two Planning Board vacancies was reviewed.
17. Commissioner Comments – Commissioner Gasperson thanked everyone for coming out. Commissioner Gage reiterated that the state owns the water in Lake Adger. Commissioner Gage said the Board majority was criticized for the 75-year length of the proposed water agreement with Inman-Campobello Water District, but the county's agreement with Northbrook Energy is for 60 years, so 60 years must be the threshold. Vice-Chair Holbert said one reason a waterline was laid on Hwy. 9 was that providing public water to Sunny View Elementary School and Polk Central Elementary School - both of which previously relied on well water - precluded the need for expensive water testing in these schools. Vice-Chair Holbert said another reason for the Hwy. 9 waterline was the water storage tank at Sunny View Elementary School was leaking and would have been costly to replace. Commissioner Bradley and Chair Pack thanked everyone for coming out.
18. Adjournment – Commissioner Gage moved to adjourn the meeting, seconded by Vice-Chair Holbert and the motion carried unanimously.

ATTEST:

POLK COUNTY BOARD
OF COMMISSIONERS

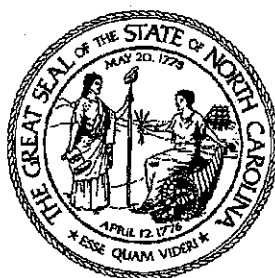
Beth Fehrmann
Clerk to the Board

Tom E. Pack
Chair



RECORDS RETENTION AND DISPOSITION SCHEDULE

COUNTY SOCIAL SERVICES AGENCIES



Issued By:



State Archives of North Carolina
NATURAL AND CULTURAL RESOURCES

North Carolina Department of Natural and Cultural Resources
Division of Archives and Records
Government Records Section

January 1, 2016

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County Social Services Agencies Records Retention and Disposition Schedule

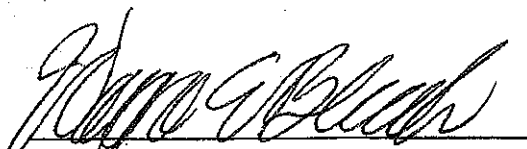
The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. The county social services agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. ***Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.***

This county social services agency and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods which allow these records to be destroyed when *"reference value ends."* The county social services agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that the Department of Natural and Cultural Resources has scheduled with the disposition instruction *"destroy when reference value ends."* If a county social services agency does not establish internal policies and retention periods, the county is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction *"destroy when reference value ends."*

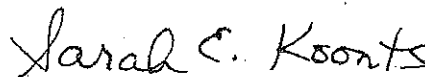
The county social services agency and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. The agency agrees to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED



Wayne E. Black, Director
DHHS, Division of Social Services

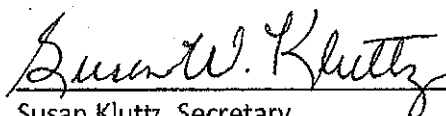


Sarah Koonts, Director
Division of Archives and Records

APPROVED



Richard O. Brajer, Secretary
Department of Health and Human Services



Susan Kluttz, Secretary
Department of Natural and Cultural
Resources

ACKNOWLEDGED (AGREED TO COMPLY)

County Social Services Agency, Director

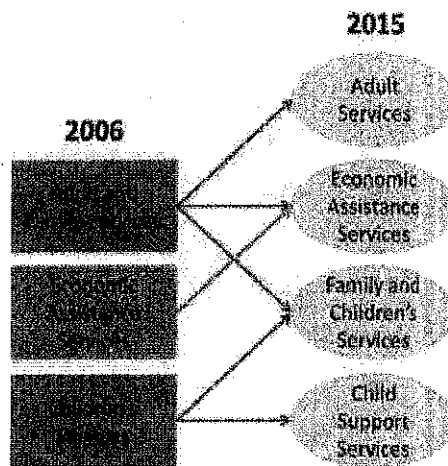
Chairman, Local County Board of Social
Services, Consolidated Human Services
Board, or Board of County Commissioners

County

_____, 2016

EXECUTIVE SUMMARY

- ✓ According to G.S. § 121-5(b) and G.S. § 132-3, you may only destroy public records with the consent of the Department of Natural and Cultural Resources (DNCR). The State Archives of North Carolina is the division of DNCR charged with administering a records management program. This schedule is the primary way the State Archives of North Carolina gives its consent. Without approving this schedule, your agency is obligated to obtain the State Archives of North Carolina's permission to destroy *any* record, no matter how insignificant.
- ✓ Each records series listed on this schedule has specific disposition instructions that will indicate how long the series must be kept in your office. In some cases, the disposition instructions are simply "Retain in office permanently," which means that those records must be kept in your office forever. In other cases, the retention period may be "destroy in office when reference value ends." An agency may have reference copies of materials, meaning "a copy of a record distributed to make recipients aware of the content but not directing the recipient to take any action on the matter" (From Richard Pearce-Moses, *A Glossary of Archival and Records Terminology*). Your agency must establish and enforce internal policies by setting minimum retention periods for the records that the State Archives of North Carolina has scheduled with the disposition instructions, "destroy when reference value ends."
- ✓ This schedule applies to the records of county departments of social services and the social services records of county consolidated health and human services agencies pursuant to Session Law 2012-126, which amended G.S. §153A-77 to allow for the consolidation of these agencies.
- ✓ Program Operational Records standards were updated to reflect the organization of county social services agencies, as depicted below. Please contact a Records Management Analyst if you would like a crosswalk between this schedule and the superseded 2006 schedule.



Reorganization of Program Operational Records Standards

- ✓ Records listed in Program Operational Records (Standards 6 through 10) and Budget, Fiscal, and Payroll Records (Standard 2) must be retained until released from all audits by the state Department of Health and Human Services (DHHS) Office of the Controller. The DHHS Office of the Controller provides this release through its North Carolina DHHS Records Retention and Disposition Schedule for Grants (DHHS Records Schedule for Grants), published semiannually on the DHHS Office of the Controller's website at <http://www.ncdhhs.gov/control/retention/retention.htm>. All financial and programmatic records, supporting documents, statistical records, and other records pertinent to a federal award must be retained in accordance with the DHHS Records Schedule for Grants.
- ✓ The DHHS Records Schedule for Grants lists, by federal funding source, the earliest date that records may be destroyed. To use the DHHS Records Schedule for Grants, you must know the federal funding sources that support the specific records in question. For each record, you must identify:
 - Which services are covered in the record;
 - The records retention and disposition instructions in this *County Social Services Agencies Records Retention and Disposition Schedule*;
 - How those programs are funded; and
 - If federally funded, whether the federal funding sources have been cleared for disposition by the DHHS Records Schedule for Grants.
- ✓ This *County Social Services Agencies Records Retention and Disposition Schedule* must be used in conjunction with the DHHS Records Schedule for Grants. Where there is a discrepancy between this schedule, the DHHS Records Schedule for Grants, any American Psychological Association rules, or any state or federal statutes or legal requirements, you must use the most restrictive, i.e., the longest, retention period.
- ✓ Records of programs and services fully or partially funded by Medicaid must be retained for a minimum of 10 years.
- ✓ NC FAST (North Carolina Families Accessing Services through Technology) is overseen by DHHS. NC FAST is intended to facilitate file access and encourage collaboration. According to the Office of NC FAST, the NC FAST Document Management System does not change the retention guidelines established by this schedule and the DHHS Records Schedule for Grants.
- ✓ E-mail is a record as defined by G.S. § 121-5 and G.S. § 132. It is the content of the e-mail that is critical when determining the retention period of a particular e-mail, including attachments, not the media in which the record was created. It is important for all agency employees and officials to determine the appropriate records series for specific e-mails and retain them according to the disposition instructions.

- ✓ The State Archives of North Carolina recommends that all agency employees and officials view the tutorials that are available online through the State Archives website in order to familiarize themselves with records management principles and practices. The State Archives of North Carolina's online tutorials include topics such as records management, utilizing the retention schedule, e-mail management, and scanning guidelines.
- ✓ The State Archives of North Carolina provides microfilming services for the minutes of major decision-making boards and commissions. Once those records are filmed, we will store the silver negative (original) in our security vault. There is a nominal fee for filming and duplicating film. Contact the Records Management Analyst in charge of microfilm coordination for the most current information.

MANAGING PUBLIC RECORDS IN NORTH CAROLINA

Q. What is this "records retention and disposition schedule"?

- A.** This document is a tool for the employees of local government agencies across North Carolina to use when managing the records in their offices. It lists records commonly found in agency offices and gives an assessment of their value by indicating how long those records should be retained. This schedule is also an agreement between the North Carolina Department of Natural and Cultural Resources and the North Carolina Department of Health and Human Services (DHHS).

This schedule serves as the inventory and schedule that the State Archives of North Carolina is directed by G.S. § 121-5(c) and G.S. § 132-8 to provide. It supersedes all previous editions, including all amendments.

Q. How do I get this schedule approved?

- A.** Your County Board of Social Services, County Human Services Board, or County Board of Commissioners must acknowledge by signature that they agree to comply with this schedule for use in your county. That acknowledgement should be made in a regular meeting and recorded as an action in the minutes. It may be done as part of the consent agenda, by resolution, or other action.
-

Q. Am I required to have all of the records listed on this schedule?

- A.** No, this is not a list of records you must have in your office.
-

Q. What is "reference value"?

- A.** Items containing "reference value" in the disposition instructions are generally records that hold limited value, which is typically restricted to those documenting routine operations within the office. A minimum retention period should be established by the office for any items containing the phrase "destroy in office when reference value ends" in the disposition instructions.
-

Q. Do the standards correspond to the organizational structure of my agency?

- A.** Records series are grouped into standards to make it easier for users to locate records and their disposition instructions. You may find that the groupings reflect the organizational structure of your agency, or you may find that records are located in various standards depending on the content of the record. The intent of the schedule's organization is to provide an easy reference guide for the records created in your agency.
-

Q. What if I cannot find some of my records on this schedule?

- A.** Sometimes the records are listed in a different standard than how you organize them in your office. Be sure to check the Index and utilize the search function on the PDF version of the schedule to facilitate the location of records series. If you still cannot locate your records on the schedule, contact a Records Management Analyst. We will work with you to amend this records schedule so that you may destroy records appropriately.
-

Q. What are public records?

- A.** The *General Statutes of North Carolina*, Chapter 132, provides this definition of public records:
- "Public record" or "public records" shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions. Agency of North Carolina government or its subdivisions shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of

government of the State or of any county, unit, special district or other political subdivision of government.

Q. Is any person allowed to see my records?

- A.** Yes, except as restricted by specific provisions in state or federal law. G.S. § 132-6 instructs:

“Every custodian of public records shall permit any record in the custodian’s custody to be inspected and examined at reasonable times and under reasonable supervision by any person, and shall, as promptly as possible, furnish copies thereof upon payment of any fees as may be prescribed by law. ... No person requesting to inspect and examine public records, or to obtain copies thereof, shall be required to disclose the purpose or motive for the request.”

Q. What about my confidential records?

- A.** Not all government records are open to public inspection. Exceptions to the access requirements in G.S. § 132-6 and the definition of public records in G.S. § 132-1 are found throughout the General Statutes. You must be able to cite a specific provision in the General Statutes or federal law when you restrict or deny access to a particular record.

Q. Am I required to make available to the public copies of drafts that have not been approved?

- A.** Yes, even if a report, permit, or other record has not been finalized, it is still a public record subject to request. Any record that is not confidential by law must be provided when a request is received, whether it is “finished” or not.

Q. What do I do with permanent records?

- A.** Permanent records should be maintained in the office that created the records, forever. They must also have a preservation duplicate, which is either a paper or microfilm copy. See the Human-Readable Preservation Duplicates policy issued by the North Carolina Department of Cultural Resources (<http://archives.ncdcr.gov/Portals/26/PDF/guidelines/Humreadabledupspolicy.pdf>).

Q. What is historical value?

- A.** Historical records document significant events, actions, decisions, conditions, relationships, and similar developments. These records have administrative, legal, fiscal, or evidential importance for the government or its citizens. Call a Records Management Analyst for further assistance in assessing historical value.

Q. What if I do not have any records?

- A.** Nearly every position in government generates, receives, or uses records. Computer files of any kind, including drafts and e-mail, are public records. Even if your records are not the official or final version, your records are public records. Not all records have high historical, legal, or fiscal value, but they all must be destroyed in accordance with the provisions of the appropriate records schedule.

Q. May I store our unused records in the basement, attic, shed, etc.?

- A.** Public records are public property. Though we encourage agencies to find places to store records that do not take up too much valuable office space, the selected space should be dry, secure, and free from pests and mold. Your office must ensure that records stored away from your main office area are well protected from natural and man-made problems while remaining readily available to your staff and the public.

Q. Our old records are stored in the attic, basement, or off-site building, etc. Are we required to provide public access to these records?

A. Yes, as long as the records are not confidential by law. You should also be aware that confidentiality can expire.

Q. Aren't all of our old records at the State Archives of North Carolina?

A. Probably not. The State Archives of North Carolina collects only very specific types of records from local government offices. Contact a Records Management Analyst for more information about which records are held or can be transferred to the State Archives of North Carolina for permanent preservation.

Q. I found some really old records. What should I do with them?

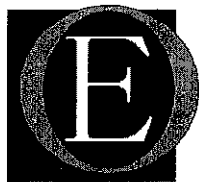
A. Call a Records Management Analyst. We will help you examine the records and assess their historical value.

Q. Can I give my old records to the historical society or public library?

A. Before you offer any record to a historical society, public library, or any other entity, you must contact a Records Management Analyst. Permanent records must be kept either in your offices or at the State Archives of North Carolina.

Q. Whom can I call with questions?

A. If you are located west of Statesville, call our Western Office in Asheville at (828) 296-7230 extension 224. If you are east of Statesville, all the way to the coast, call our Raleigh office at (919) 807-7350.



Odom
Engineering
PLLC

152 East Main Street • Forest City, NC 28043

Phone (828) 247-4495 • Fax (828) 247-4498

February 16, 2016

Marche Pittman
Polk County Manager
40 Courthouse St
PO Box 308
Columbus NC 28722

RE: Contractor Recommendation for the Hwy 9 Waterline Extension from Sunny View School to Polk County Line and Ken Miller Road

Dear Mr. Pittman:

Bids were received on Thursday, February 11, 2016 at 11:00 am at the Polk County Offices for the *Hwy 9 Waterline Extension from Sunny View School to Polk County Line and Ken Miller Road* project. A tabulation was completed for the bids received, and the bids results were as follows:

	<u>BID AMOUNT</u>
• Steppe Construction, Inc.	\$553,676.00
• T & K Utilities, Inc.	\$637,910.00
• Kennedy Concrete & Utilities, Inc.	\$687,907.00

We recommend awarding the project to Steppe Construction, Inc., in the bid amount of \$553,676.00. Furthermore, we recommend a Project Budget of \$570,000.00 be established to allow for some contingency items that may arise.

Sincerely,

David Odom, P.E.

HWY 9 WATERLINE EXTENSION FROM SUNNY VIEW SCHOOL TO POLK COUNTY LINE & KEN MILLER ROAD

HWY 9 SECTION BID:

DESCRIPTION	QTY	UNIT	ITEMS			KENNEDY CONCRETE		
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Mobilization	1	LS	\$13,000.00	\$13,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
12" C-909 or C-900 PVC Waterline	11,000	LF	\$28.00	\$308,000.00	\$30.00	\$330,000.00	\$24.00	\$264,000.00
Fire Hydrant Assembly	7	EA	\$3,500.00	\$24,500.00	\$3,500.00	\$24,500.00	\$3,400.00	\$23,800.00
12" Gate Valves	3	EA	\$2,400.00	\$19,200.00	\$2,200.00	\$17,600.00	\$2,600.00	\$20,800.00
Air Release Valves	3	EA	\$1,200.00	\$3,600.00	\$1,000.00	\$3,000.00	\$1,100.00	\$3,300.00
Fittings	10,000	LBS	\$1.50	\$15,000.00	\$3.00	\$30,000.00	\$3.35	\$33,500.00
Restrained Joints	75	EA	\$160.00	\$12,000.00	\$200.00	\$15,000.00	\$185.00	\$13,875.00
12" Ductile Iron Pipe C-350	500	LF	\$50.00	\$25,000.00	\$45.00	\$22,500.00	\$56.00	\$28,000.00
24" Underbore	160	LF	\$180.00	\$28,800.00	\$250.00	\$40,000.00	\$360.00	\$57,600.00
Gravel Driveway Repair	12	EA	\$200.00	\$2,400.00	\$400.00	\$4,800.00	\$275.00	\$2,700.00
Asphalt Driveway Repair	5	EA	\$600.00	\$3,000.00	\$800.00	\$4,000.00	\$1,800.00	\$9,000.00
Asphalt Patch	80	LF	\$25.00	\$2,000.00	\$30.00	\$2,400.00	\$75.00	\$6,000.00
Erosion Matting	11,500	LF	\$0.70	\$8,050.00	\$1.00	\$11,500.00	\$2.10	\$24,150.00
Rock Excavation	100	CY	\$5.00	\$500.00	\$100.00	\$10,000.00	\$175.00	\$17,500.00
Tie to Existing Water Line	1	LS	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$6,750.00	\$6,750.00
Creek Crossing	3	EA	\$3,000.00	\$9,000.00	\$6,000.00	\$18,000.00	\$11,325.00	\$33,975.00
Concrete Parking Lot	80	LF	\$80.00	\$6,400.00	\$70.00	\$5,600.00	\$99.00	\$4,720.00
Clearing	600	LF	\$8.00	\$4,800.00	\$8.00	\$4,800.00	\$4.50	\$2,700.00
NCDOT Bond (\$30,000.00)	1	LS	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$30,000.00	\$30,000.00
PROJECT BID				\$488,550.00		\$557,700.00		\$597,370.00

KEN MILLER ROAD SECTION BID

DESCRIPTION	QTY	UNIT	ITEMS			KENNEDY CONCRETE		
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Mobilization	1	LS	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
8" C-909 or C-900 PVC Waterline	1,580	LF	\$21.50	\$33,970.00	\$26.00	\$41,080.00	\$19.75	\$31,205.00
Fire Hydrant Assembly	1	EA	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,520.00	\$3,520.00
8" Gate Valves	4	EA	\$1,250.00	\$5,000.00	\$1,200.00	\$4,800.00	\$1,150.00	\$4,600.00
Fittings	500	LBS	\$2.00	\$1,000.00	\$4.00	\$2,000.00	\$7.00	\$3,500.00
16" Underbore	55	LF	\$200.00	\$11,000.00	\$240.00	\$13,200.00	\$295.00	\$16,225.00
Gravel Driveway Repair	3	EA	\$200.00	\$600.00	\$400.00	\$1,200.00	\$225.00	\$675.00
Erosion Matting	1,580	LF	\$0.70	\$1,106.00	\$1.00	\$1,580.00	\$3.90	\$6,162.00
Rock Excavation	50	CY	\$5.00	\$250.00	\$100.00	\$5,000.00	\$175.00	\$8,750.00
Tie to Existing Water Line	1	LS	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$6,400.00	\$6,400.00
Stream Crossing	0	LS	\$400.00	\$0.00	\$6,000.00	\$0.00	\$10,350.00	\$0.00
NCDOT Bond (\$5,000.00)	1	LS	\$300.00	\$300.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00
PROJECT BID				\$64,726.00		\$80,210.00		\$90,537.00

TOTAL

				\$553,676.00		\$637,910.00		\$687,907.00
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January 22, 2015

Polk County Local Government
c/o Odom Engineering PLC
ATTN: Mr. David Odom
152 East Main Street
Forest City, North Carolina 28043

RE: Proposal for Comprehensive Stability Analysis of the Lake Adger Dam Project in Polk County North Carolina , AECOM Proposal No. 261074

Dear Mr. Odom:

AECOM Technical Services, Inc. (AECOM) is pleased to provide this proposal in response to the Request for Proposal (RFP 1000205971) dated December, 2015. This proposal outlines our understanding of the project, our proposed project team, proposed scope of services, assumed project schedule, assumptions, and project fees.

1.0 Project Understanding and Purpose

Polk County is in the process of proceeding with the next phase of the Lake Adger Dam repair project in 2016 through 2017. The next phase of the project will include two tasks as follows:

1. Task 1 - Comprehensive Stability Evaluation of the former Turner Shoals Hydropower facility to be completed in 2016
2. Task 2 - Engineering Design Services and Permitting Assistance to address deficiencies identified in Task 1 to be performed in 2017. (Not included as part of this proposal.

The Turner Shoals Hydropower facility is located on the Green River, a tributary of the Broad River in Polk County, approximately 2 miles northwest of the town of Mill Springs, North Carolina. This facility was constructed by the Blue Ridge Power Company and began operation in 1925. The watershed extends from the North Carolina-South Carolina border on the south to Turner Shoals Reservoir or Lake Adger to the northeast. Turner Shoals is located downstream from the Tuxedo Hydropower plant.

Turner Shoals dam is owned and operated by Polk County, North Carolina. The dam was previously operated by Northbrook Power Management, LLC (NPM). The normal reservoir maximum headwater and tailwater elevations are 911.6 feet and 826.0 feet NGVD29 respectively. The surface area of the reservoir at normal maximum pool is approximately 438 acres. The dam is comprised of a multiple arch concrete spillway and a mass concrete non-overflow section.

This document includes proprietary data that shall not be duplicated, used or disclosed outside Polk County Local Government for any purpose other than to evaluate this document. This restriction does not limit Polk County Local Government's right to use information contained in this document if it is obtained from another source without restriction.

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Our understanding of this project is based on the information included with the RFP. The personnel proposed for this project are experienced in conducting stability analyses on structures related to levees, dams, and hydroelectric operations. The following sections outline our proposed staffing plan and scope of services designed to fulfill the Task 1 – Comprehensive Stability Evaluation outlined in the RFP.

2.0 Staffing Plan

The following is a brief description of the key professional staff proposed for this project. AECOM has assembled the following team of registered professionals to meet your technical and administrative requirements. Resumes of the key project personnel are attached.

Terry Refai, Ph.D., P.E., S.E. – Principal Structural Engineer

Mr. Terry Refai will serve as the responsible senior staff for this project. Mr. Refai will be a co-signatory on the final report document (including supporting calculations). Mr. Refai has over 33 years of engineering experience in structural design and the evaluation of existing structures.

Charles D. Dean, P.E. – Project Manager/Structural Project Engineer

Mr. Dean will serve as project manager and structural project engineer for this project. Mr. Dean will be the day-to-day manager of AECOM's project activities including tracking of budgets and schedules, progress reporting, and deployment of necessary resources to execute the scope of work. Mr. Dean will be the primary point of contact on this project and will be responsible for assuring that your project goals and objectives for us are met or exceeded. In this role, and as a Professional Engineer, Mr. Dean will be a co-signatory on the final report document (including supporting calculations). Mr. Dean has over 15 years of engineering experience in structural design and the evaluation of existing structures.

Geoff Kruger, P.E. – Senior Project Engineer

Mr. Geoff Kruger will serve as the senior project engineer for this project and is familiar with previous studies and inspection of the dam. In this role, and as a Professional Engineer, Mr. Kruger will be an internal Peer Reviewer of the final report document (including supporting calculations). Mr. Kruger has over 19 years of engineering experience related to evaluation and analysis of existing dam structures.

3.0 Scope of Services

Based on our understanding of the project, experience with similar projects, and requirements of the RFP, we anticipate performing the following tasks for this project:

- Engineering site visit and reference information collection;
- Developing graphic free-body diagrams for the Right Gravity Abutment, Multiple Arch Spillway, and Bulkhead Nos. 1 to 5 to support the existing stability analyses;
- Developing stability analyses for dam for load case where the intake flumes have been dewatered (i.e., maintenance condition);

- Update stability analyses for the Multiple Arch Spillway Section and Bulkheads for each load case;
- Develop stability analyses for the Right Gravity Wall;
- Prepare and submit a Comprehensive Stability Analysis Report.

After project initiation, Mr. Dean and Mr. Kruger will visit the site to observe the structures and to review the available project information and documentation. The structures will be visually observed to identify deviations from the available project information and documentation. Field measurements to verify the accuracy of the available project information will be collected in areas where persons may gain safe access. In general, verification of the existing conditions will be limited to a visual assessment.

Following the site visits, AECOM will begin a review of the available reference information (including field measurements, reference drawings, and previous analyses).

After the review and using available project information, AECOM will begin conducting the requested stability analyses. AECOM will utilize Federal Energy Regulatory Commission (FERC) engineering guidelines and U.S. Army Corps of Engineers (USACE) design standards, as appropriate, in the stability analysis.

Graphic free-body diagrams for the Right Gravity Abutment, Multiple Arched Spillway section, and Bulkheads will be developed for each of the existing four (4) load cases. The existing analyses will also be revised to include an assessment of the coefficient of friction between the concrete structures and the foundation material. Based on existing stability calculations and the coefficient of friction, the factor of safety against sliding will be reported.

In addition, the graphic free-body diagrams and stability calculations (considering sliding, flotation, and overturning) will be developed for the bulkheads for the load case where the intake flumes have been dewatered (i.e., maintenance condition). The factors of safety against sliding and flotation will be reported, as well as the location of the resultant bearing pressure. The maximum bearing pressure will be reported.

Our review of the previous documents prepared by AECOM indicates that the stability analyses for the Right Gravity Abutment, Multiple Arched Spillway Section, and Bulkhead No. 4 was previously completed for the four (4) load cases considered by various engineering firms. AECOM will update these analyses based on current conditions and regulations. This will include 3-D modeling of the arched spillway section to compare previous finding of the spillway section.

The results of the stability analyses will be summarized in a letter report; copies of the stability analyses supporting calculations will be included. A draft report will first be submitted to Polk County for review. It is expected that one conference call will be conducted between Polk County and AECOM's project team, prior to finalizing the report.

4.0 Schedule

AECOM is prepared to begin work as soon as receiving an authorization to proceed or signed proposal by authorized representative of Polk County or their owner's representative. The attached Estimated Fee Worksheet and Detailed Schedule illustrate the plan for completing the scope of work. The table below summarizes the proposed project milestone schedule.

Project Milestones

Milestone	Completion Date
Site Visit	14-days after NTP (assumed to be Mid-February 2015)
Issue Draft Report & Stability Analyses	August 30, 2016
Issue Final Report & Stability Analyses for NCDENR Submittal	December 1, 2016

5.0 Assumptions

The following assumptions were made in preparing the scope of services:

- Soil borings or test pits were not requested and are not believed to be needed for this project. If subsurface explorations are requested by the NCDENR, they can be performed as an additional service.
- Field survey (for topography and/or bathymetry) has not been included in the scope of work. We assume that the available project information and documentation will provide the necessary (1) detailed, as-built dimensions for each structure; (2) cross-sections through the sections of the dam (i.e., existing topography and bathymetry data); and (3) geotechnical data for developing reasonable foundation/structure interaction parameters.
- We assume one cross-section through each Bulkhead will be needed to be evaluated for USACOE/FERC loading conditions. No global stability analysis is believed to be needed for this project and is not included in our fees.
- We assume headwater and tailwater elevations included in the previous stability analysis reference materials may be used to evaluate stability for the applicable load combinations.
- We assume the stability analyses for Right Gravity Abutment, Multiple Arch Spillway, and Bulkheads are accurate and may be used as the basis for (1) creating graphic free-body diagrams for each of the project structures for each load case and (2) revising the existing stability analyses to report a safety factor against sliding for each load case.
- Review of the previous documents prepared by AECOM for this dam indicate that the stability analyses for the right gravity abutment and multiple arched spillway will need to be updated.

6.0 Project Fees

The proposed scope of services outlined above will be performed on a lump sum basis for \$65,700. An Estimated Costs Worksheet that details the anticipated services is also included as an attachment with this proposal. The total budget in the Estimated Fee Table incorporates the assumptions summarized within this proposal. If additional services are required or requested beyond those described in the Estimated Costs Worksheet, they will be performed on an accrued time and expense basis in accordance with the attached Fee Schedule and Estimated Costs Worksheet. Of course, you will be notified of any additional services prior to them being performed.

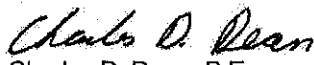
AECOM will be staffing this project out of our Marquette, Illinois, and Wisconsin offices.


7.0 Conditions of Engagement

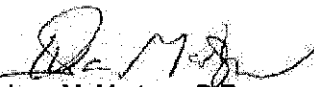
AECOM proposes to perform these services in accordance with the attached AECOM's Standard Terms and Conditions. If this proposal is acceptable, please authorize AECOM to perform this work by providing written authorization in the form of an e-mail, signed correspondence, or purchase order referencing this proposal and the noted contract number. AECOM must receive written authorization before work can begin. Please send your authorization to Charles Dean in our Milwaukee, Wisconsin office.

Thank you for the opportunity to be of service to Polk County. If you have any questions regarding the information contained in this proposal, or if you need additional assistance, please call Geoff Kruger (906) 226-4970 or Charles Dean at (414) 944-6151.

Sincerely,


Charles D. Dean, P.E.
Structural Project Engineer


Geoff Kruger, P.E.
Senior Project Engineer


Ivan M. Martysz, P.E.
Central Midwest Water Business Unit Lead

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Attachments:

Estimated Cost Worksheet
Fee Schedule

**Lake Adger Dam
Comprehensive Stability Analyses
Estimated Costs Worksheet**

Task	Resource	Name	Estimated Total Units	Units	Rate	Estimated Cost
Task 1.1: Engineering Site Visit & Information Collection						
	Principal (Structural)	T. Refai	16	hour	\$ 205	\$ 3,280
	Project Engineer (Structural)	C. Dean	20	hour	\$ 125	\$ 2,500
	Mileage	----	0	miles	\$ 0.56	\$ -
	Expense	----	----	cost	----	\$ 2,500
Subtotal = \$						8,280
Task 1.2: Graphic Free-Body Diagrams						
	Principal (Structural)	T. Refai	2	hour	\$ 205	\$ 410
	Project Engineer (Structural)	C. Dean	40	hour	\$ 125	\$ 5,000
Subtotal = \$						5,410
Task 1.3: Stability Analyses for Right Gravity Abutment						
	Principal (Structural)	T. Refai	8	hour	\$ 205	\$ 1,640
	Project Engineer (Structural)	C. Dean	60	hour	\$ 125	\$ 7,500
	Technical Project Staff (Structural)	Staff Engineer	40	hour	\$ 110	\$ 4,400
Subtotal = \$						13,540
Task 1.4: Stability Analyses for Multiple Arch Spillway						
	Principal	T. Refai	10	hour	\$ 205	\$ 2,050
	Project Engineer (Structural)	C. Dean	60	hour	\$ 125	\$ 7,500
	Technical Project Staff (Structural)	Staff Engineer	80	hour	\$ 110	\$ 8,800
Subtotal = \$						18,350
Task 1.5: Stability Analyses for Bulkheads 1 through 5						
	Principal (Structural)	T. Refai	8	hour	\$ 205	\$ 1,640
	Project Engineer (Structural)	C. Dean	40	hour	\$ 125	\$ 5,000
	Technical Project Staff (Structural)	Staff Engineer	40	hour	\$ 110	\$ 4,400
Subtotal = \$						11,040
Task 1.6: Letter Report						
	Principal (Structural)	T. Refai	6	hour	\$ 205	\$ 1,230
	Senior Project Engineer	G. Kruger	8	hour	\$ 145	\$ 1,160
	Project Engineer (Structural)	C. Dean	30	hour	\$ 125	\$ 3,750
	Tech. Support Staff (Clerical)	C. Sholz	12	hour	\$ 50	\$ 600
	Expense	----	----	cost	----	\$ 270
Subtotal = \$						7,010
Task 1.7: Project Management						
	Project Manager	C. Dean	12	hour	\$ 105	\$ 1,260
	Project Admin. II (Accounting)	R. Matulevycz	6	hour	\$ 75	\$ 450
	Tech. Support Staff (Clerical)	C. Scholz	6	hour	\$ 60	\$ 360
Subtotal = \$						2,070
Total Estimated Cost = \$						65,700

AECOM

General Conditions of Service

These General Conditions of Service, including any Supplemental Conditions of Service which are or may become applicable to the services described in AECOM's Proposal, are incorporated by reference into the foregoing Proposal and shall also be incorporated by reference into any Agreement under which services are to be performed by AECOM for the Client. No agreement or understanding, oral or written, which in any way modifies or waives these General Conditions of Service, shall be binding on AECOM (whether contained in the Client's purchase forms or otherwise) unless hereafter made in writing and executed by AECOM's authorized representative.

Section 1: Scope of Work

- a. The scope of work and the time schedules defined in the Proposal are based on the information provided by the Client and shall be subject to the provisions of this agreement. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs AECOM to change the original scope of work established by the Proposal, a written amendment to the Agreement equitably adjusting the costs, performance time, and/or terms and conditions thereunder, shall be executed by the Client and AECOM as soon as practicable. AECOM, at its discretion, may suspend performance of its services until such an Amendment has been executed and, if such an Amendment is not agreed to within a reasonable time, AECOM may terminate this Agreement. In the event this Agreement is terminated pursuant to this Section, the Client shall pay AECOM for all services performed prior to termination and termination expenses as set forth in Section 15c of these General Conditions of Service.

Section 2: Billings and Payments

- a. Payments for services and reimbursable expenses will be made on the basis set forth in the attached proposal. AECOM shall periodically submit invoices for services performed and expenses incurred and not previously billed. Payment is due upon receipt. For all amounts unpaid after 30 days from the invoice date, as set forth on AECOM's invoice form, the Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, eighteen percent (18%) annually. The fees described in this agreement may be adjusted annually on the anniversary date of the effective date of this agreement.
- b. The Client shall provide AECOM with a clear written statement within fifteen (15) days after receipt of the invoice of any objections to the invoice or any portion or element thereof. Failure to provide such a written statement shall constitute a waiver of any such objections and acceptance of the invoice as submitted.
- c. The Client's obligation to pay for the services performed by AECOM under this Agreement shall not be reduced or in any way impaired by or because of the Client's inability to obtain financing, zoning, approval of governmental or regulatory agencies, or any other cause, reason, or contingency. No deduction shall be made from any invoice on account of penalty or liquidated damages nor will any other sums be withheld or set off from payments to AECOM. Client further agrees to pay AECOM any and all expenses incurred in recovering any delinquent amounts due, including, but not limited to reasonable attorney's fees, arbitration, or other dispute resolution costs, and all court costs.
- d. If any subpoena or court order is served upon AECOM and/or any of its staff, subconsultants or subcontractors requiring presentation of documents or the appearance of AECOM's staff, subconsultants or subcontractors at a trial, deposition, or for other discovery purposes arising out of AECOM's services performed under this Agreement, Client will pay AECOM's fees (if any) applicable to AECOM's compliance with the subpoena or court order. Fees will be based on actual units used at the standard rates in effect at time of service upon AECOM of the subpoena or court order. Billings shall include time and expenses incurred gathering, organizing, duplicating documents, preparing to give testimony, travel, and testifying in deposition or trial.

Section 3: Right of Access

- a. If services to be provided under this Agreement require the agents, employees, or contractors of AECOM to enter onto the Project site, Client shall provide right-of-access to the site to AECOM, its employees, agents and contractors, to conduct the planned field observations or services.
- b. If the scope of services includes, or is amended to include, the performance of exploratory borings or test pit excavations, Client will furnish to AECOM all diagrams, and other information in its possession or reasonably attainable by Client indicating the location and boundaries of the site and subsurface structures (pipes, tanks, cables, sewers, other utilities, etc.) in such detail as to permit identifying, in the field, boring/test pit locations which will avoid interferences with any subsurface structures. Client shall indemnify and hold AECOM harmless from liability on account of damages to subsurface structures or injury or loss arising from damage to subsurface structures, the locations of which are not indicated or are incorrectly indicated by the information provided by the Client.
- c. AECOM reserves the right to deviate a reasonable distance from prescribed or selected exploratory boring or test pit locations.
- d. AECOM shall take reasonable precautions to minimize damage to the site due to its operations, but AECOM has not included in its fee, and is not responsible for, the cost of restoration for any damage resulting from its operations. At the Client's request and for additional fee, AECOM will, to the extent reasonably practicable, restore the site to conditions substantially similar to those existing prior to AECOM's operations.

Section 4: Safety

- a. It is understood and agreed that, with respect to Project site health and safety, AECOM is responsible solely for the safe performance by its field personnel of their activities in performance of the required services. It is expressly agreed that AECOM's professional services hereunder do not involve any responsibility for the protection and safety of persons on and about the Project nor is AECOM to review the adequacy of job safety on the Project. It is further understood and agreed, and not in limitation of the foregoing, that AECOM shall not be in charge of, and shall have no control or responsibility over any aspect of the erection, construction or use of any scaffolds, hoists, cranes, stays, ladders, supports, or other similar mechanical contrivances or safety devices as defined and interpreted under any structural work act or other statute, regulation, or ordinance relating in any way to Project safety.
- b. Unless otherwise specifically provided in this Agreement, Client shall provide, at its expense, facilities and labor necessary to afford AECOM field personnel access to sampling, testing, or observation locations in conformance with federal, state, and local laws, ordinances, and regulations specifically, including, but not limited to regulations set forth in OSHA 29 CFR 1926.
- c. If, in AECOM's opinion, its field personnel are unable to access required locations and perform the required services in conformance with federal, state, and local laws, ordinances and regulations due to Project site conditions or operations of other parties present on the Project site, AECOM may, at its discretion, suspend its services until such conditions or operations are brought into conformance with applicable laws, ordinances and regulations. If, within a reasonable time, operations or conditions are not in conformance with applicable laws, ordinances, and regulations, AECOM may, at its discretion, terminate this Agreement. In the event that the Agreement is terminated pursuant to this Section, the Client shall pay AECOM for services and termination expenses as set forth in Section 15 of this Agreement.
- d. Current regulations promulgated by the Occupational Safety and Health Administration (OSHA) require that a "competent person" conduct inspections of excavations and review any supporting system if workers are to enter the excavations. See OSHA 29 CFR Part 1926 (Subpart P). Under the scope of work incorporated in this Agreement, AECOM does not provide and has not assumed any duties of inspection and/or monitoring of excavations required of the "competent person" under OSHA 29 CFR Part 1926 (Subpart P). AECOM has neither been assigned nor assumed the authority required of the "competent person" under OSHA 29 CFR Part 1926 (Subpart P).

Section 5: Samples

- a. Unless otherwise specifically provided in this Agreement or amendments thereto, AECOM reserves the right to discard samples immediately after testing. Upon request, the samples will be shipped (shipping charges collected) or stored at the rate indicated in the fee schedule attached.

Section 6: Reports and Ownership of Documents

- a. AECOM shall furnish up to six (6) copies of each report to Client. Additional copies shall be furnished at the rates specified in the fee schedule. With the exception of AECOM reports to Client, all documents, including original boring logs, field data, field notes, laboratory test data, calculations, and estimates are and remain the property of AECOM. Client agrees that all reports and other work product furnished to the Client not paid for in full will be returned upon demand and will not be used for any purpose, including, but not limited to design, construction, permits, or licensing.

Section 7: Standard of Care

- a. AECOM represents that it will perform its services under this Agreement in conformance with the care and skill ordinarily exercised by reputable members of the professional engineering community practicing under similar conditions at the same time in the same or similar locality.
- b. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE, OR INTENDED BY THE RENDITION OF CONSULTING SERVICES OR BY FURNISHING ORAL OR WRITTEN REPORTS OF THE FINDINGS MADE.
- c. Any exploration, testing, surveys, and analysis associated with the work will be performed by AECOM for the Client's sole use to fulfill the purpose of this Agreement and AECOM is not responsible for interpretation by others of the information developed. The Client recognizes that subsurface conditions beneath the Project site may vary from those encountered in borings, surveys, or explorations and the information and recommendations developed by AECOM are based solely on the information available.
- d. AECOM is not responsible for supervising, directing, controlling, or otherwise being in charge of the construction activities at the Project site; or supervising, directing, controlling or otherwise being in charge of the actual work of the contractor, its subcontractors, or other materialmen or service providers not engaged by AECOM.

Section 8: Hazardous Substances

- a. Upon entering into this Agreement, the Client shall notify AECOM of all such hazardous substances which it knows or which it reasonably suspects are or may be present at or contiguous to the Project site or which may otherwise affect the services to be provided. Thereafter, such notification to AECOM shall be required as soon as practicable after the Client discovers either the presence of hazardous substances which were not previously disclosed, increased concentrations of previously disclosed hazardous substances, or facts or information which cause the Client to reasonably suspect the presence of any such hazardous substances. Hazardous substances shall include, but not be limited to, any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample and whether it exists in a solid, liquid, semi-solid, or gaseous form.

- b. If all or any part of the scope of work is to be performed in the general vicinity of a facility or in an area where asbestos, dust, fumes, gas, noise, vibrations, or other particulate or nonparticulate matter is in the atmosphere where it raises a potential health hazard or nuisance to those working in the area of such conditions, Client shall immediately notify AECOM of such conditions, potential health hazard, or nuisance which it knows, should know, or reasonably suspects exists and, thereafter, AECOM is authorized by the Client to take all reasonable measures AECOM deems necessary to protect its employees against such possible health hazards or nuisance. The reasonable direct cost of such measures shall be borne by the Client.
- c. Following any disclosure as set forth in the preceding paragraphs, or if any hazardous substances or conditions are discovered or reasonably suspected by AECOM after its services are undertaken, AECOM may, at its discretion, suspend its services until reasonable measures have been taken at the Client's expense to protect AECOM's employees from such hazardous substances or conditions. Whether or not AECOM suspends its services in whole or in part, the Client and AECOM agree that the scope of services, terms, and conditions, schedule, and the estimated fee or budget shall be adjusted in accordance with the disclosed information or condition, or AECOM may, at its discretion, terminate the Agreement. In the event that this Agreement is terminated pursuant to this Section, the Client shall pay AECOM for all services rendered prior to termination and all termination expenses as set forth in Section 15 of these General Conditions of Service.
- d. In the event that services under this Agreement may involve or relate to hazardous substances, or constituents, including hazardous waste (as defined by federal, state, or local statutes, regulations or ordinances), whether or not involvement or relationship was contemplated at the time this Agreement was made or when services by AECOM began under this Agreement, the following conditions shall also be incorporated into the Agreement and be made applicable thereto:
 - d.1. In the event that samples collected by or received by AECOM on behalf of the Client contain hazardous substances or constituents, including hazardous waste, AECOM will, after completion of testing and, at Client's expense, (1) return such samples to Client, or (2) upon written request and using a manifest signed by the Client as generator, release such samples to a carrier selected by the Client to be transported to a location selected by the Client for final disposal. The Client agrees to pay all costs associated with the storage, transport, and disposal of samples. The Client recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said samples or substances.
 - d.2. All laboratory and field equipment contaminated in performing services under this Agreement which cannot be reasonably decontaminated shall become the property and responsibility of the Client. All such equipment shall be delivered to the Client or disposed of in a manner similar to that indicated for hazardous samples above. The Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated and all other costs associated with the storage, transport, and disposal of such equipment.

Section 9: Construction Monitoring Services

- a. "Construction Monitoring Services" is defined as services, furnished by AECOM to the Client, which are performed for the purpose of evaluating and/or documenting general conformance of construction operations or completed work with Project specifications, plans, and/or specific reports of the Project. Such services may include taking of tests or collecting samples of natural or manmade materials at various locations on a project site, and making visual observations related to earthwork, foundations, and/or materials. If the services to be provided by AECOM under this agreement include or are amended to include Construction Monitoring Services, the provisions of this Section 9 shall be an integral part of this agreement and applicable thereto.
- b. The presence of AECOM field personnel will be for the purpose of providing the client with a professional service based on observations and testing of the work which is performed by a contractor, subcontractor, or other materialmen or service provider. Such services will only be those specifically requested by the Client and agreed to by AECOM. Discrepancies between construction operations or completed work and project requirements which are noted by AECOM field personnel will be referred to the Client, or the Client's representative, as designated prior to AECOM's involvement in the project.
- c. It is understood and agreed by the Client that the observation and testing of natural and/or man-made materials by AECOM in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other materialmen or service providers, and the services rendered by AECOM will in no way excuse such contractor, subcontractor, or other materialmen or service providers from liability in the event of subsequently discovered defects, omissions, errors or other deficiencies in their work. The presence or absence of AECOM on the Project site will not affect any obligation of any contractor, subcontractor, or other materialmen or service providers to perform in accordance with the specifications and plans of the Project. The Client further understands that AECOM is not a quality assurance representative for any contractor, subcontractor, or other materialman or service provider on the Project.
- d. The Client agrees to supply AECOM with specifications, plans, and other necessary material for the Project pertinent to providing its services.
- e. Due to the nature of its services, observing and field testing the work of contractors, subcontractors, or materialmen or service providers on the Project, AECOM cannot always be responsible for the schedule or length of time its field personnel remain on the Project site. The time AECOM's field personnel spend on the Project site is dependent upon the schedule of the contractor, subcontractor or materialman, or service provider whose work they are observing and/or testing. AECOM shall make reasonable effort to utilize its time on the Project site judiciously, but the Client understands and agrees that any delays, cancellations, rescheduling, overtime or other construction activities that may alter the anticipated number of hours and the anticipated costs of AECOM on the Project site and that are beyond the control of AECOM field personnel are legitimate and chargeable time and will be invoiced at the rates designated in the attached fee schedules.

- f. Part-time work is defined as Construction Monitoring Services provided by AECOM where its field personnel are on the Project less than five (5) working days per week or less than forty (40) hours per week, or both. It is agreed that the Client will furnish AECOM with a minimum of one working day's notice, or twenty-four (24) hours notice, whichever is greater, on any part-time work of AECOM if field personnel are requested. AECOM shall make reasonable effort to provide field personnel on all projects, but reserves the right to schedule its field personnel as it deems appropriate, including the scheduling of different field personnel from day to day on any given part-time project of AECOM. The Client agrees to inform AECOM of the anticipated services required by AECOM field personnel on any day, including but not restricted to the kind and number of tests to be required and the anticipated amount of time the field personnel will be required on the Project site.
- g. The Client agrees that AECOM shall charge a minimum of four (4) hours for any part-time Construction Monitoring Services, regardless of the actual number of hours utilized. All field personnel charges will be made on a portal-to-portal basis. Mileage to and from the Project site will be billed at the rate designated in the attached fee schedules as will any office engineering time needed to review, evaluate or analyze the field data. All calls made by the Client or the Client's representative to cancel requested part-time AECOM field personnel must be received by AECOM in time for AECOM to notify field personnel before they leave for the Project site. AECOM will make reasonable effort to contact its field personnel as quickly as possible, but reserves the right to bill the Client the four-hour minimum charge in the event AECOM received a cancellation call too late for it to intercept the field personnel enroute to the Project site.

Section 10: Opinions of Cost

- a. AECOM's opinions of probable total Project costs and Project construction costs, if any, provided as part of the services under this Agreement are made on the basis of AECOM's knowledge, experience, and qualifications and represent AECOM's judgment as an experienced and qualified professional engineer, familiar with the construction industry; but AECOM cannot and does not guarantee that proposals, bids, or actual total Project costs or Project construction costs will not vary from opinions of probable cost provided by AECOM.

Section 11: Shop Drawings

- a. In the event that the scope of services includes review and approval of Shop Drawings or other data which contractor(s) are required to submit, AECOM's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Project plans and specifications and shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
- b. AECOM's review and approval of Shop Drawings or other data shall not relieve the contractor(s) from responsibility for any variation from the requirements of the plans and specifications unless the contractor(s) has, in writing, called AECOM's attention to each such variation at the time of submission and AECOM has given written approval of each such variation by a specific written notation incorporated into or accompanying the Shop Drawing or other data. Approval by AECOM will not relieve the contractor(s) from responsibility for errors or omissions in the Shop Drawings or other data.
- c. AECOM will accept Shop Drawings or other data submittals only from the contractor(s) required by the Project contract documents to furnish the Shop Drawings or data. AECOM will reasonably promptly review and approve, or take other appropriate action in regard to, Shop Drawings or data properly submitted to AECOM.

Section 12: Allocation of Risk

- a. IT IS AGREED THAT THE CLIENT'S MAXIMUM RECOVERY AGAINST AECOM FOR THE PROFESSIONAL SERVICES PERFORMED UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS \$50,000 OR THE AMOUNT OF AECOM'S FEE, WHICHEVER IS GREATER. IT IS EXPRESSLY AGREED THAT THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AGAINST AECOM FOR PROFESSIONAL SERVICES PERFORMED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, IS THE AWARD OF DAMAGES NOT TO EXCEED THE STIPULATED \$50,000 FIGURE, OR THE AMOUNT OF AECOM'S FEE, WHICHEVER IS GREATER. IN NO EVENT SHALL AECOM BE LIABLE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR CLIENT'S LOSS OF PROFITS, DELAY DAMAGES, OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE ARISING AT ANYTIME OR FROM ANY CAUSE WHATSOEVER.
- b. Documents, including but not limited to, technical reports, original boring logs, field data, field notes, laboratory test data, calculations, and estimates furnished to the Client or its agents pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without AECOM's written consent will be at Client's sole risk and without liability or legal exposure to AECOM or to AECOM's contractor(s) and Client shall indemnify and hold harmless AECOM and AECOM's contractor(s) from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.
- c. Under no circumstances shall AECOM be liable for extra work or other consequences due to changed conditions or for costs related to failure of the construction contractor or materialmen or service providers to install work in accordance with the plans and specifications.
- d. If any claim, suit, or legal proceeding, including but not limited to arbitration or mediation, (collectively "claim") arising out of the services under this Agreement is asserted against AECOM by a person or entity who is not a party to this Agreement, Client agrees, at its sole cost and expense, to defend AECOM from and against any such claim, suit or legal proceeding. The Client's obligation hereunder includes, but is not limited to, the payment of attorney's fees, court costs, and expert and consulting expenses required for the proper and vigorous defense of AECOM.

- d.1 In no event shall continuation of Client's obligation to defend AECOM, as stated above, be conditional upon AECOM's contributing any sums of money toward settlement of any claim. In the event AECOM is held liable for a greater than pro rata share of any common liability for damage or injury to person(s) or property by operation of law, Client agrees to indemnify AECOM for those damages awarded in excess of its pro rata share.
- d.2 In the event it is adjudicated that the event and/or damages giving rise to the claim were caused in whole or in part by the negligence of AECOM, Client's obligation to indemnify AECOM for costs of defense shall be reduced by an amount proportionately equal to the share of damages attributable to AECOM's negligence. AECOM shall reimburse Client for such proportionate defense costs incurred by client in defending AECOM as required by this paragraph 12.d.
- e. Notwithstanding any other provision of this Agreement, it is further agreed that to the fullest extent permitted by law the Client shall indemnify and hold harmless AECOM and its employees, agents, contractors and consultants from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to attorneys' fees and all Court, arbitration or other dispute resolution costs, arising out of, resulting from, or related to the presence and/or involvement of hazardous substances or constituents, including hazardous waste, at or contiguous to the Project site or contained in samples collected by or received by AECOM from the Project site. The indemnification set forth in this paragraph 12.e. extends to claims against AECOM which arise out of, are related to, or are based upon, the dispersal, discharge, escape, release, spillage or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollution in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether such event or circumstances is sudden or not. Nothing in this Paragraph 12.e. is intended to indemnify, or shall be construed as indemnifying, AECOM with respect to claims, losses, expenses or damages to the extent caused by AECOM's own negligent acts or omissions.

Section 13: Liability Insurance

- a. AECOM represents that it and its agents, and consultants employed by it, is and are protected by Worker's Compensation insurance and that AECOM has coverage under liability insurance policies which AECOM deems reasonable and adequate. Upon request, AECOM shall furnish certificates of insurance to the Client evidencing the risks insured against, and the limits of liability thereunder. In the event the Client requires specific inclusions of coverage in addition to that obtained by AECOM, or increased limits of liability in AECOM's liability policies, the cost of such inclusions or increased limits shall be borne by the Client. Except as otherwise provided in Section 12 the Client agrees to limit the liability of AECOM to the limits of AECOM's insurance. AECOM shall not be responsible for claims, damages, losses and expenses arising out of or resulting from acts and/or omissions of the Client, its employees, agents, staff, consultants, contractors or subcontractors employed by it or by any other entity.

Section 14: Dispute Resolution

- a. All claims, disputes, controversies or matters in question arising out of, or relating to this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "disputes") shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and AECOM shall select by mutual agreement a neutral mediator. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and AECOM within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect.
- b. If a dispute cannot be settled through mediation as set forth above, then such dispute shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. Demand for arbitration shall be made by either party within ten (10) calendar days following termination of mediation. The date of termination of mediation shall be the date of written notice of closing of mediation proceedings issued by the mediator to each of the parties. Demand for arbitration shall be made by filing notice of demand, in writing, with the other party and the American Arbitration Association. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.
- c. Notwithstanding any other provisions of this Section 14, in no event shall a demand for mediation be made more than two (2) years from the date the party making demand knew or should have known of the dispute or six (6) years from the date of substantial completion of AECOM's participation in the Project, whichever date shall occur earlier.
- d. All mediation or arbitration shall take place in Chicago, Illinois unless Client and AECOM agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties.

Section 15: Termination

- a. This Agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. The only exceptions to this seven-day written notice condition are AECOM's rights to terminate this Agreement as set forth in Sections 1, 4 and 8 of the Agreement.

- b. In addition, AECOM may terminate this Agreement if the Client suspends AECOM's services for more than sixty (60) consecutive days through no fault of AECOM.
- c. If this Agreement is terminated, AECOM shall be paid for services performed prior to the termination date set forth in the notice plus termination expenses. Termination expenses shall include personnel and equipment rescheduling and re-assignment adjustments and all other related costs incurred directly attributable to termination.

Section 16: Employment

- a. Client agrees that, prior to the completion of AECOM's services on the Project, Client and its officers, agents or employees shall neither (1) offer employment to AECOM's employees, (2) advise AECOM's employees of employment opportunities with Client, Client's parent or affiliate organization(s), if any, nor (3) inquire into employment satisfaction of AECOM's employees.

Section 17: Independent Contractor

- a. The relationship between the Client and AECOM created under this Agreement is that of principal and independent contractor. Neither the terms of this Agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and no such person or entity is intended to be or shall be construed as being, a third-party beneficiary of this Agreement unless specified by name herein or in an Amendment hereto, executed by AECOM's authorized representative.

Section 18: Severability

- a. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

Section 19: Section Headings

- a. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein.

Section 20: Survival

- a. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and AECOM shall survive the completion of services and the termination of this Agreement.

Section 21: Assigns

- a. Neither the Client nor AECOM may delegate, assign, sublet or transfer its duties, responsibilities or interests in this Agreement without the written consent of the other party.

Section 22: Choice Of Law

- a. This Agreement shall be governed by the law of the State of Illinois.

Section 23: Written Notice

- a. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

Fee Schedule

2016 Engineering Services

Charges for technical personnel will be made for time spent in the field, in consultation, in preparation of reports and invoices, in administrating contracts and project coordination, and in traveling.

*Overtime will be charged after 8 hours per day; before 7:00 am and after 6:00 pm Monday through Friday; or all day Saturday--technical rate x 1.25. Double-time will be charged on Sundays or Holidays--technical rate x 2. Four-hour minimum per day.

Expert Witness Testimony will be billed at the rates shown here x 1.5.

The cost of laboratory testing and equipment to complete the project will be identified in our proposal.

Technical Classifications

Senior Principal	Per Hour	\$ 240.00
Principal	Per Hour	\$ 205.00
Associate	Per Hour	\$ 175.00
Senior Project Engineer/Manager	Per Hour	\$ 145.00
Computational Geomechanics Specialist	Per Hour	\$ 140.00
Project Engineer/Manager	Per Hour	\$ 125.00
Technical Project Staff	Per Hour	\$ 110.00
Technical Specialist	Per Hour	\$ 115.00
Registered Land Surveyor	Per Hour	\$ 110.00
Senior Engineering Technician	Per Hour	\$ 90.00
Surveyor (crew chief)*	Per Hour	\$ 75.00
CAD Designer*	Per Hour	\$ 80.00
Engineering Technician*	Per Hour	\$ 80.00
Technician II*/CAD Operator	Per Hour	\$ 75.00
Technician I*	Per Hour	\$ 65.00
Survey Technician*	Per Hour	\$ 65.00
Technical Support Staff*	Per Hour	\$ 60.00
CAD Drafter*	Per Hour	\$ 65.00

Expenses and Expendables

All Expenses and Expendables to Complete the Project		Cost +10%
Mileage	Per Mile	\$ 0.65
Survey Crew	Per Hour	\$ 140.00
Survey Equipment: Total Station	Per Day	\$ 125.00
GPS w/RTK (one rover)	Per Day	\$ 250.00
GPS w/RTK (two rover)	Per Day	\$ 375.00
GPS Static (per receiver)	Per Day	\$ 125.00
Robotic Total Station	Per Day	\$ 175.00
All Terrain Support Vehicle	Per Day	\$ 100.00

January 22, 2015

Polk County Local Government
c/o Odom Engineering PLC
ATTN: Mr. David Odom
152 East Main Street
Forest City, North Carolina 28043

RE: Proposal for Engineering Design Services and Permitting of the Lake Adger Dam Project in Polk County North Carolina , AECOM Proposal No. 261074-A

Dear Mr. Odom:

AECOM Technical Services, Inc. (AECOM) is pleased to provide this proposal in response to the Request for Proposal dated December 2015. This proposal outlines our understanding of the project, our proposed project team, proposed scope of services, assumed project schedule, assumptions, and project fees.

1.0 Project Understanding and Purpose

Polk County is in the process of proceeding with the next phase of the Lake Adger Dam repair project in 2016 through 2017. The next phase of the project will include two tasks as follows:

1. Task1 - Comprehensive Stability Evaluation of the former Turner Shoals Hydropower facility to completed in 2016(Not included as part of this proposal).
2. Task 2 - Engineering Design Services and Permitting Assistance to address deficiencies identified in Task 1 to be performed in 2017.

The Turner Shoals Hydropower facility is located on the Green River, a tributary of the Broad River in Polk County, approximately 2 miles northwest of the town of Mill Springs, North Carolina. This facility was constructed by the Blue Ridge Power Company and began operation in 1925. The watershed extends from the North Carolina-South Carolina border on the south to Turner Shoals Reservoir or Lake Adger to the northeast. Turner Shoals is located downstream from the Tuxedo Hydropower plant.

Turner Shoals dam is owned and operated by Polk County, North Carolina. The dam was previously operated by Northbrook Power Management, LLC (NPM). The normal reservoir maximum headwater and tailwater elevations are 911.6 feet and 826.0 feet NGVD29 respectively. The surface area of the reservoir at normal maximum pool is approximately 438 acres. The dam is comprised of a multiple arch concrete spillway and a mass concrete non-overflow section.

The January 2014 Dam Safety Report prepared by AECOM, recommend that the existing stability analyses should be more thoroughly reviewed to determine if the dam is stable under more unusual or extreme load conditions. Existing stability analysis results prepared by others indicate the dam structures are likely stable under normal operating conditions as well as flood conditions.

Our understanding of this project is based on the information included with the RFP. The personnel proposed for this project are experienced in conducting stability analyses on structures related to levees, dams, and hydroelectric operations.

The following sections outline our proposed staffing plan and scope of services designed to fulfill the Task 2 – Engineering Design and Permitting outlined in the RFP.

2.0 Staffing Plan

The following is a brief description of the key professional staff proposed for this project. AECOM has assembled the following team of registered professionals to meet your technical and administrative requirements. The team members are the same for the Task 1 – Comprehensive Stability Analysis proposal dated January 22, 2016 (AECOM Proposal No. 261074).

Terry Refai, Ph.D., P.E., S.E. – Principal Structural Engineer

Mr. Terry Refai will serve as the responsible senior staff for this project. In this role, and as a Professional Engineer, Mr. Refai will be a co-signatory on the final Construction Documents (including supporting calculations). Mr. Refai has over 25 years of engineering experience in structural design and the evaluation of existing structures.

Charles D. Dean, P.E. – Project Manager/Structural Project Engineer

Mr. Dean will serve as project manager and structural project engineer for this project. Mr. Dean will be the day-to-day manager of AECOM's project activities including tracking of budgets and schedules, progress reporting, and deployment of necessary resources to execute the scope of work. Mr. Dean will be the primary point of contact on this project and will be responsible for assuring that your project goals and objectives for us are met or exceeded. In this role, and as a Professional Engineer, Mr. Dean will be a co-signatory on the final report document (including supporting calculations). Mr. Dean has over 15 years of engineering experience in structural design and the evaluation of existing structures.

Geoff Kruger, P.E. – Senior Project Engineer

Mr. Geoff Kruger will serve as the senior project engineer for this project and is familiar with previous studies and inspection of the dam. In this role, and as a Professional Engineer, Mr. Kruger will be an internal Peer Reviewer of the construction documents (including supporting calculations). Mr. Kruger has over 18 years of engineering experience related to evaluation and analysis of existing dam structures.

3.0 Scope of Services

Based on our understanding of the project, experience with similar projects, and requirements of the RFP, we anticipate performing the following tasks for this project:

- Design development of repair(s) and/or reinforcement of the existing Lake Adger Dam based on a comprehensive stability analyses completed in Task 1 of the RFP of the dam;
- We will develop Construction Drawings in AutoCAD format on 22x34 sheets. We understand that the majority of the drawing development will be repair details referenced to existing drawings. Therefore, no field survey work is anticipated for this project. AECOM has previously worked on several projects at the dam and we retain the base-map information necessary for plan generation. We anticipate the set of drawings will include the following:
 - Cover Sheet
 - General Notes
 - Plan and Layout
 - Typical Details & Sections
 - Repair/Strengthening Details
- We will prepare technical specifications for this project in CSI format.
- Based on review of previous reports prepared by AECOM related to the stability and Dam Safety Inspection Report, we anticipate the following repairs may be required for unusual or extreme load conditions. We also anticipate providing design details that depend on the severity of the issue(s). The Comprehensive Stability Analysis report findings developed in Task 1 (AECOM Proposal No. 261074, dated 1/22/2016) will confirm our assumptions or will require re-evaluation.
 - Right Gravity Abutment - Repair may consist of concrete repairs and strengthening by the installation of rock anchor tie downs or constructing additional structure on the upstream side of the abutment.
 - Multiple Arch Spillway Section – Concrete repairs and strengthening of arches to support design loading including the structure being subjected to a design earthquake representative of the maximum credible earthquake at the site;
 - Bulkhead No. 1 to 5 – Concrete repairs and strengthening of bulkhead piers to support design loading. Previous evaluation of the Bulkhead No. 4 by AECOM indicated that it would not support USCOE or FERC loading guidelines for unusual and extreme event loadings. The strengthening of the pier may consist of connecting new structure on the upstream side of the bulkheads with tie-down rock anchors.

- The design development will be based on the revised comprehensive stability analysis and submitted to the North Carolina Department of Environmental Quality (NC DEQ) for permitting.
- Preparation of the required Permit Documents will be submitted to the NC DEQ. This will include attending at a minimum of two meetings with the NC DEQ. One meeting is assumed to be via teleconference and another meeting at the site or NC DEQ office.

4.0 Schedule

AECOM is prepared to begin work as soon as receiving an authorization to proceed. The attached Estimated Costs Worksheet provides a summary of hours and costs for completing the scope of work. The table below summarizes the proposed project milestone schedule.

Project Milestones

Milestone	Completion Date
30% Design Documents	30 Work-Day after NTP
60% Design Documents	60 Work-Day after NTP
90% Design Documents for NC DEQ Permitting	90 Work-Day after NTP
100% Design Documents	180 Work-Day after NTP

5.0 Assumptions

The following assumptions were made in preparing the scope of services:

- Soil borings or test pits were not requested and are not believed to be needed for this project. If subsurface explorations are requested by the NC DEQ, they can be performed as an additional service.
- Field survey (for topography and/or bathymetry) has not been included in the scope of work. We assume that the available project information and documentation will provide the necessary (1) detailed, as-built dimensions for each structure; (2) cross-sections through the sections of the dam (i.e., existing topography and bathymetry data); and (3) geotechnical data for developing reasonable foundation/structure interaction parameters.
- Polk County will prepare Front End Contractual Documents to the specifications for bidding and construction of this project.
- While the design report including drawings and specifications can be used as part of the permit application, AECOM has not included effort to prepare the permit application and permit fees.
- Future work such as bid information requests, pre-bid meetings and construction support is not included in this scope. We can provide these future services at the request of Polk County.

6.0 Project Fees

The proposed scope of services outlined above will be performed on a lump sum basis for \$75,000. An Estimated Fee Worksheet that details the anticipated effort is also included as an attachment with this proposal. The total budget in the Estimated Fee Table incorporates the assumptions summarized within this proposal. If additional services are required or requested beyond those described in the Estimated Fee Worksheet, they will be performed on an accrued time and expense basis in accordance with the attached Fee Schedule and Estimated Fee Worksheet. Of course, you will be notified of any additional services prior to them being performed.

AECOM reserves the right to renegotiate this proposed scope of work, pricing and schedule after the completion of the Comprehensive Stability Evaluation Report, as the report may have changes that affect this project.

7.0 Conditions of Engagement

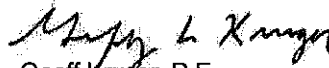
AECOM proposes to perform these services in accordance with the attached AECOM's Standard Terms and Conditions. If this proposal is acceptable, please authorize AECOM to perform this work by providing written authorization in the form of an e-mail, signed correspondence, or purchase order referencing this proposal and the noted contract number. AECOM must receive written authorization before work can begin. Please send your authorization to Charles Dean in our Milwaukee, Wisconsin office.

Thank you for the opportunity to be of service to Polk County. If you have any questions regarding the information contained in this proposal, or if you need additional assistance, please call Geoff Kruger (906) 226-4970 or Charles Dean at (414) 944-6151.


Sincerely,



Charles D. Dean, P.E.
Structural Project Engineer



Geoff Kruger, P.E.
Senior Project Engineer



Ivan M. Martysz, P.E.
Central Midwest Water Business Unit Lead

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Attachments:

Estimated Cost Worksheet
Fee Schedule

Task	Resource	Name	Estimated Total Units	Units	Rate	Estimated Cost
Task 1: Design Development & Specifications & Meetings						
	Principal (Structural)	T. Refai	16	hour	\$ 205	\$ 3,280
	Project Engineer (Structural)	C. Dean	60	hour	\$ 125	\$ 7,500
	Mileage	---	0	miles	\$ 0.56	\$ -
	Expense	---	---	cost	---	\$ 2,000
Subtotal =						\$ 12,780
Task 2: Right Gravity Abutment Wall Design						
	Principal (Structural)	T. Refai	4	hour	\$ 205	\$ 820
	Project Engineer (Structural)	C. Dean	40	hour	\$ 125	\$ 5,000
	CAD Designer	Staff	100	hour	\$ 80	\$ 8,000
Subtotal =						\$ 13,820
Task 3: Multiple Arch Spillway Design						
	Principal (Structural)	T. Refai	10	hour	\$ 205	\$ 2,050
	Project Engineer (Structural)	C. Dean	80	hour	\$ 125	\$ 10,000
	CAD Designer	Staff	120	hour	\$ 80	\$ 9,600
Subtotal =						\$ 12,050
Task 4: Bulkhead Nos. 1 to 5 Repair Design						
	Principal	T. Refai	10	hour	\$ 205	\$ 2,050
	Project Engineer (Structural)	C. Dean	40	hour	\$ 125	\$ 5,000
	Technical Project Staff (Structural)	Staff Engineer	80	hour	\$ 110	\$ 8,800
	CAD Designer	Staff	120	hour	\$ 80	\$ 9,600
Subtotal =						\$ 15,850
Task 5: Permitting Assistance						
	Principal (Structural)	T. Refai	10	hour	\$ 205	\$ 2,050
	Senior Project Engineer	G. Kruger	20	hour	\$ 145	\$ 2,900
	Project Engineer (Structural)	C. Dean	60	hour	\$ 125	\$ 7,500
	CAD Designer	Staff	40	hour	\$ 80	\$ 3,200
	Expense	---	---	cost	---	\$ 2,540
Subtotal =						\$ 18,190
Task 7: Project Management						
	Project Manager	C. Dean	12	hour	\$ 125	\$ 1,500
	Project Admin. II (Accounting)	R. Matulevicz	6	hour	\$ 75	\$ 450
	Tech. Support Staff (Clerical)	C. Scholz	6	hour	\$ 60	\$ 360
Subtotal =						\$ 2,310
Total Estimated Cost =						\$ 75,000

AECOM

General Conditions of Service

These General Conditions of Service, including any Supplemental Conditions of Service which are or may become applicable to the services described in AECOM's Proposal, are incorporated by reference into the foregoing Proposal and shall also be incorporated by reference into any Agreement under which services are to be performed by AECOM for the Client. No agreement or understanding, oral or written, which in any way modifies or waives these General Conditions of Service, shall be binding on AECOM (whether contained in the Client's purchase forms or otherwise) unless hereafter made in writing and executed by AECOM's authorized representative.

Section 1: Scope of Work

- a. The scope of work and the time schedules defined in the Proposal are based on the information provided by the Client and shall be subject to the provisions of this agreement. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs AECOM to change the original scope of work established by the Proposal, a written amendment to the Agreement equitably adjusting the costs, performance time, and/or terms and conditions thereunder, shall be executed by the Client and AECOM as soon as practicable. AECOM, at its discretion, may suspend performance of its services until such an Amendment has been executed and, if such an Amendment is not agreed to within a reasonable time, AECOM may terminate this Agreement. In the event this Agreement is terminated pursuant to this Section, the Client shall pay AECOM for all services performed prior to termination and termination expenses as set forth in Section 15c of these General Conditions of Service.

Section 2: Billings and Payments

- a. Payments for services and reimbursable expenses will be made on the basis set forth in the attached proposal. AECOM shall periodically submit invoices for services performed and expenses incurred and not previously billed. Payment is due upon receipt. For all amounts unpaid after 30 days from the invoice date, as set forth on AECOM's invoice form, the Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, eighteen percent (18%) annually. The fees described in this agreement may be adjusted annually on the anniversary date of the effective date of this agreement.
- b. The Client shall provide AECOM with a clear written statement within fifteen (15) days after receipt of the invoice of any objections to the invoice or any portion or element thereof. Failure to provide such a written statement shall constitute a waiver of any such objections and acceptance of the invoice as submitted.
- c. The Client's obligation to pay for the services performed by AECOM under this Agreement shall not be reduced or in any way impaired by or because of the Client's inability to obtain financing, zoning, approval of governmental or regulatory agencies, or any other cause, reason, or contingency. No deduction shall be made from any invoice on account of penalty or liquidated damages nor will any other sums be withheld or set off from payments to AECOM. Client further agrees to pay AECOM any and all expenses incurred in recovering any delinquent amounts due, including, but not limited to reasonable attorney's fees, arbitration, or other dispute resolution costs, and all court costs.
- d. If any subpoena or court order is served upon AECOM and/or any of its staff, subconsultants or subcontractors requiring presentation of documents or the appearance of AECOM's staff, subconsultants or subcontractors at a trial, deposition, or for other discovery purposes arising out of AECOM's services performed under this Agreement, Client will pay AECOM's fees (if any) applicable to AECOM's compliance with the subpoena or court order. Fees will be based on actual units used at the standard rates in effect at time of service upon AECOM of the subpoena or court order. Billings shall include time and expenses incurred gathering, organizing, duplicating documents, preparing to give testimony, travel, and testifying in deposition or trial.

Section 3: Right of Access

- a. If services to be provided under this Agreement require the agents, employees, or contractors of AECOM to enter onto the Project site, Client shall provide right-of-access to the site to AECOM, its employees, agents and contractors, to conduct the planned field observations or services.
- b. If the scope of services includes, or is amended to include, the performance of exploratory borings or test pit excavations, Client will furnish to AECOM all diagrams, and other information in its possession or reasonably attainable by Client indicating the location and boundaries of the site and subsurface structures (pipes, tanks, cables, sewers, other utilities, etc.) in such detail as to permit identifying, in the field, boring/test pit locations which will avoid interferences with any subsurface structures. Client shall indemnify and hold AECOM harmless from liability on account of damages to subsurface structures or injury or loss arising from damage to subsurface structures, the locations of which are not indicated or are incorrectly indicated by the information provided by the Client.
- c. AECOM reserves the right to deviate a reasonable distance from prescribed or selected exploratory boring or test pit locations.
- d. AECOM shall take reasonable precautions to minimize damage to the site due to its operations, but AECOM has not included in its fee, and is not responsible for, the cost of restoration for any damage resulting from its operations. At the Client's request and for additional fee, AECOM will, to the extent reasonably practicable, restore the site to conditions substantially similar to those existing prior to AECOM's operations.

Section 4: Safety

- a. It is understood and agreed that, with respect to Project site health and safety, AECOM is responsible solely for the safe performance by its field personnel of their activities in performance of the required services. It is expressly agreed that AECOM's professional services hereunder do not involve any responsibility for the protection and safety of persons on and about the Project nor is AECOM to review the adequacy of job safety on the Project. It is further understood and agreed, and not in limitation of the foregoing, that AECOM shall not be in charge of, and shall have no control or responsibility over any aspect of the erection, construction or use of any scaffolds, hoists, cranes, stays, ladders, supports, or other similar mechanical contrivances or safety devices as defined and interpreted under any structural work act or other statute, regulation, or ordinance relating in any way to Project safety.
- b. Unless otherwise specifically provided in this Agreement, Client shall provide, at its expense, facilities and labor necessary to afford AECOM field personnel access to sampling, testing, or observation locations in conformance with federal, state, and local laws, ordinances, and regulations specifically, including, but not limited to regulations set forth in OSHA 29 CFR 1926.
- c. If, in AECOM's opinion, its field personnel are unable to access required locations and perform the required services in conformance with federal, state, and local laws, ordinances and regulations due to Project site conditions or operations of other parties present on the Project site, AECOM may, at its discretion, suspend its services until such conditions or operations are brought into conformance with applicable laws, ordinances and regulations. If, within a reasonable time, operations or conditions are not in conformance with applicable laws, ordinances, and regulations, AECOM may, at its discretion, terminate this Agreement. In the event that the Agreement is terminated pursuant to this Section, the Client shall pay AECOM for services and termination expenses as set forth in Section 15 of this Agreement.
- d. Current regulations promulgated by the Occupational Safety and Health Administration (OSHA) require that a "competent person" conduct inspections of excavations and review any supporting system if workers are to enter the excavations. See OSHA 29 CFR Part 1926 (Subpart P). Under the scope of work incorporated in this Agreement, AECOM does not provide and has not assumed any duties of inspection and/or monitoring of excavations required of the "competent person" under OSHA 29 CFR Part 1926 (Subpart P). AECOM has neither been assigned nor assumed the authority required of the "competent person" under OSHA 29 CFR Part 1926 (Subpart P).

Section 5: Samples

- a. Unless otherwise specifically provided in this Agreement or amendments thereto, AECOM reserves the right to discard samples immediately after testing. Upon request, the samples will be shipped (shipping charges collected) or stored at the rate indicated in the fee schedule attached.

Section 6: Reports and Ownership of Documents

- a. AECOM shall furnish up to six (6) copies of each report to Client. Additional copies shall be furnished at the rates specified in the fee schedule. With the exception of AECOM reports to Client, all documents, including original boring logs, field data, field notes, laboratory test data, calculations, and estimates are and remain the property of AECOM. Client agrees that all reports and other work product furnished to the Client not paid for in full will be returned upon demand and will not be used for any purpose, including, but not limited to design, construction, permits, or licensing.

Section 7: Standard of Care

- a. AECOM represents that it will perform its services under this Agreement in conformance with the care and skill ordinarily exercised by reputable members of the professional engineering community practicing under similar conditions at the same time in the same or similar locality.
- b. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE, OR INTENDED BY THE RENDITION OF CONSULTING SERVICES OR BY FURNISHING ORAL OR WRITTEN REPORTS OF THE FINDINGS MADE.
- c. Any exploration, testing, surveys, and analysis associated with the work will be performed by AECOM for the Client's sole use to fulfill the purpose of this Agreement and AECOM is not responsible for interpretation by others of the information developed. The Client recognizes that subsurface conditions beneath the Project site may vary from those encountered in borings, surveys, or explorations and the information and recommendations developed by AECOM are based solely on the information available.
- d. AECOM is not responsible for supervising, directing, controlling, or otherwise being in charge of the construction activities at the Project site; or supervising, directing, controlling or otherwise being in charge of the actual work of the contractor, its subcontractors, or other materialmen or service providers not engaged by AECOM.

Section 8: Hazardous Substances

- a. Upon entering into this Agreement, the Client shall notify AECOM of all such hazardous substances which it knows or which it reasonably suspects are or may be present at or contiguous to the Project site or which may otherwise affect the services to be provided. Thereafter, such notification to AECOM shall be required as soon as practicable after the Client discovers either the presence of hazardous substances which were not previously disclosed, increased concentrations of previously disclosed hazardous substances, or facts or information which cause the Client to reasonably suspect the presence of any such hazardous substances. Hazardous substances shall include, but not be limited to, any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample and whether it exists in a solid, liquid, semi-solid, or gaseous form.

- b. If all or any part of the scope of work is to be performed in the general vicinity of a facility or in an area where asbestos, dust, fumes, gas, noise, vibrations, or other particulate or nonparticulate matter is in the atmosphere where it raises a potential health hazard or nuisance to those working in the area of such conditions, Client shall immediately notify AECOM of such conditions, potential health hazard, or nuisance which it knows, should know, or reasonably suspects exists and, thereafter, AECOM is authorized by the Client to take all reasonable measures AECOM deems necessary to protect its employees against such possible health hazards or nuisance. The reasonable direct cost of such measures shall be borne by the Client.
- c. Following any disclosure as set forth in the preceding paragraphs, or if any hazardous substances or conditions are discovered or reasonably suspected by AECOM after its services are undertaken, AECOM may, at its discretion, suspend its services until reasonable measures have been taken at the Client's expense to protect AECOM's employees from such hazardous substances or conditions. Whether or not AECOM suspends its services in whole or in part, the Client and AECOM agree that the scope of services, terms, and conditions, schedule, and the estimated fee or budget shall be adjusted in accordance with the disclosed information or condition, or AECOM may, at its discretion, terminate the Agreement. In the event that this Agreement is terminated pursuant to this Section, the Client shall pay AECOM for all services rendered prior to termination and all termination expenses as set forth in Section 15 of these General Conditions of Service.
- d. In the event that services under this Agreement may involve or relate to hazardous substances, or constituents, including hazardous waste (as defined by federal, state, or local statutes, regulations or ordinances), whether or not involvement or relationship was contemplated at the time this Agreement was made or when services by AECOM began under this Agreement, the following conditions shall also be incorporated into the Agreement and be made applicable thereto:
 - d.1. In the event that samples collected by or received by AECOM on behalf of the Client contain hazardous substances or constituents, including hazardous waste, AECOM will, after completion of testing and, at Client's expense, (1) return such samples to Client, or (2) upon written request and using a manifest signed by the Client as generator, release such samples to a carrier selected by the Client to be transported to a location selected by the Client for final disposal. The Client agrees to pay all costs associated with the storage, transport, and disposal of samples. The Client recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said samples or substances.
 - d.2. All laboratory and field equipment contaminated in performing services under this Agreement which cannot be reasonably decontaminated shall become the property and responsibility of the Client. All such equipment shall be delivered to the Client or disposed of in a manner similar to that indicated for hazardous samples above. The Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated and all other costs associated with the storage, transport, and disposal of such equipment.

Section 9: Construction Monitoring Services

- a. "Construction Monitoring Services" is defined as services, furnished by AECOM to the Client, which are performed for the purpose of evaluating and/or documenting general conformance of construction operations or completed work with Project specifications, plans, and/or specific reports of the Project. Such services may include taking of tests or collecting samples of natural or manmade materials at various locations on a project site, and making visual observations related to earthwork, foundations, and/or materials. If the services to be provided by AECOM under this agreement include or are amended to include Construction Monitoring Services, the provisions of this Section 9 shall be an integral part of this agreement and applicable thereto.
- b. The presence of AECOM field personnel will be for the purpose of providing the client with a professional service based on observations and testing of the work which is performed by a contractor, subcontractor, or other materialmen or service provider. Such services will only be those specifically requested by the Client and agreed to by AECOM. Discrepancies between construction operations or completed work and project requirements which are noted by AECOM field personnel will be referred to the Client, or the Client's representative, as designated prior to AECOM's involvement in the project.
- c. It is understood and agreed by the Client that the observation and testing of natural and/or man-made materials by AECOM in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other materialmen or service providers, and the services rendered by AECOM will in no way excuse such contractor, subcontractor, or other materialmen or service providers from liability in the event of subsequently discovered defects, omissions, errors or other deficiencies in their work. The presence or absence of AECOM on the Project site will not affect any obligation of any contractor, subcontractor, or other materialmen or service providers to perform in accordance with the specifications and plans of the Project. The Client further understands that AECOM is not a quality assurance representative for any contractor, subcontractor, or other materialman or service provider on the Project.
- d. The Client agrees to supply AECOM with specifications, plans, and other necessary material for the Project pertinent to providing its services.
- e. Due to the nature of its services, observing and field testing the work of contractors, subcontractors, or materialmen or service providers on the Project, AECOM cannot always be responsible for the schedule or length of time its field personnel remain on the Project site. The time AECOM's field personnel spend on the Project site is dependent upon the schedule of the contractor, subcontractor or materialman, or service provider whose work they are observing and/or testing. AECOM shall make reasonable effort to utilize its time on the Project site judiciously, but the Client understands and agrees that any delays, cancellations, rescheduling, overtime or other construction activities that may alter the anticipated number of hours and the anticipated costs of AECOM on the Project site and that are beyond the control of AECOM field personnel are legitimate and chargeable time and will be invoiced at the rates designated in the attached fee schedules.

- f. Part-time work is defined as Construction Monitoring Services provided by AECOM where its field personnel are on the Project less than five (5) working days per week or less than forty (40) hours per week, or both. It is agreed that the Client will furnish AECOM with a minimum of one working day's notice, or twenty-four (24) hours notice, whichever is greater, on any part-time work of AECOM if field personnel are requested. AECOM shall make reasonable effort to provide field personnel on all projects, but reserves the right to schedule its field personnel as it deems appropriate, including the scheduling of different field personnel from day to day on any given part-time project of AECOM. The Client agrees to inform AECOM of the anticipated services required by AECOM field personnel on any day, including but not restricted to the kind and number of tests to be required and the anticipated amount of time the field personnel will be required on the Project site.
- g. The Client agrees that AECOM shall charge a minimum of four (4) hours for any part-time Construction Monitoring Services, regardless of the actual number of hours utilized. All field personnel charges will be made on a portal-to-portal basis. Mileage to and from the Project site will be billed at the rate designated in the attached fee schedules as will any office engineering time needed to review, evaluate or analyze the field data. All calls made by the Client or the Client's representative to cancel requested part-time AECOM field personnel must be received by AECOM in time for AECOM to notify field personnel before they leave for the Project site. AECOM will make reasonable effort to contact its field personnel as quickly as possible, but reserves the right to bill the Client the four-hour minimum charge in the event AECOM received a cancellation call too late for it to intercept the field personnel enroute to the Project site.

Section 10: Opinions of Cost

- a. AECOM's opinions of probable total Project costs and Project construction costs, if any, provided as part of the services under this Agreement are made on the basis of AECOM's knowledge, experience, and qualifications and represent AECOM's judgment as an experienced and qualified professional engineer, familiar with the construction industry; but AECOM cannot and does not guarantee that proposals, bids, or actual total Project costs or Project construction costs will not vary from opinions of probable cost provided by AECOM.

Section 11: Shop Drawings

- a. In the event that the scope of services includes review and approval of Shop Drawings or other data which contractor(s) are required to submit, AECOM's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Project plans and specifications and shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
- b. AECOM's review and approval of Shop Drawings or other data shall not relieve the contractor(s) from responsibility for any variation from the requirements of the plans and specifications unless the contractor(s) has, in writing, called AECOM's attention to each such variation at the time of submission and AECOM has given written approval of each such variation by a specific written notation incorporated into or accompanying the Shop Drawing or other data. Approval by AECOM will not relieve the contractor(s) from responsibility for errors or omissions in the Shop Drawings or other data.
- c. AECOM will accept Shop Drawings or other data submittals only from the contractor(s) required by the Project contract documents to furnish the Shop Drawings or data. AECOM will reasonably promptly review and approve, or take other appropriate action in regard to, Shop Drawings or data properly submitted to AECOM.

Section 12: Allocation of Risk

- a. IT IS AGREED THAT THE CLIENT'S MAXIMUM RECOVERY AGAINST AECOM FOR THE PROFESSIONAL SERVICES PERFORMED UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS \$50,000 OR THE AMOUNT OF AECOM'S FEE, WHICHEVER IS GREATER. IT IS EXPRESSLY AGREED THAT THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AGAINST AECOM FOR PROFESSIONAL SERVICES PERFORMED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, IS THE AWARD OF DAMAGES NOT TO EXCEED THE STIPULATED \$50,000 FIGURE, OR THE AMOUNT OF AECOM'S FEE, WHICHEVER IS GREATER. IN NO EVENT SHALL AECOM BE LIABLE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR CLIENT'S LOSS OF PROFITS, DELAY DAMAGES, OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE ARISING AT ANYTIME OR FROM ANY CAUSE WHATSOEVER.
- b. Documents, including but not limited to, technical reports, original boring logs, field data, field notes, laboratory test data, calculations, and estimates furnished to the Client or its agents pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without AECOM's written consent will be at Client's sole risk and without liability or legal exposure to AECOM or to AECOM's contractor(s) and Client shall indemnify and hold harmless AECOM and AECOM's contractor(s) from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.
- c. Under no circumstances shall AECOM be liable for extra work or other consequences due to changed conditions or for costs related to failure of the construction contractor or materialmen or service providers to install work in accordance with the plans and specifications.
- d. If any claim, suit, or legal proceeding, including but not limited to arbitration or mediation, (collectively "claim") arising out of the services under this Agreement is asserted against AECOM by a person or entity who is not a party to this Agreement, Client agrees, at its sole cost and expense, to defend AECOM from and against any such claim, suit or legal proceeding. The Client's obligation hereunder includes, but is not limited to, the payment of attorney's fees, court costs, and expert and consulting expenses required for the proper and vigorous defense of AECOM.

- d.1 In no event shall continuation of Client's obligation to defend AECOM, as stated above, be conditional upon AECOM's contributing any sums of money toward settlement of any claim. In the event AECOM is held liable for a greater than pro rata share of any common liability for damage or injury to person(s) or property by operation of law, Client agrees to indemnify AECOM for those damages awarded in excess of its pro rata share.
- d.2 In the event it is adjudicated that the event and/or damages giving rise to the claim were caused in whole or in part by the negligence of AECOM, Client's obligation to indemnify AECOM for costs of defense shall be reduced by an amount proportionately equal to the share of damages attributable to AECOM's negligence. AECOM shall reimburse Client for such proportionate defense costs incurred by client in defending AECOM as required by this paragraph 12.d.
- e. Notwithstanding any other provision of this Agreement, it is further agreed that to the fullest extent permitted by law the Client shall indemnify and hold harmless AECOM and its employees, agents, contractors and consultants from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to attorneys' fees and all Court, arbitration or other dispute resolution costs, arising out of, resulting from, or related to the presence and/or involvement of hazardous substances or constituents, including hazardous waste, at or contiguous to the Project site or contained in samples collected by or received by AECOM from the Project site. The indemnification set forth in this paragraph 12.e. extends to claims against AECOM which arise out of, are related to, or are based upon, the dispersal, discharge, escape, release, spillage or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollution in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether such event or circumstances is sudden or not. Nothing in this Paragraph 12.e. is intended to indemnify, or shall be construed as indemnifying, AECOM with respect to claims, losses, expenses or damages to the extent caused by AECOM's own negligent acts or omissions.

Section 13: Liability Insurance

- a. AECOM represents that it and its agents, and consultants employed by it, is and are protected by Worker's Compensation insurance and that AECOM has coverage under liability insurance policies which AECOM deems reasonable and adequate. Upon request, AECOM shall furnish certificates of insurance to the Client evidencing the risks insured against, and the limits of liability thereunder. In the event the Client requires specific inclusions of coverage in addition to that obtained by AECOM, or increased limits of liability in AECOM's liability policies, the cost of such inclusions or increased limits shall be borne by the Client. Except as otherwise provided in Section 12 the Client agrees to limit the liability of AECOM to the limits of AECOM's insurance. AECOM shall not be responsible for claims, damages, losses and expenses arising out of or resulting from acts and/or omissions of the Client, its employees, agents, staff, consultants, contractors or subcontractors employed by it or by any other entity.

Section 14: Dispute Resolution

- a. All claims, disputes, controversies or matters in question arising out of, or relating to this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "disputes") shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and AECOM shall select by mutual agreement a neutral mediator. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and AECOM within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect.
- b. If a dispute cannot be settled through mediation as set forth above, then such dispute shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. Demand for arbitration shall be made by either party within ten (10) calendar days following termination of mediation. The date of termination of mediation shall be the date of written notice of closing of mediation proceedings issued by the mediator to each of the parties. Demand for arbitration shall be made by filing notice of demand, in writing, with the other party and the American Arbitration Association. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.
- c. Notwithstanding any other provisions of this Section 14, in no event shall a demand for mediation be made more than two (2) years from the date the party making demand knew or should have known of the dispute or six (6) years from the date of substantial completion of AECOM's participation in the Project, whichever date shall occur earlier.
- d. All mediation or arbitration shall take place in Chicago, Illinois unless Client and AECOM agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties.

Section 15: Termination

- a. This Agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. The only exceptions to this seven-day written notice condition are AECOM's rights to terminate this Agreement as set forth in Sections 1, 4 and 8 of the Agreement.

- b. In addition, AECOM may terminate this Agreement if the Client suspends AECOM's services for more than sixty (60) consecutive days through no fault of AECOM.
- c. If this Agreement is terminated, AECOM shall be paid for services performed prior to the termination date set forth in the notice plus termination expenses. Termination expenses shall include personnel and equipment rescheduling and re-assignment adjustments and all other related costs incurred directly attributable to termination.

Section 16: Employment

- a. Client agrees that, prior to the completion of AECOM's services on the Project, Client and its officers, agents or employees shall neither (1) offer employment to AECOM's employees, (2) advise AECOM's employees of employment opportunities with Client, Client's parent or affiliate organization(s), if any, nor (3) inquire into employment satisfaction of AECOM's employees.

Section 17: Independent Contractor

- a. The relationship between the Client and AECOM created under this Agreement is that of principal and independent contractor. Neither the terms of this Agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and no such person or entity is intended to be or shall be construed as being, a third-party beneficiary of this Agreement unless specified by name herein or in an Amendment hereto, executed by AECOM's authorized representative.

Section 18: Severability

- a. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

Section 19: Section Headings

- a. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein.

Section 20: Survival

- a. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and AECOM shall survive the completion of services and the termination of this Agreement.

Section 21: Assigns

- a. Neither the Client nor AECOM may delegate, assign, sublet or transfer its duties, responsibilities or interests in this Agreement without the written consent of the other party.

Section 22: Choice Of Law

- a. This Agreement shall be governed by the law of the State of Illinois.

Section 23: Written Notice

- a. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

Fee Schedule

2016 Engineering Services

Charges for technical personnel will be made for time spent in the field, in consultation, in preparation of reports and invoices, in administrating contracts and project coordination, and in traveling.

*Overtime will be charged after 8 hours per day; before 7:00 am and after 6:00 pm Monday through Friday; or all day Saturday--technical rate x 1.25. Double-time will be charged on Sundays or Holidays--technical rate x 2. Four-hour minimum per day.

Expert Witness Testimony will be billed at the rates shown here x 1.5.

The cost of laboratory testing and equipment to complete the project will be identified in our proposal.

Technical Classifications

Senior Principal	Per Hour	\$ 240.00
Principal	Per Hour	\$ 205.00
Associate	Per Hour	\$ 175.00
Senior Project Engineer/Manager	Per Hour	\$ 145.00
Computational Geomechanics Specialist	Per Hour	\$ 140.00
Project Engineer/Manager	Per Hour	\$ 125.00
Technical Project Staff	Per Hour	\$ 110.00
Technical Specialist	Per Hour	\$ 115.00
Registered Land Surveyor	Per Hour	\$ 110.00
Senior Engineering Technician	Per Hour	\$ 90.00
Surveyor (crew chief)*	Per Hour	\$ 75.00
CAD Designer*	Per Hour	\$ 80.00
Engineering Technician*	Per Hour	\$ 80.00
Technician II*/CAD Operator	Per Hour	\$ 75.00
Technician I*	Per Hour	\$ 65.00
Survey Technician*	Per Hour	\$ 65.00
Technical Support Staff*	Per Hour	\$ 60.00
CAD Drafter*	Per Hour	\$ 65.00

Expenses and Expendables

All Expenses and Expendables to Complete the Project		Cost +10%
Mileage	Per Mile	\$ 0.65
Survey Crew	Per Hour	\$ 140.00
Survey Equipment: Total Station	Per Day	\$ 125.00
GPS w/RTK (one rover)	Per Day	\$ 250.00
GPS w/RTK (two rover)	Per Day	\$ 375.00
GPS Static (per receiver)	Per Day	\$ 125.00
Robotic Total Station	Per Day	\$ 175.00
All Terrain Support Vehicle	Per Day	\$ 100.00



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-second day of February in the year Two Thousand Sixteen

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

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

Polk County, North Carolina
Post Office Box 308
40 Courthouse Street
Columbus, North Carolina 28722
Telephone Number: (828) 894-3301

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

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

Moseley Architects P.C.
11430 North Community House Road
Suite 225
Charlotte, North Carolina 28277
Telephone Number: (704) 540-3755

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

Polk County Jail and Law Enforcement Facility
Columbus, North Carolina

The Owner and Architect agree as follows.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article ~~1 and in optional Exhibit A, 1, Initial Information:~~

~~(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state (State below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)~~

This Agreement is based on the following information.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

1.1.1 PROJECT INFORMATION**1.1.1.1 The Owner's program for the Project:**

(Identify documentation or state the manner in which the program will be developed.)

A new jail facility of approximately 90 initial beds with a designed "jail core" sized for 100 beds, and Sheriff's Law Enforcement space that may or may not include a B911 Call Center of approximately 10,000 – 12,000 SF will also be designed. The facility will be approximately \$10,000,000 for site and building construction cost. Preliminary Site Assessment of up to 4 sites for the facility will be provided as part of Basic Services.

§1.1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

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To be determined

§ 1.1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a line item break down.)

\$10,000,000

§ 1.1.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

Not Applicable

§ 1.1.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

A stipulated sum construction contract with a single Contractor pursuant to competitive bidding.

§ 1.1.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

Not Applicable

1.1.2 PROJECT TEAM

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

Marche Pittman, County Manager
Polk County
40 Courthouse Street
Columbus, North Carolina 28722
Telephone Number: (828) 894-3301

§ 1.1.2.2 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:
(List name, address and other information.)

Not Applicable

§ 1.1.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

Not Applicable

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

Daniel R. Mace, AIA, Vice President
Moseley Architects P.C.
11430 North Community House Road
Suite 225
Charlotte, North Carolina 28277
Telephone Number: (704) 540-3755

§ 1.1.2.5 The Architect will retain the consultants identified in Sections 1.1.2.5.1 and 1.1.2.5.2.
(List discipline and, if known, identify them by name and address.)

§ 1.1.2.5.1 Consultants retained under Basic Services:

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.1 Structural EngineerMoseley Architects P.C..2 Mechanical EngineerMoseley Architects P.C..3 Electrical EngineerMoseley Architects P.C..4 Civil EngineerMcGill Associates55 Broad StreetAsheville, North Carolina 28801.5 Design for food facilitiesFoodesign Associates, Inc.5828 Oak DriveCharlotte, North Carolina 28227§ 1.1.2.5.2 Consultants retained under Additional Services:Not Applicable§ 1.1.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:To be determined as Project progresses.2 Substantial Completion date:To be determined as Project progresses

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 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.

§ 2.2.1 Subject to the standard of care set forth in Section 2.2 for applying professional judgment to the information used or relied upon, Architect and its Consultants may use and rely upon design elements, technical standards, test

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results, and all other information ordinarily or customarily furnished or published by others, including, but not limited to, specialty contractors, manufacturers, fabricators, and suppliers.

§ 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 for the duration of this Agreement. ~~If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:~~

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Each occurrence \$1,000,000.00, general aggregate \$2,000,000.00

.2 Automobile Liability

Combined single limit \$1,000,000.00

.3 Workers' Compensation

As required by statute and Employer's liability with a \$500,000 limit

.4 Professional Liability

Claims-made basis, \$1,000,000.00 per claim, and \$1,000,000.00 aggregate.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary architectural, landscape architectural, structural, mechanical, civil, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, 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 the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall 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~~, 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 made without the Architect's approval.

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§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 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, and the proposed procurement or 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, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's 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 modeling. 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 environmentally responsible 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 other environmentally responsible design services under Article 4.

§ 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~~, 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.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's written 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 such other elements as may be appropriate. ~~The~~ If requested by the Owner, the Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents ~~documents~~ to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's written 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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 into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and 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.

§ 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 ~~BIDDING OR NEGOTIATION PHASE SERVICES~~ BIDDING 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~~; competitive bids; (2) confirming responsiveness of bids; (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 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 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 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall 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 — procuring the reproduction 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; and~~
- ~~3 — 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 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall 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™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, 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 4.3, 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 4.3.3, 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 such Work is fabricated, 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, material and equipment 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 Owner. 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 A201-2007, 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 and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to 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 material 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. 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 In accordance with the Architect-approved submittal schedule, 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 general 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, unless otherwise specifically stated by the Architect, of any 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 Shop Drawings~~
~~-Contractor's design professional shall verify the accuracy, adequacy, and suitability of the performance and design~~

criteria. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, ~~certifications~~ certifications, statements confirming performance and design criteria and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, 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 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 authorize 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 the provisions of Section 4.3, 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 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating 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 the Work is found to be substantially complete, 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.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional 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.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

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Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	Provided as Part of Basic Services
§ 4.1.1 Programming (B202™ 2009)		
§ 4.1.2 Multiple preliminary designs	Architect	Provided as Part of Basic Services
§ 4.1.3 Measured drawings	Owner	
§ 4.1.4 Existing facilities surveys	Owner	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect	Provided as Part of Basic Services (up to 4 sites)
§ 4.1.6 Building Information Modeling (B202™ 2008) information modeling	Not Provided	
§ 4.1.7 Civil engineering	Architect	Provided as Part of Basic Services
§ 4.1.8 Landscape design	Architect	Provided as Part of Basic Services
§ 4.1.9 Architectural Interior Design (B252™ 2007)		
§ 4.1.10 Value Analysis (B204™ 2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation (B207™ 2008) project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record-As-designed record drawings	Not Provided	
§ 4.1.15 As-Constructed Record-As-constructed record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™ 2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Architect	Provided as Part of Basic Services
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™ 2012) (B214™ 2007)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture Design (B253™-2007)	Architect	Provided as an Additional Service
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™ 2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.2.1 FURNITURE DESIGN SERVICES OF ARCHITECT

§ 4.2.1.1 GENERAL

§ 4.2.1.1.1 The Architect shall consult with the Owner, research applicable criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services

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provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 4.2.1.1.2 The Architect shall prepare, and periodically update, a schedule that identifies milestone dates for decisions required by the Owner, services furnished by the Architect and completion of documentation to be provided by the Architect. The Architect shall coordinate the Furniture Design Services schedule with the Owner's Project schedule.

§ 4.2.1.1.3 The Architect shall submit documents to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely upon approvals received from the Owner to complete the Furniture Design Services.

§ 4.2.1.1.4 Except with the Owner's knowledge and consent, the Architect shall not (1) accept trade discounts, (2) have a significant financial interest, or (3) undertake any activity or employment or accept any contribution if it would reasonably appear that such activity, employment, interest or contribution could compromise the Architect's professional judgment.

§ 4.2.1.2 PROGRAMMING PHASE SERVICES OF ARCHITECT – FURNITURE DESIGN

§ 4.2.1.2.1 The Architect shall consult with representatives of the Owner to review the applicable requirements of the Project in order to understand the goals and objectives of the Owner with respect to their impact on the Owner's furniture requirements.

§ 4.2.1.2.2 The Architect shall assist the Owner in the preparation of a budget for the Work.

§ 4.2.1.2.3 The Architect shall gather information furnished by the Owner's designated representatives to aid the Architect in understanding the Owner's furniture requirements.

§ 4.2.1.2.4 The Architect shall develop personnel space standards based upon an evaluation of the existing conditions at the Owner's facilities, and the functional requirements and standards of the Owner. Personnel space standards shall take into consideration the design and layout of furniture system workstation environments, if applicable. The proposed space standards shall be submitted for the Owner's review and approval.

§ 4.2.1.4.5 The Architect shall develop a general understanding of the Owner's equipment requirements, including data, telecommunications, and reproduction equipment related to furniture.

§ 4.2.1.4.6 The Architect shall prepare a written summary of observations and make recommendations with respect to the planning of the facility for the Owner's review and approval.

§ 4.2.1.4 SCHEMATIC DESIGN PHASE SERVICES OF ARCHITECT – FURNITURE DESIGN

§ 4.2.1.4.1 Based on the approved written program, the Architect shall prepare the design concept for the furniture of the Project, indicating types and quality.

§ 4.2.1.4.2 The Architect shall review with the Owner alternative designs and methods for procurement of the furniture.

§ 4.2.1.4.3 The Architect shall assist the Owner in the preparation of a preliminary Project schedule and estimate of the Cost of the Work.

§ 4.2.1.4 DESIGN DEVELOPMENT PHASE SERVICES OF ARCHITECT – FURNITURE DESIGN

§ 4.2.1.4.1 Based on the approved Schematic Design, the Architect shall obtain product data and prepare illustrations for furniture, furnishings and equipment as may be appropriate for the Project, including specially designed items or elements, to indicate finished appearance and functional operation.

§ 4.2.1.4.2 The Architect shall illustrate the design character of the Project. Such illustrations may include drawings, plans, elevations, renderings, photographs, and samples of actual materials, colors and finishes.

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§ 4.2.1.4.3 The Architect shall assist the Owner in the preparation of adjustments to the preliminary schedule and estimate of the Cost of the Work.

§ 4.2.1.5 CONTRACT DOCUMENTS PHASE SERVICES OF ARCHITECT – FURNITURE DESIGN

§ 4.2.1.5.1 Based on the approved Design Development drawings and other documents, including schedule and estimate of the Cost of the Work, the Architect shall prepare Drawings, Specifications and other documents required to describe the requirements for the fabrication, procurement, shipment, delivery and installation of furniture, furnishings and equipment for the Project.

§ 4.2.1.5.2 The Architect shall assist the Owner in the preparation of the necessary Quotation Documents.

§ 4.2.1.6 QUOTATION PHASE SERVICES OF ARCHITECT – FURNITURE DESIGN

§ 4.2.1.6.1 The Architect shall assist the Owner in establishing a list of proposed vendors for furniture..

§ 4.2.1.6.2 The Architect shall assist the Owner in obtaining quotations for furniture.

§ 4.2.1.6.3 The Architect shall prepare written responses to questions from vendors preparing quotations and provide written clarifications and interpretations of the Quotation Documents in the form of addenda.

§ 4.2.1.6.4 The Architect shall assist the Owner in the review of quotations including conformance with the design concept expressed in the Contract Documents.

§ 4.2.1.6.5 Quotation Documents include the Quotation Requirements and the proposed Contract Documents.

§ 4.2.1.6.6 The Architect shall assist the Owner in awarding and preparing agreements with vendors.

§ 4.2.1.6.7 If the Owner and Architect agree that the Architect will purchase furniture on behalf of the Owner with funds provided by the Owner, the duties and compensation related to such Additional Services shall be set forth in a separate agreement.

§ 4.2.1.7 CONTRACT ADMINISTRATION PHASE SERVICES OF ARCHITECT – FURNITURE DESIGN

§ 4.2.1.7.1 The Architect shall provide administration of the contracts for furniture as set forth below..

§ 4.2.1.7.2 The Architect will assist the Owner in coordinating schedules for fabrication, delivery and installation of the Work, but will not be responsible for any failure of a Vendor to meet schedules for completion or to perform its respective duties and responsibilities in conformance with such schedules.

§ 4.2.1.7.3 The Architect shall review and approve or take other appropriate action upon a Vendor'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.

§ 4.2.1.7.4 As the buyer of goods, the Owner shall receive, inspect, and accept or reject furniture at the time of their delivery to the premises and installation unless otherwise agreed. The Architect is not authorized to act as the Owner's agent in contractual matters.

§ 4.2.1.7.5 The Architect shall review final placement and inspect for damage, quality, assembly and function in order to determine that furniture is in accordance with the requirements of the Contract Documents. The Architect may recommend to the Owner acceptance or rejection of furniture.

§ 4.2.1.7.6 The Architect shall visit the Project premises at intervals appropriate to the stage of the Vendor's installation 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. The Architect shall not have control over, charge of,

or be responsible for the means, methods, techniques, sequences or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

§ 4.2.1.8 OWNER'S RESPONSIBILITIES – FURNITURE DESIGN SERVICES OF ARCHITECT

§ 4.2.1.8.1 The Owner shall be responsible for negotiations and obligations of the lease, if any, and shall serve as the contact with the lessor. The Owner shall provide information contained in the lease and lessor correspondence relevant to the Project.

§ 4.2.1.8.2 The Owner shall be responsible for the relocation or removal of existing furniture and the contents from the facility, otherwise provided in this Agreement.

§ 4.2.1.8.3 The Owner shall establish and update an overall budget for the furniture for the Project, and the Owner's other costs and reasonable contingencies related to all of these costs. The Cost of this portion of the Work shall be the total cost including applicable taxes or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect. A reasonable allowance for contingencies shall be included for market conditions at the time of quotations and for changes in the Work. The Cost of the Work does not include the compensation of the Architect and Architect's consultants, the costs of financing or other costs that are the responsibility of the Owner.

§ 4.3 Additional Services may be provided 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 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 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 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, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .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 data 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 bidders or persons providing 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.

§ 4.3.2 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 the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, the Architect may suspend performance of the Additional Services, and the Owner shall have no further obligation to compensate the Architect for those services:

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

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- .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;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 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 ~~(—) Two (2)~~ reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ~~(—) Sixty (60)~~ visits to the site by the Architect over the duration of the Project during construction
- .3 ~~(—) Two (2)~~ 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 ~~(—) Two (2)~~ inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within ~~(—) thirty-six (36)~~ months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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. 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.

§ 5.2 The Owner shall establish and periodically update 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. 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 necessary data with respect to existing buildings, other 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 but are not limited to 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 subsurface conditions, with written reports and appropriate recommendations.

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§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to 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 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 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 maintain professional liability insurance as appropriate to the services provided.

§ 5.7 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.

§ 5.8 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.

§ 5.9 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.

§ 5.9.1 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any defect(s) or suspected defect(s) in the Architect's professional services or Instruments of Service, so that the Architect may be afforded the opportunity to address such alleged defect(s). The Owner shall include in the Owner/Contractor Agreement a similar notification requirement on the part of the Contractor. Failure by the Owner or the Contractor to promptly notify the Architect in writing of the discovery or suspicion of such defect(s) shall relieve the Architect of liability for any damages caused by the defect(s) in excess of the damages that would have been incurred if the Owner and/or Contractor had given prompt notification to the Architect when such defect(s) were first discovered or suspected by the Owner and/or Contractor, and the Architect had promptly corrected such defects.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 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.

§ 5.12 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.

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 does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, 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 may 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, 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.

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§ 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 make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. 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 requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, ~~through no fault of the Architect,~~ 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, without additional compensation, 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. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 Inasmuch as the renovation of an existing building requires that certain assumptions be made regarding existing conditions, the Architect shall not be responsible for additional construction cost or other damages due to hidden conditions in an existing building which are uncovered during the progress of the construction, and which could not have been reasonably anticipated or known.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner ~~warrant agree~~ 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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 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 Upon execution of this Agreement, 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, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely

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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 author 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.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement 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.~~ law. 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 A201-2007, 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 the Agreement.~~ A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 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.

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§ 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. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

§ 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.

§ 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.

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

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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 Architect shall be paid 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 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7. due.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 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 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 located.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction. No headings or numbering of Sections or Paragraphs in This Agreement shall be interpreted or construed to change or modify the duties and obligations of Owner or Architect.

§ 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.

§ 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. The Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this Paragraph.

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~~§ 10.6 Unless otherwise required in this Agreement, the~~ 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.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

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

(Insert amount of, or basis for, compensation.)

Compensation for Basic Services shall be the lump sum of Seven Hundred Ninety-seven Thousand, Nine Hundred Fifty and 00/100 Dollars (\$797,950.00).

Compensation for PREA, Jail Transition Services per Attachment 1 shall be the lump sum of Forty-eight Thousand and 00/100 Dollars (\$48,000.00).

Compensation for site selection services shall be the lump sum of Four Thousand and 00/100 Dollars (\$4,000.00).

§ 11.2 For Additional Services designated in Section 4.1, 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.)

As mutually agreed as Additional Services are required.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

As mutually agreed as Additional Services are required.

§ 11.4 Compensation for 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 (~~—~~%, 20 percent (20%)), or as otherwise stated below:

§ 11.5 ~~Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the~~ The compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents	percent (%)
Phase		
Bidding or Negotiation Phase	percent (%)
Construction Phase	percent (%)

Total Basic Compensation	one hundred percent - (100 %)
Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	40%
Bidding or Negotiation Phase	5%
Construction Phase	20%
Total Basic Compensation	100%

§ 11.6 When compensation is based on a percentage of the Cost of the Work 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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. 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, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

SCHEDULE OF HOURLY BILLING RATES
CALENDAR YEAR 2016

<u>Principals</u>	<u>\$200.00</u>
<u>Employee or Category</u>	<u>Rate</u>
<u>Architects</u>	
Senior Project Manager	177.00
Project Manager	138.00
Architect	133.00
Intern Technician	87.00
<u>Security and Detention Design</u>	
Security Design Specialist	166.00
<u>Engineering Director</u>	200.00
<u>Mechanical/Electrical/Plumbing/Engineering</u>	
Senior Engineer	154.00
Engineer/Designer	126.00
Intern Technician	87.00
<u>Structural Engineering</u>	
Senior Engineer	138.00
Engineer/Designer	115.00
Intern Technician	87.00
<u>Corrections Planner</u>	\$200.00
<u>Criminal Justice Consultant</u>	\$150.00
<u>Construction Administration</u>	
Construction Administrator	\$133.00
<u>Specification Writer</u>	\$133.00

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Sustainability Planning

<u>Sustainability Planning Director</u>	154.00
<u>Energy Analyst</u>	129.00
<u>Sustainability Coordinator</u>	115.00

Interior Design

<u>Interior Designer</u>	87.00
--------------------------	-------

Administrative

\$61.00

Rates are subject to change on January 1 of each year.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic 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 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, 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, models, mock-ups, professional photography, and presentation materials requested by the ~~Owner; Owner (unless specifically included in Basic Services);~~
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 ~~All taxes levied on professional services and on reimbursable expenses;~~
- .10 Site office expenses; and
- .11 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 ten percent (~~%~~-10%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Not Applicable

§ 11.10 PAYMENTS TO THE ARCHITECT

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

§ 11.10.2 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.)

%—Twelve percent (12%) per annum

§ 11.10.3 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

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unless the Architect agrees or has been found liable for the amounts in a binding and final dispute resolution proceeding.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

12.1 Neither the Architect nor the Architect's consultants have offered any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by either the Architect or the Architect's consultants as a consequence of the Owner and Architect entering into this Agreement.

12.2 NON-DISCRIMINATION. During the performance of this Agreement, the Architect agrees as follows:

12.2.1 The Architect will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Architect. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

12.2.2 Architect shall state in all solicitations or advertisements for employees placed by or on behalf of the Architect that the Architect is an equal opportunity employer.

12.2.3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient compliance with this provision.

12.2.4 The Architect agrees to include the provisions of 12.2.1, 12.2.2, and 12.2.3 above in every subcontract over \$10,000 so that the provisions will be binding upon each subcontractor.

12.3 During the performance of this Agreement, the Architect agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement in which the employees of the Architect are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

12.4 Architect's services, Instruments of Service, and work product are intended for the sole use and benefit of Owner and are not intended to create any third-party rights or benefits or for any use by any other person or entity or for any other purpose.

12.4.1 Architect's Services shall be limited to those expressly set forth in this Agreement. Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing.

12.4.2 Owner recognizes that the Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety and compliance with all Construction Documents and directions from Owner or building officials. Architect shall not be responsible for construction related damages, losses, costs, or claims, except only to the extent caused by Architect's sole negligence.

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12.4.3 If Value Engineering, or some other format that results in similar evaluations, is performed on this Project, upon the written request or direction of Owner, Architect shall provide its opinion to the Owner with respect to proposed or requested changes in materials, products, or equipment. Architect shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. Owner acknowledges that such changes may result in a reduction in the quality and performance of the project and accepts that risk in recognition of the objectives of the change. Accordingly, Architect shall not be responsible for errors, omissions, or inconsistencies in information by others or in any way resulting from incorporating such substitution into the Project.

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 Owner and Architect.

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

- 1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- 2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

3 2 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

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

OWNER

ARCHITECT

(Signature)

Marche Pittman, County Manager
Polk County

(Printed name and title)

(Signature)

Daniel R. Mace, AIA, Vice President
Moseley Architects P.C.

(Printed name and title)

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Jail Transition, PREA and Policy/Procedure Development Services

1. Organize the Transition and Occupancy Report
 - Project kick-off
 - Transition Team organization and training
 - Assist with development of facility mission statement and goals
2. Develop/Update the Transition Master Plan Schedule
3. Coordinate, Review Transition Activities throughout Project
 - Monthly On-site Meetings
 - Review and Update Tasks
4. Review Plans/Finalize Staffing Plan
 - Develop key posts and determine 24/7 relief requirements
 - Develop facility schedule to optimize staff efficiencies and workload
5. Prepare a Personal Activation Schedule
6. Guide Development of Position Descriptions
 - Determine new positions
 - Review position descriptions reflect competencies and task requirements
7. Guide Furnishings, Fixtures, and Equipment
 - Assist the development of a master list
 - Guide coordination of purchasing and storage in advance of activation
8. Develop a Public Information and Activities Plan for Transition
 - Identify key stakeholder groups and contacts
 - Establish roles of user groups in coordinating and communications
 - Guide coordination and planning for open house, tours and events
 - Assist in the planning for public information and releases for users and visitors
9. Review Scenarios, Develop Policies and Procedures and Inmate Handbook, Review Post Orders
 - Train team and assist with scenario development and testing;
 - Begin development of policies and procedure to address state standards, PREA standards, facility mission, management principles, organizational structure, and new facility design;
 - Send draft policies for review by transition team and incorporate valid comments;
 - Forward revised policies and procedures to the County Attorney for final review;
 - Incorporate any noted recommendations by County Attorney and finalize policies for implementation;
 - Develop Inmate Guide;
 - Review the development of post orders based on developed policies and procedures;
 - Review inmate orientation process and make any noted state standard or PREA related recommendations.
10. Review Contracted Service Agreements and Assist with RFP Development

11. Develop and Assist with Coordination of Pre-Occupancy Training
 - Guide coordination of training plan and curriculum for new facility
 - Assist with training of trainers, conduct initial classroom training, and run initial scenario and emergency drills
 - Supervise development of orientation for facility users to include other agencies, visitors, prisoners and EMS
12. Review Detention Classification Plan
 - MDI and Max
13. Assist with Move-in Logistics Plan
 - Develop plan and schedule
 - Coordinate facility shakedown
14. Conduct Post Occupancy Evaluation
 - Provide assistance to management initially to adjust plans or policy
 - Conduct formal evaluation on site

COUNTY OF Polk, NORTH CAROLINA

PROJECT BUDGET ORDINANCE
Hwy 9 Waterline Ext and Ken Miller Rd Ext

BUDGET EXPENDITURES

	<u>Original Budget</u>	<u>2/22/2016</u>
Waterline Construction		\$ 570,000
Total Expenditures		<u>\$ 570,000</u>

REVENUES

General Fund Appropriation - FY16	520,000
Transfer from Green Creek Church waterline	50,000
Total Revenues	<u>\$ 570,000</u>

Construction of the Hwy 9 waterline extension from Sunny View School to Polk County line and Ken Miller Road. \$520,000 to be appropriated from the General Fund Balance and \$50,000 to be transferred from 54-5931-0589-1, Green River Church waterline project that remains unspent

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER

-Project Ordinance: Hwy9/Ken Miller Ext.

BUDGET AMENDMENT

DATE: 2/22/2016 BOC Meeting
 Department: Water Capital Fund

BATCH #: _____
 (For accounting only)

Amendment # : _____ **40**

INCREASE BUDGETED EXPENDITURE

<u>GL ACCOUNT #</u>	<u>Description</u>	<u>Amount</u>
54-5931-0589-2	Hwy 9/	\$ 50,000
(New)	Ken Miller Rd	

\$ 50,000

DECREASE BUDGETED EXPENDITURE

<u>GL ACCOUNT #</u>	<u>Description</u>	<u>Amount</u>
54-5931-0589-1	Green River	\$ (50,000)
	Church	

\$ (50,000)

EXPLANATION: To transfer unspent funds from Green River Church waterline from Hwy 9
 & Ken Miller Rd

 Department Manager

 COUNTY MANAGER

POLK COUNTY FINANCE

BUDGET AMENDMENT: APPROPRIATE FUND BALANCE/TRANSFER

DATE: 2/22/2016 BOC Meeting

BATCH #:

LINE _____

Dept.: Transfer to Water Capital

Amendment # : 4INCREASE EXPENSEGL ACCOUNT #
10-9800-9854-0Transfer-Water \$ 520,000
Capit Project FundINCREASE FUND BALANCE APPROPRIATEDGL ACCOUNT #
10-3991-0000

Fund Balance Approp \$ (520,000)

EXPLANATION: To appropriate General fund balance to construct waterline from Hwy 9 to Ken Miller Rd

Date approved & entered into the BOC minutesCOUNTY MANAGERFINANCE OFFICER

POLK COUNTY FINANCE

BUDGET AMENDMENT

BATCH #: _____

DATE: 2/22/2016 BOC Meeting

Transfer From: Capital Reserve Fund

Transfer To: Water Capital Project Fund

Amendment # : 41TRANSFER FROM Capital ReserveTRANSFER TO Water - Dam Repair

GL ACCOUNT

Transfer out 22-8168-9800-0 \$ 150,000

Fund Balance Approp 22-3931-0000 \$ (150,000)

GL ACCOUNT

Transfer-in 54-3980-0000 \$ (150,000)

Contract Svc 54-5930-4400-0 \$ 150,000

EXPLANATION:

To transfer reserved funds from the Capital Reserve Fund to the Water Capital Project Fund for a stability analysis, dam modification preparation and permitting

Note: Transfers between funds that exceed \$7,500 must have Board approval

Date approved & entered into the BOC minutesCOUNTY MANAGERFINANCE OFFICER

COUNTY OF Polk, NORTH CAROLINA

PROJECT BUDGET ORDINANCE
Detention & Sheriff Facility**BUDGET EXPENDITURES**

	<u>Original Budget</u>	<u>2/22/2016</u>
Architectual Design		\$ 283,282
 Total Expenditures		<u>\$ 283,282</u>

REVENUES

General Fund Balance appropriation-FY16	\$ 283,282
 Total Revenues	<u>\$ 283,282</u>

Phase I and II of Detention Sheriff Facility

Date approved & entered into the BOC minutesCOUNTY MANAGERFINANCE OFFICER-Project Ordinance: Detention Sheriff Facility

POLK COUNTY FINANCE

BUDGET AMENDMENT: APPROPRIATE FUND BALANCE/TRANSFER

DATE: 2/22/2016 BOC Meeting

BATCH #:

LINE _____

Dept.: Transfer to Capital Project Fund-Detention/Sheriff Facility

Amendment # : 5INCREASE EXPENSE

GL ACCOUNT #

10-9800-9841-0

Transfer \$ 283,282
Capital Project FundINCREASE FUND BALANCE APPROPRIATED

GL ACCOUNT #

10-3991-0000

Fund Balance Approp \$ (283,282)

EXPLANATION:

To appropriate General fund balance for the schematic design and design development phases for a Detention & Sheriff Facility

Date approved & entered into the BOC minutesCOUNTY MANAGERFINANCE OFFICER

**RESOLUTION
DECLARING THE INTENT TO REIMBURSE EXPENDITURES
POLK COUNTY DETENTION & SHERIFF OFFICE FACILITY**

WHEREAS, the Finance Officer has described to the Board of Commissioners the desirability of adopting a resolution, as provided under Federal tax law, to facilitate the County's use of financing proceeds to restore the County's funds when the County makes capital expenditures prior to closing on a bond issue or other financing.

NOW, THEREFORE BE IT RESOLVED by the Polk County Board of Commissioners as follows:

1. The project is for the Polk County Detention & Sheriff Office Facility.
2. The project is to be financed. The currently expected type of financing is an installment financing contract as allowed for under N.C.G.S 160A-20. The currently expected maximum amount of bonds or other obligations to be issued or contracted for the project is \$12,000,000.
3. Funds that have been advanced, or may be advanced from the general fund for project costs, are intended to be reimbursed from the financing proceeds. The advances and the debt issuance from which reimbursement is to be made will conform to Federal tax laws for tax-exempt debt issuances.

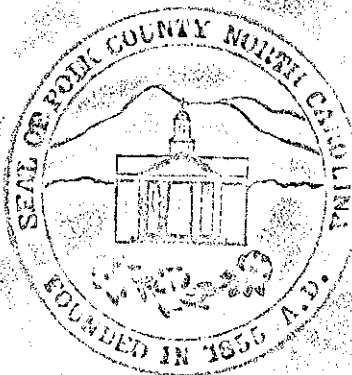
Adopted this 22nd day of February, 2016.

POLK COUNTY BOARD
OF COMMISSIONERS

Tom E. Pack
Chair

ATTEST:

Beth Fehrmann
Clerk to the Board



**Volunteer board
applications are
available for review
upon request.**

**Contact Beth Fehrmann,
Clerk to the Board,
@ 894-3301 Ext. 221.**