

MACON COUNTY BOARD OF COMMISSIONERS
February 11, 2020
AGENDA

1. Call to order and welcome by Chairman Tate
2. Announcements
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s)
6. Public Comment Period
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
10. Old Business
 - A. Resolution exempting engineering services for Greenway Connection Project- *Derek Roland, County Manager*
 - B. Resolution exempting surveying services for Greenway Connection Project- *Derek Roland, County Manager*
11. New Business
 - A. Lease extension for USDA Service Center located at 189 Thomas Heights Road, Franklin NC, 28734- *Derek Roland, County Manager*
 - B. Consideration of Architectural Services Contract for Macon Middle School Renovation Project- *SGA Narmour Wright*
 - C. Resolution exempting surveying services for Macon Middle School Renovation Project – *Derek Roland County Manager*
 - D. Consideration of Agreement with “No Wrong Door” for inmate services in Macon County Jail- *Sheila Jenkins, No Wrong Door*

12. Consent Agenda – Attachment

All items below are considered routine and will be enacted by one motion. No separate discussion will be held except on request of a member of the Board of Commissioners.

- A. Minutes from January 14, 2020
- B. Budget Amendments #164-166
- C. Order Macon County Tax Office to collect unpaid taxes for current fiscal year per NCGS 105-369
- D. Tax Releases for January in the amount of \$197.80
- E. Tax Office Monthly Report

13. Appointments

- A. Nantahala Fire Department Relief Fund Trustees

14. Closed session (if necessary)

15. Adjourn/Recess

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 11, 2020

DEPARTMENT/AGENCY: Legal

SUBJECT MATTER: Greenway Connection Project

COMMENTS/RECOMMENDATION:

Following approval of the locally administered project agreement on January 14, 2020, Macon County will now begin the design phase of the Greenway Connection project. Attached for your consideration is a resolution exempting engineering services from the provisions of Article 3D Chapter 143 of the North Carolina General Statutes

Attachments Yes No

Agenda Item 10A

**RESOLUTION EXEMPTING ENGINEERING SERVICES PROJECT FOR
CONSTRUCTION OF PATHWAY CONNECTING SIDEWALK ON
EXISTING BRIGE NO. 22 TO THE GREENWAY BELOW IT IN
FRANKLIN, NORTH CAROLINA, FROM THE PROVISIONS OF ARTICLE 3D OF
CHAPTER 143 OF THE NORTH CAROLINA GENERAL STATUTES**

WHEREAS, Article 3D of Chapter 143 of the North Carolina General Statutes establishes a general public policy regarding procurement of engineering services; and

WHEREAS, North Carolina General Statutes Section 143-64.32 provides:

"Units of local government or the North Carolina Department of Transportation may in writing exempt particular projects from the provisions of this Article in the case of proposed projects where an estimated professional fee is in an amount less than fifty thousand dollars (\$50,000)"; and

WHEREAS, Macon County is now in need of engineering services for the proposed "Construction of Pathway Connecting Sidewalk on Existing Bridge No. 22 to the Greenway Below it in Franklin, NC" in connection with the work contemplated for such Construction of Pathway Connecting Sidewalk to Greenway by Macon County; and

WHEREAS, the estimated professional fee for the proposed "Construction of Pathway Connecting Sidewalk on Existing Bridge No. 22 to the Greenway Below it in Franklin, NC" in connection with the work contemplated for such Construction of Pathway Connecting Sidewalk to Greenway by Macon County is in an amount less than fifty thousand (\$50,000) dollars.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF MACON that the proposed engineering services project for the "Construction of Pathway Connecting Sidewalk on Existing Bridge No. 22 to the Greenway Below it in Franklin, NC" in connection with the work contemplated for such Construction of Pathway Connecting Sidewalk to Greenway by Macon County is hereby exempted in writing from the provisions of Article 3D of Chapter 143 of North Carolina General Statutes pursuant to the provisions of N.C. Gen. Stat. §143-64.31.

Adopted this 11th day of February, 2020.

James Tate, Chairman
Macon County Board of Commissioners

ATTEST:

Clerk to the Board
(SEAL)



Civil Engineering Technologies

Municipal ♦ Industrial ♦ Commercial ♦ Residential www.CETECHENGINEERING.COM

CONSULTING ENGINEERING:
125 Highlands Road Franklin, North Carolina 28734 Tel.: (828) 524-9185 Fax (828) 349-9535

February 4, 2020

Mr. Derek C. Roland, County Manager
Macon County
5 West Main Street
Franklin, North Carolina 28734

**RE: Agreement for Professional Engineering Services
Macon County Greenway at Frogs Bldg; Little Tennessee River
Macon County, North Carolina**

Dear Mr. Roland:

The following summarizes the services to be provided and interest to be assumed by CETech Associates, P.A. for the development of the subject parcel:

PROJECT UNDERSTANDING

The site is currently traversed by the Little Tennessee River where a paved portion of the existing Greenway path terminates. The purpose of this project will be to extend the Greenway travelway underneath the existing bridge to provide appropriate pedestrian and bicycle headroom below the bridge structure.

Funding will be in part by NCDOT, along with County participation.

SCOPE OF WORK

I – Site Development Plans

A conceptual site plan will be prepared and submitted to Macon County for review. The site plan will be reviewed for conformance with regulatory agency requirements, setbacks, municipal ordinances and rules, and existing land features including topography, buried utility locations, existing roadways and access, soil types, waterways, vegetative cover, and other pertinent physical features.

Based on the conceptual site plan, the Engineer will develop construction drawings for regulatory permitting and sitework construction. The sitework plans will include a site plan, and a paving, grading, and drainage plan, for bidding.

Mr. Roland
February 4, 2020
Page 2

II- Construction Phase

The Construction Phase will begin with the notification of award of contract by the Owner. Services will be provided as requested by the Owner.

OWNER RESPONSIBILITIES

Specifically, but not limited to, the following will be provided by the Owner as may be required:

Survey data as required for design, including topography (contours on 2-foot intervals and spot elevations), boundaries and lots, easements, right-of-ways, roads utilities and other features necessary for preparation of the plans. This will be in digital format (AutoCad). Note:

Construction staking will be by the contractor.

Submittal Fees (if required)

Soils Investigations and Construction Testing (if required)

Legal and Administrative Fees (if required)

Costs for reproducibles (ie. blueprints, copies, mail, etc.)

If required, outside services, including surveyor, geotechnical consultant, and archaeological consultant will be provided by the Owner, and are not included in lump sum fees or estimates. Unless otherwise indicated, this proposal/contract does not include permit application filing fees, reproduction costs, survey services, geotechnical services, aerial photography services, costs incurred as a result of manipulation or encroachment of easements, alleys or right-of-ways, off-site improvements, costs incurred as a result of non-compliance, costs required as a result of environmental impacts, environmental studies or biological determinations not specifically identified herein, costs required for traffic studies or transportation engineering or any costs relating to the design or construction of the buildings, or other structures not specifically indicated in this proposal. Hourly work noted herein and additional work, only as authorized by the Owner, will be provided in accordance with the fee and expense schedule attached. Costs for reproducibles will also be invoiced as per the same schedule.

PAYMENT FOR SERVICES

CEtech Associates, PA will be compensated in accordance with the following schedule. The Owner will be invoiced for the services provided on the following pay item schedules:

I: Site Plans

Paving, Grading, Drainage Plans	\$ 4,500
---------------------------------	----------

II: Construction Phase

This will be invoiced hourly based on schedule herein. Owner approval will be required prior to providing any services.

Mr. Roland
February 4, 2020
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Hourly work described herein will be provided in accordance with the fee schedule stated below:

CEtech Associates, P.A. FEE SCHEDULE

Hourly Fees

Registered Professional Engineer (Engineer of Record)	\$125.00
Engineering Designer	\$75.00
Engineering Technician	\$75.00
Engineering Designer	\$65.00
Resident Project Representative	\$65.00
Clerical	\$35.00

Reimbursable Expenses

Blueprints (24"x36")	\$2.50 each
Reports (GBC Bound)	\$50.00 each
Vellums (24"x36")	\$15.00 each
Mylars (24"x36")	\$25.00 each
Overnight Mail	cost + 15%
Misc. Costs, copies	cost + 15%

Overnight Mail cost + 15%

Mileage \$0.48/mile from Franklin, NC office for trips outside Macon County

INVOICES: Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of the services. Each invoice is due on presentation and is past due thirty (30) days from invoice date. LIMITATION OF LIABILITY: The client agrees not to personally charge any employee of CEtech Associates, PA with any liability arising out of the performance of this Agreement.

CONTRACT ASSIGNMENT: This Proposal/Contract is for the exclusive use of the client and is not assignable to or assumable by any third party without prior written consent of this firm. This Proposal is valid for ten (10) days of the date noted herein.

CONTRACT AMOUNT: Execution of this Contract by the Owner authorizes CEtech Associates, P.A. to proceed with the services as outlined herein for with the associated fees and invoice schedules.

CEtech Associates, P.A. or its officers reserve the right to suspend or terminate work under this agreement upon failure of the client to pay invoices as due.

Macon County may terminate this agreement upon written notification to CEtech Associates, PA; CEtech Associates, PA shall be compensated for work based on percentage of completion for work performed prior to the termination.

Please sign and date below and return a copy to us as our authorization to proceed.

This Agreement for Professional Services authorizes CEtech Associates, P.A. to commence on work for the fees outlined herein. Owner authorization will be required for additional services

Mr. Roland
February 4, 2020
Page 4

not included, only if required. Hourly Services during construction will be per the attached schedule, as authorized and as required.

This Proposal Accepted:



Larry A. Lackey, Jr., P.E.
President, CEtech Associates, PA

Owner _____ Date _____
Title: _____

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 11, 2020

DEPARTMENT/AGENCY: Legal

SUBJECT MATTER: Greenway Connection Project

COMMENTS/RECOMMENDATION:

Following approval of the locally administered project agreement on January 14, 2020, Macon County will now begin the design phase of the Greenway Connection project. Attached for your consideration is a resolution exempting surveying services from the provisions of Article 3D Chapter 143 of the North Carolina General Statutes

Attachments Yes No

Agenda Item 10B

**RESOLUTION EXEMPTING SURVEYING SERVICES PROJECT FOR
CONSTRUCTION OF PATHWAY CONNECTING SIDEWALK ON
EXISTING BRIGE NO. 22 TO THE GREENWAY BELOW IT IN
FRANKLIN, NORTH CAROLINA, FROM THE PROVISIONS OF ARTICLE 3D OF
CHAPTER 143 OF THE NORTH CAROLINA GENERAL STATUTES**

WHEREAS, Article 3D of Chapter 143 of the North Carolina General Statutes establishes a general public policy regarding procurement of surveying services; and

WHEREAS, North Carolina General Statutes Section 143-64.32 provides:

"Units of local government or the North Carolina Department of Transportation may in writing exempt particular projects from the provisions of this Article in the case of proposed projects where an estimated professional fee is in an amount less than fifty thousand dollars (\$50,000)"; and

WHEREAS, Macon County is now in need of surveying services for the proposed "Construction of Pathway Connecting Sidewalk on Existing Bridge No. 22 to the Greenway Below it in Franklin, NC" in connection with the work contemplated for such Construction of Pathway Connecting Sidewalk to Greenway by Macon County; and

WHEREAS, the estimated professional fee for the proposed "Construction of Pathway Connecting Sidewalk on Existing Bridge No. 22 to the Greenway Below it in Franklin, NC" in connection with the work contemplated for such Construction of Pathway Connecting Sidewalk to Greenway by Macon County is in an amount less than fifty thousand (\$50,000) dollars.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF MACON that the proposed surveying services project for the "Construction of Pathway Connecting Sidewalk on Existing Bridge No. 22 to the Greenway Below it in Franklin, NC" in connection with the work contemplated for such Construction of Pathway Connecting Sidewalk to Greenway by Macon County is hereby exempted in writing from the provisions of Article 3D of Chapter 143 of North Carolina General Statutes pursuant to the provisions of N.C. Gen. Stat. §143-64.31.

Adopted this 11th day of February, 2020.

James Tate, Chairman
Macon County Board of Commissioners

ATTEST:

Clerk to the Board
(SEAL)



SPRINKLE SURVEYING, P.A.

464 WEST PALMER STREET

FRANKLIN NC 28734

PHONE (828) 524-5867 FAX (828) 524-7994

www.sprinklesurveying.com

G.L. Sprinkle
Professional Land Surveyor

PROPOSAL

TO: Jack Morgan
Macon County

Date: 1/30/2020

Job Name/Location:

Proposed topographic survey for Greenway connection passing under 23/441 Business bridge.

We hereby submit specifications and estimates for: Topographic survey with two (2) contours.

We propose hereby to furnish material and labor complete in accordance with the above specifications for the sum of: \$2,500.00 (Twenty-Five Hundred dollars and 00 cents.)

Payment to be made as follows:

Lump sum upon delivery of plats.

Authorized Signature: _____
G.L. Sprinkle, PLS- 1454

ACCEPTANCE OF PROPOSAL. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Authorized Signature

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 11, 2020

DEPARTMENT/AGENCY: Administration

SUBJECT MATTER: USDA lease extension

COMMENTS/RECOMMENDATION:

USDA is requesting a lease extension from April 1, 2020- March 31, 2023 for the space they currently occupy, located at 189 Thomas Heights Road Franklin NC, 28734. A copy of the proposed lease extension is attached for your consideration. Also attached, please find a copy of the current lease extension, which was approved in April of 2017 and will be expiring on March 31, 2020.

Attachments Yes No

Agenda Item 11A

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 7
	TO LEASE NO. USDA Macon County Service Center
ADDRESS OF PREMISES Macon County Service Center 189 Thomas Height Road Franklin, NC 28734	PDN Number: N/A

THIS AMENDMENT is made and entered into between **The County of Macon**

whose address is: **5 West Main Street, Franklin, NC 28734**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend lease term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Effective upon execution by the Government, the lease period of the above described premises will be extended from **April 1st, 2020** through **March 31st, 2023**.
2. **Effective April 1st, 2020**, the Government will pay the Lessor annual rent of **\$9,920.00** payable at the rate of **\$826.66*** per month (representing **\$5.00** per square foot for **1,984** net usable square feet) in arrears. (*Rates may be rounded.)
3. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (<https://www.sam.gov>) upon receipt of this lease Amendment. The Government will not process rent payments to Lessors without an active/updated SAM Registration.

This Lease Amendment contains 1 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

Signature: _____
Name: _____
Title: Lease Contracting Officer, USDA
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF AGRICULTURE FARM SERVICE AGENCY	LEASE AMENDMENT NO. 06
LEASE AMENDMENT	TO LEASE NO. USDA Macon County Service Center
ADDRESS OF PREMISES Macon County Service Center 189 Thomas Height Road Franklin, North Carolina 28734	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between The County of Macon whose address is: 5 West Main Street, Franklin, NC 28734

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

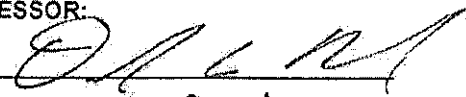
1. This Lease Agreement is issued to extend the lease term beginning April 1, 2017 through March 31, 2020.
2. Effective April 1, 2017, the Government will pay the lessor annual rent of \$9,920.00 payable at the rate of \$826.66 per month, representing \$5.00 per square feet at 1,984 usable square foot in arrears.
3. Pursuant to the Lease Agreement, the tenant reserves the right to terminate this lease or decrease the amount of space at any time by giving at least 120 days notice in writing to the Lessor.
4. The Lessor must have an active/updated registration in the System for Award Management (SAM) www.SAM.gov, upon receipt of this Lease Amendment. Registration must remain "Active" throughout the lease term and renewed annually. The Government will not process rent payments to Lessors without an active/updated SAM registration.

This Lease Amendment contains (1) page.


All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

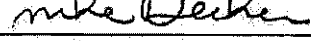
FOR THE LESSOR:

Signature: 
Name: Derek C. Rowland
Title: County Manager
Entity Name: Macon County
Date: 5/16/17

FOR THE GOVERNMENT:

Signature: 
Name: Ginger B. Rider
Title: Warranted Lease Contracting Officer
United States Department of Agriculture
Date: 05-12-2017

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Mike Decker
Title: Deputy Clerk to the Board
Date: 05/16/17

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 11, 2020

DEPARTMENT/AGENCY: Administration/School Board Liaisons

SUBJECT MATTER: Macon Middle School Renovation Project

COMMENTS/RECOMMENDATION:

Representatives from SGA Narmour Wright will be present to discuss the proposed contract for architectural services at the Macon Middle School renovation project. Attached please find the proposed contract between SGA Narmour Wright and Macon County.

Attachments Yes No

Agenda Item 11B

DRAFT AIA® Document B101™ - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 10th day of February in the year 2020
(In words, indicate day, month and year.)

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

Macon County
c/o Derek C. Roland
Macon County Manager
5 West Main Street
Franklin, NC 28734

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

SGA | Narmour Wright Design, PA
c/o Thomas H. Wright, III
NC Managing Principal, Vice President
1815 S. Tryon St., Suite A
Charlotte, NC 28203

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

Macon Middle School Renovations
1345 Wells Grove Rd.
Franklin, NC 28734

The Owner and Architect agree as follows.

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

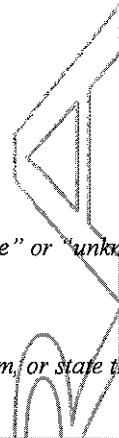
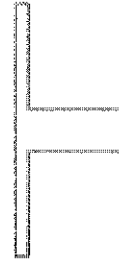
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
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- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT



ARTICLE 1 INITIAL INFORMATION

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

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

No new building construction included within this scope – reference attached "Macon County Middle School Scope" document dated December 05, 2019; revised December 18, 2019. The Owner (Macon County) is procuring this work on behalf of the Owner and Macon County Board of Education and that the Macon County Board of Education is entitled to be kept up to date on the project at all times.

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

Building is approximately 112,580 TGSF including 4,885 SF mezzanine and 7,580 SF basement beneath the North East Wing. No work is included within the basement area (7,580 SF) beneath the North East Wing.

§ 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 breakdown.)

~~\$12,684,594.00~~ Twelve Million Six Hundred Eighty-Four Thousand Five Hundred Ninety-Four Dollars

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

.1 Design phase milestone dates, if any:

Fall - 2020

.2 Construction commencement date:

Fall 2020

.3 Substantial Completion date or dates:

Summer 2022

.4 Other milestone dates:

NA

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

Competitive Bid in accordance with Chapter 143, Article 8 of the North Carolina General Statutes and North Carolina Law.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

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

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

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

Derek C. Roland
Macon County Manager
5 West Main Street
Franklin, NC 28734
(828) 371-2405

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

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

NC DPI
Macon County
Macon County Board of Education

§ 1.1.9 The Owner shall retain the following consultants and contractors:

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

.1 Surveyor: N/A

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

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

Mark Sealy, AIA, Project Manager / Architect
SGA | Narmour Wright Design, PA
1815 S. Tryon St., Suite A
Charlotte, NC 28203
msealy@sganwdesign.com
919.810.1246

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

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:
Stewart, Inc.
101 N Tryon St., Suite 1400
Charlotte, NC 28202
- .2 Mechanical Engineer:
NV5
1928 South Blvd., Suite 300
Charlotte, NC 28203
- .3 Electrical Engineer:
NV5
1928 South Blvd., Suite 300
Charlotte, NC 28203
- .4 Plumbing Engineer:
NV5
1928 South Blvd., Suite 300
Charlotte, NC 28203
- .5 Cost Consultant:
Palacio Collaborative
2443 Claude St NW
Atlanta, GA 30318
- .6 Food Service Design:
Herbin Design
7525 Dorn Circle
Charlotte, NC 28212
- .7 Civil Design:
Civil Design Concepts, PA
P.O. Box 5432
Asheville, NC 28813

§ 1.1.11.2 Consultants retained under Supplemental Services:

NA

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

Structural Assessment Report of Mezzanine to be provided by Owner.
Hazardous Material assessment to be provided by Owner.

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

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

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~one million~~ » (\$ ~~1,000,000~~ ») for each occurrence and ~~two million~~ » (\$ ~~2,000,000~~ ») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~N/A~~ » (\$ ~~0~~ ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than ~~«one million »~~ (\$ ~~«1,000,000 »~~) each accident, ~~«one million »~~ (\$ ~~«1,000,000 »~~) each employee, and ~~«one million »~~ (\$ ~~«1,000,000 »~~) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~«two million »~~ (\$ ~~«2,000,000 »~~) per claim and ~~«four million »~~ (\$ ~~«4,000,000 »~~) in the aggregate.

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

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

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

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

§ 3.1.7 In the event the Owner directs the Architect to make revisions to the Instruments of Service accommodate value engineering, cost-saving measures, or substitutions proposed by the Contractor, Owner, Owner's consultants, or others, against the Architect's reasonable objections to the proposed revisions, the Owner shall indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of such revisions to the Instruments of Service.

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and

electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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

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

§ 3.3.4 The Architect may, with approval of the Owner and appropriate Authorities, combine the Schematic Design Phase and Design Development Phase into a single Preliminary Design Phase. The scope of this Preliminary Design Phase would be equivalent to the Schematic Design Phase and Design Development Phase scopes.

§ 3.4 Construction Documents Phase Services

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. The Parties hereto acknowledge that the owner is a North Carolina County. Architect shall assist the owner in the following provisions of Chapter 143, Article 8, of the North Carolina General Statutes and North Carolina Law in performing its duties under this 3.4.3.

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Parties hereto acknowledge that the owner is a North Carolina County. Architect shall assist the owner in the following provisions of Chapter 143, Article 8, of the North Carolina General Statutes and North Carolina Law in performing its duties under this 3.5.1.

§ 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;

- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- .5 The Parties hereto acknowledge that the owner is a North Carolina County. Architect shall assist the owner in the following provisions of Chapter 143, Article 8, of the North Carolina General Statutes and North Carolina Law in performing its duties under this 3.5.2.2.

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

§ 3.5.3 Negotiated Proposals

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

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

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, for the sole purpose of becoming 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 design intent expressed in the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly

report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. No other duties and/or responsibilities are imposed upon the Architect by making the site visits as provided herein.

§ 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, but not the obligation to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the 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, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. Language or terms in Architect's certification of pay application shall not be construed as imposing a higher or more stringent standard or responsibility upon the Architect than what is set forth in this Agreement. This Agreement, not the Application for Payment or the Architect's certification thereof, shall control the Architect's obligations, responsibilities and standard of care.

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

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule, but in no event shall Architect have less than ten (10) business days, to review and respond to any submissions, including but not limited to shop drawings, product data or samples, change orders, and

requests for payment. For submissions that require the review of a consultant, not less than fifteen (15) days shall be allotted.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The parties agree that an orderly submittal process is critical to enabling the Architect to perform its services, including evaluating whether products to be incorporated into the Work meet the contract requirements, or the requirements of the Building Code, and other applicable governmental regulations. Therefore, if the Owner or Contractor fail to timely provide Architect all information necessary to evaluate a submittal in accordance with the protocols set forth in this Agreement, including without limitation a proposed substitution, the Architect shall have no liability whatsoever regarding that product's compliance with plans and specifications, the Building Code or other applicable governmental regulations. The parties further agree that no course of conduct, pattern or practice during construction shall operate to waive or override this provision or section 3.6.4 of this Agreement.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	NP
§ 4.1.1.2 Multiple preliminary designs	NP
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	ARCHITECT
§ 4.1.1.5 Site evaluation and planning	NP
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	NP
§ 4.1.1.9 Landscape design	NP
§ 4.1.1.10 Architectural interior design	NP
§ 4.1.1.11 Value analysis	NP
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	NP

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	NP (Contractor)
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	NP
§ 4.1.1.21 Telecommunications/data design	NP
§ 4.1.1.22 Security evaluation and planning	NP
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	NP
§ 4.1.1.29 Other services provided by specialty Consultants	NP
§ 4.1.1.30 Other Supplemental Services	NP

§ 4.1.2 Description of Supplemental Services

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

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

4.1.1.4 Existing facilities surveys — as needed to document scope of work to be performed.

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

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

NA

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

§ 4.2 Architect's Additional Services

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

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect

shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

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

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

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 ~~Two~~ (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~Seventy-Two~~ (72) visits to the site by the Architect during construction. Once (1) per week x Eighteen (18) months.
- .3 ~~One~~ (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~Two~~ (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and

Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~Thirty~~ (30) 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.

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

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

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

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

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

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

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

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*



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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

~~§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the~~

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

NA

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

NA

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

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

Betterment. If any required item or component of the Project is omitted from Architect's Construction Documents, Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. However, if an item or component is omitted and said item or component is determined to be necessary by Owner for the Contractor to construct the Project in accordance with the Owner's understanding of the Project or Architect Construction Documents' intent, then Architect, at no additional cost to the Owner, shall be responsible for providing all required modifications to the Architect Construction Documents, including but not limited to preparing and issuing revised Architect Construction Documents (inclusive of Architectural, MEP, etc.); coordination with all Project consultants; attendance at project coordination meetings, and obtaining required approvals from authorities having jurisdiction over the Project and/or the Owner's third party consultants. Subject to the foregoing, in no event will Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project. The intent of this paragraph is to clarify that while Architect will not be responsible for the cost of an item omitted from the Architect Construction Documents except for damages caused by the omission, Architect will not be relieved from its professional liability for the design and preparation of the Architect Construction Documents.

Owner and Architect agree that the services provided pursuant to this Agreement involve risks of liability which cannot be adequately compensated for by the payments the Owner will make under this Agreement, and without this limitation of liability, Architect would not be willing to enter into this Agreement. Therefore, notwithstanding the

policy limits of any insurance carried by Architect, its total cumulative liability for this Project shall be limited to the coverage provided under its errors and omissions policy or the fees paid to Architect, whichever is more, for damages due to its negligent acts, errors, omissions, breach of contract, or any other cause related to or arising from this Agreement or the Project.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

NA

.2 Percentage Basis
(Insert percentage value)

Eight (8) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

NA

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

Stipulated Sum amount of \$5,000.00 (Five Thousand Dollars)

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

Hourly fee per section 11.7 or a Stipulated Sum amount to be agreed upon by Owner and Architect

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twelve and One-Half percent (12.5%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

()

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

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Thirty	percent (30	%)
Procurement Phase	Five	percent (05	%)

Construction Phase	Thirty percent (30 %)
Total Basic Compensation	one hundred percent (100 %)

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

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Managing Principal	\$250/hour
Senior Designer/Principal	\$150/hour
Project Architect/Engineer	\$135/hour
CAD/Technical/Engineer	\$110/hour
Administrative	\$85/hour

§ 11.8 Compensation for Reimbursable Expenses

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

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 0 percent (0 %) of the expenses incurred. Reimbursable Expenses identified in 11.8.1 shall be billed towards a Not To Exceed Amount of \$10,000.00 (Ten Thousand Dollars)

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« NA »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid NA (NA) 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.)

zero % 0

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

(Include other terms and conditions applicable to this Agreement.)

- A. Architect shall comply with the e-verification requirements of Article 2 of Chapter 64 of the General Statutes. Further, if it utilizes a subcontractor to comply with the e-verification requirements of Article 2 of Chapter 64 of the General Statutes.
- B. That notwithstanding anything to the contrary contained herein, the Contract for Construction shall include a non-binding mediation agreement which preserves the option of either party to go to court as required by NC General Statute 143-128.9f1) and this provision shall control.
- C. Architect shall take all necessary steps to assist Owner with compliance by Owner with the provisions of Chapter 143, Article 8 of the North Carolina General Statutes in connection with the project which is the subject matter of this agreement and will assist Legal Counsel for Owner in making any required certifications to the N.C. local Government Commission or Lenders in connection with the same.
- D. Architect shall take all necessary steps to assist Owner with e-verification compliance in connection with the Contract for Construction to be specified by this agreement.

E. Architect shall take all necessary steps to assist Owner with compliance of the Minority Business Outreach Resolution of Macon County, North Carolina.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:

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

"Macon County Middle School Scope" dated December 05, 19, revised dated 12, 18, 19

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

OWNER (Signature)

« »

(Printed name and title)

ARCHITECT (Signature)

**Thomas H. Wright III, NC Managing Principal,
Vice President**

(Printed name, title, and license number, if required)

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

This the ___ day of _____, 2020

Macon County Finance Officer

Macon County Middle School Scope

December 05, 2019 / Revised 12.09.2019 / Revised 12.16.19 / Revised 12.18.19

ITEM	12.05	12.09	12.16
NEW CONSTRUCTION			
Multi-Purpose / Locker Room	N		
RENOVATION			
DEMOLITION			
All trades - all work	Y		
SITE			
Guard Rails for code compliance (exterior stair Rails at entry)	Y		
Replace Drop-Off / Entrance Canopies	Y		
Foundation Drainage at Band Room downspout Leader tie-ins etc.	Y		
Downspout Leader tie-ins, etc. ensure flow	Y		
Parking lot Paving	N		
ROOF			
Replace all membrane roof areas - Inc. potential insulation / replacement or addition	Y		
Replace shingle roof areas with SSM to match existing	Y		
Rework mechanical screen pitch pockets and rusted steel supports	Y		
Minimal repair of gutters / downspouts	Y		
Repair exterior soffits	Y		
Replace SSM / improve insulation value	N		
EXTERIOR WALLS			
Clean and repoint brick	Y		
Replace all windows and install sill flashing with end dams to greatest extent possible, attempt to use a singular window system type to greatest extent possible.	Y		
Provide larger windows in areas where required to meet life safety egress requirements	Y		
Repair, rework or provide lintels at all openings as needed	Y		
Replace all exterior door assemblies, including sidelights where applicable. New doors/ hardware to allow for access control system as defined by School System (control system not in scope)new door assemblies to be non-visual	Y		
Repair damaged section of exterior wall at south face of West Wing	Y		
Review / update exterior entry access methods	N		
Develop screen wall at cafeteria patio area for visual and physical security - - - Generate Cost Options for review and possible inclusion	N/Y	revised	
Structural review for foundation deficiencies	N		
Exterior wall of original building to be reviewed by third party moisture intrusion specialist to determine remediation requirements - - - Generate Costs Options for possible Alternate inclusion	N/Y	revised	
Improve insulation value of exterior wall (meet current energy code)	N		
Basement area of 1995 addition	N		
INTERIOR			
Remove / replace all ceiling finishes where work above ceiling occurs (clarification)	Y		

Add two stop elevator to provide access to Mezzanine	Y		
Kitchen equipment / hood replacement (\$150k equip allowance/\$125k HVAC allowance)	Y		
Add railing to stairs and ramps for code compliance	Y		
Repair / replace millwork impacted by window changes	Y		
New Floor Finishes - (restrooms only)	Y		
Replace toilet partitions / accessories	Y		
Replace toilet fixtures / water fountains	Y		
New Wall Finishes - Paint (all)	Y		
Front desk security screen / SRO office at lobby - - - (add +/- 600sf partition with 2 doors)	Y	revised	
Cafeteria tables - - - Include as Add Alternate	Y	revised	
Reconfigure locker rooms / showers	N		
Replace general lockers	N		
Increase toilet count / enlarge restrooms in three classroom wings - added 12.16.19 - possible alternate	Y		revised
Interior Doors / Hardware / Keying - replace hardware/keying - refinish all / replace as needed	Y	revised	
Replace retractable bleachers - - - include as Add Alternate	Y	revised	
Lower area of 1995 Addition	N		
Add office areas to south side of second level at Mezzanine	N		
Replace Carpet in Classrooms w/ VCT	Y	revised	
MECHANICAL			
Remove / replace all rooftop units with less that 5 years remaining useful life	Y		
Remove / replace all controls associated with the roof top units	Y		
Remove / replace all internal lined ductwork	Y		
Remove / replace all exhaust fans with less that 5 years remaining useful life	Y		
Modify ventilation to serve increased toilet count / enlarge restrooms for code compliance	Y		
Remove / replace kitchen exhaust and makeup air units (see allowance above)	Y		
Remove / replace all grease exhaust ductwork (see allowance above)	Y		
Convert plenum return to ducted return	N		
ELECTRICAL			
Replace/add LED lights and controls throughout school	Y		
Replace/add electrical distribution throughout school as necessary	Y		
Replace/add fire alarm system throughout school	Y		
Add aprox 131 new data drops, Relocate IDFs 5, 7, 9 - replace all existing drops to these rooms and fiber from each room to MDF 1.	Y	revised	
PLUMBING			
Remove /Replace water heaters for general domestic hot water generation	Y		
Remove/replace water heaters for kitchen domestic hot water generation	Y		
Modify plumbing for replacing toilet fixtures / water fountains	Y		
Modify plumbing to serve increased toilet count / enlarge restrooms for code compliance	N		
Fire Protection			
Add fire protection to the entire facility to take advantage of reduced wall ratings	N		

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 11, 2020

DEPARTMENT/AGENCY: Legal

SUBJECT MATTER: Macon Middle School Renovation Project

COMMENTS/RECOMMENDATION:

Please find attached a resolution exempting surveying services for the Macon Middle School renovation project from the provisions of Article 3D of Chapter 143 of the North Carolina General Statutes.

Attachments Yes No

Agenda Item 11C

**RESOLUTION EXEMPTING SURVEYING SERVICES FOR MACON MIDDLE
GRADE SCHOOL RENOVATION PROJECT IN MACON COUNTY, NORTH
CAROLINA, FROM THE PROVISIONS OF ARTICLE 3D OF CHAPTER 143 OF THE
NORTH CAROLINA GENERAL STATUTES**

WHEREAS, Article 3D of Chapter 143 of the North Carolina General Statutes establishes a general public policy regarding procurement of surveying services; and

WHEREAS, North Carolina General Statutes Section 143-64.32 provides:

“Units of local government or the North Carolina Department of Transportation may in writing exempt particular projects from the provisions of this Article in the case of proposed projects where an estimated professional fee is in the amount less than fifty thousand dollars (\$50,000)”; and

WHEREAS, Macon County is now in need of surveying services for the proposed Macon Middle Grade School Renovation Project in Macon County, North Carolina; and

WHEREAS, the estimated professional surveying fees for the required surveying work on the proposed Macon Middle Grade School Renovation Project in Macon County, North Carolina is in an amount less than fifty thousand (\$50,000) dollars.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF MACON that the proposed surveying services project for the proposed Macon County Middle Grade School Renovation Project in Macon County, North Carolina, is hereby exempted in writing from the provisions of Article 3D of Chapter 143 of North Carolina General Statutes pursuant to the provisions of N.C. Gen. Stat. §143-64.32.

Adopted this 6th day of February, 2020

James Tate, Chairman
Macon County Board of Commissioners

ATTEST:

Clerk to the Board

(COUNTY SEAL)

SPRINKLE SURVEYING, P.A.

464 WEST PALMER STREET

FRANKLIN NC 28734

PHONE (828) 524-5867 FAX (828) 524-7994

www.sprinklesurveying.com

G.L. Sprinkle
Professional Land Surveyor

PROPOSAL

TO: Jack Morgan
Macon County, NC

Date: 1/31/2020

Job Name/Location: Macon Middle School

We hereby submit specifications and estimates for: Topographic survey and plat of the designated area around the existing building as shown on the attached drawing.

We propose hereby to furnish material and labor complete in accordance with the above specifications for the sum of: \$7,500.00 (Seven thousand Five hundred dollars and no/100 cents.)

Payment to be made as follows:

Lump sum upon delivery of plats.

Authorized Signature: _____

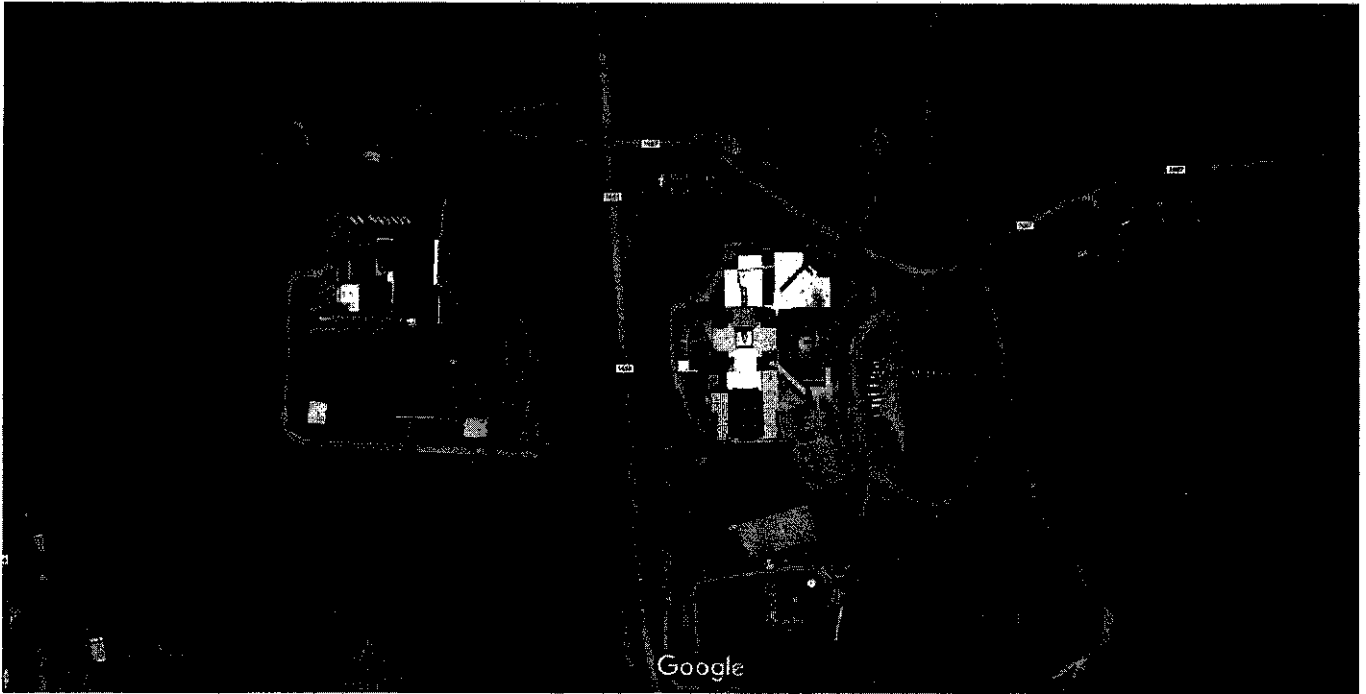

G.L. Sprinkle, PLS- 1454

ACCEPTANCE OF PROPOSAL. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Authorized Signature

Google Maps Macon Middle School



MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 11, 2020

DEPARTMENT/AGENCY: N/A

SUBJECT MATTER: “No Wrong Door” agreement for inmate services

COMMENTS/RECOMMENDATION:

Sheila Jenkins, representing “No Wrong Door” (a recovery and assistance program for those experiencing mental health and/or substance abuse issues) will be present to discuss services that will be offered to inmates housed in the Macon County Detention Center under the proposed agreement. Macon County will be joined in this effort by the Town of Franklin, who like Macon County, has shown their commitment to assisting those in our community suffering from mental health and/or substance abuse issues. No additional funds for Macon County’s participation in this agreement will be necessary as funding for inmate services is already contained in the FY 20’ Detention Center Budget. The proposed agreement will be distributed at the meeting.

Attachments _____ Yes X No

Agenda Item 11D

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 11, 2020

DEPARTMENT/AGENCY: N/A

SUBJECT MATTER: Consent Agenda

COMMENTS/RECOMMENDATION:

- **12A.** Minutes of the January 14, 2020 Regular meeting
- **12B.** Budget Amendments #164-166
- **12C.** Order Macon County Tax Office to collect unpaid taxes for current fiscal year as per NCGS 105-369
- **12D.** Tax Releases in the Amount of \$197.80 for the month of January
- **12E.** Tax Office Monthly Report

Attachments Yes No

Agenda Item 12A-12E

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # _____

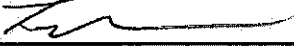
FROM: Tina Wiggins


164

DEPARTMENT: Regulations & Codes

EXPLANATION: Transfer funds from the Insurance Settlement to the Vehicle Repair Account.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113839-485000	Insurance Settlement	1,673	
114350-556503	Vehicle Repairs	1,673.	

REQUESTED BY DEPARTMENT HEAD Jack Morgan 

RECOMMENDED BY FINANCE OFFICER 

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 2/11/2020 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
 AMENDMENT # _____

165

FROM: Lindsay Leopard

DEPARTMENT: Sheriff's Office

EXPLANATION: Macon County Crime Stoppers donation to go towards the cost of "The Sheriff App"

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
114310 - 555106	Contracted Services	\$3,000.00	
113850 - 445800	Donations	\$3,000.00	

REQUESTED BY DEPARTMENT HEAD [Signature]

RECOMMENDED BY FINANCE OFFICER [Signature: Bern Carpenter]

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 2/11/2020 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

Derek Roland

From: Teresa McDowell <tmcdowell@maconnc.org>
Sent: Wednesday, February 5, 2020 3:15 PM
To: droland@maconnc.org
Cc: abraswell@maconnc.org
Subject: Commissioners Report for January/Report of Unpaid Taxes
Attachments: COMMISSIONERS REPORT OF UNPAID AND COMMISSIONERS REPORT.pdf

Hi Derek,

I have attached the Commissioners report for January, 2020 along with the report of unpaid taxes that is statutorily required to be presented to the commissioners in February of each year. At this point we will start utilizing enforced collections to collect the outstanding balance. The tax collection rate is down just a little this month, but we are still trying to even out from November, 2019. Some of the escrows which normally pay in November, paid in December instead. This caused a decrease in the November collection rate, which has taken a little time to bring back up to what we normally see. Again, we will send out the second notices (dated for Friday, February 7th) and at that point will start garnishments etc. on the current year delinquents. We normally experience a significant increase once the second notices are mailed, and expect to see that again this year. I just wanted to give you a little update on where we are currently. Please let me know if you have any questions or need any other information. Thanks! Teresa

Teresa McDowell
Tax Collections Supervisor
Macon County
5 West Main Street
Franklin, NC 28734
828-349-2149
828-349-2564

Macon County Tax Office
5 West Main Street
Franklin, NC 28734



Phone: (828) 349-2149
Fax: (828) 349-2564
tmcdowell@maconnnc.org

TO: MACON COUNTY COMMISSIONERS

FROM: Macon County Tax Office
Teresa McDowell, Tax Collections Supervisor

DATE: February 4, 2020

RE: N.C.G.S. §105-369

North Carolina General Statute §105-369 states that in February of each year, the tax collector must report to the governing body the total amount of unpaid taxes for the current fiscal year that are liens on real property. The statute also states that upon receipt of the report, the governing body must order the tax collector to advertise the tax liens. This is a request for the Macon County Commissioners to order the tax office, per this statute, to collect any unpaid taxes owed to Macon County. Currently our collection rate is 94.02% which is a slight decrease over the collection rate of 94.25% at this time last year. However, there is still a balance of \$1,734,202.47 outstanding and enforced collections will now need to be utilized in order to collect as much of that outstanding balance as possible.

Notices regarding this process will be sent to all taxpayers who have a delinquent tax account. They will have thirty (30) days to respond before the actual advertising of liens is published.

Thank you and please contact me if you should have any questions.

Respectfully,

Teresa McDowell
Tax Collections Supervisor

Tax Collections
02/03/20

Detail Transactions by Group

RTC020303
Page 1

Group Number REL*20*1

Abatement

Effective Date 01/31/20

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Trn Cde	Check Number	Trans Rev Descriptn
1	01/24/20	93839	19A93839.12	G01	3.51-	3.51-	0.00		0.00				
				F01	0.51-	0.51-	0.00		0.00				
				L01	95.00-		0.00	95.00-	0.00				
***		OLVERA, SILBANO TORREZ			99.02-	4.02-	0.00	95.00-	0.00	0.00	R	CLERICA	
2	01/24/20	93839	18A93839.12	G01	3.27-	3.27-	0.00		0.00				
				F01	0.51-	0.51-	0.00		0.00				
				L01	95.00-		0.00	95.00-	0.00				
***		OLVERA, SILBANO TORREZ			98.78-	3.78-	0.00	95.00-	0.00	0.00	R	CLERICA	

Tax Code Totals		Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount
F01*18- FR FIRE		0.51-	0.51-	0.00	0.00	0.00	0.00
F01*19- FR FIRE		0.51-	0.51-	0.00	0.00	0.00	0.00
G01*18- GEN TAX		3.27-	3.27-	0.00	0.00	0.00	0.00
G01*19- GEN TAX		3.51-	3.51-	0.00	0.00	0.00	0.00
L01*18- RES FEE		95.00-	0.00	0.00	95.00-	0.00	0.00
L01*19- RES FEE		95.00-	0.00	0.00	95.00-	0.00	0.00
Total for Group REL*20*1		197.80-	7.80-	0.00	190.00-	0.00	0.00

*****	Totals By Tax Cycle	*****
Cycle	Current	Delinquent
A	0.00	197.80-

MACON COUNTY MONTHLY
AD VALOREM TAX COLLECTIONS REPORT

Jan-20

Month to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance
General Tax	4740870.96	10810.79	-340.56	-23.89	4751317.29	3036555.81	15407.02	4033.97	3017114.82	1734202.47
Fire Districts	678501.78	1556.47	-60.06	3.64	679994.55	428034.66	0	643.35	-427391.31	252603.24
Landfill User Fee	411465.31	0	-100	-0.52	411275.39	188284.7	0	95	-188189.7	223085.69
Totals	5830838.65	12367.25	-500.62	-20.85	5842587.23	3652875.17	15407.02	4772.32	3632695.83	2209891.4

Year to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance	Collection Percentage
General Tax	0	29020331.8	-13279.74	-1184.36	29005867.73	27436384.53	140168.43	24550.84	-27271665.26	1734202.47	94.02
Fire Districts	0	3998322.28	-1974.23	-175.58	3996172.41	3746410.77	0	2841.6	-3743569.17	252603.24	93.68
Landfill User Fee	0	2554455	-1520	-11.99	2552923.01	2331269.2	0	1431.88	-2329837.32	223085.69	91.26
Totals	0	35573109.1	-16774.03	-1371.93	3554963.15	33514064.5	140168.43	28824.32	-33345071.75	2209891.4	93.76

94.02% collected on 2019 general taxes, late listing penalties, discoveries and deferred taxes as of 1/31/2020 as compared to 94.25% collected as of 1/31/2019

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 11, 2020

DEPARTMENT/AGENCY: Fire

SUBJECT MATTER: Nantahala Fire and Rescue Relief Fund Trustees

COMMENTS/RECOMMENDATION:

Request approval of Katherine Bryant and Daniel Lopp as Relief Fund Board Trustees appointed by Local Government. Trustees were recommended by the Fire Department.

Attachments Yes No

Agenda Item 13A

Relief Fund Board of Trustees

Nantahala Vol. Fire & Rescue

2019 Certification Date	Certified By
1/13/2020	David Moore

Board Trustees elected by Fire Department

Trustee #1

Laura Morgan
168 Grassy Branch Road
Topton, NC 28781
lmorgan28781@gmail.com
(828) 557-6277

Trustee #2

Ronnie Joe Rowland
18332 Wayah Rd
Topton, NC 28781
nvfr3200@gmail.com
(828) 321-5130

Board Trustees appointed by Local Government

Trustee #3

Katherine Bryant
18150 Wayah Rd
Aquone, NC 28781
taxlady28781@aol.com
(828) 321-4714

Trustee #4

Daniel Lopp
84 Britannia Dr
Topton, NC 28781
daniel.lope@macon.k12.nc.us
(828) 361-3030

Board Member appointed by Insurance Commissioner

Trustee #5

Jennifer Moore
127 Passmore Hollow Road
Topton, NC 28781
christianmom@wildblue.net
(828) 321-0604

NCDOI OSFM | Fire-Rescue Grants and Relief Funds - Firefighters Relief Fund

G.S. 58-84-1 through 58-84-60

Funding:

This is funded by a percentage of the tax paid on property coverage pursuant to G.S. 105-228.5

Purpose:

To financially assist a firefighter that has been injured or killed while performing fire department duties.

Eligibility Criteria:

Fire departments must meet the following requirements to receive the tax that is collected within their fire district:

- Member of the North Carolina State Firefighters' Association
- Submit Firefighter's Relief Fund financial statement to the NC State Firefighters's Association
- Establish a Firefighter's Relief Fund Board of Trustees. This board consists of; two position's elected by the fire department, two positions appointed by the City or County Commissioner's, one position appointed by the Insurance Commissioner. One of the five (5) board members will be elected as the Treasurer. The North Carolina Department of Insurance provides a blanket honesty bond to cover all local Firefighter's Relief Fund Treasurer's.

The Department of Insurance annually compiles the above qualifications for each rated fire district to verify which fire departments are eligible to receive their Firefighter's Relief Fund tax. Fire departments that meet all requirements are eligible to receive the tax collected within their rated fire district. The Firefighter's Relief Fund checks are mailed to the City/County Clerk-Finance Officer with a memo instructing them to forward to the fire department. If a fire department fails to meet all of the requirements, their tax money is transferred to the North Carolina State Firefighters's Association to be held in the State Firefighter's Relief Fund account.

Additional Use of Funds:

The North Carolina General Assembly amended G.S. 58-85-35 to allow local Firefighter's Relief Fund boards to use local funds for educational benefits, supplemental retirement, purchase other insurance and pension protection.

Upon the local board approving such expenditures, the North Carolina State Firefighters' Association must also approve, to ensure the fund will remain actuarially sound for the original intent.

The Firefighter's Relief Fund benefit is administered through the Office of State Fire Marshal Firefighter's Relief Fund of the Department of Insurance, 1202 Mail Service Center, Raleigh, NC 27699-1202. In addition, the North Carolina State Firefighters' Association, 323 W. 3101 Industrial Drive, Raleigh, NC 27609 1-800-253-4733. Tim Bradley is the Executive Director.