



Dale County Commission

Commission Meeting Minutes – November 8, 2022

The Dale County Commission convened in a regular session Tuesday, November 8, 2022. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson.

Chairman McKinnon called the meeting to order at 10:00am. Commissioner Grantham opened with the Pledge of Allegiance. Commissioner Wilson followed with prayer.

APPROVED – AGENDA

Commissioner Gary made a motion to approve the agenda with the following addition:

- FY 23 Budget Amendment.
- ARPA Funds – Road & Bridge office addition - \$600,000.
- Appointment to Southeast Regional Planning Commission.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED – MEMORANDUM OF WARRANTS

Commissioner Carroll made a motion to approve the following Memorandum of Warrants:

- Accounts Payable Check Numbers 94599 – 94745.
- Payroll Check Numbers: 154863 – 154866.
- Direct Deposit Check Numbers: 422755 - 423011.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – MINUTES

Commissioner Gary made a motion to approve the Minutes of the Commission Meeting of October 25, 2022.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED - PERSONNEL – NEW HIRES

Commissioner Carroll made a motion to approve the following:

- Jacklyn Trutt – Maintenance – Custodian – Full-time
- Jonathan Welch – Jail – APOST Certified Transport/Correction Officer - Full-time
- Shawna M. Miller – Jail – Correction Officer – Part-time

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED - TRAVEL REQUEST

Commissioner Gary made a motion to approve the following:

- Jonathan Webb and Jeffery Prater – Nov 16 – 17, 2022 – Corrections Officer Jail Training – Prattville, AL - \$652.96 (for both)
- Steve Brown – Nov 6 – 8, 2022 – Homicide Investigation – Oxford, AL - \$224.28

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED - ASSET TRANSFER - SHERIFF AND ROAD & BRIDGE

Commissioner Grantham made a motion to approve the following asset transfer:

- Asset # 2414 – 2015 Chev Tahoe – 1GNSK2EC8FR667301 – from R&B to Sheriff
- Asset # 2018 – 2015 Ford F150 – 1FTEW1E86FFC54505 – from Sheriff to R&B

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED - ASSET SURPLUS - REAPPRAISAL

Commissioner Carroll made a motion to approve the surplus of the following asset.

- Asset # 3773 – 2011 Chevrolet Silverado – 3GCPCREA1BG125115 – Reappraisal.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED - ARPA FUNDS – JAIL RENOVATION

Commissioner Gary made a motion to approve the architect agreement and any budget adjustments for the Jail renovation and any budget adjustments. See Exhibit 1.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED - ARPA FUNDS – ROAD & BRIDGE EQUIPMENT

Commissioner Grantham made a motion to approve the expenditure of ARPA funds and any budget adjustments for two (2) graders for the Road & Bridge department. See Exhibit 2.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED - LETTER OF SUPPORT – CITY OF LEVEL PLAINS

Commissioner Carroll made a motion to approve a letter of support, no County funding, for the City of Level Plains. See Exhibit 3.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED - CAPITAL FUNDS – ELEVATOR REPAIR

Commissioner Grantham made a motion to approve the capital expenditure and any budget adjustments, Fund 116, for elevator repair. See Exhibit 4.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED – DALE COUNTY FARM-CITY SPONSORSHIP

Commissioner Carroll made a motion to approve the sponsorship, \$500, for Dale County Farm-City.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED - DALE COUNTY FARM-CITY WEEK PROCLAMATION

Commissioner Grantham made a motion to approve a proclamation for Dale County Farm-City Week – 2022. See Exhibit 5.

Commissioner Gary seconded the motion, all voted aye. Motion carried.

APPROVED - BUDGET AMENDMENT

Commissioner Gary made a motion to approve a budget amendment for FY23.
See Exhibit 6.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED - ARPA FUNDS – ROAD & BRIDGE

Commissioner Carroll made a motion to approve an expenditure from the ARPA funds, \$600,000, for an office addition to the Road & Bridge shop.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED - BOARD APPOINTMENT – SE PLANNING COMMISSION

Commissioner Gary made a motion to approve a board appointment for the Southeast Planning Commission. Commissioner Wilson is to replace Commissioner Gary for the remainder of the term the ends September, 2024.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Wednesday, November 16, 2022 at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commission Grantham made a motion to adjourn the meeting. Commissioner Carroll seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.



Steve McKinnon, Chairman

**RESOLUTION FOR ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDS
DESIGNATED AS REVENUE REPLACEMENT FOR
RENOVATIONS TO THE COUNTY JAIL**

WHEREAS, Dale County, Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, under the Final Rule published by the United States Department of Treasury dated January 6, 2022, the County has the option to designate a standard allowance of up to \$10,000,000 of its ARPA funds, not to exceed the County's total ARPA funds award, as revenue replacement ("Revenue Replacement funds"); and

WHEREAS, the Final Rule provides that the designation of this standard allowance is a one-time, irrevocable election that must be made for the period of performance of the ARPA funds award; and

WHEREAS, the County has duly made this election; and

WHEREAS, the County may expend designated Revenue Replacement funds for government services; and

WHEREAS, the County recognizes the need for upgrades to mechanical systems, to include plumbing, sewage, and ventilation, at the County Jail; and

WHEREAS, the County has determined that this project, is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services; and

WHEREAS, consistent with the resolution dated July 5, 2022, the County Commission selected PH&J Architects, as the vendor with whom to enter into negotiations; and

WHEREAS, the County has negotiated the terms and conditions of a contract, including a reasonable fee structure; and

WHEREAS, the Commission desires to move forward with this project and enter into an agreement with PH&J Architects, to perform architectural and engineering services for the project at the County Jail.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

- 1) The County hereby allocates up to \$106,500 of ARPA funds, designated as Revenue Replacement funds to cover the cost of design services related to the renovations to the County Jail.
- 2) The Commission hereby resolves to enter into the contract with PH&J Architects attached hereto as Amendment 1.
- 3) The County Administrator is hereby authorized to expend these funds as described herein from the designated vendor to facilitate the provision of these services.

4) The ARPA Program Director is charged with ensuring that Revenue Replacement funds allocated and expended to provide these government services will not be used in such a way as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.

5) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA Revenue Replacement funds for this purpose and in no event shall be used for any expenses not obligated by December 31, 2024, and expended by December 31, 2026.

IN WITNESS WHEREOF, the Dale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 8th day of November, 2022.



Chairman, Dale County Commission

 **AIA**® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 25th day of October in the year 2022
(In words, indicate day, month and year.)

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

Dale County Commission
202 Highway 123 South, Suite C
Ozark, AL 36360

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

PH&J Architects, Inc.
807 S. McDonough Street
Montgomery, AL 36104

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

Mechanical Upgrades at the County Jail for Dale County Commission
2222GV

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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ARTICLE 1 INITIAL INFORMATION

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

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

Mechanical upgrades to the existing jail facility including, but not limited to ventilation throughout the jail, sewage problems, getting smoke evacuation systems online, domestic hot water problems with tankless water system and roof leaks, leaks at ventilation vents/hoods and plumbing vent stacks

§ 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.)

N/A

§ 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.)

The tentative cost for construction is One Million Five Hundred Thousand Dollars (\$1,500,000.00).

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

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

This project must proceed such that all costs, including change orders, are obligated prior to December 31, 2024, and are expended by the County by December 31, 2026.

§ 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 bidding by qualified bidders in accordance with State Bid Law, Title 39 and Code of Alabama Section 39-2-2(3)(g)

§ 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.)

No anticipated sustainable objectives

§ 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.)

Chairman, Steve McKinnon
202 S. Highway 123, Suite C
Ozark, AL 36360

§ 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.)

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

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

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

Patrick Addison, Project Architect
807 S. McDonough Street
Montgomery, AL 36104

§ 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:

N/A

.2 Mechanical Engineer:

Zgouvas, Eiring & Associates
800 S. McDonough Street
Montgomery, AL 36104

.3 Electrical Engineer:

Gunn & Associates
3102 Highway 14
Millbrook, AL 36054

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

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

N/A

§ 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 (\$ 1,000,000.00) for each occurrence and two million (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such

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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 (\$ 1,000,000.00) each accident, one million (\$ 1,000,000.00) each employee, and one million (\$ 1,000,000.00) 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 one million (\$ 1,000,000.00) per claim and three million (\$ 3,000,000.00) 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.

§ 3.2 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.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

§ 3.5.3 Negotiated Proposals

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

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

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

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

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

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

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

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

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

Init.

§ 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	Architect to assist Owner in development
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	N/A

§ 4.1.1.6	Building Information Model management responsibilities	N/A
§ 4.1.1.7	Development of Building Information Models for post construction use	N/A
§ 4.1.1.8	Civil engineering	
§ 4.1.1.9	Landscape design	N/A
§ 4.1.1.10	Architectural interior design	
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	N/A
§ 4.1.1.18	Facility support services	N/A
§ 4.1.1.19	Tenant-related services	N/A
§ 4.1.1.20	Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21	Telecommunications/data design	N/A
§ 4.1.1.22	Security evaluation and planning	N/A
§ 4.1.1.23	Commissioning	N/A
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25	Fast-track design services	N/A
§ 4.1.1.26	Multiple bid packages	N/A
§ 4.1.1.27	Historic preservation	N/A
§ 4.1.1.28	Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29	Other services provided by specialty Consultants	N/A
§ 4.1.1.30	Other Supplemental Services	N/A

§ 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.)

See Attachment A

§ 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.)

See Attachment A

§ 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 Thirty Two (32) visits to the site by the Architect during construction
, based on eight (8) months of construction.

- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 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 forty eight (48) 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:

See Attachment A

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

See Attachment A

§ 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.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the

Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

See Attachment DCM Schedule of Basic Fee Rates, Group III (7.1) % 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)

§ 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.)

See Attachment A

§ 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.)

See Attachment A

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

See Attachment A

§ 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	forty	percent (40	%)
Procurement Phase	five	percent (5	%)
Construction Phase	twenty	percent (20	%)
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.)

See Attachment A

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;

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

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

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

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

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) 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 (\$ 0.00) 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 thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

6 % per annum

§ 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.)

See Attachment A

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.)

See Attachment A

- .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.)


Attachment A - Modifications to B101-2017
ARPA Award Terms and Conditions
DCM Fee Schedule
Byrd Anti Lobbying Amendment Form
PH&J E-Verify MOU
PH&J Insurance

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



OWNER (Signature)


(Printed name and title)



ARCHITECT (Signature)
Patrick Addicon, Vice President AL #4564

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

MODIFICATIONS TO OA/AIA B101 – 2017 EDITION
Dated October 25, 2022

12.1 Add to (or Modify) Article 1, **INITIAL INFORMATION**, as follows:

1.3 (Modify) Digital Protocol (delete the second sentence in its entirety and insert the following): Email and FTP sites shall be an acceptable means of communication throughout the project. Text messages will not be considered an acceptable means of communication.

Drawings and specifications shall be transmitted in .PDF format. AutoCAD (.DWG), Excel (.XLSX), Word (.DOCX), etc. files that are used to create the drawings and specifications will remain the property of the Architect and will not be available.

Record drawings shall be transmitted in .PDF format.

Submittals shall be transmitted in .PDF format.

The site survey shall be transmitted to the Architect in .DWG format.

Architectural base plans and border, title, seal, and extraneous information will be available to the contractor's subcontractors to help them in their preparation of submittals.

It is not anticipated that a building information model will be created for this project. If this should become a requirement, the contract shall be amended, the project schedule shall be adjusted, and the Architect's fee shall be adjusted.

1.3.1 (Delete) Building Model Information: Delete this paragraph in its entirety.

12.2 Add to (or Modify) Article 2, **ARCHITECT'S RESPONSIBILITIES**, as follows:

2.5.1 (Modify) Commercial General Liability: Insert (\$1M) for each occurrence and (\$2M) in the aggregate...

2.5.2 (Modify) Automobile Liability: Insert (\$1M) per accident...

2.5.5 (Modify) Employers' Liability: Insert (\$1M) each accident, (\$1M) each employee, and (\$1M) policy limit.

2.5.6 (Modify) Professional Liability: Insert (\$1M) per claim and (\$3M) in the aggregate.

12.3 Add to (or Modify) Article 3, **SCOPE OF ARCHITECT'S BASIC SERVICES**, as follows:

3.2.5.1 (Modify) Sustainable Design Alternatives: It is understood that the consideration of sustainable design alternatives is a part of the normal design effort and is not a study within itself. It is not quantified and does not necessarily take precedence over program function, aesthetics, budget, etc. which are all important considerations of design.

3.4.2 (Modify) Governmental Review: Design Requirements of Governmental Authorities will be incorporated into the construction documents only as they are known at the time of document publication.

3.4.3 (2) (Modify) Owner Contractor Agreement: Shall be *AIA Document A101-2017 Edition Standard Form of Agreement between Owner and Contractor* where the basis of payment is a stipulated sum.

3.4.3 (3) (Modify) General Conditions of the Contract for Construction: Shall be *AIA Document A201-2017 Edition* as referenced in 3.6.1.1.

3.5.1 (Modify) Construction Contract Delivery and Bidding and Negotiation Phase: The anticipated construction delivery process is a single lump sum construction contract, either negotiated or competitively bid. Should the Owner subsequently select another method, or if a Construction Manager, Program Manager or other Owner's agent is retained by the Owner, the Architect's fee shall be adjusted to accommodate the additional overhead. Consequently, an amendment to this contract will be prepared and signed.

Bid documents will be distributed to prospective bidders via website. All drawings, specifications, and addenda will be available for viewing on this website by bidders at no cost. Paper copies will be available to bidders at a cost to the bidders for printing, shipping and handling.

3.6.1.2 (Modify) Construction Phase Services: In the last sentence, after the word "contractor" and before the word "or", add "or owner".

3.6.1.2 (Modify) Temporary Supports: Also, the Architect shall have no responsibility for temporary supports used by the contractor for the construction process.

3.6.1.3 (Modify) Construction Phase Services: Append to the end of the last sentence "or if earlier, 60 days after the date of substantial completion of the work".

3.6.1.4 (Add) Construction Phase Services: The Architect shall provide to the Contractor one copy of construction documents in .PDF format from which the contractor shall reproduce (at his cost) all paper or electronic copies necessary to meet contract requirements and to facilitate construction. This requirement will include any sets (paper or electronic format) legally required for permitting.

3.6.2.1 (Modify) Evaluations of the Work: Last sentence item (3) shall read: “(3) known significant defects and deficiencies observed in the work”.

3.6.3.1 (Clarify) Certificate for Payment: As used herein, the word ‘certify’ shall mean an expression of the Architect’s professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

3.6.5.1 (Modify) Substitutions: The Architect will have authority to evaluate and approve substitutions made by the contractor pursuant to procedures set forth in specification Section 0160.

3.6.6.2 (Modify) Architect’s Inspections: The Architect’s observations of the work shall be conducted with the Owner to such an extent that the Owner is available to participate in the inspection.

12.4 Add to (or Modify) Article 4, **SUPPLEMENTAL AND ADDITIONAL SERVICES**, as follows:

4.1.1.1 (Modify) Programming: It is the Owner’s responsibility to provide the program to the Architect, but the Architect may assist in the effort.

4.1.1.3 (Modify) Measured Drawings: The creation of measured drawings associated with projects involving substantial renovation or alterations of existing facilities will be the responsibility of the Architect. Compensation for this service will be included in an increase in the Basic Fee of 25% as described in 12.11.

4.1.1.8 (Modify) Civil Engineering: Civil Engineering will be the responsibility of the Architect. This service will be included in the Basic Fee.

4.1.1.10 Architectural Interior Design: Design and selection of finishes and colors will be the responsibility of the Architect with assistance from the Owner. This service will be included in the Basic Fee.

4.1.1.13 (Add) Clerk-of-the-Works: If a Clerk-of-the-Works is to be utilized on the project during the Construction phase, he will be employed directly by the Owner and will function under the Owner’s direction and control as “Owner’s Representative”. All communication between such clerk and the Contractor will be issued through the Architect. The clerk’s authority and duties will be communicated in writing to the Architect prior to his employment or assignment.

While such a clerk may assist the Architect in his administration of the contract, neither his employment, nor any act or undertaking on his part, shall create or extend any responsibility or obligation on behalf of the Architect for safety precautions and programs in connection with the Work, or for failure of the Contractor to carry out the work properly.

4.1.1.14 (Modify) Conformance Drawings: If required by the Owner, the Architect will incorporate into the construction documents addenda and changes subsequent to bidding. These construction documents will be used by the contractor as a convenience for construction of the work. The Architect's fee for this service will be as described in 11.2.

4.1.1.16 (Modify) Record Drawings: The duty to keep and prepare record drawings will be given to the Contractor via construction contract provisions.

4.1.2 (Modify) Description of Supplemental Services: Occurs under 4.1.1

4.2.1.12 (Add) Default of the Contractor: Services necessitated by the default of the contractor.

4.2.5 (Modify) Overall Services: The consideration of the overall services shall not negate the requirements identified in 4.2.3 and 4.2.4 construction phase services.

12.5 Add to (or modify) the following to Article 5, **OWNER'S RESPONSIBILITIES**, as follows:

5.13 (Modify) Contract for Construction/Agreement Between Owner and Contractor: Shall be *AIA Document A101-2017 Edition Standard Form of Agreement Between Owner and Contractor* Where the Basis of Payment is a Stipulated Sum. The accompanying General Conditions to this contract shall be *AIA Document A201-2017 Edition General Conditions of the Contract for Construction*.

5.16 (Add) Selection of Owner's Consultants: Any recommendation or other participation by the Architect in the selection or employment by the Owner of a soil engineering consultant, testing laboratory, insurance consultant, hazardous material consultant, or engineer who prepares surveys and topographic maps, shall not act to make the Architect responsible for the performance of these individuals or entities.

5.17 (Add) Rezoning and Replating: The Owner shall also be responsible for any necessary rezoning and replating.

5.18 (Add) Insurance Counsel: The Owner agrees that he is responsible for the insurance provisions in the final construction documents, and that any draft prepared by the Architect shall constitute only a convenient starting point for the final development of those provisions by the Owner's insurance adviser.

12.6 Add to (or Modify) Article 6, **COST OF THE WORK**, as follows:

6.1 (Modify) Sales Tax: If Sales Tax Savings Program is implemented by the Owner, the Construction cost employed to compute the Architect's fee shall include the amount of any sales or use tax that would have been applicable had the job been bid in the private sector.

6.1 (Modify) Contingencies and Allowances: Contingencies are monies held by the Owner for unforeseen conditions that may occur during construction. Allowances are monies included in the construction contract that the Owner directs to be expended during construction. Both contingency and allowance monies will be included as part of the Cost of the Work to the extent that they are paid for construction efforts, associated equipment, systems, etc., and the Architect has performed services to incorporate these items.

6.7 (Modify) Cost Overrun: The second sentence shall read as follows: 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 1) market conditions the Architect could not reasonably anticipate, or 2) the bid overrun is not greater than 10%, or 3) bids were received beyond 90 days after approval of final plans and specifications, 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.

12.7 Add to (or Modify) the following to Article 7, **COPYRIGHTS AND LICENSES**, as follows:

7.3 (Modify) Use of Instruments of Service: Use of the Architect's instruments of service for altering and adding to the project shall be permitted only with written approval from the Architect.

7.6 (Add) Reports and Studies: No third party shall be entitled to rely on any report, study, survey, as-built design, etc. generated by the Architect in connection with this contract, unless explicit written permission is granted otherwise by the Architect.

12.8 Add to (or Modify) Article 8, **CLAIMS AND DISPUTES**, as follows:

8.1.4 (Add) Subrogation: The Owner agrees that he does and will waive his permanent property insurer's right of subrogation against the Architect on such policies as might exist now or be taken out in the future.

The Owner further agrees that he will require in the Construction Documents provisions which will protect both the Architect and Owner from subrogation by the Contractor's insurers of workmen compensation, builders risk and comprehensive general liability.

8.1.5 (Add) Limitation of Liability: In recognition of equitable division of risk and to the fullest extent permitted by law, the Owner agrees that any award for damages, regardless of the cause, shall be no greater than the Architect's fees for service performed up to the time of a request for dispute resolution.

12.9 Add to (or Modify) the following to Article 9, **TERMINATION or SUSPENSION**, as follows:

9.1.1 (Add) Timely Payment: Owner agrees to pay all invoices from Architect not in dispute within 30 days of receipt. The Owner further agrees to call the Architect's attention to any charge or portion thereof held to be in dispute within two weeks of its receipt.

9.1.2 (Add) Other Parties: The Owner agrees to protect the Architect from any claim by others arising out of the Architect's suspension of activity due to failure of timely payment.

9.7.1 (Modify) Termination Fee: The termination fee will be determined at the time of termination.

9.7.2 (Modify) Licensing Fee: The licensing fee will be waived. The Owner will instead provide the protections as described in 7.3.1.

12.10 Add to (or Modify) Article 10, **MISCELLANEOUS PROVISIONS**, as follows:

10.3 (Modify) Assignments of this Agreement: Modify paragraph by deleting all words after "consent of the other."

10.10 (Add) Project Betterment: If, due to the Architect's error or omission, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the actual cost to add such item or component to the extent that such item or component would have been otherwise necessary for the project or otherwise adds value or betterment to the project. In no event will the Architect be responsible for any costs or expense that provides betterment, upgrade or enhancement of the project.

10.11 (Add) Exclusive Remedy: It is intended by the parties of this Agreement that the Architect's services in connection with the project shall not subject the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Architect, an Alabama corporation, and not against any of the Architect's employees, officers or directors.

12.11 Add to (or Modify) Article 11, **COMPENSATION**, as follows:

11.1.2 Fee Schedule: The Architect's fee for Basic Architectural Services shall be based on the following fee schedule:

See Attachment DCM Schedule of Basic Fee Rates, Group III

11.2 (Modify) Supplemental Services:

Hourly Rates: (Shall apply also to Paragraphs 11.3 and 11.7)

Current Hourly Rates: The following is the Architects hourly rate schedule. When fees are not based on a percentage of the work, the hourly rates are employed:

Principal Architect	\$250.00
Project Architect	\$190.00
Intern Architect	\$160.00
Interior Designer	\$160.00
Cost Estimator	\$165.00
Draftsman/CADD	\$145.00
Designer	\$145.00
Clerical	\$140.00
Field Representative	\$160.00
Specification Writer	\$155.00
IT system designer	\$105.00
Primary Consulting Engineers (CSMEP)	\$285.00
Design Engineers	\$225.00
Draftsman/CADD	\$150.00
Clerical	\$100.00
Specification Writer	\$190.00
Cost Estimator	\$185.00

The Architect shall submit invoices, which reflect the actual hours worked, with appropriate hourly rates.

The published rates are 2022 rates and are subject to change according to the Architect's pay rate inflation.

11.3 (Modify) Compensation: See 11.2 Rates

11.4 (Modify) 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 50%.

11.5 (Modify) Compensation for Basic Services:

The phases shall be as follows:

Schematic Design Phase	15%
Design Development Phase	20%
Construction Document Phase	40%
Procurement Phase	5%
<u>Construction Phase</u>	<u>20%</u>
Total Basic Compensation	100%

11.6 (Modify) Compensation: The last sentence shall read as follows: “Compensation paid in previous progress payments shall be adjusted based on subsequent updates to the Owner’s budget for the cost of the work.”

11.6.1 (Modify) Alternates: Compensation for design of work not constructed shall also include Alternates prepared by the Architect.

11.7 (Modify) Compensation: See 11.2 Rates

11.8.1.13 (Add) Reimbursable Expenses: The Owner will reimburse the Architect for the cost of the required publication of advertisement for bids for the project.

11.8.2 (Modify) Markup for Reimbursable Expenses: shall be 15%

11.10.1.1 (Modify) Initial Payment: There will not be an initial payment required for this project.

11.10.2.1 (Modify) Payments to the Architect: Delete the requirement for monthly billing and payment. Architect’s billing and payment shall be made in proportion to the percentage of services performed as set forth under Paragraph 11.5. Billings may be made mid phase for the portion of services performed of that phase. Construction phase billing shall be billed in proportion to the percentage of the construction progress.

Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the rate of 6% per annum. In addition, the Architect shall be reimbursed for the cost (including reasonable attorney’s fees) for collection of accounts.

12.13 Add to (or Modify) Article 13, **SCOPE OF THE AGREEMENT**, as follows:

13.2.2 (Delete) AIA Document E203-2013: Delete the reference to this document, as it is not provided for this project.

ARPA AWARD TERMS AND CONDITIONS
REVENUE REPLACEMENT FUNDS

Contractor agrees to comply with the requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing.

Federal regulations which are applicable to this contract include, without limitation, the following:

1. Portions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 as Treasury has determined are applicable to the use of Revenue Replacement Funds. Pursuant to guidance from Treasury, compliance specifically includes obligations under §§ 200.203 to comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the ARPA award and to take prompt action in instances of non-compliance.
2. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.
3. New Restrictions on Lobbying. Contractor must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C 1352.
4. Generally applicable federal environmental laws and regulations.
5. Generally applicable anti-discrimination laws and regulations.

B. SCHEDULE OF BASIC FEE RATES

COST OF THE WORK			FEE IN PERCENTAGE				
			BUILDING GROUP				
			I	II	III	IV	V
Up	to	\$100,000	8.0	9.0	10.0	11.0	12.0
100,001	to	200,000	7.0	8.0	9.0	10.0	11.0
200,001	to	300,000	6.0	7.0	8.0	9.0	10.0
300,001	to	400,000	5.9	6.9	7.9	8.9	9.9
400,001	to	500,000	5.8	6.8	7.8	8.8	9.8
500,001	to	600,000	5.7	6.7	7.7	8.7	9.7
600,001	to	700,000	5.6	6.6	7.6	8.6	9.6
700,001	to	800,000	5.5	6.5	7.5	8.5	9.5
800,001	to	900,000	5.4	6.4	7.4	8.4	9.4
900,001	to	1,000,000	5.3	6.3	7.3	8.3	9.3
1,000,001	to	1,250,000	5.2	6.2	7.2	8.2	9.2
1,250,001	to	1,500,000	5.1	6.1	7.1	8.1	9.1
1,500,001	to	1,750,000	5.0	6.0	7.0	8.0	9.0
1,750,001	to	2,000,000	4.9	5.9	6.9	7.9	8.9
2,000,001	to	2,500,000	4.8	5.8	6.8	7.8	8.8
2,500,001	to	3,000,000	4.7	5.7	6.7	7.7	8.7
3,000,001	to	3,500,000	4.6	5.6	6.6	7.6	8.6
3,500,001	to	4,000,000	4.5	5.5	6.5	7.5	8.5
4,000,001	to	5,000,000	4.4	5.4	6.4	7.4	8.4
5,000,001	to	6,000,000	4.3	5.3	6.3	7.3	8.3
6,000,001	to	8,000,000	4.2	5.2	6.2	7.2	8.2
8,000,001	to	10,000,000	4.1	5.1	6.1	7.1	8.1
10,000,001	to	12,000,000	4.0	5.0	6.0	7.0	8.0
12,000,001	to	14,000,000	3.9	4.9	5.9	6.9	7.9
14,000,001	to	16,000,000	3.8	4.8	5.8	6.8	7.8
16,000,001	to	18,000,000	3.7	4.7	5.7	6.7	7.7
18,000,001	to	20,000,000	3.6	4.6	5.6	6.6	7.6
20,000,001	to	22,000,000	3.5	4.5	5.5	6.5	7.5
22,000,001	to	24,000,000	3.4	4.4	5.4	6.4	7.4
24,000,001	to	27,000,000	3.3	4.3	5.3	6.3	7.3
27,000,001	to	30,000,000	3.2	4.2	5.2	6.2	7.2
30,000,001	to	33,000,000	3.1	4.1	5.1	6.1	7.1
33,000,001	to	36,000,000	3.0	4.0	5.0	6.0	7.0
36,000,001	to	39,000,000	2.9	3.9	4.9	5.9	6.9
39,000,001	to	42,000,000	2.8	3.8	4.8	5.8	6.8
42,000,001	to	46,000,000	2.7	3.7	4.7	5.7	6.7
46,000,001	to	50,000,000	2.6	3.6	4.6	5.6	6.6
50,000,001	to	and over	2.5	3.5	4.5	5.5	6.5

+ 25%

for

Major

Renovation

ADJUSTMENT FOR MAJOR RENOVATION

An increase of up to 25% in the Basic Fee Rate will be allowed for major renovation projects. This adjustment is intended to provide compensation to the design professional for the added effort required to investigate and develop drawings of existing conditions and other additional work required for renovation. A project is considered a major renovation if more than 50% of the construction cost involves renovations and alterations. The application of this adjustment is negotiable and must be stipulated in the agreement to be effective. The presence and accuracy of "as-built" drawings of the existing conditions that can be provided by the Awarding Authority/Owner to the design professional may minimize or eliminate the need for this adjustment. In general, exterior projects, including, but not limited to, re-roofing, re-coating, and landscape/hardscape are not to be considered as major renovations.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, PH&J Architects, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Renis Jones - President

Name and Title of Contractor's Authorized Official

October 24, 2022

Date

RESOLUTION FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT FUNDS FOR GOVERNMENT SERVICES

WHEREAS, Dale County, Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, under the Final Rule published by the United States Department of Treasury dated January 6, 2022, the County has the option to designate a standard allowance of up to \$10,000,000 of its ARPA funds, not to exceed the County's total ARPA funds award, as revenue replacement ("Revenue Replacement funds"); and

WHEREAS, the Final Rule provides that the designation of this standard allowance is a one-time, irrevocable election that must be made for the period of performance of the ARPA funds award; and

WHEREAS, the County has duly made this election; and

WHEREAS, the County may expend designated Revenue Replacement funds for government services; and

WHEREAS, the County has determined that there is a need to provide the following government services to its citizens and that it is within the authority of the County to provide these services: construction or maintenance of safe County roads; and

WHEREAS, consistent with Code of Alabama (1975) § 11-1-10, the County has determined that the procurement of the following motor graders from Covington County is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services in the public's interest:

Two John Deere 670G motor graders for the total cost of \$270,000; and

WHEREAS, more particularly, the procurement of this motor grader will provide needed equipment for the County to properly maintain County roads; and

WHEREAS, the County has identified the vendor from which to procure motor grader in a manner consistent with federal and state laws and guidelines, including compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), as it applies to Revenue Replacement funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

- 1) The County shall use up to \$270,000 of ARPA funds, which are hereby designated as Revenue Replacement funds, to facilitate the provision of the government services described herein.
- 2) The County Administrator is hereby authorized to expend these funds to two motor graders as described herein from the designated vendor to facilitate the provision of these services.

3) The ARPA Program Director is charged with ensuring that Revenue Replacement funds allocated and expended to provide these government services will not be used in such a way as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.

4) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA Revenue Replacement funds for this purpose and in no event shall be used for any expenses not obligated by December 31, 2024, and expended by December 31, 2026.

IN WITNESS WHEREOF, the Dale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 8th day of November, 2022.



Chairman, Dale County Commission



202 S. Hwy 123, Suite A
Ozark, Alabama 36360
334.774.7875

Matthew W. Murphy, P.E.
County Engineer

DALE COUNTY ROAD AND BRIDGE

MEMORANDUM

Date: November 8, 2022
To: Dale County Commission
From: Matt Murphy
County Engineer
Subject: Used Graders

Dale County Road and Bridge is requesting permission to purchase two Graders from Covington County using ARPA funds.

2018 John Deere 670G	1DW670GXCJF691797	\$135,000
2018 John Deere 670G	1DW670GXEJF691975	<u>\$135,000</u>
	Total	\$270,000



Dale County Commission

Commission Chairman

Steve McKinnon

Commissioners

Chris Carroll *District 1*
Steve McKinnon *District 2*
Donald Grantham *District 3*
Frankie Wilson *District 4*

County Administrator

Cheryl Ganey

November 8, 2022

The Honorable Ronnie Thompson, Mayor

City of Level Plains

1708 Joe Bruer Rd.

Daleville, AL 36322

Dear Mayor Thompson:

The Dale County Commission is aware that the city of Level Plains is preparing an application request for \$250,000 for a Rebuild Alabama Act Grant for street improvements.

In view of the positive impact of the project, the Dale County Commission, by unanimous vote on November 8, 2022, fully supports this application for grant funding to provide street improvements for the citizens of Level Plains and Dale County.

Sincerely,

A handwritten signature in black ink that reads "Steve McKinnon".

Steve McKinnon, Chairman

MOWREY

E L E V A T O R

4518 Lafayette Street
Marianna, Florida 32446
Phone: (800)441/4449 ext 137
Fax: (850)526-7203

Quote #: 154206
Date: 10/25/2022

Mowrey Contract #: 10386

From: Lacey Beck

To: Cajun Evans
Fax:
Email: CajunEvans28@gmail.com

Location: DALE CO COMMISSION 2
100 COURT SQUARE
OZARK AL

Description of work:
To provide and install (1) MOVFR Door operator

Quote amount:
\$12,850

PAYMENT TERMS: BILL IN FULL

NOTE: All related work including (but not limited to) heat/smoke detectors, electrical, lighting, or any other items required to bring the elevator installation up to current applicable code will need to be performed by others and is not included in this quotation.

ACCEPTANCE

BY SIGNING BELOW I ACCEPT THE ABOVE QUOTE AND PAYMENT TERMS.*

Steve McKinley
AUTHORIZED SIGNATURE

11-08-22
DATE

Steve McKinley, Chairman
PRINTED NAME AND TITLE

334-974-6025
CONTACT PHONE #

*After you have signed this acceptance, please fax it back to 850-482-2482. Parts cannot be ordered and /or permits pulled without a signed acceptance.

ALABAMA FARM-CITY WEEK – 2022

A PROCLAMATION


For nearly 65 years, the American people have joined together during Thanksgiving week to observe Farm-City Week, a time set aside to express gratitude for the bounty with which God has blessed our land. Throughout the week, Americans recognize the hard work and achievements of the farmers, rural townspeople, and city residents who make our nation's agricultural production and distribution system so successful. This cooperation between rural and city dwellers for mutual benefit truly helps to ensure our country's well-being.

America's farmers have provided nutritious food and fiber to sustain our people through many decades of progress. Farmers' productivity has increased steadily, thanks largely to their initiative in supporting and adopting science-based methods and materials. Because of this productivity, American farmers are able to meet the needs of our nation and a growing world.

American agriculture—and the many service industries that depend upon it—is a story of extraordinary labor creating extraordinary abundance. The American farmer has an impact on every aspect of life, from big cities to small towns and all of the routes in between. At this time of year, it is only fitting that all Americans offer a special sign of thanks to those who grow, harvest, and bring the fruits of sun, seed, and soil to our nation's tables.

NOW, THEREFORE, I, Steve McKinnon,
Chairman of the Dale County Commission of _____
by virtue of the authority vested in me do hereby, proclaim the week of November 18
through November 24, 2022, as Alabama Farm-City Week. I call upon all citizens in
rural and cities alike to join in recognizing the accomplishments of our productive
farmers and of our urban residents, who cooperate to create abundance, wealth, and
strength for our Nation.

IN WITNESS WHEREOF, I have hereunto set my hand 8th day of
November in the year of our Lord two thousand twenty-two.



FY 23 Budget Amendment

11/8/2022

DATE	FUND	DEPARTMENT	ACCOUNT NUMBER	DESCRIPTION	CURRENT BUDGET	CHANGE	REVENUE	EXPENDITURE	REVISED BUDGET
10/1/2022	220-REBUILD AL	Rebuild AL	220-53900-238	Contract Maint Roads	1,555,000.00			(443,000.00)	1,112,000.00
10/1/2022	220-REBUILD AL	Rebuild AL	Fund Balance	fund balance from FY22	447,381.32	(412,381.32)			35,000.00

An expense that was in the Budget for FY 23 was paid in FY 22.