

**TENTATIVE AGENDA & MEETING NOTICE
BOARD OF COUNTY COMMISSIONERS**

**TUESDAY, MAY 20, 2025
5:30 P.M.**

**WATAUGA COUNTY ADMINISTRATION BUILDING
COMMISSIONERS' BOARD ROOM**

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: May 6, 2025, Regular Meeting May 6, 2025, Closed Session May 8, 2025, Special Meeting May 9, 2025, Special Meeting		1
	3	APPROVAL OF THE MAY 20, 2025, AGENDA		17
5:35	4	PUBLIC COMMENT – Will last up to 1-hour dependent on number of speakers	CHAIRMAN EGGERS	19
5:40	5	PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE FY 2026 PROPOSED BUDGET	MR. DERON GEOUQUE	21
5:45	6	APPALCART CONTRACTS FOR FY 2026	MR. CRAIG HUGHES	25
5:50	7	VAYA UPDATE	MR. DUSTIN BURLESON	43
5:55	8	BOARD OF ELECTIONS EQUIPMENT PURCHASE REQUEST	MR. MATT SNYDER	57
6:00	9	TAX MATTERS A. Monthly Collections Reports B. Refunds and Releases	MR. TYLER RASH	75 79
6:05	10	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Proposed Amendment to Loan Agreement with the North Carolina Department of State Treasurer B. Valle Crucis Elementary School Change Order C. Assignment of Agreements for Valle Crucis Elementary School and the Emergency Management Services Facility D. Boards and Commissions E. Announcements	MR. DERON GEOUQUE	85 91 177 265 273
6:10	11	BREAK		273
6:15	12	CLOSED SESSION Attorney/Client Matters per, G. S. 143-318.11(a)(3)		279
6:30	13	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

May 6, 2025, Regular Meeting

May 6, 2025, Closed Session

May 8, 2025 Special Meeting – Budget Work Session

May 9, 2025, Special Meeting – Budget Work Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, MAY 6, 2025**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, May 6, 2025, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

Chairman Eggers called the meeting to order at 5:30 P.M. The following were present:

PRESENT: Braxton Eggers, Chairman
 Todd Castle, Vice-Chairman
 Emily Greene, Commissioner
 Tim Hodges, Commissioner
 Ronnie Marsh, Commissioner
 Nathan Miller, County Attorney (arrived at 5:47 P.M.)
 Deron Geouque, County Manager
 Anita J. Fogle, Clerk to the Board

Commissioner Marsh opened with a prayer and Vice-Chairman Castle led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Eggers presented the April 1, 2025, regular meeting and closed session minutes.

Commissioner Marsh, seconded by Commissioner Greene, moved to approve the April 1, 2025, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

A Commissioner requested amendment to the closed session minutes was shared with the Board.

Commissioner Marsh, seconded by Commissioner Greene, moved to approve the April 1, 2025, closed session minutes as amended.

VOTE: Aye-5
 Nay-0

APPROVAL OF AGENDA

Chairman Eggers called for additions and/or corrections to the May 6, 2025, agenda.

County Manager Geouque requested to remove the following items from the agenda:

- Old Cove Creek School Facility Feasibility Study and Concept Plan
- Board of Equalization and Review (E&R) Compensation

Vice-Chairman Castle, seconded by Commissioner Hodges, moved to approve the May 6, 2025, agenda as amended.

VOTE: Aye-5
Nay-0

PUBLIC COMMENT

The following spoke during public comment:

- Trudy Moss
- Donna Lisenby
- Kal Appel

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON A PROPOSAL TO REPEAL A 2024 AMENDMENT TO THE WATAUGA COUNTY BUILDING CODE ORDINANCE WHICH ADDED THE WORDING “AND ALL APPENDICES THEREIN”

Chairman Eggers stated that a public hearing was scheduled to allow public comment on the potential repeal of the fire appendices by removing “and all appendices therein” as shown below:

Section 1-2.1 Fire Code Adopted

On July 1, 1991, or other date established by the North Carolina Building Code Council, the Standard Fire Prevention Code – 1988 Edition ~~and all appendices therein~~ as adopted by the Building Code Council and as amended ...

Chairman Eggers opened the public hearing at 5:47 P.M.

The following spoke:

Mr. Frank Aldridge with Foscoe Fire Department shared concerns of fire trucks not being able to get to homes on smaller roads and with steeper grades.

Mr. Jeff Fisher agreed that fire trucks needed to be able to get to homes and also shared concerns for those who could not build on their property due to the restraints which, in his opinion, lead to an unconstitutional taking of land. Mr. Fisher stated that Mr. Will Holt, Emergency Services Director, and Mr. Shane Garland, Fire Marshal, had been great at answering questions but worried about future staff that may not be as helpful.

Mr. Ralph Daughtry, a surveyor, shared concerns that building had become too restrictive and would shut down development if a happy medium was not reached.

Vice-Chairman Castle, seconded by Commissioner Greene, moved to close the public hearing at 6:00 P.M.

VOTE: Aye-5
Nay-0

Commissioner Marsh, seconded by Vice-Chairman Castle, moved to direct staff to have a committee (comprised of two fire chiefs, 2 commissioners, the County Manager, the Fire Marshal, the Planning Director, a surveyor, an engineer, a developer, and one additional member) work in corporation with the Planning Board to review the Fire Appendices.

VOTE: Aye-5
Nay-0

WATAUGA MEDICS MERGER REQUEST

Mr. Craig Sullivan, Watauga Medics Owner, requested approval of a merger with Priority On Demand ambulance services based out of Knoxville Tennessee. The current contract with Watauga Medics expires December 31, 2025. Mr. Sullivan stated that the merger would provide more resources through staffing and supplies and he couldn't see a downside. Vice-Chairman Castle stated that he had no qualms with Priority On Demand but, he had a desire to see a County run service. He had concerns with a non-local agency handling the services. Mr. Sullivan stated that there was a 180-day clause in the current contract, he would still be running the operation, and it was bonded. Vice-Chairman Castle stated that Mr. Sullivan does a good job and that he was not against him at all. Chairman Eggers followed up by saying that he had not received any complaints against Watauga Medics.

Chairman Eggers stated that he had visited a Priority On Demand facility and it was a top-notch company. Commissioner Marsh stated that the Board was responsible for 54,000 citizens as well as travelers and had to give good consideration of what was best for all. Commissioner Hodges agreed that the Board had an obligation to make a good decision.

Chairman Eggers tabled consideration to allow time to meet in closed session to seek legal advice prior to any Board decision.

APPALACHIAN STATE UNIVERSITY REQUEST FOR NC HWY 105 PROPERTY RELEASE

Mr. JJ Brown, Executive Vice Chancellor, Chief Operating Officer for Appalachian State University, requested a release of a portion of the App105 Property (formally the old Watauga High School property). The request was related to the development of off-campus apartments at the App105 site. Appalachian State University (Endowment) has requested a partial release from the County from the Deed of Trust of approximately 18.84 acres of the 74.634-acre site. The balance of 55.794 acres and the improvements (~26M to date – softball, tennis, track and field, etc.) made on the property since the 2017 purchase would remain subject to the lien of the Deed of Trust.

The Bank providing the loan for the project required a release of the deed of trust for the project area in order to close (scheduled for May 15, 2025). After negotiations, staff and officials of the County and University staff agreed to accelerate the installments of the repayment schedule from 15 years to 7 years in exchange for the release. A proposed agreement was presented.

Commissioner Marsh, seconded by Commissioner Hodges, moved to approve the agreement as presented.

VOTE: Aye-5
Nay-0

BID AWARD REQUEST FOR ADMINISTRATION HVAC

Mr. Robert Marsh, Maintenance Director, requested the award of a contract to Edmisten Heating & Cooling in the amount of \$26,136 for air conditioning equipment at the Watauga County Administration Building. Two bids were received with Edmisten Heating & Cooling being the lowest responsive bidder.

Commissioner Greene, seconded by Commissioner Marsh, moved to award the bid to Edmisten Heating & Cooling for the HVAC replacement at the Watauga County Administration Building in the amount of \$26,136.

VOTE: Aye-5
Nay-0

EMERGENCY SERVICES MATTERS

A. Resolution Opposing House Bill 675: EMT Personnel Credentialing Modifications and House Bill 219: Counties/Franchise Ambulance Service

Mr. Will Holt, Emergency Services Director, requested the adoption of a proposed resolution opposing House Bill 675: EMT Personnel Credentialing Modifications and House Bill 219: Counties/Franchise Ambulance Service.

Vice-Chairman Castle, seconded by Commissioner Hodges, moved to adopt the resolution as presented.

VOTE: Aye-5
Nay-0

B. Resolution Opposing Senate Bill 257: Current Operations Appropriations Act of 2025

Mr. Will Holt, Emergency Services Director, requested the adoption of a proposed resolution opposing Senate Bill 257: Current Operations Appropriations Act of 2025.

Vice-Chairman Castle, seconded by Commissioner Hodges, moved to adopt the resolution as presented.

VOTE: Aye-5
Nay-0

C. Resolution Supporting House Bill 695: Support VIPER/Assist 911 Operations/Dispatch

Mr. Will Holt, Emergency Services Director, requested the adoption of a proposed resolution as presented supporting House Bill 695: Support VIPER/Assist 911 Operations/Dispatch.

Vice-Chairman Castle, seconded by Commissioner Hodges, moved to adopt the resolution as presented.

VOTE: Aye-5
Nay-0

D. Hurricane Helene Update

Mr. Will Holt, Emergency Services Director, provided the following Hurricane Helene update:

“I would like to offer a brief update on the status of recovery in Watauga County from the Emergency Services perspective. It is hard to imagine that it has been seven months since Helene struck our County and while we have made great progress we know we still have a long way to go. A few key points:

- County staff continue to work with our insurance provider, most claims have received their determination and this information has been passed along to FEMA as we work through our Public Assistance (PA) projects*
- Right-of-Way debris removal continues and new debris placement ended March 2nd. We have shared multiple concerns with overall progress with the vendor. It is noted other counties are having similar or worse concerns with the same vendor and we are coordinating that flow of information with NCEM for future operations.*
- Waterway and private property debris removal operations with the Corps of Engineers (USACE) has been approved and have begun. Aerostar and TetraTech are leading the intake process, Right of Entry acquisition, and site assessments for the Private Property Debris Removal (PPDR) program. Bering Strait is the prime contractor for the actual debris removal work.*
- The PPDR ROE intake process concluded on May 1st with the contractor completing follow up inspections for final submission to USACE no later than May 15th. At time of report, over 900 applications have been received.*
- Staff continues to coordinate weekly with USACE, Watauga County Soil and Water, NRCS, and FEMA on debris management and future steps in restoring our waterways. At time of report, over 80,000 cubic yards of debris have been removed from our waterways.*
- FEMA has stood up a landslide taskforce to assist State and local governments with tracking landslide damage and potential paths forward for remediation. At time of report there are 247 mapped landslides in the County varying in size.*

- *The OSBM/NCEM Private Road and Bridge program has been partially funded through HB47. This program is designed to duplicate the success seen in the southwest part of the State during the 2022 TS Fred floods, however continued funding will be critical to long term success. Currently, the State has procured 10 engineering firms to assist with evaluating the thousands of applications for assistance. We are monitoring this closely as a critical path of our recovery.*
- *Hagerty Consulting is on the ground and working with staff to complete PA projects. We currently meet bi-weekly to discuss progress and priorities and have meetings with FEMA every two weeks.*
- *The Multi-Agency Resource Center (MARC) remains open however use data is being monitored to ensure this is the best use of resources. We have requested the MARC stay open through the summer and will monitor continued use. Currently, the MARC averages 6-10 visits per day for various services.*

The Emergency Services Department is grateful for the partnership with our local, State, and federal partners specifically as they focus efforts to get money flowing into our community to restore what was lost and also build an even more resilient future.”

The report was given for information only; therefore, no action was required.

E. Powder Horn Site Tree Removal and Construction Driveway Request

Mr. Will Holt, Emergency Services Director, requested approval of Engineered Tower Solution’s (ETS) quote for \$41,212 for tree removal at the Powder Horn site. The tree removal was a technical process as trees would be dropped between houses and a water tank. The costs also would cover the construction driveway and silt fencing. Funds were budgeted as part of the project.

Commissioner Marsh, seconded by Vice-Chairman Castle, moved to approve the Engineered Tower Solution’s quote as presented by Mr. Holt.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Presentation of the FY 2026 Capital Improvement Plan (CIP)

County Manager Geouque presented the FY 2025-2026 Capital Improvement Plan (CIP) for review prior to discussion during the upcoming budget work sessions.

B. Presentation of the Manager’s FY 2026 Recommended Budget

County Manager Geouque presented his recommended FY 2026 Budget at the meeting and reviewed the following highlights:

- Maintains the property tax rate at \$0.318, third lowest in the State behind Macon and Moore Counties.
- School funding levels:
 - \$621,561 increase in current operations expenses.
 - \$130,000 for 2 nurses' positions.
 - \$130,000 for Phase II of teacher supplements.
 - \$25,000 for National Board certifications.
 - \$950,000 for current capital.
 - \$5,179,550 in CIP set-aside.
- \$785,000 for an additional 24-hour ambulance crew.
- \$546,769 increase for the Sheriff's Office.
- The Emergency Services Center construction has commenced and is scheduled for completion in late 2026.
- \$50,000 for future Library Expansion.
- \$50,000 for the Heritage Museum.
- Balanced budget with no General Fund balance appropriation.

The budget work sessions are scheduled on Thursday, May 8, 2025 beginning at 12:00 P.M. and Friday, May 9, 2025 at 9:00 A.M.

The recommended Budget would be available for public inspection on the County's website and at the County Manager's Office.

Commissioner Marsh, seconded by Chairman Eggers, moved to schedule a public hearing on May 20, 2025, at 5:30 P.M. to allow citizen comment on the proposed budget.

VOTE: Aye-5
Nay-0

C. Proposed Valle Crucis School Change Order

County Manager Geouque stated that the Board previously approved the furniture bid for the Valle Crucis Elementary School in the amount of \$905,128.32. However, due to product discontinuations and manufacturer refinements an additional cost of \$8,848.41 was incurred. The total for furniture was now \$913,976.73. Adequate funds were available in the project to cover the increase.

Commissioner Greene, seconded by Vice-Chairman Hodges, moved to approve the additional increase of \$8,848.41 for furniture at the new Valle Crucis Elementary School.

VOTE: Aye-5
Nay-0

D. Civil Design Services for Proposed Solid Waste Convenience Center at Landfill Road

County Manager Geouque stated that, as part of the scale house renovation project, the container site would be relocated to the end of Landfill Road to remove residential traffic out the commercial traffic flow at the scale house. Civil Design Concepts (CDC) provided a proposal for civil design services for the project in the amount of \$50,590. CDC was currently providing the civil work for the new EMS Center.

The County Manager requested the Board exempt the County from the quality-based selection process required by the Mini-Brooks Act (N.C.G.S. 143-64.31). The statute allows local governments to exempt specific projects from the provisions of the general statute if the estimated fee was less than \$50,000. The reason for the requested exemption was the specialty of the scope of services for the project. The architect also recommended approval of the exemption and hiring ECS to provide materials testing and special inspection services.

Funds were available in the current budget to cover the related expense.

Commissioner Hodges, seconded by Commissioner Greene, moved to accept Civil Design Concepts proposal for civil services for the new container site in the amount of \$50,590.

VOTE: Aye-5
Nay-0

E. Proposed Property & Liability Insurance and Workers Compensation Renewals Request

County Manager Geouque presented the renewal rates for property and liability insurance and workers compensation. The rate for property and liability was \$387,667 or a \$29,292 increase, and the rate for workers compensation was \$224,937; a \$6,552 increase over last year. Based on prior years' claims experience, staff recommended continuing the property deductible at \$5,000. The Manager's recommended budget includes adequate funds to cover the insurance premiums.

Vice-Chairman Castle, seconded by Commissioner Marsh, moved to approve the property and liability insurance and workers compensation from the North Carolina Association of County Commissioners (NCACC), in the amount of \$387,667 and \$224,937 respectively.

VOTE: Aye-5
Nay-0

F. Request to Amend the "Not to Exceed" Amount in Debris Tech's Notice to Proceed

County Manager Geouque stated that the Board had previously approved an amendment to the "Not to Exceed" amount for SDR's contract regarding right-of-way debris removal. In conjunction with that amendment, Debris Tech, the monitoring company (as required by FEMA for reimbursement), has requested an increase in the not to exceed amount of their contract from \$1 million to \$1.5 million. The \$1.5 million plus the \$3.8 million for SDR brings the total amount to \$5.3 million which was approximately \$1,090,781 less than the initial estimate.

Chairman Eggers, seconded by Commissioner Greene, moved to grant the increase to \$1.5 million in the not to exceed amount of Debris Tech's contract.

VOTE: Aye-5
Nay-0

G. Boards and Commissions

County Manager Geouque presented the following for consideration:

Watauga Medical Center Board of Trustees

The Watauga Medical Center Board of Trustees has recommended Mr. Jeff Greene for appointment as a Board Trustee. Mr. Greene's term would be effective from January 1, 2025, through December 31, 2027. This was a second reading.

Vice-Chairman Castle, seconded by Commissioner Marsh, moved to appoint Mr. Jeff Greene to the Watauga Medical Center Board of Trustees with his term being effective from January 1, 2025, through December 31, 2027.

VOTE: Aye-5
Nay-0

Personnel Advisory Committee

The Watauga County Personnel Ordinance established a Personnel Advisory Committee comprised of five (5) persons designated by the Board, authorized to hear employee grievances, and recommend decisions to the appointing authority. The Committee consists of one (1) Commissioner, one (1) Department Head and three (3) rank and file employees. Current members and alternates of the Personnel Advisory Committee, including one (1) proposed new rank and file member (Deidre Guy, Assistant Finance Director) and two (2) proposed alternate members (Chris Marriott, Operations Services Director and Jennifer Kemp, Veterans Services Assistant) are as follows:

Member	Position	Department	Appointment Date
BCC Chairman	Commissioner Representative	BCC	12/02/2024
Angie Boitnotte	Department Head Representative	POA	12/03/2012
Deidre Guy	Rank and File Employee Representative	Finance	for consideration
Regina Houck	Rank and File Employee Representative	Tax	03/01/2016
Greg McGrady	Rank and File Employee Representative	IT	08/20/2019
BCC Vice-Chair	Commissioner Representative Alternate	BCC	12/02/2024
Chris Marriott	Department Head Representative Alternate	Sanitation	for consideration
Derrick Ellison	Rank and File Employee Representative Alternate	Maintenance	03/01/2016
Lynne Austin	Rank and File Employee Representative	DSS	09/03/2019
Jennifer Kemp	Regular Employee Representative Alternate	Veterans' Serv.	for consideration

The above appointments for consideration were first readings.

Commissioner Greene, seconded by Vice-Chairman Castle, moved to waive the second reading and appoint Deidre Guy, as a rank and file employee representative, Mr. Chris Marriott, as a department head representative alternate, and Jennifer Kemp, as a regular employee representative alternate.

VOTE: Aye-5
Nay-0

Voluntary Farmland Preservation Program Advisory Board

The Voluntary Farmland Preservation Program Advisory Board recommended the re-appointment of Mr. Kelly Coffey and Mr. Joe McNeil. Each were willing to continue to serve if so reappointed. These were first readings.

Commissioner Marsh, seconded by Commissioner Hodges, moved to waive the second readings and re-appoint Mr. Kelly Coffey and Mr. Joe McNeil to the Voluntary Farmland Preservation Program Advisory Board.

VOTE: Aye-5
Nay-0

H. Announcements

County Manager Geouque announced the following:

- An Ethics for Elected Officials training course will be held via Zoom on Thursday, May 22, 2025, from 10:00 A.M. to 12:00 P.M. in the Commissioners' Board Room. The course is required to be taken by all Commissioners by December 2025. A quorum may be present for the training; however, no County business will be conducted.
- The Trustees of Caldwell Community College & Technical Institute have invited the Board of Commissioners to a meeting on Wednesday, May 21, 2025, at 6:00 P.M. in the Instructional Building on the Watauga Campus.

Commissioner Marsh, seconded by Vice-Chairman Castle, moved to amend the agenda to include a Possible Action After Closed Session as well as include the following discussions (Voto Latino – Case No. 1:23-cv-861-TDS-JEP and Case No. 1:23-cv-862-TDS-JEP) in closed session, per the County attorney.

VOTE: Aye-5
Nay-0

Chairman Eggers announced that Emergency Fest went well over the weekend.

Chairman Eggers and Commissioner Marsh met with New River representatives.

Commissioner Marsh stated that Soil and Water reminds recreational and business users of the rivers that they want to protect the wildlife and clear the debris.

Commissioner Greene stated that the North Carolina Association of County Commissioners District Meeting was held recently in Avery County where it was great to hear of resources available. Future meetings will be held in June and August.

Commissioner Marsh stated that Watauga County has never adopted a resolution designating the County as a sanctuary county and that the Sheriff's Office was fully working with Federal directives.

CLOSED SESSION

At 7:11 P.M., Commissioner Marsh, seconded by Commissioner Greene, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3), including discussions of Case No. 1:23-cv-861-TDS-JEP and Case No. 1:23-cv-862-TDS-JEP.

VOTE: Aye-5
Nay-0

Chairman Eggers, seconded by Vice-Chairman Castle, moved to resume the open meeting at 8:01 P.M.

VOTE: Aye-5
Nay-0

At 8:03 P.M. Vice-Chairman Castle, seconded by Commissioner Greene, moved to declare a brief recess.

VOTE: Aye-5
Nay-0

Chairman Eggers reconvened the meeting at 8:13 P.M.

At 8:13 P.M., Vice-Chairman Castle, seconded by Commissioner Hodges, moved to re-enter Closed Session to continue to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3), including discussion of Case No. 1:23-cv-861-TDS-JEP and Case No. 1:23-cv-862-TDS-JEP.

VOTE: Aye-5
Nay-0

Commissioner Marsh, seconded by Chairman Eggers, moved to resume the open meeting at 8:24 P.M.

VOTE: Aye-5
Nay-0

Commissioner Marsh, seconded by Vice-Chairman Castle, moved to approve Watauga Medics merger with Priority On Demand contingent upon a fully executed contract with Watauga County and County staff and Priority On Demand shall provide a contract subject to approval no later than May 27, 2025, by 2:00 P.M. for consideration of approval at the June 3, 2025, Board of Commissioners meeting.

VOTE: Aye-5
Nay-0

At 8:26 P.M., Commissioner Greene, seconded by Commissioner Hodges, moved to re-enter Closed Session to continue to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3), including discussion of Case No. 1:23-cv-861-TDS-JEP and Case No. 1:23-cv-862-TDS-JEP.

VOTE: Aye-5
Nay-0

Vice-Chairman Castle, seconded by Commissioner Hodges, moved to resume the open meeting at 8:41 P.M.

VOTE: Aye-5
Nay-0

ADJOURN

Vice-Chairman Castle, seconded by Chairman Eggers, moved to adjourn the meeting at 8:42 P.M.

VOTE: Aye-5
Nay-0

Braxton Eggers, Chairman

ATTEST: Anita J. Fogle, Clerk to the Board

DRAFT

MINUTES

WATAUGA COUNTY BOARD OF COMMISSIONERS

SPECIAL MEETING, THURSDAY, MAY 8, 2025

The Watauga County Board of Commissioners held a budget work session on Thursday, May 8, 2025, at 12:00 P.M. in the Commissioners' Conference Room located in the Watauga County Administration Building, Boone, North Carolina.

PRESENT: Braxton Eggers, Chairman
 Todd Castle, Vice-Chairman
 Emily Greene, Commissioner
 Tim Hodges, Commissioner
 Ronnie March, Commissioner
 Deron Geouque, County Manager/Finance Director
 Misty Watson, Finance Liaison

Chairman Eggers called the meeting to order at 1:04 P.M.

County Manager Geouque and Finance Liaison Watson reviewed the proposed Fiscal Year 2025-2026 budget for Board discussion.

A break was taken from 4:00 P.M. until 4:10 P.M.

County Manager Geouque and Finance Liaison Watson continued to review the proposed Fiscal Year 2025-2026 budget for Board discussion.

The meeting was adjourned at 6:45 P.M.

Braxton Eggers, Chairman

ATTEST:
Deron T. Geouque
County Manager

DRAFT

MINUTES

WATAUGA COUNTY BOARD OF COMMISSIONERS

SPECIAL MEETING, FRIDAY, MAY 9, 2025

The Watauga County Board of Commissioners held a budget work session on Friday, May 9, 2025, at 9:00 A.M. in the Commissioners' Conference Room located in the Watauga County Administration Building, Boone, North Carolina.

PRESENT: Braxton Eggers, Chairman
 Todd Castle, Vice-Chairman
 Emily Greene, Commissioner
 Tim Hodges, Commissioner
 Ronnie Marsh, Commissioner
 Deron Geouque, County Manager/Finance Director
 Misty Watson, Finance Liaison

Chairman Eggers called the meeting to order at 9:00 A.M.

Board of Education Chairman Gary Childers, and Board Member Alison Idol as well as Superintendent, Dr. Leslie Alexander, Assistant Superintendent and Human Resources Director, Dr. Chris Blanton, and Finance Director, Mr. Joe Nash, joined the meeting at 9:03 A.M. to review Watauga County School System budget needs.

County Manager Geouque and Finance Liaison Watson continued to review the proposed Fiscal Year 2025-2026 budget for Board discussion.

The meeting was adjourned at 12:05 P.M.

Braxton Eggers, Chairman

ATTEST:
Deron T. Geouque
County Manager

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AGENDA ITEM 3:

APPROVAL OF THE MAY 20, 2025, AGENDA

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AGENDA ITEM 4:

PUBLIC COMMENT

MANAGER'S COMMENTS:

Public Comment will last up to 1-hour dependent upon the number of speakers.

Blank Page

AGENDA ITEM 5:

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE FY 2026 PROPOSED BUDGET

MANAGER'S COMMENTS:

A public hearing has been scheduled to allow citizen comment on the Manager's Recommended Budget for Fiscal Year 2026. At the conclusion of the public hearing, you may wish to schedule an additional work session to make any additional changes prior to staff preparing the budget ordinance for adoption at one of the Board's June meetings. Enclosed is a copy of the changes made by the Board and staff during the budget work sessions.

Direction from the Board is requested.

PUBLIC HEARING NOTICE

THE WATAUGA COUNTY MANAGER'S RECOMMENDED BUDGET FOR FISCAL YEAR 2025/2026 HAS BEEN SUBMITTED TO THE WATAUGA COUNTY BOARD OF COMMISSIONERS AS OF TUESDAY, MAY 6, 2025. A COPY OF THE PROPOSED BUDGET IS AVAILABLE FOR PUBLIC INSPECTION ONLINE AT WWW.WATAUGACOUNTY.ORG; IN THE COUNTY MANAGER'S OFFICE LOCATED IN THE WATAUGA COUNTY ADMINISTRATION BUILDING; AND AT THE PUBLIC LIBRARIES IN BOONE, BLOWING ROCK AND THE WESTERN WATAUGA COMMUNITY CENTER. A PUBLIC HEARING ON THE PROPOSED BUDGET SHALL BE HELD ON TUESDAY, MAY 20, 2025, AT 5:30 P.M. TO ALLOW PUBLIC COMMENT AT WHICH TIME ANY PERSONS WHO WISH TO BE HEARD ON THE BUDGET MAY APPEAR. THE BUDGET HEARING WILL BE HELD IN THE COMMISSIONERS' BOARD ROOM LOCATED IN THE WATAUGA COUNTY ADMINISTRATION BUILDING AT 814 WEST KING STREET, BOONE, NORTH CAROLINA. IF YOU HAVE QUESTIONS, PLEASE CALL 265-8000.

BRAXTON EGGERS
CHAIRMAN

Budget Change Summary				
General Fund				
		Revenues	Expenditures	
Initial budget changes discussed in the May 8-9, 2025 budget work sessions				
105890-463135	HOSPITALITY HOUSE		(10,000)	Reduce funding for the Hospitality House
104330-412100	SALARIES-REGULAR		(56,736)	Remove assistant fire marshal position
104330-412600	SALARIES-FIRE INSPECTOR		8,345	Restore funding for part-time fire inspector
104330-418100	SOCIAL SECURITY EXPENSE		(3,871)	Remove assistant fire marshal position
104330-418200	LOCAL GOV'T RETIREMENT EXPENSE		(8,187)	Remove assistant fire marshal position
104330-418300	HEALTH INSURANCE EXPENSE		(14,000)	Remove assistant fire marshal position
104330-418900	OTHER FRINGE-401K		(2,837)	Remove assistant fire marshal position
104330-418901	OTHER FRINGE-457		(360)	Remove assistant fire marshal position
104199-418300	RETIREEE HEALTH INSURANCE		82,246	Reduce OPEB liability
104311-412101	SALARIES-NONREGULAR		5,000	Restore funding for non-regular salaries for telecommunications
104311-418100	SOCIAL SECURITY EXPENSE		400	Restore funding for non-regular salaries for telecommunications
net change		\$ -	\$ -	Overall Budget Increase

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AGENDA ITEM 6:

APPALCART CONTRACTS FOR FY 2026

MANAGER'S COMMENTS:

Mr. Craig Hughes, AppalCART Director, will present the contracts for transportation services for the Project on Aging and Social Services Departments for FY 2026. The proposed rate for the Project on Aging, Department of Social Services, and other County functions remains the same at \$2.85 per direct mile.

Mr. Hughes will present a contract for the POA meal delivery. The rate remains the same at \$2.00 per direct mile.

Board action is required to approve the contracts.



May 9, 2025

Mr. Deron T. Geouque, County Manager
Watauga County Administration Building
814 W. King Street, Suite 205
Boone, NC 28607

Dear Deron:

The proposed transportation contracts with Watauga County for FY 26 have been attached for the County's consideration. The contracts include: Watauga County Project on Aging, Watauga County Project on Aging – Meals, Watauga County Department of Social Services, and Watauga County Non-Medicaid. Each contract has a rate based on "direct mileage" of \$2.85 per direct mile (Direct Mile = distance from origin to destination for each passenger.) except the Project on Aging - Meal Delivery. The direct mileage rate allows agencies to easily understand how much their bill will be impacted if they add or remove a trip and it is the rate type required by Medicaid. The rate is the same as the contract the county approved last year. The majority of the funding for this transportation is from the NCDOT Rural Operating Assistance Program grant funding and Medicaid. The Project on Aging - Meal Delivery rate is \$2.00 per direct mile due to the length of the trip and the origins and destinations.

Thank you for your consideration of these contracts. Please feel free to contact me if you need additional information.

Sincerely,

Craig Hughes,
Transportation Director

For FY 25/26

Department of Social Services-Medicaid

This Agreement, effective this

1st day of July 2025, by and between

AppalCART and

Agency Name: Dept of Social Services – Watauga County

Contact person: Tom Hughes

Address: 132 Poplar Grove Connector, Suite C Boone, NC 28607

Phone: 264-8100 Fax: 265-7638 E-mail: tom.hughes@watgov.org

Rate ---- \$2.85 per direct passenger mile per passenger

NORTH CAROLINA

AGREEMENT

WATAUGA COUNTY

THIS AGREEMENT, effective this 1st day of July, 2025 and lasting through the 30th day of June, 2026, by and between AppalCART, hereinafter referred to as the Authority; and Watauga County on behalf of the **Department of Social Services**, hereinafter referred to as DSS;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Authority and the DSS do agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the continued implementation of a consolidated, coordinated Public Transportation Project in Watauga County, to state the

terms, conditions and mutual undertakings of the parties as to the manner in which the Authority will provide transportation services for the DSS.

Section 2. Adoption of Required Provision. This Agreement incorporates the required provisions of the North Carolina Department of Transportation/AppalCART Agreement under Project Number 26-CT-007, and subsequent agreements between the North Carolina Department of Transportation and the Authority. The Authority shall comply with audit requirements as described in N.C.G.S 146C-6-22 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

Section 3. Scope of Work.

1. The normal hours of operation shall be between 6:00AM and 6:00PM Monday through Friday.

The Authority will provide regularly scheduled transportation services for the DSS as may be mutually agreed upon. DSS shall notify the Authority at least one (1) business day in advance of any revisions in scheduling, or of any additions of passengers. Failure to provide adequate notification of cancellations may result in billing for services scheduled unless adverse weather was the cause (Adequate notice is defined as two hours before any revenue time spent attempting the trip. If a trip has not been canceled appropriately, the trip is marked as a “No Show”. The County will be billed for the mileage to the pick-up point and back to AppalCART. A passenger with three (3) no shows in 30 days will be suspended for 30 days.). Flexible scheduling for **special activities** may be implemented as deemed appropriate as long as at least three (3) days notice is given. Ten (10) days notice is preferred for out of town trips. The routes and schedules may be modified from time to time by the Authority in order to provide for a more effective and efficient provision of service to the citizens of Watauga County.

2. The Authority will be responsible for maintaining insurance to meet the requirements of the North Carolina Department of Transportation, FTA, and the DSS with respect to liability insurance, vehicle inspections, and drivers including licensing, background checks, and drug and alcohol testing. It is agreed that coverage limits will meet the amount required for common carrier passenger vehicles by the

North Carolina Utilities Commission. Insurance Company is:

NCACC RMP.L&P Policy # LP-AP-473-16.

3. First lien holder on all vehicles titled to the Authority shall be the North Carolina Department of Transportation - Integrated Mobility Division.
4. The Authority will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of adverse weather.
5. The Authority will provide driver training for new drivers and refresher courses for long-term drivers, to ensure that all drivers have adequate knowledge of passenger safety, CPR, first aid, defensive driving and preventive vehicle maintenance.
6. Vehicles will be equipped with a land transportation communication radio system.
7. The Authority shall commence performance of this contract on the 1st day of July, 2025, and shall complete, renew, or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation/AppalCART under Project Number 26-CT-007.
8. By mutual agreement, the unit rate of said service shall be \$2.85 per direct vehicle mile. The Authority will submit itemized invoices to the DSS on a semi-monthly basis. DSS will have two weeks to submit the payment authorizations to NC Tracks and shall notify the Authority upon successful submission of the authorizations (If authorizations are not submitted within two weeks, then AppalCART may bill Watauga County for the services.). The Authority will then submit the requests for payment to NC Tracks. All costs charged to the DSS including any approved services performed by the Authority shall be supported by properly executed payrolls, time records, invoices, canceled checks, deposit slips, or vouchers evidencing in detail the nature and property of the charges. The Authority will use billing codes specified by DSS on invoices, and will report no-shows, daily, and cancellations on a monthly basis.
 - All claims that DSS has authorized, but cannot be processed through NC Tracks will be billed to Watauga County.

9. The Authority shall retain all records pertaining to this Project for a period of three (3) years from the date of this Agreement. The Authority shall permit North Carolina Department of Transportation - Integrated Mobility Division and DSS to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Authority pertaining to the Project.

10. Passenger complaints should be reported to the Authority's Director 828.297.1300 x 104

director@appalcart.com

11. Names of Board Members and Managers are posted and updated at www.appalcart.com , any changes will be reported to DSS.

12. If the Authority becomes excluded from participation in this agreement, the DSS will be promptly notified.

Section 4. Rate Changes. The Authority reserves the right to renegotiate this agreement when "Managed Care" is fully implemented in Watauga County.

Section 5. Termination of Agreement. Either party may terminate the Agreement by giving the other party sixty (60) days advance written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: _____

Braxton Eggers
Watauga County Commissioners Chair

ATTEST:

Anita Fogle
Clerk to the County Commissioners

BY: _____

Frank David V
AppalCART Board Chair

ATTEST:

Anna Goddard
Clerk to the AppalCART Board

For FY 25-26

Watauga County Project on Aging

This Agreement, effective this

1st day of July 2025, by and between

AppalCART and

Agency Name: Project on Aging – Watauga County

Contact Person: Angie Boitnotte

Address: 132 Poplar Grove Connector, Suite A Boone, NC 28607

Phone: 265.8092 Fax: 264-2060 E-mail: angie.boitnotte@watgov.org

Rate: \$2.85 per direct mile

NORTH CAROLINA

AGREEMENT

WATAUGA COUNTY

THIS AGREEMENT, effective this 1st day of July, 2025 and lasting through the 30th day of June, 2026, by and between AppalCART, hereinafter referred to as the Authority; and Watauga County on behalf of the **PROJECT ON AGING**, hereinafter referred to as Project on Aging;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Authority and the Project on Aging do agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the continued implementation of a consolidated, coordinated Public Transportation Project in Watauga County, to state the terms, conditions and mutual undertakings of the parties as to the manner in which the Authority will provide transportation services for the Project on Aging.

Section 2. Adoption of Required Provision. This Agreement incorporates the required provisions of the North Carolina Department of Transportation/AppalCART Agreement under Project Number 26-CT-007, and subsequent agreements between the North Carolina Department of Transportation and the Authority. The Authority shall comply with audit requirements as described in N.C.G.S 146C-6-22 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

Section 3. Scope of Work.

1. The normal hours of operation shall be between 6:00AM and 6:00PM Monday through Friday.

The Authority will provide regularly scheduled transportation services for the Project on Aging as may be mutually agreed upon. The Project on Aging shall notify the Authority at least one (1) business day in advance of any revisions in scheduling, or of any additions of passengers. Failure to provide adequate notification of cancellations may result in billing for services scheduled unless adverse weather was the cause. Flexible scheduling for special activities may be implemented as deemed appropriate as long as at least three (3) days notice is given. The routes and schedules may be modified from time to time by the Authority in order to provide for a more effective and efficient provision of service to the citizens of Watauga County.

2. The Authority will be responsible for maintaining insurance to meet the requirements of the North Carolina Department of Transportation, FTA, and the Project on Aging with respect to liability insurance, vehicle inspections, and drivers including licensing, background checks, and drug and alcohol testing. It is agreed that coverage limits will meet the amount required for common carrier passenger

vehicles by the North Carolina Utilities Commission. The Authority's Insurance Company is NCACC RMP.L&P

Policy # LP-AP-473-16.

3. First lien holder on all vehicles titled to the Authority shall be the North Carolina Department of Transportation - Integrated Mobility Division.
4. The Authority will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of adverse weather.
5. The Authority will provide driver training for new drivers and refresher courses for long-term drivers, to ensure that all drivers have adequate knowledge of passenger safety, CPR, first aid, defensive driving and preventive vehicle maintenance.
6. Vehicles will be equipped with a land transportation communication radio system.
7. The Authority shall commence performance of this contract on the 1st day of July, 2025, and shall complete, renew, or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation/AppalCART under Project Number 26-CT-007.
8. By mutual agreement, the unit rate of said service shall be \$2.85 per direct vehicle mile. The Authority will submit itemized invoices to the Project on Aging on a monthly basis, payment of terms is thirty (30) days net. All costs charged to the Project on Aging, including any approved services performed by the Authority, shall be supported by properly executed payrolls, time records, invoices, canceled checks, deposit slips, or vouchers evidencing in detail the nature and property of the charges. The Authority will use billing codes specified by the Project on Aging on invoices, and will report no-shows daily, and cancellations on a monthly basis.
9. The Authority shall retain all records pertaining to this Project for a period of three (3) years from the date of this Agreement. The Authority shall permit North Carolina Department of Transportation – Integrated Mobility Division and the Watauga County Project on Aging to inspect all work, materials, payrolls, and other

data and records with regard to the Project and to audit the books, records and accounts of the Authority pertaining to the Project.

10. Passenger complaints should be reported to the Authority's Director 828.297.1300 x 104

director@appalcart.com

11. Names of Board Members and Managers are posted and updated at www.appalcart.com , any changes will be reported to the Project on Aging.

12. If the Authority becomes excluded from participation in this agreement, the Project on Aging will be promptly notified.

13. The Project on Aging Directors will complete the Client Registration Forms and determine eligibility for transportation services. The Authority will refer them to the appropriate Senior Center Director (LEH or WWCC).

14. At the initial registration/orientation, the Project on Aging will provide participants with a letter which states the following: cost of the service, funding source, purpose of consumer contributions, and procedures for making a donation. The Project on Aging is responsible for the collection and reporting of all donations. If a participant attempts to make a donation to the Authority's staff, they should be referred to a Project on Aging staff member. The Authority should refer participants to the Project on Aging if there are any questions regarding consumer contributions.

Section 4. Termination of Agreement. Either party may terminate the Agreement by giving the other party sixty (60) days advance written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: _____

Braxton Eggers
Watauga County Commissioners Chair

ATTEST:

Anita Fogle
Clerk to the County Commissioners

BY:

Frank David V
AppalCART Board Chair

ATTEST:

Anna Goddard
Clerk to the AppalCART Board

For FY 25/26

Watauga County Project on Aging-Meals

This Agreement, effective this

1st day of July 2025, by and between

AppalCART and

Agency Name: Project on Aging – Watauga County

Contact Person: Angie Boitnotte

Address: 132 Poplar Grove Connector, Suite A Boone, NC 28607

Phone: 265.8092 Fax: 264-2060 E-mail: angie.boitnotte@watgov.org

Rate: \$2.00 per direct vehicle mile

NORTH CAROLINA

AGREEMENT

WATAUGA COUNTY

THIS AGREEMENT, effective this 1st day of July, 2025 and lasting through the 30th day of June, 2026, by and between AppalCART, hereinafter referred to as the Authority; and Watauga County on behalf of the **PROJECT ON AGING**, hereinafter referred to as Project on Aging;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Authority and the Project on Aging do agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the continued implementation of a consolidated, coordinated Public Transportation Project in Watauga County, to state the terms, conditions and mutual undertakings of the parties as to the manner in which the Authority will provide transportation services for the Project on Aging.

Section 2. Adoption of Required Provision. This Agreement incorporates the required provisions of the North Carolina Department of Transportation/AppalCART Agreement under Project Number 26-CT-007, and subsequent agreements between the North Carolina Department of Transportation and the Authority. The Authority shall comply with audit requirements as described in N.C.G.S 146C-6-22 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

Section 3. Scope of Work.

1. The normal hours of operation shall be between 6:00AM and 6:00PM Monday through Friday.

The Authority will provide regularly scheduled transportation of meals for the Project on Aging as may be mutually agreed upon. The routes and schedules may be modified from time to time by the Authority in order to provide for a more effective and efficient provision of service to the citizens of Watauga County.

2. The Authority will be responsible for maintaining insurance to meet the requirements of the North Carolina Department of Transportation, FTA, and the Project on Aging with respect to liability insurance, vehicle inspections, and drivers including licensing, background checks, and drug and alcohol testing. It is agreed that coverage limits will meet the amount required for common carrier passenger vehicles by the North Carolina Utilities Commission. The Authority's Insurance Company is NCACC RMP.L&P Policy # LP-AP-473-16.
3. First lien holder on all vehicles titled to the Authority shall be the North Carolina Department of Transportation – Integrated Mobility Division (NCDOT-IMD).

4. The Authority will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of adverse weather.
5. The Authority will provide driver training for new drivers and refresher courses for long-term drivers, to ensure that all drivers have adequate knowledge of passenger safety, CPR, first aid, defensive driving and preventive vehicle maintenance.
6. Vehicles will be equipped with a land transportation communication radio system.
7. The Authority shall commence performance of this contract on the 1st day of July, 2025, and shall complete, renew, or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation/AppalCART under Project Number 26-CT-007.
8. By mutual agreement, the unit rate of said service shall be \$2.00 per direct vehicle mile. The Authority will submit itemized invoices to the Project on Aging on a monthly basis, payment of terms is thirty (30) days net. All costs charged to the Project on Aging, including any approved services performed by the Authority, shall be supported by properly executed payrolls, time records, invoices, canceled checks, deposit slips, or vouchers evidencing in detail the nature and property of the charges. The Authority will use billing codes specified by the Project on Aging on invoices, and will report no-shows daily, and cancellations on a monthly basis.
9. The Authority shall retain all records pertaining to this Project for a period of three (3) years from the date of this Agreement. The Authority shall permit North Carolina Department of Transportation – Integrated Mobility Division and the Watauga County Project on Aging to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Authority pertaining to the Project.
10. Passenger complaints should be reported to the Authority's Director 828.297.1300 x 104

director@appalcart.com

11. Names of Board Members and Managers are posted and updated at www.appalcart.com , any changes will be reported to the Project on Aging.

12. If the Authority becomes excluded from participation in this agreement, the Project on Aging will be promptly notified.

Section 4. Termination of Agreement. Either party may terminate the Agreement by giving the other party sixty (60) days advance written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: _____

Braxton Eggers
Watauga County Commissioners Chair

ATTEST:

Anita Fogle
Clerk to the County Commissioners

BY: _____

Frank David V
AppalCART Board Chair

ATTEST:

Anna Goddard
Clerk to the AppalCART Board

For FY 25/26

Watauga County: Non-Medicaid Transportation

This Agreement, effective this

1st day of July, 2025, by and between

AppalCART and

Agency Name: Watauga County

Contact person: Deron Geouque

Address: 814 West King St, Suite 205 Boone, NC 28607

Phone: 265-8000 E-mail: Deron.Geouque@watgov.org

Rate ---- \$2.85 per direct mile

THIS AGREEMENT, effective this 1st day of July, 2025 and lasting through the 30th day of June, 2026, by and between AppalCART, hereinafter referred to as the Authority; and Watauga County;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Authority and the County do agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the continued implementation of a consolidated, coordinated Public Transportation Project in Watauga County, to state the terms, conditions and mutual undertakings of the parties as to the manner in which the Authority will provide transportation services for the County.

Section 2. Adoption of Required Provision. This Agreement incorporates the required provisions of the North Carolina Department of Transportation/AppalCART Agreement under Project Number 26-CT-007, and subsequent agreements between the North Carolina Department of Transportation and the Authority.

The Authority shall comply with audit requirements as described in N.C.G.S 146C-6-22 and OMB Circular A-133

and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

Section 3. Scope of Work.

1. The normal hours of operation shall be between 6:00AM and 6:00PM Monday through Friday.

The Authority will provide regularly scheduled transportation services for the County as may be mutually agreed upon. Flexible scheduling for special activities may be implemented as deemed appropriate as long as at least three (3) days notice is given. Ten (10) days notice is preferred for out of town trips. The routes and schedules may be modified from time to time by the Authority in order to provide for a more effective and efficient provision of service to the citizens of Watauga County.

2. The Authority will be responsible for maintaining insurance to meet the requirements of the North Carolina Department of Transportation, FTA, and the County with respect to liability insurance, vehicle inspections, and drivers including licensing, background checks, and drug and alcohol testing. It is agreed that coverage limits will meet the amount required for common carrier passenger vehicles by the North Carolina Utilities Commission. Insurance Company is:

NCACC RMP.L&P Policy # LP-AP-473-16.

3. The Authority will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of adverse weather.
4. The Authority will provide driver training for new drivers and refresher courses for long-term drivers, to ensure that all drivers have adequate knowledge of passenger safety, CPR, first aid, defensive driving and preventive vehicle maintenance.
5. The Authority shall commence performance of this contract on the 1st day of July, 2025, and shall complete, renew, or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation/AppalCART under Project Number 26-CT-007.

6. By mutual agreement, the unit rate of said service shall be \$2.85 per direct mile. The Authority will submit itemized invoices to the County on a monthly basis, payment of terms is thirty (30) days net.
7. The Authority shall retain all records pertaining to this Project for a period of three (3) years from the date of this Agreement. The Authority shall permit North Carolina Department of Transportation – Integrated Mobility Division and County to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Authority pertaining to the Project.
8. Passenger complaints should be reported to the Authority’s Director 828.297.1300 x 104
director@appalcart.com
9. If the Authority becomes excluded from participation in this agreement, the County will be promptly notified.

Section 4. Termination of Agreement. Either party may terminate the Agreement by giving the other party sixty (60) days advance written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: _____

Braxton Eggers
Watauga County Commissioners Chair

ATTEST:

Anita Fogle
Clerk to the County Commissioners

BY: _____

Frank David V
AppalCART Board Chair

ATTEST:

Anna Goddard
Clerk to the AppalCART Board

AGENDA ITEM 7:

VAYA UPDATE

MANAGER'S COMMENTS:

Mr. Dustin Burleson, VAYA, will provide an update to the Board regarding VAYA. The report is for information only; therefore, no action is required at this time.



Watauga Board of County Commissioners

Dustin Burleson

Community Relations Regional Director

Vaya Health

Spring 2025

Vaya Health Plan/Medicaid Updates

Vaya Total Care

- As a Tailored Plan, Vaya Health is responsible for health, behavioral health and pharmacy care for adult and youth plan members.
- Plan members have been diagnosed with a moderate to severe mental health or substance use disorder or have an intellectual/developmental disability.
- Vaya's Network of Providers include hospitals/health systems, FQHCs, Health Depts, primary and specialty care practices, behavioral health residential and community providers and pharmacies across the State.
- Plan members can receive a Tailored Care Manager to help them connect to the services, supports and resources needed for health and wellness.

Vaya Total Care

- Vaya Total Care Perks for Plan Members- VTC Perks are designed to support members with a variety of health and wellbeing outside of services they receive. Perks for eligible members include wellness, pregnancy, GED, safety and non-medical transportation supports.
- Non-Emergency Medicaid Transportation(NEMT) for Physical and Behavioral Health appointments for members.
- Healthy Opportunities Pilot administered by Impact Health can provide additional supports for eligible Plan members in areas such as housing, food, transportation and help for members experiencing interpersonal violence.

Child & Family Specialty Plan

The NCDHHS announced that Blue Cross Blue Shield will be the single Health Plan serving youth and families involved in child welfare/foster care system.

- On December 11, 2024, NC DHHS provided an Amendment to the CFSP contract with BCBS revealing the following timetable:
 -
 - **Contract Period & Effective Dates**
 - Implementation Period: August 15, 2024 through November 30, 2025
 - Contract Year 1: **December 1, 2025** through June 30, 2026
 - Contract Year 2: July 1, 2026 through June 30, 2027
 - Contract Year 3: July 1, 2027 through June 30, 2028
 - Contract Year 4: July 1, 2028 through June 30, 2029
 -

Hurricane Helene Recovery

HOPE 4 NC GRANT PROGRAM DESCRIPTION

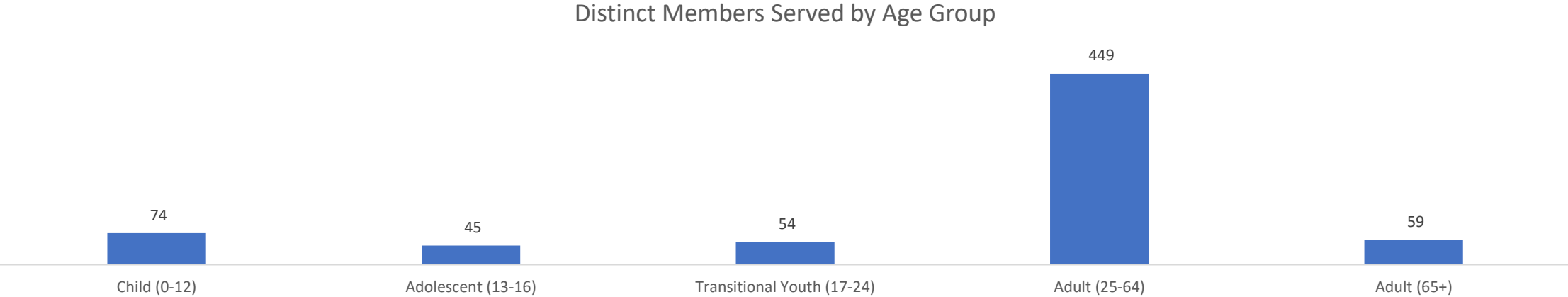
The Crisis Counseling Assistance and Training Program (CCP) is a federally funded supplemental program administered by the U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) to fund mental health assistance and training activities in areas that have been declared a major disaster.

The mission of the CCP is to assist individuals and communities in recovering from the effects of disasters through the provision of community-based outreach and psycho-educational services. The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situation and reactions, mitigating stress, developing coping strategies, accessing sources of emotional support, and encouraging linkages with other individuals and agencies that help survivors in their recovery process.

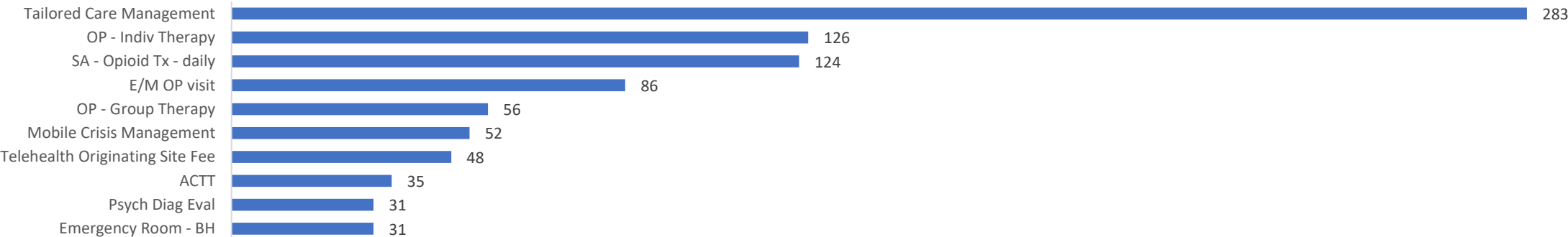
HURRICANE IMPACTED COUNTIES WITHIN VAYA'S CATCHMENT



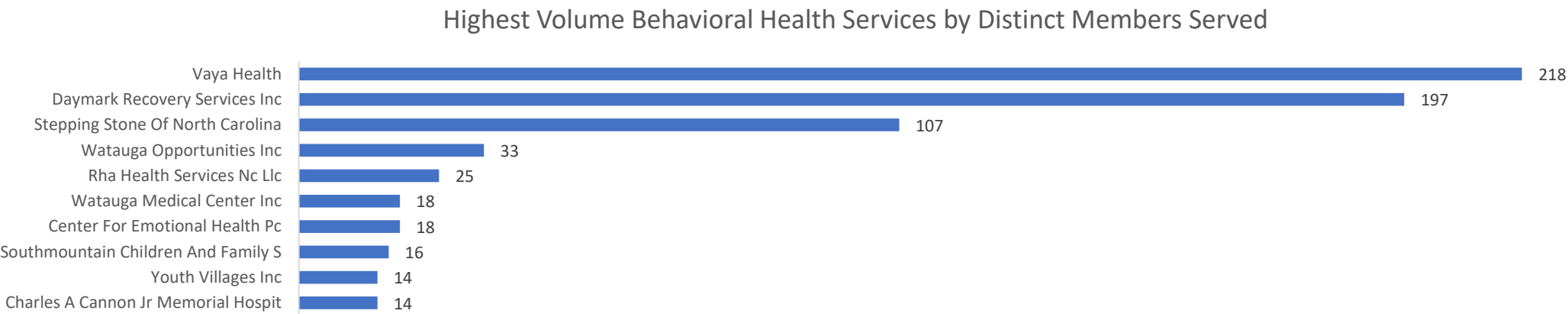
Watauga Data for FY 25-26 Q2



Highest Volume Behavioral Health Services by Distinct Members Served



Watauga BH services





VAYAHEALTH

**THANK
YOU**

AGENDA ITEM 8:**BOARD OF ELECTIONS EQUIPMENT PURCHASE REQUEST****MANAGER'S COMMENTS:**

Mr. Matt Snyder, Board of Elections Director, will request the Board approve the purchase of 31 DS300 and 28 Express Votes from ES&S/Printelect for \$313,535.25; 19 VC EZ Carts from Printelect and 2 VC EZ Carts from Caldwell County Board of Elections for \$38,825; and 12 Balotars from ES&S/Printelect for \$71,570. As shipping is not included, staff's understanding is Mr. Snyder will provide the total cost for shipping at a later date. If the amount for shipping exceeds \$15,000, Mr. Snyder will bring back to the Board for approval. Unless, the Board wishes to authorize the County Manager to pay the shipping costs not to exceed \$50,000.

Board action is required to approve the \$423,930.25 for:

1. 31 DS300 and 28 Express Votes from ES&S/Printelect for \$313,535.25
2. 19 VC EZ Carts from Printelect and 2 VC EZ Carts from Caldwell County Board of Elections for \$38,825
3. 12 Balotars from ES&S/Printelect for \$71,570
4. Authorize the County Manager to pay the shipping cost once determined not to exceed \$50,000

In the 2000 Presidential election, the race came down to hanging chads in Florida. As a result, in 2002 the Help America Vote Act (HAVA) was passed and grants were awarded to States to buy modern election equipment. Using Federal funds from the HAVA grant, Watauga County acquired our current voting equipment in 2006. It has lasted well past its 10-year life expectancy because of routine maintenance and good care.

There are 21 election day precincts, 6 Early Voting sites, and Absentee by Mail, all of which must have a separate tabulator. Each election day precinct and Early Voting site must also have an ADA ballot marking device. We currently have 31 M100 tabulators, 28 Automark ADA ballot marking devices, and 1 M650 high speed tabulator. This allows for some backup devices should any problems arise.

In order to purchase new equipment, the North Carolina State Board of Elections has developed a process each county must go through. This process is defined in Numbered Memo 2021-01(included in packet). The Board of Elections began this process in February by witnessing demonstrations and going to exhaustive lengths to thoroughly explore every avenue of voting equipment options.

The Board members voted at their May 13, 2025 meeting to acquire the DS300 voting system from ES&S, our current vendor. The DS300 system is the most modern election technology available to us and is VVSG 2.0 compliant. Should the recent Presidential Executive Order regarding election equipment be upheld, we would already be in compliance. One of the many technological advancements of the DS300 is its ability to carry out many post-election audits including through the use of Cast Vote Records (CVR's).

The Board also approved a resolution to purchase a storage and transport solution for the voting equipment and voting site supplies. The EZ Cart transport solution will help protect the voting equipment and extend its lifetime. It will also minimize the risk of an injury to our Election Judges, many of whom are over 70, from having to carry and load heavy election equipment and supplies. In addition, it helps ensure that the correct gear is delivered to the correct voting site, and will make set-up and break-down of voting sites much more efficient.

Finally, the Board approved a ballot on demand system to ensure the issuance of the correct ballot style to voters at Early Voting sites and election day precincts with multiple ballot styles. This system is integrated with the State Board of Elections database and other systems and prints the specific ballot style for the voter according to the voter's record in the database. This eliminates the possibility of issuing an incorrect ballot style.

	Currently used	Proposed replacement
Tabulator	M100	DS300
ADA ballot-marking device	Automark	Express Vote

Necessary but not required equipment

EZ Cart

Ballot-on-Demand



NORTH CAROLINA

STATE BOARD OF ELECTIONS

Mailing Address:
P.O. Box 27255
Raleigh, NC 27611

(919) 814-0700 or
(866) 522-4723

Fax: (919) 715-0135

Numbered Memo 2021-01

TO: County Boards of Elections
FROM: Karen Brinson Bell, Executive Director
RE: Procedures for Purchasing Voting Equipment
DATE: March 1, 2021 (Revised April 14, 2023; July 20, 2023)

This Numbered Memo updates [Numbered Memo 2019-04](#) and details the procedures a county board of elections is required to follow when seeking to purchase certified voting systems and components.

When seeking to use a new voting system in the county, a county board of elections must follow the same procedures regardless of when the voting system was certified.

Only voting systems certified by the State Board may be used in North Carolina. North Carolina law and the Elections Systems Certification Program adopted by the State Board establish the role of the county board of elections in selecting a new voting system for that county and impose procedures during and after the adoption and acquisition of a certified voting system for use in the county.

For detailed information on the certification process and the role of the State Board and vendors, please see the [Elections Systems Certification Program](#).

Voting Systems Certified by the State Board

The following voting systems are certified for use in North Carolina:

- ES&S EVS 6.3.0.0
 - DS200 precinct tabulator
 - DS300 precinct tabulator
 - DS850 central tabulator
 - DS450 central tabulator
 - DS950 central tabulator
 - ExpressVote ballot marking device
- ES&S EVS 5.2.4.0
 - DS200 precinct tabulator
 - DS450 central tabulator
 - DS850 central tabulator
 - ExpressVote ballot marking device

- AutoMARK ballot marking device
- Hart InterCivic Verity Voting 2.2/2.5
 - Verity Scan precinct tabulator
 - Verity Touch Writer ballot marking device
 - Verity Central Workstation central tabulator
 - Verity Print ballot on demand
- ES&S Unity 3.4.1.1
 - M100 precinct tabulator
 - DS200 precinct tabulator
 - M650 central tabulator
 - DS850 central tabulator
 - AutoMARK ballot marking device
- ES&S Unity 3.0.1.1
 - M100 precinct tabulator
 - M650 central tabulator
 - AutoMARK ballot marking device
- Clear Ballot ClearVote 1.4¹
 - ClearCast precinct tabulator
 - ClearAccess ballot marking device
 - ClearCount central tabulator
 - ClearAudit election audit system

Requirements for Adopting and Acquiring a Certified Voting System

Ultimately, the county board of commissioners (with the recommendation and approval of the county board of elections) must adopt and acquire a voting system that is certified by the State Board for use in the county. Before the board of county commissioners approves the adoption and acquisition of a voting system, the county board of elections must do the following:²

Step 1: Witness a demonstration of the recommended voting system plus at least one other certified voting system not currently used in your county. The demonstration can take place in the county or at a site designated by the State Board.

- The demonstration should be organized as part of a public meeting with invitations sent to the county board of commissioners, the county manager, the county attorney, and the political parties in the county.
- The county board should give public notice of the demonstration and meeting, as it does for all other board meetings.

¹ Clear Ballot is not currently used in any county in North Carolina.

² See G.S. § 163-165.9 and Section 3.3.2 of the Certification Program.

- A majority of county board members must meet the demonstration requirement. All board members of the county board of elections should witness a demonstration if possible.

Step 2: Make a preliminary recommendation to the board of county commissioners as to which voting system should be acquired by the county.

- Official action to preliminarily recommend to the board of commissioners can be taken as soon as the same meeting during which the demonstration is conducted, provided the meeting is properly noticed. Alternatively, the meeting to preliminarily recommend a voting system may be noticed prior to the demonstration as long as the meeting is held after the demonstration.
- The Board can document its recommendation by resolution, letter, presentation, or other official action.

Step 3: The county board must either: (1) test the proposed voting system in at least one precinct where the voting system would be used if adopted, or (2) test the proposed voting system in a simulated election.

Option 1: Testing in a Precinct in an Election

- County board staff must notify State Board voting systems staff of its intent to test the recommended voting system.
- The voting systems election management system and the components of the system must undergo Logic & Accuracy testing prior to use in the test election.
- After completing canvass, the county board must determine that the recommended voting system has met the requirements for voting in that county.

Option 2: Testing in a Simulated Election

- County boards may test proposed voting equipment in a simulated election, in accordance with standards established by the State Board.³
- Please refer to the *Standards for Simulated Election* policy, adopted by the State Board on July 31, 2020 (revised March 28, 2023), for more information on how to test the proposed equipment in a simulated election. The policy is attached to this memo.
- State Board staff must be notified of any plans to conduct a simulated election prior to scheduling.

Step 4: Seek State Board approval to replace the current voting system.

- The county board of elections cannot replace any voting system, or any portion thereof, without approval of the State Board.⁴

³ G.S. § 163-165.9(a)(3)(b).

⁴ See G.S. § 163-165.9(b)(3).

- The form to request approval is attached to this memo.

Step 5: Make a final recommendation to the board of county commissioners.

- The board of commissioners can decline to adopt or acquire any voting system recommended by the county board of elections, but it cannot adopt and acquire a voting system that has not been approved by the county board of elections.⁵
- The public contracting and procurement statutes do not apply to the purchase of a certified voting system.
- Along with the final recommendation, the CBE must submit the proposed vendor contract to the State Board of Elections for review and approval.

Requirements After the County Has Adopted and Acquired a Certified Voting System

The county board of elections must conduct acceptance testing when a newly procured voting system (or any newly acquired type of equipment for a voting system) is delivered. Acceptance testing ensures that the system delivered is identical to that which was certified and that it operates in good working condition. This testing is conducted by the county board with the assistance of State Board staff or consultants approved by the State Board.

Additionally, the county board of elections must also comply with any requirements of the State Board regarding training and support of the voting system by completing all of the following:⁶

- The CBE must comply with all of the vendor's specifications for ballot printers. The CBE can contract with noncertified ballot printer vendors as long as that vendor meets all of the specifications and the State Board's quality assurance requirements.
- The CBE must maintain annual software license agreements.
- The CBE must uphold annual maintenance agreements necessary to maintain the warranty of the voting system or employ qualified personnel to maintain a voting system in lieu of entering into maintenance agreements.
- Before entering into any maintenance agreement, the CBE shall ensure the vendor agrees to operate a training program for qualified personnel hired by the CBE.
- The CBE must notify the State Board at the time of every repair, according to State Board guidelines.
- The CBE must continue to comply with the [Voting Systems Vendor Code of Ethics](#).

⁵ See G.S. § 163-165.8.

⁶ See G.S. § 163-165.9A(a).

Frequently Asked Questions

Q: The county board wants to purchase an additional piece of equipment that is part of the voting system the board currently uses. Is the board required to witness a demonstration and is the county board of commissioners required to adopt and acquire the new equipment? Do we need to conduct a simulated election after purchasing the new equipment?

A: The county board does not need to witness a demonstration or seek approval of the county commissioners to adopt and acquire a new component of the county's currently used voting system. Nor does the county need to conduct a simulated election. The county is not adopting a new voting system but rather is purchasing an additional piece of equipment within its currently existing system. With any new purchase of a voting system or any component thereof, the county board needs to conduct acceptance testing to be coordinated with the State Board.

Q: The county board wants to upgrade from ES&S EVS 5.2.4.0 to ES&S EVS 6.3.0.0. Is this considered "adopting and acquiring" a new voting system under the statute?

A: Yes. These are two different voting systems, each of which was required to go through full certification review by the State Board. A county board is "adopting and acquiring" a new voting system if it is upgrading to EVS 6.3.0.0 from any other certified voting system, and the county board needs to complete all required steps for adopting and acquiring a new voting system. On the other hand, a county board is not considered to have adopted and acquired a new voting system if it is upgrading to the most recent certified version of the system, where that more recent certified version was not required to go through full certification review by the State Board (*e.g.*, moving from ES&S Unity 3.0.1.1 to Unity 3.4.1.1, or from Hart InterCivic Verity 2.2 to Verity 2.5). The State Board determines whether a new version of a voting system is a mere modification of an existing certified system or a new voting system entirely, the latter of which requires full certification review and all preapproval procedures by the county before acquiring a new system.

Q: The county board wants to purchase equipment from a newly certified voting system but much of its existing equipment will continue to work and be used. Is this considered adopting a new voting system?

A: Changing from one certified voting system to another certified system is considered adopting and acquiring a new voting system, even though some equipment remains the same, and your county board needs to complete all required steps for adopting and acquiring a new voting system. A "voting system" is the total combination of mechanical, electromechanical, or electronic equipment (including the software, firmware, hardware, and documentation required to program, control, and support the equipment) that is used to define ballots; to cast or tabulate votes; to read election media; to report or display election results; and to maintain and produce

any audit trail information.⁷ Although some hardware, can be configured to work with more than one system, if the county is adopting equipment from a new voting system that underwent separate State certification, it is acquiring a new voting system.

Q: The county board wants to adopt a new voting system, and three members of the current board witnessed demonstrations of that new system and another currently certified voting system in the past. Is the board required to witness demonstrations again?

A: A majority of county board members voting on the recommendation must have witnessed a demonstration, so if a majority of the board has already witnessed a demonstration of the recommended voting system and at least one other certified voting system not currently used in the county, the board is not required to repeat the demonstration. However, all board members of the county board of elections should witness a demonstration if possible. Board members are not required to attend demonstrations on the same day.

Q: Can my county board conduct a simulated election prior to witnessing demonstrations?

A: No. The simulated election must take place after witnessing the demonstration of the proposed voting system and one other certified system not currently in use in the county and after making a preliminary recommendation to the county commissioners as to which system the county should adopt and acquire.

Q: Can the demonstration required in Step 1 be conducted virtually?

A: Yes. If a quorum of board members is present, the demonstration must be publicly noticed as a meeting of the board and the county board of commissioners, county manager, county attorney, and the political parties in the county must be notified of the demonstration. Ideally, a virtual demonstration would be provided live. However, if a vendor is offered the opportunity to present in person and live by virtual means, and the vendor declines, the county board may witness a prerecorded demonstration of that vendor's system.

Q: Can the county board's test of a proposed new voting system occur in all precincts or voting sites?

A: No. Using a proposed new voting system in all voting sites or all precincts circumvents the purpose of testing the voting system before it is acquired and ultimately authorized by a county and the State Board to be used as the county's voting system.

⁷ [Elections Systems Certification Program](#) at page 3-4 (emphasis added).

Accessibility Requirement

The Help America Vote Act mandates that a voting system provide the same opportunity for access and participation to voters with disabilities as it does to voters without disabilities.

Federal law requires that each voting place have an accessible voting option for voters with disabilities to vote independently. A county board may choose to use any of the certified ballot marking devices to meet this requirement, but due to limitations in tabulation software, a county may not acquire voting systems from more than one vendor.

In selecting the voting system that will be used, county boards should be mindful of the requirement that they must make available at each voting place “an adequate quantity of official ballots or equipment.” Similarly, county commissioners shall provide “for each of those voting places sufficient equipment of the approved voting system.”⁸ County boards should consider the expected turnout in their county and each voting place, including One-Stop early voting, central transfer location, and Election Day, future elections, and the need to reduce long lines whenever possible.

⁸ G.S. § 163-165.10.

Request for Replacement of County Voting System

The _____ County Board of Elections (“Board”), having met on _____ hereby seeks the approval of the State Board of Elections to replace its voting system, or a portion thereof. Before approving the adoption and acquisition of any voting system by the board of county commissioners, the county board of elections carried out the following steps, which are documented on this form.

STEP 1: DEMONSTRATION

The county board must witness a demonstration of the recommended voting system plus at least one other certified voting system not currently used in the county. The demonstration can take place in the county, at a site designated by the State Board, or by virtual means.

- The demonstration should be organized as part of a public meeting with invitations sent to the county board of commissioners, the county manager, the county attorney, and the political parties in the county.
- The county board should give public notice of the demonstration and meeting, as it does for all other board meetings.
- A majority of county board members voting on the recommendation must have witnessed a demonstration. All five members of the county board of elections should attend a demonstration if possible.

County Board member 1: _____ Voting Systems Reviewed: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Hart InterCivic Verity 2.2 <input type="checkbox"/> Hart InterCivic Verity 2.5 </div> <div> <input type="checkbox"/> ES&S EVS 5.2.4.0 <input type="checkbox"/> ES&S EVS 6.3.0.0 </div> <div> <input type="checkbox"/> ES&S Unity 3.4.1.1 </div> </div>	Demo Location: _____ Date: _____
County Board member 2: _____ Voting Systems Reviewed: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Hart InterCivic Verity 2.2 <input type="checkbox"/> Hart InterCivic Verity 2.5 </div> <div> <input type="checkbox"/> ES&S EVS 5.2.4.0 <input type="checkbox"/> ES&S EVS 6.3.0.0 </div> <div> <input type="checkbox"/> ES&S Unity 3.4.1.1 </div> </div>	Demo Location: _____ Date: _____
County Board member 3: _____ Voting Systems Reviewed: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Hart InterCivic Verity 2.2 <input type="checkbox"/> Hart InterCivic Verity 2.5 </div> <div> <input type="checkbox"/> ES&S EVS 5.2.4.0 <input type="checkbox"/> ES&S EVS 6.3.0.0 </div> <div> <input type="checkbox"/> ES&S Unity 3.4.1.1 </div> </div>	Demo Location: _____ Date: _____
County Board member 4: _____ Voting Systems Reviewed: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Hart InterCivic Verity 2.2 <input type="checkbox"/> Hart InterCivic Verity 2.5 </div> <div> <input type="checkbox"/> ES&S EVS 5.2.4.0 <input type="checkbox"/> ES&S EVS 6.3.0.0 </div> <div> <input type="checkbox"/> ES&S Unity 3.4.1.1 </div> </div>	Demo Location: _____ Date: _____
County Board member 5: _____ Voting Systems Reviewed: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Hart InterCivic Verity 2.2 <input type="checkbox"/> Hart InterCivic Verity 2.5 </div> <div> <input type="checkbox"/> ES&S EVS 5.2.4.0 <input type="checkbox"/> ES&S EVS 6.3.0.0 </div> <div> <input type="checkbox"/> ES&S Unity 3.4.1.1 </div> </div>	Demo Location: _____ Date: _____

STEP 2: PRELIMINARY RECOMMENDATION

The county board must make a preliminary recommendation to the board of county commissioners as to which voting system should be acquired by the county.

- Official action to preliminarily recommend can be taken as soon as the same meeting during which the demonstration is conducted, provided the meeting is properly noticed. Alternatively, the meeting to preliminarily recommend a voting system may be noticed prior to the demonstration as long as the meeting is held after the demonstration.
- The Board can recommend by resolution, letter, presentation, or other official action.

Following the voting system demonstration, the Board recommended:

- ☐ by resolution dated _____
- ☐ by letter dated _____ signed by _____
- ☐ by presentation given on _____
- ☐ by nature of an official action taken on _____

that _____ County adopt and acquire the:

- ☐ ES&S EVS 6.3.0.0 Voting System
- ☐ ES&S EVS 5.2.4.0 Voting System
- ☐ ES&S Unity 3.4.1.1 Voting System
- ☐ Hart InterCivic Verity 2.5 Voting System

STEP 3: TEST THE PROPOSED VOTING SYSTEM

The county board must either: (1) test the proposed voting system in at least one precinct where the voting system would be used if adopted, or (2) test the proposed voting system in a simulated election.

- County board staff must notify State Board voting systems staff via email (votingsystems.sboe@ncsbe.gov) of its intent to test the recommended voting system.
- The voting systems election management system and the components of the system must undergo Logic & Accuracy testing prior to use in the test election.
- After completing the test election, the county board must determine that the recommended voting system has met the requirements for voting in that county.
- Simulated elections must be conducted in accordance with the [Standards for Simulated Election](#) policy.

<input type="checkbox"/>	On _____, the county board staff notified the State Board of Elections voting systems staff of its intent to test the recommended voting system.
<input type="checkbox"/>	The recommended voting system was tested on _____. The voting systems election management system and all of the components of the system were subject to Logic & Accuracy testing prior to use in the test election.
<input type="checkbox"/>	If tested during a real election, the recommended voting system was tested in _____ one-stop absentee voting site(s) and/or _____ Election Day precinct(s).
<input type="checkbox"/>	The Board, having completed its election (real or simulated) in which the recommended voting system was tested, has determined that the recommended system meets the requirements for voting in the county.

STEP 4: SBE APPROVAL

The county board must obtain the approval of the State Board before replacing any voting system, or any portion thereof.

The County Board seeks the approval of the State Board of Elections to replace its current voting system, or a portion thereof, with the following voting system:

- | | |
|---|---|
| <input type="checkbox"/> Hart InterCivic Verity 2.5 Voting System | <input type="checkbox"/> ES&S Unity 3.4.1.1 Voting System |
| <input type="checkbox"/> ES&S EVS 6.3.0.0 Voting System | <input type="checkbox"/> ES&S EVS 5.2.4.0 Voting System |

The Board proposes to adopt and acquire the voting system's election management system (EMS) and the following components of the system:

<i>Component Type</i>	<i>Model</i>	<i>Quantity</i>
<i>Precinct Ballot Tabulator (PBT)</i>		
<i>Central Ballot Tabulator (CBT)</i>		
<i>Ballot Marking Device (BMD)</i>		
<i>BMD Printer</i>		
<i>Ballot on Demand (BOD) Printers</i>		

The Board proposes to use the _____ ballot marking device and its accessible peripherals to meet ADA requirements to allow for accessible voting.

Along with this request, the County Board is submitting the proposed vendor contract to permit the State Board of Elections to review and approve the terms of the vendor's contract.

THE COMPLETION OF THE FORGOING STEPS IS ATTESTED TO AND THE REQUEST FOR APPROVAL OF VOTING SYSTEM REPLACEMENT IS HEREBY MADE BY:

Board Chair:	_____	Date:	_____
Board Secretary:	_____	Date:	_____
Board Member:	_____	Date:	_____
Board Member:	_____	Date:	_____
Board Member:	_____	Date:	_____

<i>State Board of Elections use only</i>		
The proposed voting system replacement <input type="checkbox"/> IS <input type="checkbox"/> IS NOT approved.		
Approved by:	_____	Date:

STEP 5: ADOPTION AND ACQUISITION OF NEW VOTING SYSTEM BY BOARD OF COUNTY COMMISSIONERS

Following SBE approval, the County Board understands that it may then proceed to ask its Board of County Commissioners for the approval and funding to acquire the recommended voting system. The board of county commissioners, with the approval of the county board of elections, may adopt and acquire only a voting system of a type, make, and model certified by the State Board for use in some or all voting places in the county at some or all elections. The board of county commissioners may decline to adopt and acquire any voting system recommended by the county board of elections but may not adopt and acquire any voting system that has not been approved by the county board of elections.



NORTH CAROLINA

STATE BOARD OF ELECTIONS

052025 BGC Meeting
Mailing Address:
P.O. Box 27255
Raleigh, NC 27611

(919) 814-0700 or
(866) 522-4723

Fax: (919) 715-0135

Standards for Simulated Election

Adopted by the State Board of Elections on July 31, 2020

(Amended March 28, 2023)

Authority

G.S. § 163-165.9(a)(3)(b), as amended by Part IV of Session Law 2019-239, authorizes a county board of elections to test new voting equipment “during a simulated election, in accordance with standards established by the State Board.” The simulated election may be conducted in lieu of testing a new voting system during an election in at least one precinct in the county where the voting system would be used if adopted and acquired.

Standards

A county board of elections conducting a simulated election before approving the adoption and acquisition of any voting system shall complete the following procedures:

1. One standard test election shall be coded by precinct with the following additional “administrative polls”: absentee by mail, provisional, election day transfer and at least three one-stop sites. Contests will model actual election contests and include at least the following: federal partisan single-seat contests; state partisan single-seat contests, including unaffiliated candidates and at least one qualified write-in; county partisan single-seat and multi-seat contests; nonpartisan single-seat and multi-seat contests which allow write-ins; and at least one referendum question.
2. If applicable to the voting system being tested, a second sample election will be coded by style with the same criteria listed in paragraph 1.
3. The county board shall use equipment and coding for 10% of all county precincts or 5 precincts, whichever is greater (unless 5 exceeds the maximum number of precincts, in which case, use equipment and coding for the number of actual county precincts). Additionally, the county shall test all administrative polls, including at least one one-stop site per ten precincts up to a maximum of three one-stop sites. A number of ballots necessary to generate a complete nonrepeating test deck, rounded up to the next multiple of ten ballots, shall be printed. The county board will set up all necessary voting equipment, and testing personnel

- shall vote simulated election ballots according to standard ballot marking instructions for the purpose of ensuring that the system is operating properly and has been programmed to count votes accurately.
4. After all simulated voting sites have been opened, voted, and closed, the county board will import results into the election management software, print reports, and compare results against the tabulator results tapes.
 5. The State Board of Elections will provide the county board of elections at least two sites chosen at random for a hand-eye sample audit. With each chosen site, the highest contest on the simulated election ballot and one other contest selected at random will be audited.
 6. County board of elections members and staff may conduct the simulated election. If possible, the county board of elections shall include precinct officials in the simulated election event. The public shall be invited and may observe the simulated election event.
 7. All records, ballots, and related documents for the simulated election shall be retained for 5 years after the testing event and in accordance with the Records Retention and Disposition Schedule for County Boards of Elections as issued by the North Carolina Department of Cultural Resources, specifically item 23, "Voting Machine Lists, Testing Records and Certifications."
 8. If the county board of elections seeks approval from the State Board to replace the current voting system with the system tested in the simulated election, the following documentation shall be provided with the request as evidence of the simulated election:
 - a. Summary election results report(s);
 - b. By precinct election results report(s); and
 - c. Copies, or a link to digital copies, of tabulator results tapes.



WATAUGA COUNTY BOARD OF ELECTIONS

County Courthouse ♦ 842 West King Street Boone, North Carolina 28607

A RESOLUTION TO PRELIMINARILY RECOMMEND TO THE WATAUGA COUNTY BOARD OF COMMISSIONERS THE ADOPTION AND ACQUISITION OF VOTING EQUIPMENT

WHEREAS, the Watauga County Board of Commissioners, with the approval of the Watauga County Board of Elections, may adopt and acquire only a voting system of a type, make, and model certified by the State Board for use in some or all voting places in the county at some or all elections in accordance with G.S. 163-165.8;

WHEREAS, the Watauga County Board of Elections must recommend the adoption and acquisition of any voting system by the Watauga County Board of Commissioners after completing the requirements in G.S. 163-165.9(a);

WHEREAS, the Watauga County Board of Elections must recommend to the Watauga County Board of Commissioners which type of voting system should be acquired by the county, pursuant to G.S. 163-165.9(a)(1);

WHEREAS, the Watauga County Board of Elections has witnessed a demonstration in the county of the type of voting system being recommended, and has also witnessed a demonstration of at least one other type of voting system certified by the State Board of Elections as required by G.S. 163-165.9(a)(2);

WHEREAS, the Watauga County Board of Elections will seek approval from the State Board of Elections prior to replacing any voting system, pursuant to G.S. 163A-165.9(b)(3);

WHEREAS, the Watauga County Board of Elections plans to make a final recommendation to the Watauga County Board of Commissioners on the adoption and acquisition of a voting system at its June 8, 2025 meeting.

THEREFORE, BE IT RESOLVED that the Watauga County Board of Elections hereby preliminarily recommends that the Watauga County Board of Commissioners adopt and acquire the following certified voting equipment pursuant to G.S. 163-165.9(a)(1):

Voting Type: DS300 and Express Vote (Hand marked paper ballots with ballot marking device for ADA compliance)

Vendor: ES&S / PRINTELECT

Number of Units 31 DS300 and 28 Express Votes

Evs 6.3.0.0 Computer Workstation

**Voting System Cost to County: \$313,535.25
(not including shipping)**

Adopted this the 13th day of May 2025.

Michael Behrent, Chair
Watauga County Board of Elections



WATAUGA COUNTY BOARD OF ELECTIONS

County Courthouse ♦ 842 West King Street Boone, North Carolina 28607

A RESOLUTION TO PRELIMINARILY RECOMMEND TO THE WATAUGA COUNTY BOARD OF COMMISSIONERS THE ADOPTION AND ACQUISITION OF VOTING EQUIPMENT

WHEREAS, the Watauga County Board of Commissioners, with the approval of the Watauga County Board of Elections, may adopt and acquire only a voting system of a type, make, and model certified by the State Board for use in some or all voting places in the county at some or all elections in accordance with G.S. 163-165.8;

WHEREAS, the cost to acquire a new voting system is substantial.

WHEREAS, the lifetime of the new voting system is impacted by the care in which it is maintained.

WHEREAS, the average age of our election officials is over seventy years old.

WHEREAS, the volume and weight of the voting systems and supplies has continued to grow over the years.

WHEREAS, ensuring the correct items are delivered to the correct voting sites is critical to operations.

THEREFORE, BE IT RESOLVED that the Watauga County Board of Elections hereby preliminarily recommends that the Watauga County Board of Commissioners adopt and acquire the following voting equipment.

Vendor: PRINTELECT

Number of Units 19 VC EZ CART 3000 @ \$1,875 each

Vendor: CALDWELL COUNTY BOARD OF ELECTIONS

Number of Units 2 VC EZ CART 3000 @ \$1,600 each

**Voting System Cost to County: \$38,825
(not including shipping)**

Adopted this the 13th day of May 2025.

Michael Behrent, Chair
Watauga County Board of Elections



WATAUGA COUNTY BOARD OF ELECTIONS

County Courthouse ♦ 842 West King Street Boone, North Carolina 28607

A RESOLUTION TO PRELIMINARILY RECOMMEND TO THE WATAUGA COUNTY BOARD OF COMMISSIONERS THE ADOPTION AND ACQUISITION OF VOTING EQUIPMENT

WHEREAS, the Watauga County Board of Commissioners, with the approval of the Watauga County Board of Elections, may adopt and acquire only a voting system of a type, make, and model certified by the State Board for use in some or all voting places in the county at some or all elections in accordance with G.S. 163-165.8;

WHEREAS, the Watauga County Board of Elections must recommend the adoption and acquisition of any voting system by the Watauga County Board of Commissioners after completing the requirements in G.S. 163-165.9(a);

WHEREAS, the Watauga County Board of Elections must recommend to the Watauga County Board of Commissioners which type of voting system should be acquired by the county, pursuant to G.S. 163-165.9(a)(1);

WHEREAS, the Watauga County Board of Elections has witnessed a demonstration in the county of the type of voting system being recommended, and has also witnessed a demonstration of at least one other type of voting system certified by the State Board of Elections as required by G.S. 163-165.9(a)(2);

WHEREAS, the Watauga County Board of Elections will seek approval from the State Board of Elections prior to replacing any voting system, pursuant to G.S. 163A-165.9(b)(3);

WHEREAS, the Watauga County Board of Elections plans to make a final recommendation to the Watauga County Board of Commissioners on the adoption and acquisition of a voting system at its June 8, 2025 meeting.

THEREFORE, BE IT RESOLVED that the Watauga County Board of Elections hereby preliminarily recommends that the Watauga County Board of Commissioners adopt and acquire the following certified voting equipment pursuant to G.S. 163-165.9(a)(1):

Voting Type: Balotar Ballot on Demand (Hand marked paper ballots with ballot marking device for ADA compliance)

Vendor: ES&S / PRINTELECT

Number of Units 12 Balotars

Voting System Cost to County: \$71,570

(not including shipping)

Adopted this the 13th day of May 2025.

Michael Behrent, Chair
Watauga County Board of Elections

AGENDA ITEM 9:

TAX MATTERS

A. Monthly Collections Reports

MANAGER'S COMMENTS:

Mr. Tyler Rash, Tax Administrator, will present the Monthly Collections Reports from March and April 2025 and be available for questions and discussion.

The report is for information only; therefore, no action is required.

Monthly Collections Report**Watauga County**

Bank deposits of the following amounts have been made and credited to the account of Watauga County. The reported totals do not include small shortages and overages reported to the Watauga County Finance Officer

Monthly Report March 2025

	<u>Current Month</u> <u>Collections</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
<u>General County</u>				
Taxes 2024	576,209.84	43,352,195.21	97.56%	97.79%
Prior Year Taxes	60,847.26	450,892.07		
Solid Waste User Fees	50,653.31	3,330,841.89	96.45%	96.35%
 Total County Funds	 \$687,710.41	 \$47,133,929.17		
<u>Fire Districts</u>				
Foscoe Fire	8,659.88	688,086.31	98.10%	98.17%
Boone Fire	19,741.91	1,323,650.97	97.49%	97.51%
Fall Creek Service Dist.	298.14	13,672.14	96.01%	95.27%
Beaver Dam Fire	1,961.23	137,149.03	95.23%	94.67%
Stewart Simmons Fire	9,576.77	444,515.40	98.80%	98.05%
Zionville Fire	4,002.23	154,279.81	95.56%	95.85%
Cove Creek Fire	6,596.00	350,845.66	96.89%	96.52%
Shawneehaw Fire	2,507.99	163,353.70	97.63%	97.25%
Meat Camp Fire	6,113.42	314,411.45	95.36%	95.16%
Deep Gap Fire	3,070.87	272,760.38	95.18%	97.11%
Todd Fire	507.29	76,299.17	97.11%	95.86%
Blowing Rock Fire	8,342.90	707,420.86	97.48%	98.44%
M.C. Creston Fire	67.77	7,030.66	90.73%	92.19%
Foscoe Service District	2,510.61	108,615.58	97.81%	98.50%
Beech Mtn. Service Dist.	14.96	2,769.61	99.39%	99.39%
Cove Creek Service Dist.	0.00	65.65	19.50%	100.00%
Shawneehaw Service Dist	149.03	8,218.55	95.67%	96.12%
 Total Fire Districts	 74,121.00	 4,773,144.93		
<u>Towns</u>				
Boone	82,026.18	9,188,588.55	98.76%	98.80%
Municipal Services	1,780.13	284,399.81	98.75%	97.84%
 Total Town Taxes	 \$83,806.31	 \$9,472,988.36		
 Total Amount Collected	 \$845,637.72	 \$61,380,062.46		



Tax Collections Director



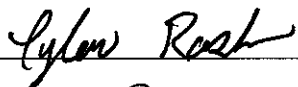
Tax Administrator

Monthly Collections Report**Watauga County**

Bank deposits of the following amounts have been made and credited to the account of Watauga County. The reported totals do not include small shortages and overages reported to the Watauga County Finance Officer

Monthly Report April 2025

	<u>Current Month</u> <u>Collections</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
<u>General County</u>				
Taxes 2024	256,897.27	43,609,092.48	98.11%	98.41%
Prior Year Taxes	68,143.98	519,036.05		
Solid Waste User Fees	19,741.40	3,350,583.29	97.00%	97.03%
 Total County Funds	 \$344,782.65	 \$47,478,711.82		
<u>Fire Districts</u>				
Foscoe Fire	2,894.29	690,980.60	98.50%	98.70%
Boone Fire	9,508.62	1,333,159.59	98.16%	98.08%
Fall Creek Service Dist.	84.09	13,756.23	96.58%	95.42%
Beaver Dam Fire	967.09	138,116.12	95.88%	95.50%
Stewart Simmons Fire	954.68	445,470.08	99.00%	99.10%
Zionville Fire	1,426.06	155,705.87	96.41%	96.69%
Cove Creek Fire	2,365.03	353,210.69	97.51%	97.09%
Shawneechaw Fire	1,267.08	164,620.78	98.36%	97.36%
Meat Camp Fire	2,255.42	316,666.87	96.01%	95.71%
Deep Gap Fire	1,221.69	273,982.07	95.59%	97.60%
Todd Fire	915.67	77,214.84	98.23%	97.31%
Blowing Rock Fire	4,622.44	712,043.30	98.09%	98.92%
M.C. Creston Fire	42.45	7,073.11	91.24%	92.48%
Foscoe Service District	672.05	109,287.63	98.39%	98.84%
Beech Mtn. Service Dist.	1.30	2,770.91	99.44%	99.52%
Cove Creek Service Dist.	280.49	346.14	99.40%	100.00%
Shawneechaw Service Dist	47.56	8,266.11	96.18%	97.86%
 Total Fire Districts	 29,526.01	 4,802,670.94		
<u>Towns</u>				
Boone	18,506.71	9,207,095.26	98.95%	99.26%
Municipal Services	1,146.03	285,545.84	99.13%	98.41%
 Total Town Taxes	 \$19,652.74	 \$9,492,641.10		
 Total Amount Collected	 \$393,961.40	 \$61,774,023.86		

 Tax Collections Director

 Tax Administrator

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AGENDA ITEM 9:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

Mr. Rash will present the Refunds and Releases Reports. Board action is required to accept the Refunds and Releases Reports.

RELEASES - 03/01/2025 TO 03/31/2025

OWNER NAME AND ADDRESS		CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1860753	ASAP, INC. PO BOX 24770 NASHVILLE, TN 37202	PP 2024 4560 REFUND RELEASE CLOSED	1539	03/10/2025	C02	12120	0 C02 G01	.62 .51 ----- 1.13
1606067	BOONE INDUSTRIES INC PO BOX 424 BOONE, NC 28607	PP 2022 606067999 REFUND RELEASE CLOSED	3297	03/19/2025	F09	12124	0 G01 F09 G01L F09L	28.24 4.44 2.82 .44 35.94
1606067	BOONE INDUSTRIES INC PO BOX 424 BOONE, NC 28607	PP 2023 606067999 REFUND RELEASE CLOSED	3065	03/19/2025	F09	12125	0 G01 F09 G01L F09L	28.24 4.44 2.82 .44 35.94
1640333	COLE INDUSTRIES WATAUGA INC DBA/BOONE INDUSTRIES PO BOX 424 BOONE, NC 28607	PP 2022 640333999 REFUND RELEASE CLOSED	3582	03/19/2025	F09	12127	0 G01 F09	77.15 12.13 ----- 89.28
1640333	COLE INDUSTRIES WATAUGA INC DBA/BOONE INDUSTRIES PO BOX 424 BOONE, NC 28607	PP 2023 640333999 REFUND RELEASE CLOSED	3329	03/19/2025	F09	12126	0 G01 F09 G01L F09L	82.62 12.99 8.26 1.30 ----- 105.17
1640333	COLE INDUSTRIES WATAUGA INC DBA/BOONE INDUSTRIES PO BOX 424 BOONE, NC 28607	PP 2024 640333999 REFUND RELEASE CLOSED	3285	03/19/2025	F09	12128	0 G01 F09 G01L F09L	82.62 12.99 8.26 1.30 ----- 105.17
1822519	GENTRY & LAUREN TAYLOR 9420 GINHOUSE LANE CHARLOTTE, NC 28277	PP 2024 3785 REFUND RELEASE DOUBLE BILLED	1164	03/03/2025	F01	12118	0 F01 G01 F01L G01L	6.18 39.27 .62 3.93 50.00

RELEASES - 03/01/2025 TO 03/31/2025

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL EFF DATE JUR	REF NO	VALUE CHARGE	AMOUNT
1589338 GREER, MILDRED (LIFE ESTATE) HICKS, TOMMY C/O LINDA HICKS 929 RAINBOW TRL BOONE, NC 28607	RE 2024 19955 1984-91-0792-000 TAX ADJUSTMENTS From CAMA Integration	F06	2019955	0 F06 G01 SWF	.00 .00 .00 ----- .00
1858418 HEDRICK, JEFFREY M. PO BOX 465 BOONE, NC 28607	RE 2024 14739 03/07/2025 1960-97-0417-000 TAX ADJUSTMENTS HOUSE REMOVED FROM PROPERTY IN	F08	12119 2023	29,700 F08 G01 SWF	14.85 94.44 102.87 ----- 212.16
1506862 HICKS, LINDA G 929 RAINBOW TRL BOONE, NC 28607	RE 2024 40500 2911-25-0853-000 TAX ADJUSTMENTS From CAMA Integration	F02	2040500	0 F02 G01 SWF	.00 .00 .00 ----- .00
1101120 MAINS, SEBRINA MAINS, C/O ALYSON BLAIR 3823 SEDGEFIELD DRIVE CONOVER, NC 28613	PP 2024 2149 03/17/2025 389277900 TAX RELEASES sold property 2023	F06	12121	0 G01 F06 G01L F06L	4.77 .75 .48 .08 ----- 6.08
1737330 PETTIGREW, GEORGE PETTIGREW, LINDA 3032 AUDREY DRIVE GASTONIA, NC 28054	PP 2024 215 03/24/2025 937 TAX RELEASES CAMPER TAGGED IN GASTON COUNTY	F07	12129 10/23	0 F07 G01 SWF	5.82 37.02 102.87 ----- 145.71
1794548 RUIZ, LETICIA 160 CRANBERRY CREEK ZIONVILLE, NC 28698	PP 2023 946 03/18/2025 3048 TAX RELEASES MH BILLED UNDER AND PAID UNDER	F06	12123 ACCT	5,000 F06 G01 SWF F06L G01L	2.50 15.90 102.87 .25 1.59 ----- 123.11
1794548 RUIZ, LETICIA 160 CRANBERRY CREEK ZIONVILLE, NC 28698	PP 2024 894 03/18/2025 3048 TAX RELEASES MH BILLED UNDER AND PAID UNDER	F06	12122 1811160	4,850 F06 G01 SWF F06L G01L	2.42 15.43 102.87 .25 1.55 ----- 122.52
DETAIL SUMMARY	COUNT: 14	RELEASES - TOTAL	39,550		1,032.21

RELEASES - 03/01/2025 TO 03/31/2025

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT
2022	PP	F09 MEAT CAMP FIRE PP	16.57
2022	PP	F09L MEAT CAMP FIRE LATE LIST	.44
2022	PP	G01 WATAUGA COUNTY PP	105.39
2022	PP	G01L WATAUGA COUNTY LATE LIST	2.82
2022 TOTAL			125.22
2023	PP	F06 ZIONVILLE FIRE PP	2.50
2023	PP	F06L ZIONVILLE FIRE LATE LIST	.25
2023	PP	F09 MEAT CAMP FIRE PP	17.43
2023	PP	F09L MEAT CAMP FIRE LATE LIST	1.74
2023	PP	G01 WATAUGA COUNTY PP	126.76
2023	PP	G01L WATAUGA COUNTY LATE LIST	12.67
2023	PP	SWF SANITATION USER FEE	102.87
2023 TOTAL			264.22
2024	RE	F02 BOONE FIRE RE	.00
2024	RE	F06 ZIONVILLE FIRE RE	.00
2024	RE	F08 SHAWNEEHAW FIRE RE	14.85
2024	RE	G01 WATAUGA COUNTY RE	94.44
2024	RE	SWF SANITATION USER FEE	102.87
2024	PP	C02 BOONE PP	.62
2024	PP	F01 FOSCOE FIRE PP	6.18
2024	PP	F01L FOSCOE FIRE LATE LIST	.62
2024	PP	F06 ZIONVILLE FIRE PP	3.17
2024	PP	F06L ZIONVILLE FIRE LATE LIST	.33
2024	PP	F07 COVE CREEK FIRE PP	5.82
2024	PP	F09 MEAT CAMP FIRE PP	12.99
2024	PP	F09L MEAT CAMP FIRE LATE LIST	1.30
2024	PP	G01 WATAUGA COUNTY PP	179.62
2024	PP	G01L WATAUGA COUNTY LATE LIST	14.22
2024	PP	SWF SANITATION USER FEE	205.74
2024 TOTAL			642.77
SUMMARY TOTAL			1,032.21

RELEASES - 03/01/2025 TO 03/31/2025

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
C02	2024	C02 BOONE PP	.62
C02	2024	G01 WATAUGA COUNTY PP	.51
		C02 TOTAL	1.13
F01	2024	F01 FOSCOE FIRE PP	6.18
F01	2024	F01L FOSCOE FIRE LATE LIST	.62
F01	2024	G01 WATAUGA COUNTY PP	39.27
F01	2024	G01L WATAUGA COUNTY LATE LIST	3.93
		F01 TOTAL	50.00
F02	2024	F02 BOONE FIRE RE	.00
F02	2024	G01 WATAUGA COUNTY RE	.00
F02	2024	SWF SANITATION USER FEE	.00
		F02 TOTAL	.00
F06	2023	F06 ZIONVILLE FIRE PP	2.50
F06	2023	F06L ZIONVILLE FIRE LATE LIST	.25
F06	2023	G01 WATAUGA COUNTY PP	15.90
F06	2023	G01L WATAUGA COUNTY LATE LIST	1.59
F06	2023	SWF SANITATION USER FEE	102.87
F06	2024	F06 ZIONVILLE FIRE RE	3.17
F06	2024	F06L ZIONVILLE FIRE LATE LIST	.33
F06	2024	G01 WATAUGA COUNTY RE	20.20
F06	2024	G01L WATAUGA COUNTY LATE LIST	2.03
F06	2024	SWF SANITATION USER FEE	102.87
		F06 TOTAL	251.71
F07	2024	F07 COVE CREEK FIRE PP	5.82
F07	2024	G01 WATAUGA COUNTY PP	37.02
F07	2024	SWF SANITATION USER FEE	102.87
		F07 TOTAL	145.71
F08	2024	F08 SHAWNEEHAW FIRE RE	14.85
F08	2024	G01 WATAUGA COUNTY RE	94.44
F08	2024	SWF SANITATION USER FEE	102.87
		F08 TOTAL	212.16
F09	2022	F09 MEAT CAMP FIRE PP	16.57
F09	2022	F09L MEAT CAMP FIRE LATE LIST	.44
F09	2022	G01 WATAUGA COUNTY PP	105.39
F09	2022	G01L WATAUGA COUNTY LATE LIST	2.82
F09	2023	F09 MEAT CAMP FIRE PP	17.43
F09	2023	F09L MEAT CAMP FIRE LATE LIST	1.74
F09	2023	G01 WATAUGA COUNTY PP	110.86
F09	2023	G01L WATAUGA COUNTY LATE LIST	11.08
F09	2024	F09 MEAT CAMP FIRE PP	12.99
F09	2024	F09L MEAT CAMP FIRE LATE LIST	1.30
F09	2024	G01 WATAUGA COUNTY PP	82.62
F09	2024	G01L WATAUGA COUNTY LATE LIST	8.26

RELEASES - 03/01/2025 TO 03/31/2025

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
		F09 TOTAL	371.50
		SUMMARY TOTAL	1,032.21

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

- A. Proposed Amendment to Loan Agreement with the North Carolina Department of State
Treasurer*

MANAGER'S COMMENTS:

As part of the Cashflow Loan Agreement the Board passed at the previous meeting, approval of the enclosed amendment is required. The amendment permits the County to receive expedited public assistance from FEMA (the County received \$3.3 million in expedited funding for Right-of-Way debris removal) without triggering an obligation to repay the equivalent amount of loan proceeds immediately. The Cashflow Loan amount was \$895,477.60 and is interest free.

Board action is required to adopt the amendment as presented.

This Amendment has been pre-audited as required
by the Local Government Budget and Fiscal Control Act

Finance Officer

AMENDMENT
to
Loan Agreement between the State of North Carolina
(by and through the North Carolina Department of State Treasurer)
and the County of Watauga, North Carolina

This amendment (“Amendment”) to the above-identified agreement is hereby made and entered into by the State of North Carolina, by and through the North Carolina Department of State Treasurer (“NCDST”), and the County of Watauga, North Carolina (“Recipient”), as of the effective date established hereinbelow.

RECITALS

- A. Effective May 20, 2025, NCDST and Recipient entered the above-identified agreement to establish terms and conditions governing NCDST’s disbursement of loan proceeds to Recipient pursuant to the Hurricane Helene Cash Flow Loan Program created by the North Carolina General Assembly under the Disaster Recovery Act of 2024 – Part II (the “Loan Agreement”).
- B. Recipient has requested, and NCDST has agreed, to amend to the Loan Agreement to permit Recipient to receive expedited or “up front” public assistance funding from FEMA (hereinafter referred to as “FEMA Public Assistance Expedited Project Funding”) without triggering an obligation to repay the equivalent amount of loan proceeds to NCDST immediately following Recipient’s receipt of such funding.
- C. Pursuant to Section 10. of the Loan Agreement, the amendment requested by Recipient must be reduced to writing and executed by both Parties.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties do hereby agree as follows:

1. Modifications to Loan Agreement.

- (a) Subsection e. to section 3. of the Loan Agreement is hereby amended by inserting the underlined text appearing below:

e.

- (i) Notwithstanding the Repayment Terms as stated on Page 1 of this Agreement, if RECIPIENT receives funding support from the federal government as reimbursement for expenditures covered under the FEMA Public Assistance Worksheets used as the basis for this Agreement, then RECIPIENT shall repay NCDST the equivalent amount of loan proceeds within five (5) business days of receipt of the federal funding support.
- (ii) For the avoidance of doubt, the repayment obligation set forth in subdivision (i) above shall not apply to any FEMA Public Assistance Expedited Project Funding received by RECIPIENT, provided RECIPIENT supplies NCDST with documentation verifying that RECIPIENT has been approved for such funding, including the amount thereof, as soon as reasonably

practicable following the effective date of this provision. Any portion of loan proceeds provided to RECIPIENT for disaster response activities that are covered by FEMA Public Assistance Expedited Project Funding shall be repaid in accordance with the Repayment Terms set forth on Page 1 of this Agreement, unless earlier repaid by mutual agreement of the Parties, or by operation of applicable law.

(b) Section 3., subsection g., subdivision (iii) of the Loan Agreement is hereby amended by inserting the underlined text and deleting the stricken text appearing below:

(iii) If RECIPIENT obtains alternative funds pursuant to subdivision (ii) of this subsection g., then RECIPIENT shall promptly remit such funds to NCDST in accordance with the provisions of 3.e. above. Notwithstanding the preceding sentence, RECIPIENT shall not be required to repay to NCDST any amount in excess over the amount of loan proceeds provided under this Agreement.

2. Effect of Amendment.

- (a) Except as expressly provided herein, all terms, conditions and provisions of the Loan Agreement shall remain in full force and effect and are hereby ratified and confirmed by RECIPIENT.
- (b) This Amendment is not intended to modify any term, condition or provision contained in any of the loan documents associated with RECIPIENT's Loan Agreement (the "Associated Loan Documents"). All terms, conditions and provisions of the Associated Loan Documents shall remain in full force and effect, modified only to the extent necessary to accomplish the purposes of this Amendment.
- (c) On and after the effective date hereof, unless the context clearly requires otherwise, any reference to the Loan Agreement contained in the Associated Loan Documents or in the Loan Agreement itself shall be interpreted as a reference to the Loan Agreement as amended by this Amendment.

3. Effective Date. The provisions of this Amendment shall become effective upon the date on which NCDST has received the following:

- (a) This Amendment, duly executed and delivered by Recipient and NCDST; and
- (b) A certified copy of a resolution authorizing execution of this Amendment substantially in the form of Exhibit A, duly executed and delivered by RECIPIENT.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Amendment may be delivered by facsimile or in Portable Document Format (PDF) sent by electronic mail, with such delivery having the same effect as delivery of an original counterpart. Signatures provided by facsimile transmission, in PDF sent by electronic mail, or by electronic signature such as DocuSign, shall be deemed to be original signatures.

[This space intentionally blank—signature page to follow.]

IN WITNESS WHEREOF, each of the Parties hereto has caused its duly authorized representative, as applicable, to execute this Amendment Number One as of the dates written below.

North Carolina Department of State Treasurer

County of Watauga, North Carolina

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

EXHIBIT A

**RESOLUTION TO APPROVE AMENDMENT TO LOAN AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA
(BY AND THROUGH THE NORTH CAROLINA DEPARTMENT OF STATE TREASURER) AND THE COUNTY OF
WATAUGA, NORTH CAROLINA**

WITNESSETH:

WHEREAS, the County of Watauga, North Carolina previously approved and entered into a loan agreement (“Loan Agreement”) and promissory note with the State of North Carolina, by and through the North Carolina Department of State Treasurer (“NCDST”), in connection with the Hurricane Helene Cash Flow Loan Program created by the North Carolina General Assembly under the Disaster Recovery Act of 2024 – Part II (Session Law 2024-53, as amended by Session Law 2024-57); and

WHEREAS, County of Watauga, North Carolina has requested, and NCDST has agreed, to amend the Loan Agreement to permit County of Watauga, North Carolina to receive FEMA Public Assistance Expedited Project Funding without triggering an obligation to repay the equivalent amount of loan proceeds to NCDST immediately following County of Watauga, North Carolina receipt of such funding (“Amendment to Loan Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY County of Watauga, North Carolina]:

1. That the Amendment to Loan Agreement presented by the North Carolina Department of State Treasurer is hereby approved.
2. That the Watauga Board of County Commissioners’ Chairman is authorized to execute the attached Amendment to Loan Agreement (or one substantially equivalent thereto) and to take such other actions as necessary to secure disaster recovery loan funding from the State of North Carolina.

Adopted, this the _____ day of _____, _____

Watauga Board of County Commissioners’ Chairman

By: _____
Braxton Eggers
Chairman

ATTEST:

Anita Fogle
Clerk

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AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Valle Crucis Elementary School Change Order

MANAGER'S COMMENTS:

Staff will request the Board approve a Change Order 6 for the Valle Crucis Elementary School in the amount of \$8,608.70. The Change Order is detailed in the enclosed information. The project still has a negative Change Order balance.

Board approval is required to accept Change Order 6 in the amount of \$8,608.70



May 13, 2025

Watauga County Manager
814 West King Street
Suite 205
Boone, NC 28607

Attn: Mr. Deron Geouque
County Manager

RE: VALLE CRUCIS ELEMENTARY SCHOOL

Dear Deron,

The following is a summary of Change Order 06 from H&M Constructors for Valle Crucis School. The H&M provided backup was forwarded in multiple packages via email.

COR #34:	\$3,055.87	Revision 11; added fixtures miscellaneous electrical
COR #36:	\$18,057.22	Revision 12 electrical items
COR #87:	(-\$8330.00)	Credit for redesign of boardwalk
COR #94:	\$2,280.94	Change NB fitting to anti vortex on sprinkler tank
COR #102:	(-\$3,808.31)	Credit for 8 downspout boots
COR #103:	\$2,813.12	Additional 2 volleyball sleeves per VC request
COR #120:	\$429.59	Added sprinkler head to soffit outside kitchen in Corridor
COR #124:	(-26,669.57)	Removed fry reglet and replaced wood base with rubber
COR #132:	\$991.95	Switched SK-2 faucet per RFI 439 to pull out faucet
COR #134:	\$1712.51	Lab sink mixing valve
COR #136:	\$857.98	Added translucent film to window 240F at Restroom

We continue to appreciate the opportunity to work with Watauga County and look forward to the successful completion of the project. Should you have any questions, please do not hesitate to contact us.

Sincerely,

CLARK NEXSEN

Eve Szentesi, AIA, LEED AP BD+C



301 College Street, Suite 300
Asheville, NC 28801
P: 828.232.0608 | F: 828.232.1606
clarknexsen.com

CLARK NEXSEN
A Division of Johnson, Mirmiran, & Thompson, Inc.



Document G701 – 2017

Change Order

PROJECT: *(Name and address)*
Valle Crucis Elementary School
Sugar Grove, NC

CONTRACT INFORMATION:
Contract For: General Construction

CHANGE ORDER INFORMATION:
Change Order Number: 006

Date: 2/14/2023

Date: 5/5/2025

OWNER: *(Name and address)*
Watauga County
814 W. King Street
Boone, NC 28607

ARCHITECT: *(Name and address)*
Clark Nexsen
301 College Street
Suite 300
Asheville, NC 28801

CONTRACTOR: *(Name and address)*
H&M Constructors, a Division of MB
Haynes Corporation
187 Deaverview Road
Asheville, NC 28806

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COR #34: \$3,055.87
COR #36: \$18,057.22
COR #87: -(\$8,330.00)
COR #94: \$2,280.94
COR #102: -(\$3,808.31)
COR #103: \$2,813.12
COR #120: \$429.59
COR #124: -(\$26,669.57)
COR #132: \$991.95
COR #134: \$1,712.51
COR #136: \$857.98

The original Contract Sum was	\$	47,874,600.00
The net change by previously authorized Change Orders	\$	-246,111.29
The Contract Sum prior to this Change Order was	\$	47,628,488.71
The Contract Sum will be decreased by this Change Order in the amount of	\$	8,608.70
The new Contract Sum including this Change Order will be	\$	47,619,880.01

The Contract Time will be unchanged by () days.
The new date of Substantial Completion will be December 22, 2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Clark Nexsen, Inc.

ARCHITECT *(Firm name)*

H&M Constructors

CONTRACTOR *(Firm name)*

Watauga County

OWNER *(Firm name)*

Eve Szentesi
SIGNATURE

Eve Szentesi, AIA, LEED AP BD+C

Senior Architect

PRINTED NAME AND TITLE

5/6/25

DATE

Greg Borden
SIGNATURE

GREG BORDEN SENIOR V.P.

PRINTED NAME AND TITLE

5-12-25

DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE



Change Order Proposal

Project: Valle Crucis School

COR #: 34

Date: 7.30.24

Description of Change: Revision 11; added fixtures misc electrical

H&M Material:

1. Total Cost of Materials (Attach Backup)		0.00	Subtotals
2. Sales Tax	7.25%	0.00	
3. Overhead & Profit	10%	0.00	
			0.00

H&M Labor:

4. Total Man Hour Cost (Attach Backup)		0.00	
5. Labor Burden (Enter Percentage)	41%	0.00	
6. Overhead & Profit	15%	0.00	
			0.00

H&M Equipment Rental:

7. Equipment / Equipment Rental (Attach Backup)		0.00	
8. Overhead & Profit	15%	0.00	
			0.00

H&M Unit Prices:

9. Unit Price (If Applicable)		0.00	0.00
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H&M Subcontractors:

10. Subcontractor (Attach Subcontractor Backup)		2,723.59	
11. Overhead & Profit (On Subcontractors)	10%	272.36	
			2,995.95

Grand Subtotal = 2,995.95

13. P&P Bonds (On Grand Subtotal)	2%	59.92	
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Total of Proposal = 3,055.87

Time Extension Request:

0 Days

Schedule Activity # Affected

Does this effect the critical path?

No

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Eric Jones / VP _____

Date: _____

Owner/Architect _____

Date: _____

Subcontractor Name**Change Order Proposal**

Project: Valle Crucis School

COR #: **REV 11 Drwgs**Date: **7/24/2023****Description of Change: Revision 11 Drwgs - Added Fixtures-Misc Electrical****Material:**

1. Total Cost of Materials (Attach Backup)		<u>\$1,405.17</u>	Subtotals
2. Sales Tax	6.75%	<u>\$94.85</u>	
3. Overhead & Profit	10%	<u>\$150.00</u>	
			\$1,650.02

Labor:

4. Total Man Hour Cost (Attach Backup)		<u>\$686.98</u>	
5. Labor Burden (35% is Allowed)	35%	<u>\$240.44</u>	
6. Overhead & Profit	10%	<u>\$92.74</u>	
			\$1,020.17

Equipment Rental:

7. Equipment / Equipment Rental (Attach Backup)		<u>\$0.00</u>	
8. Overhead & Profit	10%	<u>\$0.00</u>	
			\$0.00

Unit Prices:

9. Unit Price (If Applicable)		<u>\$0.00</u>	\$0.00
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Subcontractors:

10. Subcontractor (Attach Subcontractor Backup)		<u>\$0.00</u>	
11. Overhead & Profit (On Subcontractors)	10%	<u>\$0.00</u>	
			\$0.00

Grand Subtotal = \$2,670.19

13. Bond If Required (On Grand Subtotal)	2%	<u>\$53.40</u>	
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Total of Proposal = \$2,723.59

Time Extension Request:

Days

Schedule Activity # Affected

0

Does this effect the critical path?

No

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Subcontractor Lake Electric Co IncDate: 7/24/2023

97

Job ID: S062323-2

Project: Valle Crucis co rev 11



Takeoff

Vendor:

Phase: FIXTURES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0.00				EL101				
	0.00				CHG DB TO DB2 - 5 FIXTURES				
	0.00				CHG DJ TO DJ3 - 8 FIXTURES				
	0.00				ADD 1 - DB				
TITLE	1.00	EA	M	#12	INCAND CEILING RND HI-HAT/GYP/M-STD	0.0000	0.00	0.0000	0.00
120359	1.00	EA	M	150 W	RND HI-HAT PRE WIRE 1-INCAND	0.0000	0.00	0.0000	0.00
160860	4.00	EA	M	#10 x 1"	TEK SCREW	0.0291	0.12	0.0360	0.14
100096	1.00	EA	M	#12	PIGTAIL W/GRD SCREW	0.3706	0.37	0.0800	0.08
100108	1.00	EA	M	18-12	PSH-IN 2-WIRE CONN	0.2031	0.20	0.0439	0.04
100110	3.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.2326	0.70	0.0659	0.20
10047	15.00	FT	M	3/4	EMT	1.2084	18.13	0.0698	1.05
161169	2.00	EA	M	3/4	EMT 1-HOLE STEEL STRAP	1.0805	2.16	0.0600	0.12
160860	2.00	EA	M	#10 x 1"	TEK SCREW	0.0291	0.06	0.0360	0.07
30292	2.00	EA	M	3/4	EMT STEEL-COMP COUPLING	0.7280	1.46	0.4185	0.84
30372	2.00	EA	M	3/4	EMT STEEL COMP CONNECTOR	3.2648	6.53	0.2100	0.42
70033	50.00	FT	M	12	THHN/THWN CU (STR)	0.2247	11.23	0.0072	0.36
	0.00				EL102				
	0.00				CHG DG TO DG4 -4 FIXTURES				
	0.00								
	0.00				EL601 - FIXTURES SCHEDULE ADD TYPES				
	0.00				DB2 DG2 DG3 DJ2				
	0.00								
	0.00				EL103				
	0.00				CHG DJ TO DJ2 - 13 FIXTURES				
	0.00								
	0.00				EP502				
	0.00				REMOVE GEN PAD DETAIL				

Lake Electric Co. Inc.

4362 Providence Mill Road
 PO Box 642 Denver, NC 28037
 Maiden, NC 28650

Phone: 828-970-6200
 Web:

Takeoff Report: Valle Crucis co rev 11

Phase: FIXTURES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0.00								
	0.00								
	0.00				EP601				
	0.00				AMP CHANGE - NC				
	0.00								
	0.00				EP602				
	0.00				MADE SPARE BREAKER				
	0.00								
	0.00				EP603				
	0.00				CHG AMP - NC				
	0.00								
180805	1.00	EA	M	20/1	DLNA7 ADD BREAKER				
	0.00				GFCI BOLT-ON BREAKER	198.4168	198.42	0.5100	0.51
	0.00								
	0.00				EP606 NC??				
	0.00								
	0.00				EP701				
	0.00				REMOVE PAD NOTE - ADD STEEL FRAME				
	0.00				ADD NOTE 20 - GND STEEL PLATE FORM				
TITLE	15.00	EA	M		5#6	0.0000	0.00	0.0000	0.00
70036	75.00	FT	M	6.	THHN/THWN CU (STR)	0.9723	72.92	0.0165	1.24
100003	6.00	EA	M	6.	AL/CU CRIMP LUG 1-HOLE	16.3014	97.81	0.4500	2.70
	0.00								
	0.00				ET101				
	0.00				RELOCATED DATA - NC				
	0.00								
	0.00				ET102				
	0.00				ADD NOTE 31 DATA				
TITLE	1.00	EA	M	1" EMT/P-STRING	2G STUB/4"sq /WD-STD	0.0000	0.00	0.0000	0.00
150042	1.00	EA	M	2-1/8"D 30.3-CI	4"SQ 1" - KO NO BRKT	4.5017	4.50	0.4000	0.40
150069	1.00	EA	M	5/8"RISE 7.5-CI	2G 4"SQ PLASTER-RING	2.1247	2.12	0.2500	0.25
160860	2.00	EA	M	#10 x 1"	TEK SCREW	0.0291	0.06	0.0360	0.07
10048	50.00	FT	M	1	EMT	1.9271	96.36	0.0763	3.81
30293	5.00	EA	M	1	EMT STEEL-COMP COUPLING	1.1180	5.59	0.5580	2.79
161200	10.00	EA	M	1	NAIL STRAPS	0.7074	7.07	0.0450	0.45
30373	2.00	EA	M	1	EMT STEEL COMP CONNECTOR	0.9750	1.95	0.2400	0.48
30196	2.00	EA	M	1	PLASTIC BUSHING	0.3245	0.65	0.2700	0.54

Lake Electric Co. Inc.

4362 Providence Mill Road
 PO Box 642 Denver, NC 28037
 Maiden, NC 28650

Phone: 828-970-6200
 Web:

Takeoff Report: Valle Crucis co rev 11

Phase: FIXTURES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
500106	60.00	FT	M		PULL LINE (STRING)	0.0427	2.56	0.0036	0.22
	0.00				ADD NOTE W DATA - 2 - NC				
	0.00								
	0.00				ADD NOTE 32 PHONE ELEV - 1				
	1.00	EA	M	1" EMT/P-STRING	2G STUB/4"sq /WD-STD	0.0000	0.00	0.0000	0.00
150042	1.00	EA	M	2-1/8"D 30.3-CI	4"SQ 1" - KO NO BRKT	4.5017	4.50	0.4000	0.40
150069	1.00	EA	M	5/8"RISE 7.5-CI	2G 4"SQ PLASTER-RING	2.1247	2.12	0.2500	0.25
160860	2.00	EA	M	#10 x 1"	TEK SCREW	0.0291	0.06	0.0360	0.07
10048	50.00	FT	M	1	EMT	1.9271	96.36	0.0763	3.81
30293	5.00	EA	M	1	EMT STEEL-COMP COUPLING	1.1180	5.59	0.5580	2.79
161200	10.00	EA	M	1	NAIL STRAPS	0.7074	7.07	0.0450	0.45
30373	2.00	EA	M	1	EMT STEEL COMP CONNECTOR	0.9750	1.95	0.2400	0.48
30196	2.00	EA	M	1	PLASTIC BUSHING	0.3245	0.65	0.2700	0.54
500106	60.00	FT	M		PULL LINE (STRING)	0.0427	2.56	0.0036	0.22
	0.00				ET103				
	0.00				ADD NOTE W TO PHONE - NC				
	0.00								
	0.00				ET104				
	0.00				ADD NOTE W TO PHONE - NC				
	0.00								
	0.00				ET105				
	0.00				ADD NOTE W TO PHONE - NC				
	0.00								
Phase Totals:						651.83		27.74	
Job Totals:						651.83		27.74	

Lake Electric Co. Inc.

4362 Providence Mill Road
 PO Box 642 Denver, NC 28037
 Maiden, NC 28650

Phone: 828-970-6200
Web:

MAYER

Rexel USA, Inc. d/b/a Mayer

052025 BCC Meeting

704-529-0529

4201 Taggart Creek Road Suite Charlotte NC 28208

Br #:

Fax: 704-529-0255

Quotation # 1839494

February 14, 2024

"Purchaser"

Date:

To: LAKE ELECTRIC CO. INC.
PO BOX 642
DENVER, NC 28037

Ship To: LAKE ELECTRIC
VALLE CRUCIS

Project Name:

Customer Contact: BRENDA SIGMON

Job: VALLE CRUCIS ADD

Mayer Contact: Brawley, Craig

Internet: www.mayerelectric.com

QUOTATION VOID AFTER DATE: February 21, 2024

PIPE AND WIRE QUOTE VOID AFTER: February 15, 2024

Line	Quantity	Item Number	Description	Type	Price	Per	Total
1	5	DELETE TYPE DB			80.0000-	EA	400.00-
2	5	ADD TYPE DB2			80.0000	EA	400.00
3	4	DELETE TYPE DG			180.0000-	EA	720.00-
4	4	ADD TYPE DG2			180.0000	EA	720.00
5	21	DELETE TYPE DJ			80.0000-	EA	1,680.00-
6	21	ADD TYP DJ2			80.0000	EA	1,680.00
7	2 3	ADD TYPE DG3			336.6700	EA	673.341,010.01
8	1	ADD TYPE DB			80.0000	EA	80.00

Freight Terms: FOB Shipping Point

Quotation Total:

1,090.01

Freight Terms:

Prepaid & Allowed: N

Prepaid & Charged: N

Spare Parts Included: N

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing by and authorized representative of Seller. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Many of Seller's manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, price, scope and quantity of supply and/or other terms and conditions set out in their offer or quotation and Seller equally reserves the right to pass through any such changes from its manufacturing partners to the Buyer. Delivery dates are only estimates. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers and changes imposed by its manufacturing partners and other vendors outside Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility". Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation and are available at [Quotation] or [Order Acknowledgment] or upon request. Seller shall mean the entity set forth on the face of the

Mayer Contact:

Craig Brawley

ACCEPTANCE

Date:

Rexel USA, Inc. d/b/a Mayer

email: cbrawley@mayerelectric.com

Form Effective Date: February 1, 2017



Change Order Proposal

Project: Valle Crucis School

COR #: 36

Date: 8/7/2023

Description of Change: Changes to electrical due to Revision 12

H&M Material:

1. Total Cost of Materials (Attach Backup)		0.00	Subtotals
2. Sales Tax	6.75%	0.00	
3. Overhead & Profit	15%	0.00	
			0.00

H&M Labor:

4. Total Man Hour Cost (Attach Backup)		0.00	
5. Labor Burden (Enter Percentage)	41%	0.00	
6. Overhead & Profit	15%	0.00	
			0.00

H&M Equipment Rental:

7. Equipment / Equipment Rental (Attach Backup)		0.00	
8. Overhead & Profit	15%	0.00	
			0.00

H&M Unit Prices:

9. Unit Price (If Applicable)		0.00	0.00
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H&M Subcontractors:

10. Subcontractor (Attach Subcontractor Backup)		16,093.78	
11. Overhead & Profit (On Subcontractors)	10%	1,609.38	
			17,703.16

Grand Subtotal = 17,703.16

13. P&P Bonds (On Grand Subtotal)	2%	354.06	
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Total of Proposal = 18,057.22

Time Extension Request:

0 Days

Schedule Activity # Affected

Does this effect the critical path?

No

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Eric Jones / VP _____

Date: _____

Owner/Architect _____

Date: _____

Subcontractor Name**Change Order Proposal****Project: Valle Crucis School****COR #:** **REV 12 Drwgs****Date:** **8/4/2023****Description of Change: Misc Electrical including adding transformer -enclosed circuit breaker****Material:**

1. Total Cost of Materials (Attach Backup)		\$8,476.55	Subtotals
2. Sales Tax	6.75%	\$572.17	
3. Overhead & Profit	10%	\$904.87	
			\$9,953.59

Labor:

4. Total Man Hour Cost (Attach Backup)		\$3,922.31	
5. Labor Burden (35% is Allowed)	35%	\$1,372.81	
6. Overhead & Profit	10%	\$529.51	
			\$5,824.63

Equipment Rental:

7. Equipment / Equipment Rental (Attach Backup)		\$0.00	
8. Overhead & Profit	10%	\$0.00	
			\$0.00

Unit Prices:

9. Unit Price (If Applicable)		\$0.00	\$0.00
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Subcontractors:

10. Subcontractor (Attach Subcontractor Backup)		\$0.00	
11. Overhead & Profit (On Subcontractors)	10%	\$0.00	
			\$0.00

Grand Subtotal = \$15,778.21

13. Bond If Required (On Grand Subtotal)	2%	\$315.56	
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Total of Proposal = \$16,093.78**Time Extension Request:****0 Days****Schedule Activity # Affected****0****Does this effect the critical path?****No**

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Subcontractor LAKE ELECTRIC CO., INC.**Date:** 8/4/2023

104

Job ID: S073123-3
Project: Vallie Crucis co delta 12

052025 BCC Meeting



Takeoff

Phase:

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0.00				SHEET EP103				
	0.00				JPC CHANGE ADD WIRE AND CONDUIT				
	0.00				NEW DHNA3 - 26;28;30				
TITLE	20.00	EA	M		3/4 EMT	0.0000	0.00	0.0000	0.00
10047	20.00	FT	M	3/4	EMT	1.2509	25.02	0.0750	1.50
30292	2.00	EA	M	3/4	EMT STEEL-COMP COUPLING	0.7280	1.46	0.4500	0.90
20934	3.00	EA	M	3/4	MINERALLAC STRAPS	0.8245	2.47	0.3750	1.13
160888	3.00	EA	M	#10 x 1"	PLASTIC ANCHOR	0.1193	0.36	0.0439	0.13
160864	3.00	EA	M	#10 X 1"	SHEET METAL SCREW	0.1550	0.46	0.0360	0.11
20935	3.00	EA	M	#10	FLAT WASHER	0.0353	0.11	0.0018	0.01
500106	20.00	FT	M		PULL LINE (STRING)	0.0427	0.85	0.0036	0.07
20633	3.00	EA	M	3/4	EMT FIELD BEND	0.0000	0.00	0.1800	0.54
30372	2.00	EA	M	3/4	EMT STEEL COMP CONNECTOR	3.2648	6.53	0.2100	0.42
TITLE	80.00	EA	M		#12	0.0000	0.00	0.0000	0.00
70029	80.00	FT	M	12	THHN/THWN CU (SOL)	0.2092	16.74	0.0090	0.72
	0.00				NEW DLNA6-16				
TITLE	60.00	EA	M		3/4 EMT	0.0000	0.00	0.0000	0.00
10047	60.00	FT	M	3/4	EMT	1.2509	75.05	0.0750	4.50
30292	6.00	EA	M	3/4	EMT STEEL-COMP COUPLING	0.7280	4.37	0.4500	2.70
20934	8.00	EA	M	3/4	MINERALLAC STRAPS	0.8245	6.60	0.3750	3.00
160888	8.00	EA	M	#10 x 1"	PLASTIC ANCHOR	0.1193	0.95	0.0439	0.35
160864	8.00	EA	M	#10 X 1"	SHEET METAL SCREW	0.1550	1.24	0.0360	0.29
20935	8.00	EA	M	#10	FLAT WASHER	0.0353	0.28	0.0018	0.01
500106	60.00	FT	M		PULL LINE (STRING)	0.0427	2.56	0.0036	0.22
20633	3.00	EA	M	3/4	EMT FIELD BEND	0.0000	0.00	0.1800	0.54
30372	2.00	EA	M	3/4	EMT STEEL COMP CONNECTOR	3.2648	6.53	0.2100	0.42
TITLE	70.00	EA	M		3#12	0.0000	0.00	0.0000	0.00

Lake Electric Co. Inc.

4362 Providence Mill Road
 PO Box 642 Denver, NC 28037
 Maiden, NC 28650

Phone: 828-970-6200
Web:

Takeoff Report: Vallie Crucis co delta 12

Phase: FIXTURES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
70029	210.00	FT	M	12	THHN/THWN CU (SOL)	0.2092	43.94	0.0090	1.89
TITLE	1.00	EA	M		3/4 FLEX	0.0000	0.00	0.0000	0.00
50002	6.00	FT	M	3/4	FLEXIBLE STEEL CONDUIT	2.0222	12.13	0.0750	0.45
50041	1.00	EA	M	3/4	FLEX CONDUIT ANGLE CONNECTOR	2.6776	2.68	0.2100	0.21
50049	1.00	EA	M	3/4	FLEX CONDUIT STRAIGHT CONNECTOR	3.7190	3.72	0.2100	0.21
160888	2.00	EA	M	#10 x 1"	PLASTIC ANCHOR	0.1193	0.24	0.0439	0.09
160864	2.00	EA	M	#10 X 1"	SHEET METAL SCREW	0.1550	0.31	0.0360	0.07
20935	2.00	EA	M	#10	FLAT WASHER	0.0353	0.07	0.0018	0.00
20934	2.00	EA	M	3/4	MINERALLAC STRAPS	0.8245	1.65	0.3750	0.75
	0.00				SHEET EP401				
	0.00				ADD ECB-DLOS1 & XLOS1				
180922	1.00	EA	M	100/2	ENCLOSED CKT-BREAKER	0.0000	0.00	4.6500	4.65
190561	1.00	EA	M	25 KVA	1PH DRY TRANSFORMER 480P/240S	0.0000	0.00	13.5000	13.50
	0.00				SHEET EP402				
	0.00				CHANGE RECEIPT ADD ADDITION CONNECTION				
TITLE	30.00	EA	M		3/4 EMT	0.0000	0.00	0.0000	0.00
10047	30.00	FT	M	3/4	EMT	1.2509	37.53	0.0750	2.25
30292	3.00	EA	M	3/4	EMT STEEL-COMP COUPLING	0.7280	2.18	0.4500	1.35
20934	4.00	EA	M	3/4	MINERALLAC STRAPS	0.8245	3.30	0.3750	1.50
160888	4.00	EA	M	#10 x 1"	PLASTIC ANCHOR	0.1193	0.48	0.0439	0.18
160864	4.00	EA	M	#10 X 1"	SHEET METAL SCREW	0.1550	0.62	0.0360	0.14
20935	4.00	EA	M	#10	FLAT WASHER	0.0353	0.14	0.0018	0.01
500106	30.00	FT	M		PULL LINE (STRING)	0.0427	1.28	0.0036	0.11
20633	3.00	EA	M	3/4	EMT FIELD BEND	0.0000	0.00	0.1800	0.54
30372	2.00	EA	M	3/4	EMT STEEL COMP CONNECTOR	3.2648	6.53	0.2100	0.42
TITLE	40.00	EA	M		3#12	0.0000	0.00	0.0000	0.00
70029	120.00	FT	M	12	THHN/THWN CU (SOL)	0.2092	25.11	0.0090	1.08
TITLE	1.00	EA	M		3/4 FLEX	0.0000	0.00	0.0000	0.00
50002	6.00	FT	M	3/4	FLEXIBLE STEEL CONDUIT	2.0222	12.13	0.0750	0.45
50041	1.00	EA	M	3/4	FLEX CONDUIT ANGLE CONNECTOR	2.6776	2.68	0.2100	0.21
50049	1.00	EA	M	3/4	FLEX CONDUIT STRAIGHT CONNECTOR	3.7190	3.72	0.2100	0.21
160888	2.00	EA	M	#10 x 1"	PLASTIC ANCHOR	0.1193	0.24	0.0439	0.09
160864	2.00	EA	M	#10 X 1"	SHEET METAL SCREW	0.1550	0.31	0.0360	0.07
20935	2.00	EA	M	#10	FLAT WASHER	0.0353	0.07	0.0018	0.00
20934	2.00	EA	M	3/4	MINERALLAC STRAPS	0.8245	1.65	0.3750	0.75

Lake Electric Co. Inc.

4362 Providence Mill Road
 PO Box 642 Denver, NC 28037
 Maiden, NC 28650

Phone: 828-970-6200

Web:

Takeoff Report: Vallie Crucis co delta 12

Phase: FIXTURES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0.00				CR -2				
	0.00				DLNA1- 26				
TITLE	2.00	EA	M	3/4 EMT #12	20A-1G-GFCI	0.0000	0.00	0.0000	0.00
140023	2.00	EA	M	20A	DUPLEX GFCI RECEPTACLE	18.0945	36.19	0.5200	1.04
140518	2.00	EA	M	1-DECORA	1G STAINLESS STEEL PLATE	2.9382	5.88	0.1500	0.30
150046	2.00	EA	M	2-1/8"D 30.3-CI	4"SQ CMB- KO FM- BRKT	8.7698	17.54	0.4000	0.80
150060	2.00	EA	M	5/8"RISE 4.8-CI	1G 4"SQ PLASTER-RING	1.6306	3.26	0.2500	0.50
160860	12.00	EA	M	#10 x 1"	TEK SCREW	0.0291	0.35	0.0360	0.43
100096	2.00	EA	M	#12	PIGTAIL W/GRD SCREW	0.3706	0.74	0.0800	0.16
100110	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.2326	0.23	0.0659	0.07
100109	2.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1954	0.39	0.0549	0.11
10047	100.00	FT	M	3/4	EMT	1.2509	125.09	0.0698	6.98
30372	4.00	EA	M	3/4	EMT STEEL COMP CONNECTOR	3.2648	13.06	0.2100	0.84
30292	10.00	EA	M	3/4	EMT STEEL-COMP COUPLING	0.7280	7.28	0.4185	4.18
70033	330.00	FT	M	12	THHN/THWN CU (STR)	0.1953	64.45	0.0081	2.67
630111	10.00	EA	M	3/4	COND HAMMER-ON HGR 1/4-FLANGE PUSH-IN HD	3.1924	31.92	0.0900	0.90
630053	4.00	EA	M	1/2 3/4 or AC/MC	EMT SCREW-ON SUPPORT (USE W/2-1/8D BOX)	1.1028	4.41	0.3750	1.50
	0.00				ADD DLNA2-26				
TITLE	1.00	EA	M	3/4 EMT #12	20A-1G-GFCI	0.0000	0.00	0.0000	0.00
140023	1.00	EA	M	20A	DUPLEX GFCI RECEPTACLE	18.0945	18.09	0.5200	0.52
140518	1.00	EA	M	1-DECORA	1G STAINLESS STEEL PLATE	2.9382	2.94	0.1500	0.15
150046	1.00	EA	M	2-1/8"D 30.3-CI	4"SQ CMB- KO FM- BRKT	8.7698	8.77	0.4000	0.40
150060	1.00	EA	M	5/8"RISE 4.8-CI	1G 4"SQ PLASTER-RING	1.6306	1.63	0.2500	0.25
160860	6.00	EA	M	#10 x 1"	TEK SCREW	0.0291	0.17	0.0360	0.22
100096	1.00	EA	M	#12	PIGTAIL W/GRD SCREW	0.3706	0.37	0.0800	0.08
100110	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.2326	0.23	0.0659	0.07
100109	1.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1954	0.20	0.0549	0.05
10047	90.00	FT	M	3/4	EMT	1.2509	112.58	0.0698	6.28
30372	2.00	EA	M	3/4	EMT STEEL COMP CONNECTOR	3.2648	6.53	0.2100	0.42
30292	9.00	EA	M	3/4	EMT STEEL-COMP COUPLING	0.7280	6.55	0.4185	3.77
70033	297.00	FT	M	12	THHN/THWN CU (STR)	0.1953	58.01	0.0081	2.41
630111	9.00	EA	M	3/4	COND HAMMER-ON HGR 1/4-FLANGE PUSH-IN HD	3.1924	28.73	0.0900	0.81
630053	2.00	EA	M	1/2 3/4 or AC/MC	EMT SCREW-ON SUPPORT (USE W/2-1/8D BOX)	1.1028	2.21	0.3750	0.75
	0.00				ADD DLNA2 - 35;37				

Lake Electric Co. Inc.

4362 Providence Mill Road
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 Maiden, NC 28650

Phone: 828-970-6200
 Web:

Takeoff Report: Vallie Crucis co delta 12

Phase: FIXTURES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
140518	1.00	EA	M	1-DECORA	1G STAINLESS STEEL PLATE	2.9382	2.94	0.1500	0.15
150046	1.00	EA	M	2-1/8"D 30.3-CI	4"SQ CMB- KO FM-BRKT	8.7698	8.77	0.4000	0.40
150060	1.00	EA	M	5/8"RISE 4.8-CI	1G 4"SQ PLASTER-RING	1.6306	1.63	0.2500	0.25
160860	6.00	EA	M	#10 x 1"	TEK SCREW	0.0291	0.17	0.0360	0.22
100096	1.00	EA	M	#12	PIGTAIL W/GRD SCREW	0.3706	0.37	0.0800	0.08
100110	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.2326	0.23	0.0659	0.07
100109	1.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1954	0.20	0.0549	0.05
10047	90.00	FT	M	3/4	EMT	1.2509	112.58	0.0698	6.28
30372	2.00	EA	M	3/4	EMT STEEL COMP CONNECTOR	3.2648	6.53	0.2100	0.42
30292	9.00	EA	M	3/4	EMT STEEL-COMP COUPLING	0.7280	6.55	0.4185	3.77
70033	396.00	FT	M	12	THHN/THWN CU (STR)	0.1953	77.34	0.0081	3.21
630111	9.00	EA	M	3/4	COND HAMMER-ON HGR 1/4-FLANGE PUSH-IN HD	3.1924	28.73	0.0900	0.81
630053	2.00	EA	M	1/2 3/4 or AC/MC	EMT SCREW-ON SUPPORT (USE W/2-1/8D BOX)	1.1028	2.21	0.3750	0.75
140083	1.00	EA	M	30A 2P3W	FLUSH RECEPT 125V N5-30R	16.9004	16.90	0.6000	0.60
	0.00				ADDED BREAKER FROM PANEL SCHEDULES				
180842	1.00	EA	M	70/2	BOLT-ON BREAKER	149.1299	149.13	1.2200	1.22
180850	3.00	EA	M	20/2	GFCI BOLT-ON BREAKER	362.3794	1,087.14	0.7800	2.34
180852	1.00	EA	M	30/2	GFCI BOLT-ON BREAKER	361.4528	361.45	0.8700	0.87
	0.00				PANEL DLOS1				
	0.00				1;3 CONTROL PNL???				
TITLE	30.00	EA	M		3/4 PVC	0.0000	0.00	0.0000	0.00
10057	30.00	FT	M	3/4	PVC SCH 40	1.0208	30.62	0.0675	2.03
40042	2.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.7752	1.55	0.0180	0.04
500106	30.00	FT	M		PULL LINE (STRING)	0.0427	1.28	0.0036	0.11
30472	2.00	EA	M	3/4	PVC FEMALE ADAPTER	0.5803	1.16	0.2400	0.48
20419	2.00	EA	M	3/4	GRC 90-DEG ELBOW	8.7880	17.58	0.6000	1.20
31376	2.00	EA	M	3/4	GRC COUPLING	3.2500	6.50	0.2600	0.52
TITLE	2.00	EA	M		3/4 GRC	0.0000	0.00	0.0000	0.00
10001	10.00	FT	M	3/4	GRC	3.5768	35.77	0.0900	0.90
160888	4.00	EA	M	#10 x 1"	PLASTIC ANCHOR	0.1193	0.48	0.0439	0.18
160864	4.00	EA	M	#10 X 1"	SHEET METAL SCREW	0.1550	0.62	0.0360	0.14
20935	4.00	EA	M	#10	FLAT WASHER	0.0353	0.14	0.0018	0.01
240034	2.00	FT	M	1 5/8" x 1 5/8"H	U-STRUT CHNL 12G STD GRN	4.7967	9.59	0.1850	0.37
240036	2.00	EA	M	3/4	STRUT CLIP	0.9525	1.91	0.0450	0.09
30208	4.00	EA	M	3/4	LOCKNUT	0.2197	0.88	0.2600	1.04

Lake Electric Co. Inc.

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Phase: FIXTURES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
30195	4.00	EA	M	3/4	PLASTIC BUSHING	0.2041	0.82	0.2400	0.96
TITLE	60.00	EA	M		3#6 #10	0.0000	0.00	0.0000	0.00
70036	180.00	FT	M	6.	THHN/THWN CU (STR)	0.9723	175.01	0.0165	2.97
70030	60.00	FT	M	10	THHN/THWN CU (SOL)	0.3274	19.65	0.0105	0.63
TITLE	1.00	EA	M		3/4 LT	0.0000	0.00	0.0000	0.00
50101	6.00	FT	M	3/4	LIQUIDTITE CONDUIT	0.9442	5.67	0.0750	0.45
50112	1.00	EA	M	3/4	LIQUIDTITE ANGLE CONNECTOR	7.2374	7.24	0.3240	0.32
50123	1.00	EA	M	3/4	LIQUIDTITE STRAIGHT CONNECTOR	4.6576	4.66	0.2700	0.27
20934	2.00	EA	M	3/4	MINERALLAC STRAPS	0.8245	1.65	0.3750	0.75
160888	2.00	EA	M	#10 x 1"	PLASTIC ANCHOR	0.1193	0.24	0.0439	0.09
160864	2.00	EA	M	#10 X 1"	SHEET METAL SCREW	0.1550	0.31	0.0360	0.07
20935	2.00	EA	M	#10	FLAT WASHER	0.0353	0.07	0.0018	0.00
	0.00				MH0SA12 TO XL0S1				
TITLE	1.00	EA	M		1 FLEX	0.0000	0.00	0.0000	0.00
50003	6.00	FT	M	1	FLEXIBLE STEEL CONDUIT	3.5855	21.51	0.1120	0.67
50042	1.00	EA	M	1	FLEX CONDUIT ANGLE CONNECTOR	8.1563	8.16	0.2500	0.25
50050	1.00	EA	M	1	FLEX CONDUIT STRAIGHT CONNECTOR	3.8510	3.85	0.2500	0.25
160888	2.00	EA	M	#10 x 1"	PLASTIC ANCHOR	0.1193	0.24	0.0439	0.09
160864	2.00	EA	M	#10 X 1"	SHEET METAL SCREW	0.1550	0.31	0.0360	0.07
20935	2.00	EA	M	#10	FLAT WASHER	0.0353	0.07	0.0018	0.00
1050642	2.00	EA	M	1	MINERALLAC STRAPS	0.9845	1.97	0.0391	0.08
TITLE	15.00	EA	M		2#4 #8	0.0000	0.00	0.0000	0.00
70037	30.00	FT	M	4.	THHN/THWN CU (STR)	1.4738	44.22	0.0195	0.59
70055	15.00	FT	M	8.	THHN/THWN CU (STR)	0.6260	9.39	0.0150	0.22
	0.00				XL0S1 TO CB				
TITLE	1.00	EA	M		1 1/4 FLEX	0.0000	0.00	0.0000	0.00
50004	6.00	FT	M	1 1/4	FLEXIBLE STEEL CONDUIT	2.5862	15.52	0.1500	0.90
50043	1.00	EA	M	1 1/4	FLEX CONDUIT ANGLE CONNECTOR	16.4410	16.44	0.3000	0.30
50051	1.00	EA	M	1 1/4	FLEX CONDUIT STRAIGHT CONNECTOR	19.9267	19.93	0.3000	0.30
160888	2.00	EA	M	#10 x 1"	PLASTIC ANCHOR	0.1193	0.24	0.0439	0.09
160864	2.00	EA	M	#10 X 1"	SHEET METAL SCREW	0.1550	0.31	0.0360	0.07
20935	2.00	EA	M	#10	FLAT WASHER	0.0353	0.07	0.0018	0.00
1050643	2.00	EA	M	1 1/4	MINERALLAC STRAPS	1.4165	2.83	0.0430	0.09
TITLE	15.00	EA	M		3#1 #6	0.0000	0.00	0.0000	0.00
70040	45.00	FT	M	1.	THHN/THWN CU (STR)	3.1230	140.54	0.0285	1.28

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Takeoff Report: Vallie Crucis co delta 12

Phase: FIXTURES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
70036	15.00	FT	M	6.	THHN/THWN CU (STR)	0.9723	14.58	0.0165	0.25
	0.00				HOUSE PAD AND GND				
TITLE	1.00	EA	M		HOUSE PAD	0.0000	0.00	0.0000	0.00
190546	1.00	EA	M		TRANSFORMER PAD	325.0000	325.00	0.0000	0.00
TITLE	20.00	EA	M		3/4 EMT	0.0000	0.00	0.0000	0.00
10047	20.00	FT	M	3/4	EMT	1.2509	25.02	0.0750	1.50
30292	2.00	EA	M	3/4	EMT STEEL-COMP COUPLING	0.7280	1.46	0.4500	0.90
20934	3.00	EA	M	3/4	MINERALLAC STRAPS	0.8245	2.47	0.3750	1.13
160888	3.00	EA	M	#10 x 1"	PLASTIC ANCHOR	0.1193	0.36	0.0439	0.13
160864	3.00	EA	M	#10 X 1"	SHEET METAL SCREW	0.1550	0.46	0.0360	0.11
20935	3.00	EA	M	#10	FLAT WASHER	0.0353	0.11	0.0018	0.01
500106	20.00	FT	M		PULL LINE (STRING)	0.0427	0.85	0.0036	0.07
20633	3.00	EA	M	3/4	EMT FIELD BEND	0.0000	0.00	0.1800	0.54
30372	2.00	EA	M	3/4	EMT STEEL COMP CONNECTOR	3.2648	6.53	0.2100	0.42
TITLE	5.00	EA	M		5#6	0.0000	0.00	0.0000	0.00
70036	25.00	FT	M	6.	THHN/THWN CU (STR)	0.9723	24.31	0.0165	0.41
850130	2.00	EA	M	#4 - #14	ALUMINUM LAY-IN GROUND LUG AL/CU	3.0792	6.16	0.5200	1.04
	0.00				SHEET ET101				
	0.00				ADD DATA				
TITLE	1.00	EA	M	1" EMT/P-STRING	2G STUB/4"sq /MTL-STD	0.0000	0.00	0.0000	0.00
150042	1.00	EA	M	2-1/8"D 30.3-CI	4"SQ 1" - KO NO BRKT	4.5017	4.50	0.4000	0.40
150069	1.00	EA	M	5/8"RISE 7.5-CI	2G 4"SQ PLASTER-RING	2.1247	2.12	0.2500	0.25
160860	2.00	EA	M	#10 x 1"	TEK SCREW	0.0291	0.06	0.0360	0.07
10048	10.00	FT	M	1	EMT	1.9271	19.27	0.0763	0.76
30293	1.00	EA	M	1	EMT STEEL-COMP COUPLING	1.1180	1.12	0.5580	0.56
630063	2.00	EA	M	1	COND SNP-CLOSE HGR TO SCRW-ON STUD-WALL	2.5125	5.03	0.3750	0.75
160860	4.00	EA	M	#10 x 1"	TEK SCREW	0.0291	0.12	0.0360	0.14
30373	2.00	EA	M	1	EMT STEEL COMP CONNECTOR	0.9750	1.95	0.2400	0.48
30196	2.00	EA	M	1	PLASTIC BUSHING	0.3245	0.65	0.2700	0.54
500106	12.00	FT	M		PULL LINE (STRING)	0.0427	0.51	0.0036	0.04
Phase Totals:						3,786.55		136.23	
Job Totals:						3,786.55		136.23	

Lake Electric Co. Inc.

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 Maiden, NC 28650

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Quotation

Q2C Number: 44963555**Quote Number: 1****Change Order Rev Number: 9****Project Name:** Valle Crucis School**Project Sub-Name:****Project Location:** Maiden, NC**Quote Name:** BRKR,ECB,XFMR**Through Addenda Number:** 1**Bid Date:** 1/1/1901**Consultant / Specifier:** LAKE ELECTRIC**Contractor / Installer:** LAKE ELECTRIC**Sales Representative:** TIMOTHY SMITH**Conditions of Sale***This Quotation is subject to Schneider Electric USA, Inc.'s published Conditions of Sale***Payment Terms:** SPECIAL TERMS: Discount 0% 0 / Net 30th**Billing Type(s):****Currency:** US DOLLARS**Quote Markings**

Q2C Number: 44963555

Quote Number: 1

Change Order Rev Number: 9

Project Name: Valle Crucis School

Quote Name: BRKR,ECB,XFMR

Item No.	Qty.	Catalog Number / Details
027-00	1	Designation: MHOSA1 NF ML Panel (INTERIOR) NF Panelboard Consisting of 480Y/277V 3Ph 4W 60Hz SCCR: 35kA Fully Rated Main Lug Only: 150A Main Acc: Cu Mechanical Lugs Cu Cable Incoming Conductors: 1 - Bus: 250A Rated Copper: Silver/Tin Plated CU Ground Bar 42 Circuit Interior Type 1,Box: 44H x 20W x 5.75D Incoming: Bottom Trim: Surface - Hinged Box Cat No: MH44BE Front Cat No: NC44SHR Ref. Drawing: PBA550HR Feeders: 1 - 60A/3P EGB ST 2 - 15A/3P EGB 19 - 20A/1P EGB Prepared Space 1 - 110A/3P EGB 1 - 70A/2P EGB 8 - 20A/1P EGB Optional Features: Standard Panel (Box Ahead),Blank Endwalls,Copper Solid Neutral,Copper Ground Bar Branch User Placement Group User Placement Estimated days to ship excluding transit: 80 working days after customer release to manufacture. See Conditions of Sale.
277-00	1	Designation: ECB-DLOS1 HDL26125 MOLDED CASE CIRCUIT BREAKER 600V 125A
279-00	1	Designation: ECB-DLOS1 H150S ENCLOSURE 2 POLE CKT BREAKER H TYPE 1
281-00	1	Designation: XLOS1 DASKGS100 MECHANICAL LUG KITS
282-00	1	Designation: XLOS1 DASKP100 LUG KIT
285-00	1	EXN30T6HCT TRANSFORMER DRY TYPE 30KVA 480D240D120CT

Q2C Number: 44963555	Quote Number: 1	Change Order Rev Number: 9
Project Name: Valle Crucis School		Quote Name: BRKR,ECB,XFMR

Item No.	Qty.	Catalog Number / Details
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Change to Total Authorized:	\$4690.00
Change to Warranty:	0.00
Change to FOB:	0.00
Change to Order Value:	\$4690.00



Change Order Proposal

received
04.23.25

Project: Valle Crucis School

COR #: 87 Rev 2

Date: 4.8.25

Description of Change: Changes to boardwalk.

H&M Material:

1. Total Cost of Materials (Attach Backup)		0.00	Subtotals
2. Sales Tax	6.75%	0.00	
3. Overhead & Profit	15%	0.00	
			0.00

H&M Labor:

4. Total Man Hour Cost (Attach Backup)		0.00	
5. Labor Burden (Enter Percentage)	41%	0.00	
6. Overhead & Profit	15%	0.00	
			0.00

H&M Equipment Rental:

7. Equipment / Equipment Rental (Attach Backup)		0.00	
8. Overhead & Profit	15%	0.00	
			0.00

H&M Unit Prices:

9. Unit Price (If Applicable)		0.00	0.00
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H&M Subcontractors:

10. Subcontractor (Attach Subcontractor Backup)		0.00	
11. Overhead & Profit (On Subcontractors)	5%	Included	
			0.00

Grand Subtotal = 0.00

13. P&P Bonds (On Grand Subtotal)	0%	Included	
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Total of Proposal = (8,330.00)

Time Extension Request:

0 Days

Schedule Activity # Affected

Does this effect the critical path?

No

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Eric Jones / VP _____

Date: _____

Owner/Architect _____

Date: _____

Project: Pedestrian Bridge (Nature Bridge REV 4.8.2025)

052025 BCC Meeting

Project Location:
 Bid Location:
 Bid Day, Date & Time:
 Estimator Initials: EJ

Preliminary Estimate: \$0
 Building Area (SF): 1,000
 Project Duration (Months): 1
 Liquidated Damages (\$/Day): \$0

H&M Constructors - Final Grand Total Sheet

Item Description	Rate	M/V	E/R	L	S/P/D/T	Total
General Req. Totals		0	0	0	(81)	(81)
Subsheet Totals		0	0	0	(7,852)	(7,852)
Column Totals		0	0	0	(7,933)	(7,933)
Add Sales Tax (O)	7.00%	0				0
Add Payroll Tax (O)	41%			0		0
Total Project Cost						(7,933)
General Contractor Fee	5.000000%					(397)
G&A / Bond	0.0%					0
Cost Escalation	0.0%					0
Missing Page =	0				Grand Total of Estimate =	(\$8,330)
Blank Cell (!!!) =	0					
Holes in Estimate (\$\$\$) =	0				Final Bid Submitted =	(\$8,330)
Check Audit =	0					
M/W/DBE =	0					
					Delta	5%
					0	-417
						OK

Notes:

Cost Code	Addenda	Spec #	Item Description	QTY	Units	Unit Cost	M/V	Unit Cost	E/R	Unit Cost	L	Unit Cost	S/P/D/T	Total
1.720			Performance & Payment Bond	(8,330)	\$								(44)	D (44)
1.801			Builder's Risk (Frame Const.)	1	Months								(37)	D (37)
1.151			Misc (MSD, Storm, Flood, Zoning, Grading, TCO....	LS			-		-		-		TBD	D
1.150			Permit Fees (NIC Zoning or MSD)	Asheville									-	D
1.101			Superintendent, Truck, Gas...		Weeks		-	M	250	-	E	2000	-	L 10 - D
			Assistant Superintendent		Weeks	10	-		250	-		1400	-	10 -
			Utility / Misc. Assistant		Weeks		-		-	R	1100	-	-	
1.500			Temporary Toilet	1	Months		-		-		-		-	D
			Temporary Office, Storage	1	Months		-	M		R		-	-	
1.529			Misc. Job Overhead / Small Tools	1		100	-	M	-		-	-	-	
			Equipment Gas, Oil, Repairs		Weeks	50	-	M					-	
1.511			Utilities - Temporary Service										-	
			Utilities - Temporary Power	1	Months							250	-	D
			Utilities - Temporary Lights										-	
			Utilities - Permanent Power		Months							500	-	D
1.514			Utilities - Heat / Temp. Heat		Months		-		-		-	72	-	D
1.512			Utilities - Water	1	Months		-		-		-	100	-	D
1.513			Utilities - Phone / Internet	1	Months		-		-		-		-	
							-		-		-		-	
			Mobilization / Demobilization	LS			-		-		-		-	
			Per Diem Expenses (Super) 100%	22	Days		-		-		-	140	-	D
			Per Diem Expenses (Assist. Super) 50%	11	Days		-		-		-	140	-	D
1.591			Scheduling Expenses	LS			-		-		-		-	
2.831			Job Sign	LS			-		-		-		-	
			Temporary Site Fencing		LF	1	-	M	1	-	R	1	-	L 11 - S
							-		-		-		-	
1.705			Cleanup: General (H&M Labor)		Weeks	5	-	M	5	-	R	100	-	L 150 - D
			Cleanup: General (Temp. Labor)		Weeks		-		-		-	150	-	T
			Cleanup: Final Interior (Job SF)	1,000	SF	0.01	-	M	0.03	-	R	0.03	-	L 1.25 - S
			Cleanup: Windows & Glass		SF		-		-		-	0.5	-	S
							-		-		-		-	
			Testing - All (Including Soil, Concrete, Storefront)	-			-		-		-		By Owner	
			Testing - Asbestos / Lead / Enviro	-			-		-		-		-	
1.800			Security / Jobsite Camera Lease	1	Months							200	-	D
1.950			PM Software Fee (Procore)				-		-		-		-	D
1.960			Estimate Correction Code				-		-		-		-	
TRUE			Column Totals										(81)	(81)
			OK	Grand Total This Sheet (PRT & ST Included)							(\$81)		Grand Total =	(\$8,330)

Cost Code	Addenda	Spec #	Item Description	QTY	Units	Unit Cost	M/V	Unit Cost	E/R	Unit Cost	L	Unit Cost	S/P/D/T	Total		
			Grand Totals Link													
		Div 2	Sitework / Demo													
					Approval drawings: 4 weeks from release Procurement: 8 Weeks Coordination: 2 Weeks Installation 2 Weeks Assumed Install Date: June/July 2025											
					Nature Bridge Boardwalk (Revised Price)									296,978	296,978	
					Nature Bridge Boardwalk Base Bid Credit									(331,376)	(331,376)	
					Clean-up and repair after installation											
					Lighting / Electrical (ES101) Credit for fewer lights?										(2,756)	(2,756)
					Delegated Design	LS									In REV Above	
					Payment for Initial Nature Bridge Design	LS									29,302	29,302
					New Delegated Design (In Revised CO Quote)											
					Approach at each end / Steps / Ramps NIC ADA Concrete Approaches NIC										In Above None	
			Column Totals										(7,852)	(7,852)		
			Grand Total This Sheet (PRT & ST Included)										(\$7,852)	(\$8,330)		

AIA Type Document
Application and Certification for Payment

①

Page 1 of 2

TO (OWNER): 2998 Broadstone Rd
 Sugar Grove, NC 28679

PROJECT: Valle Crucis School- Boardwalk
 2998 Broadstone Rd
 Sugar Grove, NC 28679

APPLICATION NO: 914-1
PERIOD TO: 3/31/2024

DISTRIBUTION TO:
 - OWNER
 - ARCHITECT
 - CONTRACTOR
 - SUBCONTRACTOR

FROM JD James, Inc. Nature Bridges
(SUBCONTRACTOR): PO Box 516
 Monticello, FL 32345-0516

VIA (ARCHITECT):

**ARCHITECT'S
 PROJECT NO:**

Approved - EJ
 03/22/2024 11:05:29 AM

CONTRACT FOR:

2.950/S

CONTRACT DATE:

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM \$ 331,376.00

2. Net Change by Change Orders \$ 0.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 331,376.00

4. TOTAL COMPLETED AND STORED TO DATE \$ 29,302.43

5. RETAINAGE:

a. 5.00 % of Completed Work \$ 1,465.12

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 1,465.12

6. TOTAL EARNED LESS RETAINAGE \$ 27,837.31
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior Certificate) \$ 0.00

8. CURRENT PAYMENT DUE \$ 29,302.43 27,837.31

9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$ 303,538.69

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner or Contractor	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The Undersigned Subcontractor certifies that to the best of the Subcontractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Subcontractor for Work for which previous Certificates for Payment were issued and payments received from the owner or contractor, and that current payment shown herein is now due.

SUBCONTRACTOR: JD James, Inc. Nature Bridges
 PO Box 516 Monticello, FL 32345-0516

By:

April James / CEO

State of: FL

County of: Jefferson

Subscribed and Sworn to before me this 20th



Notary Public: *[Signature]*

My Commission Expires: November 8, 2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: 3-22-24 \$ 3673

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: 06B0000313 VC

By:

Date:

3010

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Subcontractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner, Contractor or Subcontractor under this Contract.

EJ
 Approved: 3-22-24 B313-24

AIA Type Document
Application and Certification for Payment

Page 2 of 2

TO (OWNER): 2998 Broadstone Rd
 Sugar Grove, NC 28679

PROJECT: Valle Crucis School- Boardwalk
 2998 Broadstone Rd
 Sugar Grove, NC 28679

APPLICATION NO: 914-1

PERIOD TO: 3/31/2024

DISTRIBUTION TO:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐ SUBCONTRACTOR

FROM JD James, Inc. Nature Bridges
(SUBCONTRACTOR): PO Box 516
 Monticello, FL 32345-0516

VIA (ARCHITECT):

**ARCHITECT'S
 PROJECT NO:**

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	General Conditions/Mobilization	42,898.76	0.00	0.00	0.00	0.00	0.00	42,898.76	0.00
2	Engineering	29,302.43	0.00	29,302.43	0.00	29,302.43	100.00	0.00	1,465.12
3	10' W x 232' L Timber Boardwalk (2,320 SF)	259,174.81	0.00	0.00	0.00	0.00	0.00	259,174.81	0.00
REPORT TOTALS		\$331,376.00	\$0.00	\$29,302.43	\$0.00	\$29,302.43	8.84	\$302,073.57	\$1,465.12

Subcontractor Name**Change Order Proposal**

Project: Valle Crucis School

COR #: **BOARDWALK**Date: **2/14/2025****Description of Change: Boardwalk Length Change - No fixture credit, on site****Material:**

1. Total Cost of Materials (Attach Backup)		<u>-\$1,257.73</u>	Subtotals
2. Sales Tax	6.75%	<u>-\$84.90</u>	
3. Overhead & Profit	10%	<u>-\$134.26</u>	-\$1,476.89

Labor:

4. Total Man Hour Cost (Attach Backup)		<u>-\$861.45</u>	
5. Labor Burden (35% is Allowed)	35%	<u>-\$301.51</u>	
6. Overhead & Profit	10%	<u>-\$116.30</u>	-\$1,279.26

Equipment Rental:

7. Equipment / Equipment Rental (Attach Backup)		<u>\$0.00</u>	
8. Overhead & Profit	10%	<u>\$0.00</u>	\$0.00

Unit Prices:

9. Unit Price (If Applicable)		<u>\$0.00</u>	\$0.00
-------------------------------	--	----------------------	---------------

Subcontractors:

10. Subcontractor (Attach Subcontractor Backup)		<u>\$0.00</u>	
11. Overhead & Profit (On Subcontractors)	10%	<u>\$0.00</u>	\$0.00

Grand Subtotal = **-\$2,756.15**

13. Bond If Required (On Grand Subtotal)	0%	<u>\$0.00</u>	
--	----	---------------	--

Total of Proposal = **-\$2,756.15**

Time Extension Request:

0 Days

Schedule Activity # Affected

0

Does this effect the critical path?

No

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Subcontractor LAKE ELECTRIC CO., INC.Date: 2/14/2025

121

Audit Trail Basic

Phase: FIXTURES

Quantity	Size	U/M	Description
0.00			REDUCED LENGHT ON BOARDWALK
0.00			DEDUCT 6 AA FIXTURES
-300.00		EA	3/4 GRC
-300.00	3/4	FT	GRC
-36.00	3/4	EA	MINERALLAC STRAPS
-36.00	#10 x 1"	EA	PLASTIC ANCHOR
-36.00	#10 X 1"	EA	SHEET METAL SCREW
-36.00	#10	EA	FLAT WASHER
-300.00		FT	PULL LINE (STRING)
-6.00	3/4	EA	CONDUIT CUT & THREAD
-12.00	3/4	EA	LOCKNUT
-12.00	3/4	EA	PLASTIC BUSHING
-6.00	#12	EA	INCAND CEILING / WD-BEAM
-6.00	150-W	EA	SURFACE CEILING-MNT 1-INCAND
-6.00	1-1/2"D 15.5-CI	EA	4" OCTAGON COMB KO
-12.00	#10 X 1"	EA	SHEET METAL SCREW
-12.00	18-12	EA	PSH-IN 2-WIRE CONN
-12.00	18-12	EA	PSH-IN 4-WIRE CONN
-6.00	#12	EA	PIGTAIL W/GRD SCREW
-297.00	12	FT	THHN/THWN CU (STR)

December 19, 2022

OLDJD James, Inc. 

Kenny Hollifield
Project Manager
MB Haynes

PROJECT: Valle Crucis School - Boardwalk
Valle Crucis, North Carolina

BID PROPOSAL: We propose to furnish labor, material, and equipment to complete the work described in this document using "Top-Down" construction.

SCOPE OF WORK: Construct timber boardwalk with hand railing.

Description	Price
10' W x 232' L Timber Boardwalk (2,320 SF)	\$331,376.00

Basis of Design Summary (Design-Build):

Nature Bridges' top-down construction method uses lightweight hydraulic-impact and material handling equipment that stays on top of the structure during the entire building process. Since no heavy equipment ever touches the ground, vegetation and wildlife habitats are minimally disturbed. This construction method also allows us to build through densely wooded areas, minimizing the need to cut down trees.

Materials:

Pressure treated Southern Yellow Pine 9" piles, 10" x 10" pile caps, and 3" x 12" stringers will be used on the boardwalk. This combination of structural members has been used on many of our boardwalk structures that are strong and proven to last. Pressure treatment for piles will be Chromated Copper Arsenate (cca). All other wood components will be treated with Ground Contact Copper Azole (ca-c) or equal.

Included:

- Boardwalk - Materials and installation of work as outlined below based on Nature Bridges "Top-Down" Construction.
- Piles - 9" Dia. Butt PTSYP¹ .80 cca.
- Pile Caps - 10" x 10" #2 PTSYP¹ .60 cca.
- Stringers - 3" x 12" #2 PTSYP¹ .60 cca.
- Decking - 3" x 8" #1 PTSYP¹ .15 ca-c.
- Railing Posts - 4" x 6" #1 PTSYP¹ .15 ca-c.
- Top & Bottom Railings/ Overlays - 2" x 6" #1 PTSYP¹ .15 ca-c

1586 Seven Bridges Road, Monticello, Florida 32344 Phone: (850)997-8585; Fax: (850) 385-3493; NatureBridges.com
AL: 42172; AR: 0020210512; FL: CGC1519387; GA: GCCO002161; MD E341
MS: 17505-MC; LA: 53204; NC: 67191; SC: G11605; TN: 00063277; VA: 2705133719A



JD James, Inc. 

- Rail Caps - 2" x 8" PTSYP¹ .15 ca-c.
- Railings - 1/8" SS³ Tension Cables.
- Cross Bracing as required - 2" x 8" #1 PTSYP¹ .15 ca-c.
- Structural hardware to be HDG².
- Deck Screws to be SS³.
- Engineering/ Construction Drawings (Signed & Sealed)

General Exclusions:

- Permits & Bonding.
- Earthwork/ Backfilling.
- Underground utility locations.
- Sediment/ Erosion control/ Silt fence.
- Turbidity Barriers.
- Electrical or Plumbing work.
- Concrete Work.
- Painting/ Staining/ Sealer.
- Surveying/ Layout.
- Demolition.
- Pile testing.
- Dumpster.
- Portable Toilet.

Notes:

- Bid Proposal based on "VALLE CRUCIS SCHOOL" drawings by CLARK NEXSEN dated 08/01/2022.
- Bonding available at 1.5% additional.
- **We are a Woman Owned Business (WBE).**
- Owner to provide reasonable access for equipment and materials.
- **Pricing is subject to change based on market conditions at time of contract.**
- See attached company background information.

Thank you for the opportunity to provide this proposal.

Doug Lewis - Estimator

Office: 850.997.8585

Email: estimating@naturebridges.com

J. D. James Inc. will not be responsible for the location of, damage to, or moving of any Electronics, electric power, phone, water, cable, (or any other utility), or any other obstacles necessary to be moved or relocated in order to complete the assigned work. All underground damage is the responsibility of the General Contractor or Owner if any damage occurs in the path of an approved location.

^{*1} Pressure treated southern yellow pine.

^{*2} Hot dipped Galvanized.

^{*3} Stainless Steel.

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Company Background

JD James, Inc. d/b/a Nature Bridges is a woman owned business located in Monticello Florida. Since its establishment in 1997, the company has served numerous federal, state and private entities all over the United States. Over the years our firm has been afforded the opportunity to design, construct, and manage numerous projects for the U.S. Departments of Army and Navy, the Florida Department of Environmental Protection, along with various universities, municipalities, private developers and corporations.

Our specialty is top-down bridge and boardwalk construction that preserves natural habitats and sensitive environments during construction. By utilizing our top-down construction method, our lightweight hydraulic-impact and material handling equipment stays on top of the structure during the entire building process. Heavy equipment never needs touches the ground.

Additional construction services we offer include, but are not limited to:

- guard rails
- trellises and waterside pavilions
- retaining walls
- observation platforms and floating docks.

Nature Bridges maintains a large portfolio of our previously engineered designs. These designs can be easily modified to fit a wide variety of projects. Working closely with Parker Engineering Group in Tallahassee, Florida, we are able to provide sealed engineered designs as needed, including wind load calculations and weight loads. Additionally, Nature Bridges can also provide design consultation to owner's representatives, including architects, engineers, federal, state, and local municipalities. This often helps to reduce the time and costs associated with developing a project's design.

Nature Bridges' Florida manufacturing facility in Monticello has over 5,000 square feet of storage and manufacturing space to better serve our clients. This facility allows our firm to manufacture a wide variety of structural components in a controlled environment when needed. The pre-assembled components remain at our facility until needed on the jobsite, reducing the need for on-site storage and security. Nature Bridges provides delivery and off-loading for these components at their scheduled install date. This has proven to be very helpful in saving time, money, and resources during construction.

Nature Bridges' construction practices are some of the most environmentally conscientious in the industry. We maintain membership in major industry associations, enabling our firm to keep up with new innovative materials and best construction and safety practices. Nature Bridges holds contractor's licenses in a eleven states and is DOT prequalified in seven states.



Break

NEW

August 14, 2024

JD James, Inc. 

Nathan Whiddon
Assistant Project Manager
H&M Contractors

PROJECT: Valle Crucis School - Boardwalk
Valle Crucis, North Carolina

REV. PROPOSAL: We propose to furnish labor, material, and equipment to complete the work described in this document using "Top-Down" construction.

SCOPE OF WORK: Construct a timber boardwalk with handrailing.

Description	Price
Timber boardwalk with PTSYP ¹ substructure, decking, and handrailing. (10' W x 110' L) ~ 1,100 SF <ul style="list-style-type: none"> • ADA aluminum grab rail 1.5" diameter (224 LF) • (3) 10' W x 30' L ADA ramps at 1"/12" slope. • (4) 10' W x 5' L landings with no slope. • Re-engineering with signed and sealed engineering/construction drawings. 	\$296,978.00

Basis of Design Summary (Design-Build):

Nature Bridges' top-down construction method uses lightweight hydraulic-impact and material handling equipment that stays on top of the structure during the entire building process. Since no heavy equipment ever touches the ground, vegetation and wildlife habitats are minimally disturbed. This construction method also allows us to build through densely wooded areas, minimizing the need to cut down trees.

Materials:

Pressure treated Southern Yellow Pine 10" piles, 10" x 10" pile caps, and 3" x 12" stringers will be used on the boardwalk. This combination of structural members has been used on many of our boardwalk structures that are strong and proven to last. Pressure treatment for piles will be Chromated Copper Arsenate (cca). All other wood components will be treated with Ground Contact Copper Azole (ca-c) or equal.

Included:

- Boardwalk - Materials and installation of work as outlined below based on Nature Bridges "Top-Down" Construction.

1586 Seven Bridges Road, Monticello, Florida 32344 Phone: (850)997-8585; Fax: (850) 385-3493; NatureBridges.com
AL: 42172; AR: 0020210512; FL: CGC1519387; GA: GCCO002161; MD E341
MS: 17505-MC; LA: 53204; NC: 67191; SC: G11605; TN: 00063277; VA: 2705133719A




 JD James, Inc. 

- Piles - 10" dia. butt PTSYP¹ 2.5 cca.
- Pile Caps - 10" x 10" #1 PTSYP¹ .60 cca.
- Stringers - 3" x 12" #1 PTSYP¹ .60 cca.
- Decking - 3" x 8" #1 PTSYP¹ .15 ca-c.
- Railing Posts - 4" x 6" #1 PTSYP¹ .15 ca-c.
- Top & Bottom Railings/ Overlays - 2" x 6" #1 PTSYP¹ .15 ca-c
- Rail Caps - 2" x 8" PTSYP¹ .15 ca-c.
- Railings - 1/8" SS³ Tension Cables.
- ADA Aluminum Handrail 1.5" diameter (where required)
- Cross Bracing as required - 2" x 8" #1 PTSYP¹ .15 ca-c.
- Structural hardware to be HDG².
- Deck Screws to be SS³.
- Engineering / Construction Drawings (Signed & Sealed).

General Exclusions:

- Permits & Bonding.
- Earthwork/ Backfilling.
- Underground utility locations.
- Sediment/ Erosion control/ Silt fence.
- Turbidity Barriers.
- Electrical or Plumbing work.
- Concrete Work.
- Painting/ Staining/ Sealer.
- Surveying/ Layout.
- Demolition.
- Pile testing.
- Dumpster.
- Portable Toilet.

Notes:

- Revised proposal based on the attached mark-up drawings by CLARK NEXSEN.
- Bonding available at 1.5% additional.
- **We are a Woman Owned Business (WBE).**
- Owner to provide reasonable access for equipment and materials.
- **Pricing is subject to change based on market conditions at time of contract.**
- Attached is Nature Bridges up to date payout for reference.

Thank you for the opportunity to provide this proposal.

Doug Lewis - Estimator

Office: 850.997.8585

Email: estimating@naturebridges.com

1586 Seven Bridges Road, Monticello, Florida 32344 Phone: (850)997-8585; Fax: (850) 385-3493; NatureBridges.com

AL: 42172; AR: 0020210512; FL: CGC1519387; GA: GCCO002161; MD E341

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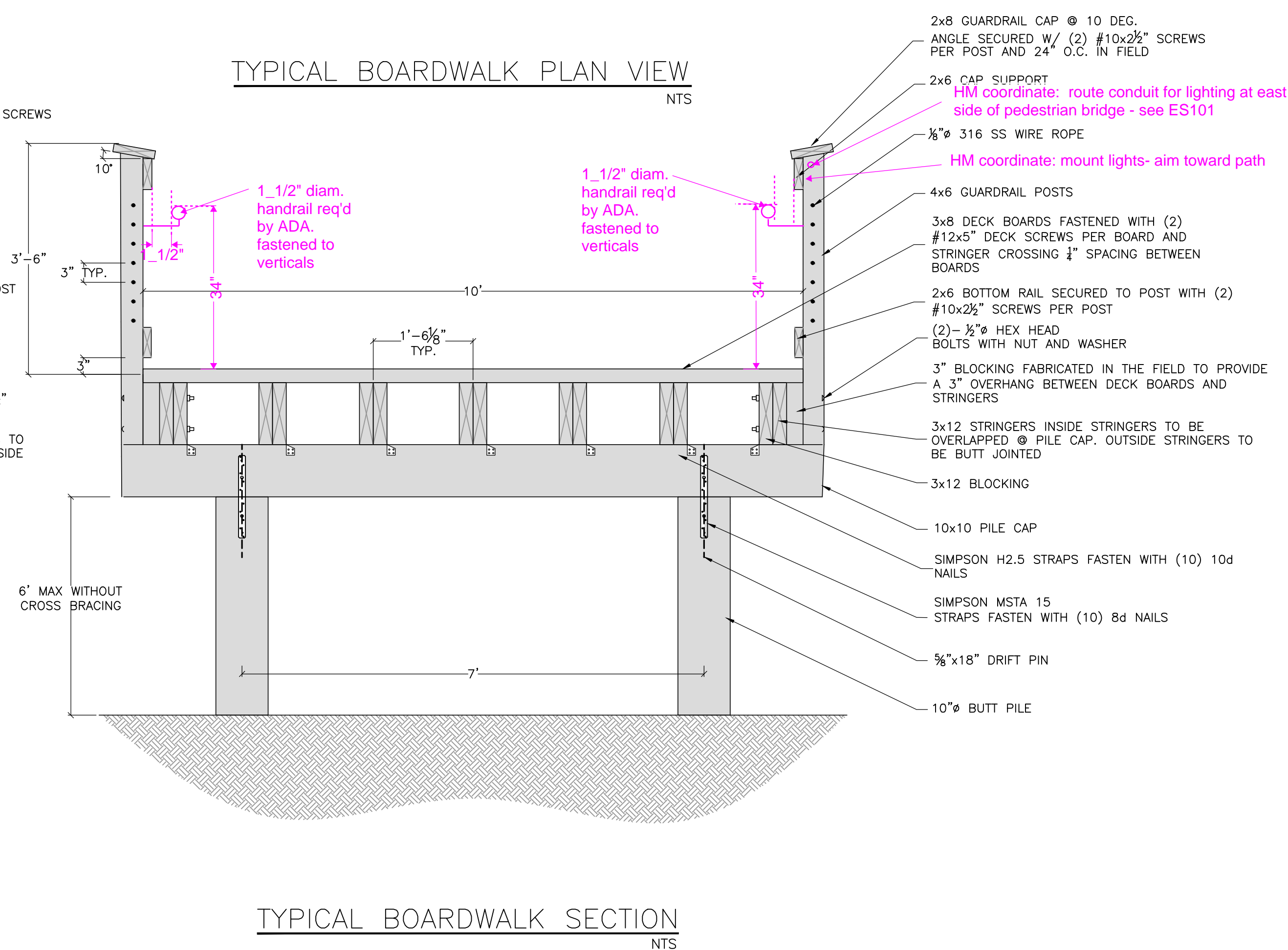
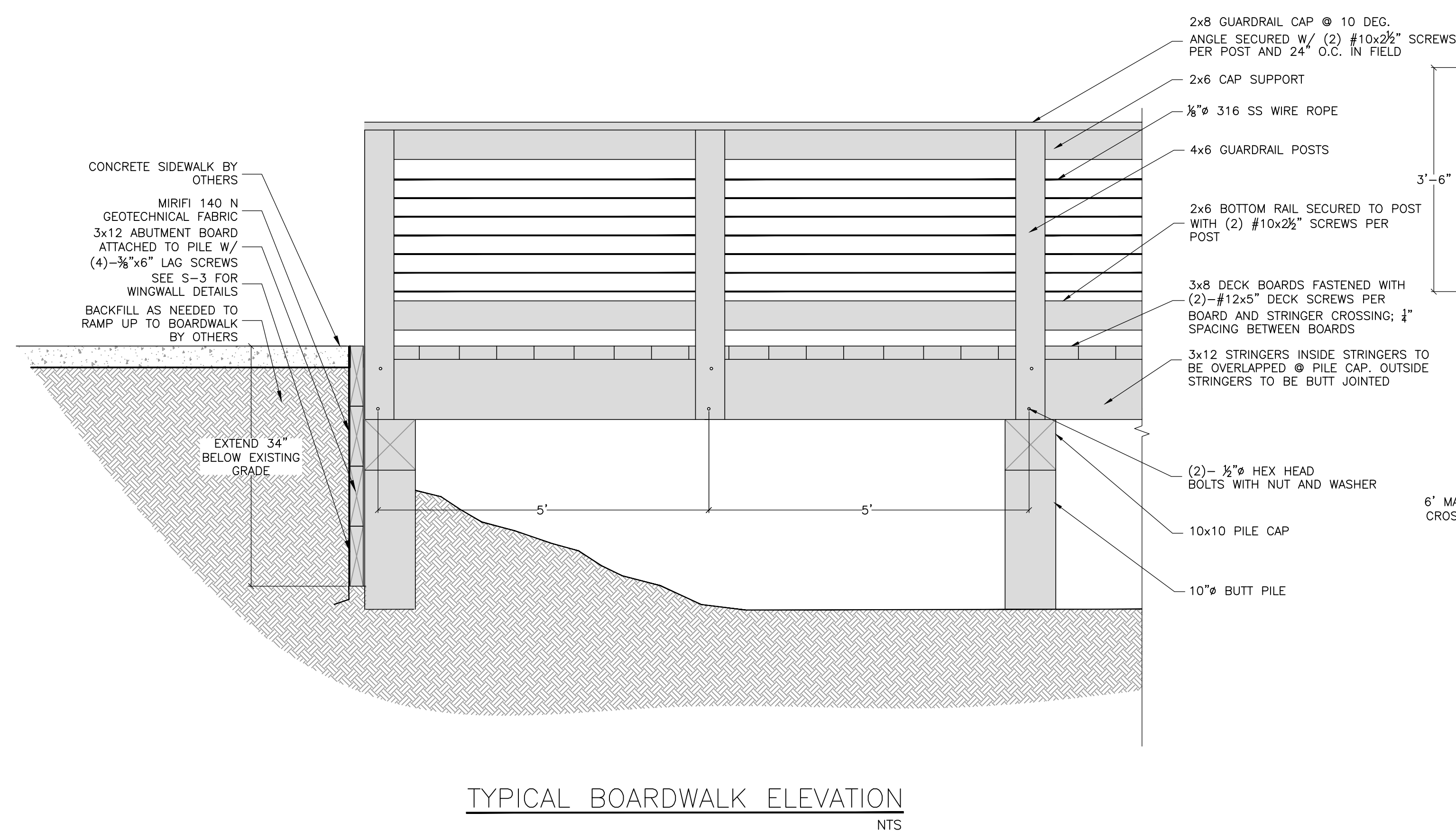
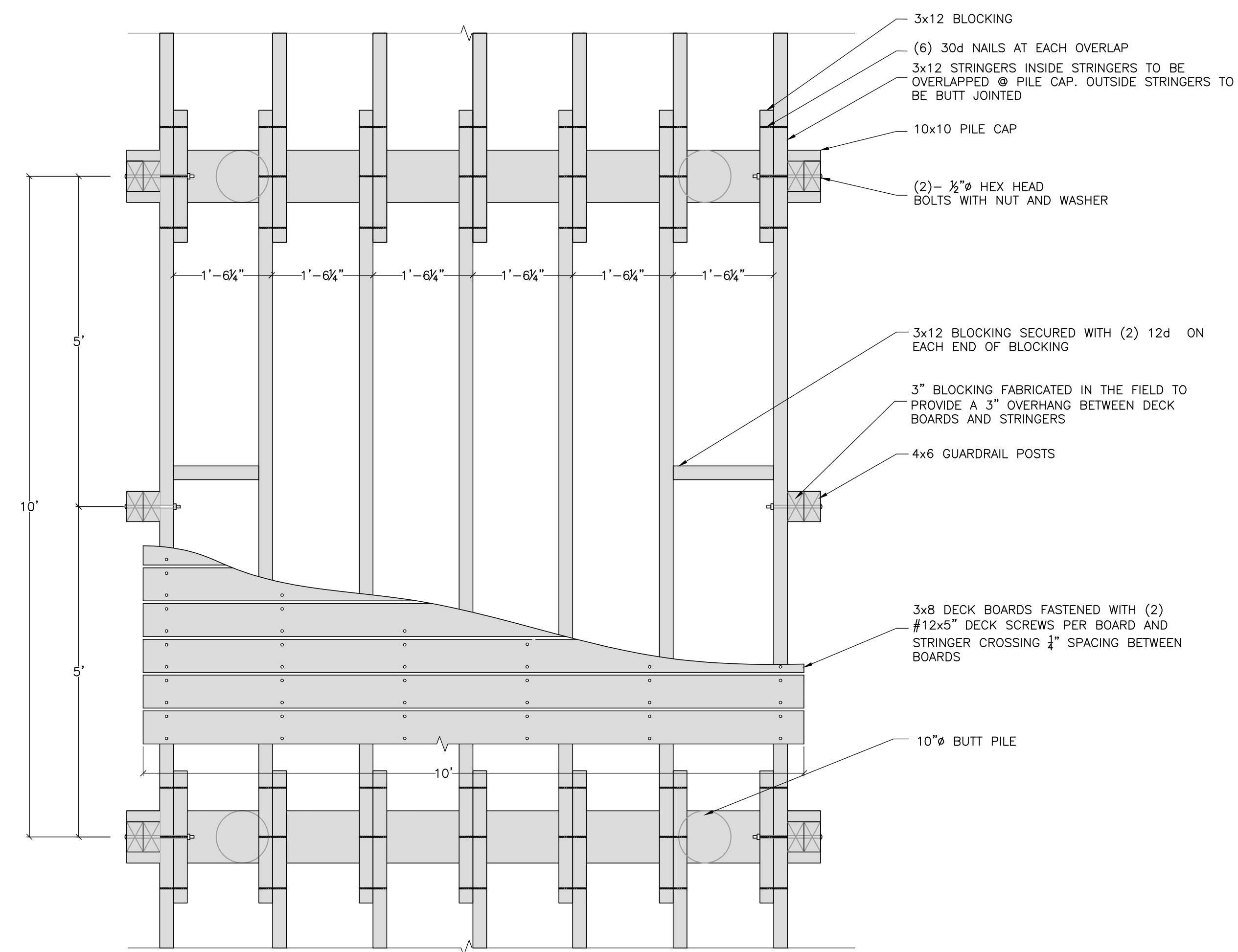
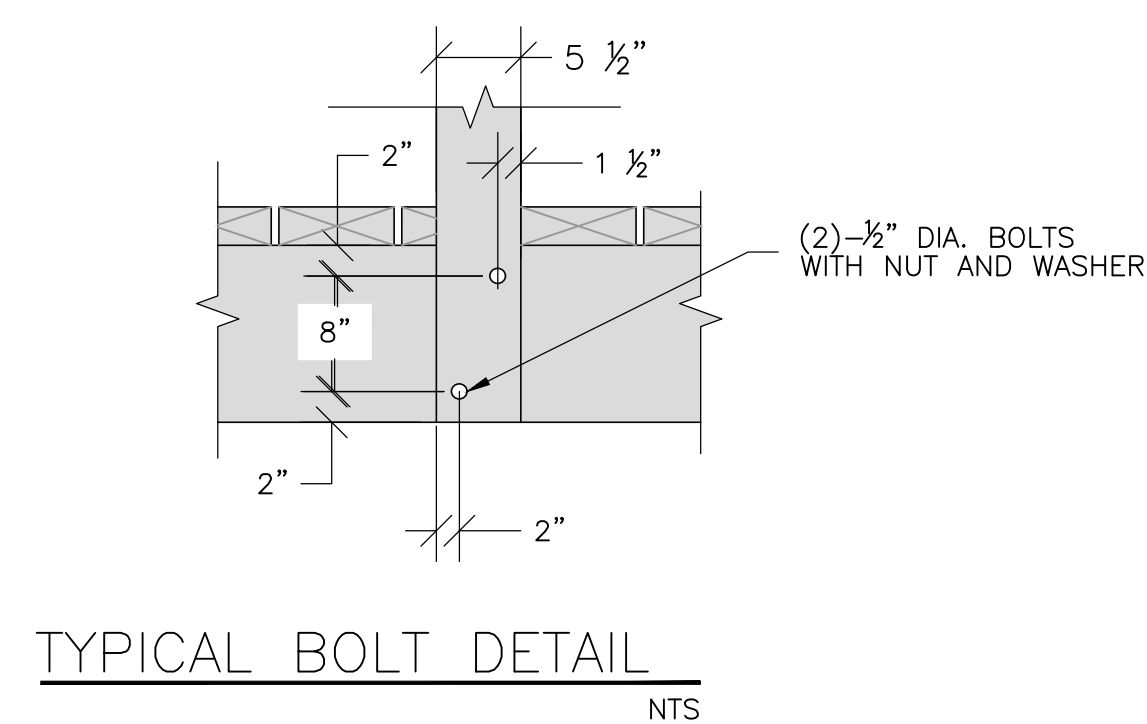
J. D. James Inc. will not be responsible for the location of, damage to, or moving of any electronics, electric power, phone, water, cable, (or any other utility), or any other obstacles necessary to be moved or relocated in order to complete the assigned work. All underground damage is the responsibility of the General Contractor or Owner if any damage occurs in the path of an approved location.

^{*1} Pressure treated southern yellow pine.

^{*2} Hot dipped Galvanized.

^{*3} Stainless Steel.





DRAWN BY: LK	DATE: 02/23/24	REVISION DATE: 05/28/24	REVISION:
REVIEWED BY: MP	DATE: 02/23/24	REVISION DATE:	REVISION:
		REVISION: PER NATURE BRIDGES COMMENTS	
		REVISION DATE:	
		REVISION:	

PEG PARKER
ENGINEERING
GROUP
1664-1 METROPOLITAN CIRCLE
TALLAHASSEE, FL 32308 PHONE: (850) 877-8400
MATTHEW PARKER P.E.# 58724 RY#4314

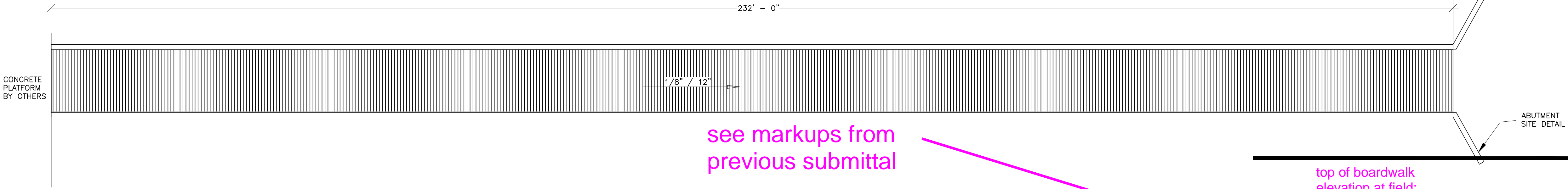
VALLE CRUCIS SCHOOL,
NC,28691

NATURE BRIDGES, INC.
1586 SEVEN BRIDGES RD.
MONTICELLO, FL 32344

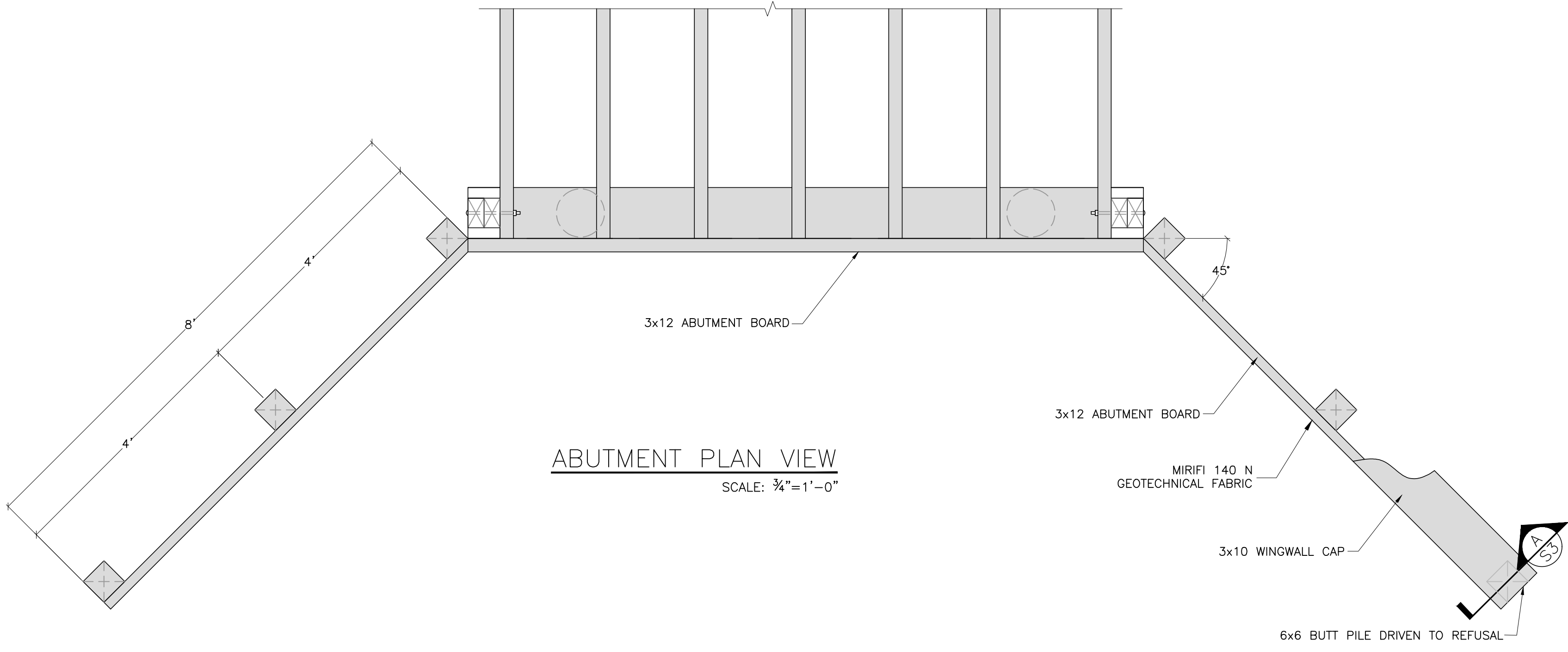


TYPICAL
BOARDWALK
DETAILS

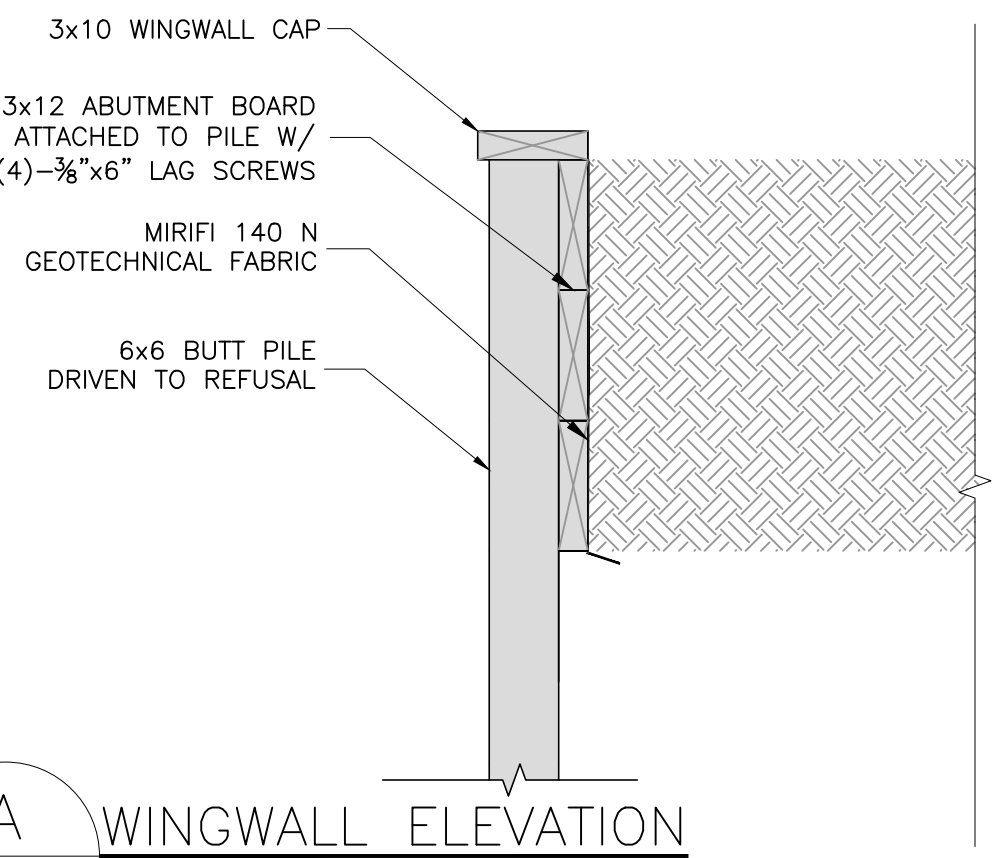
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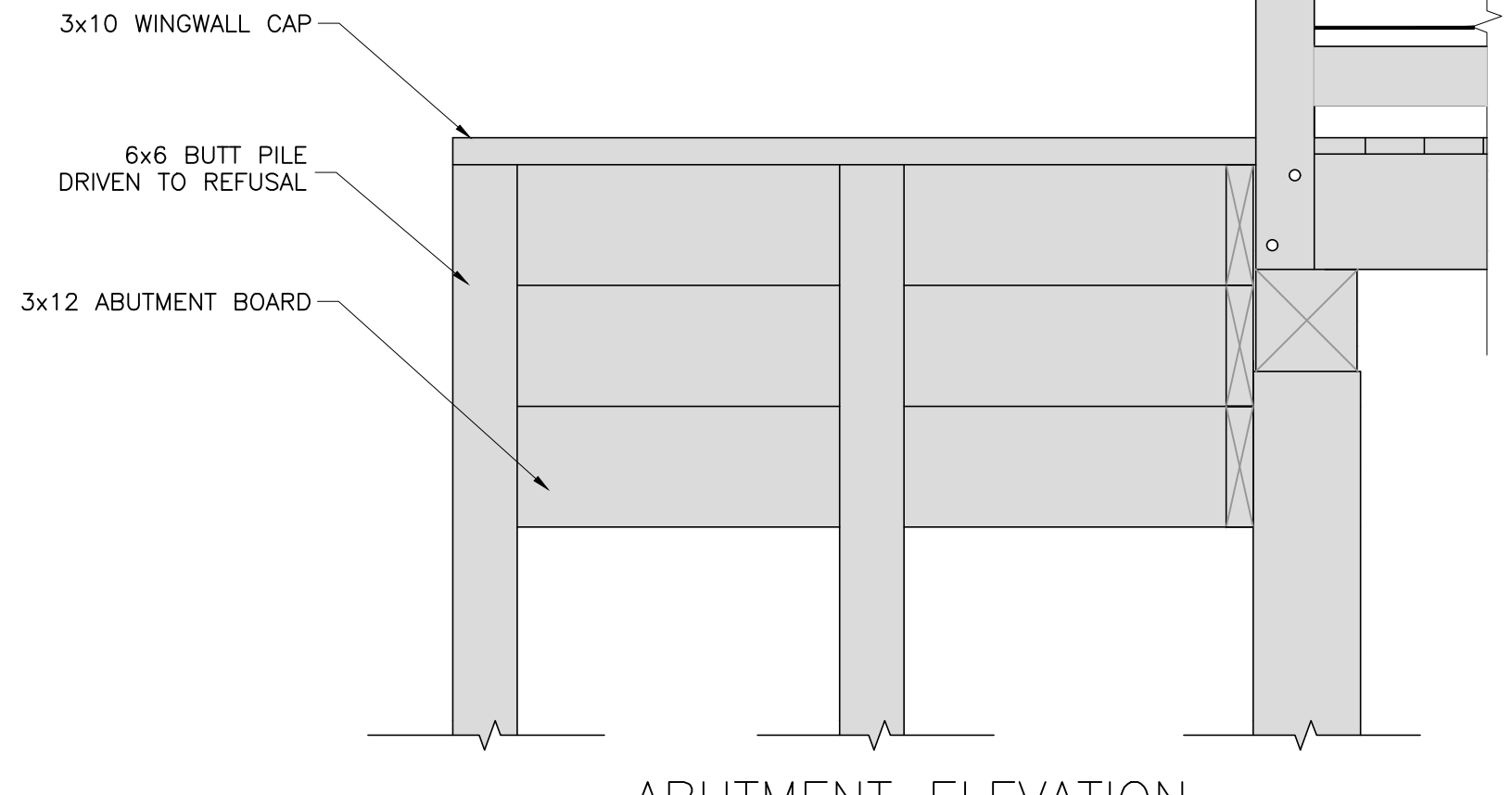
SITE PLAN
SCALE: 3/4"=1'-0"



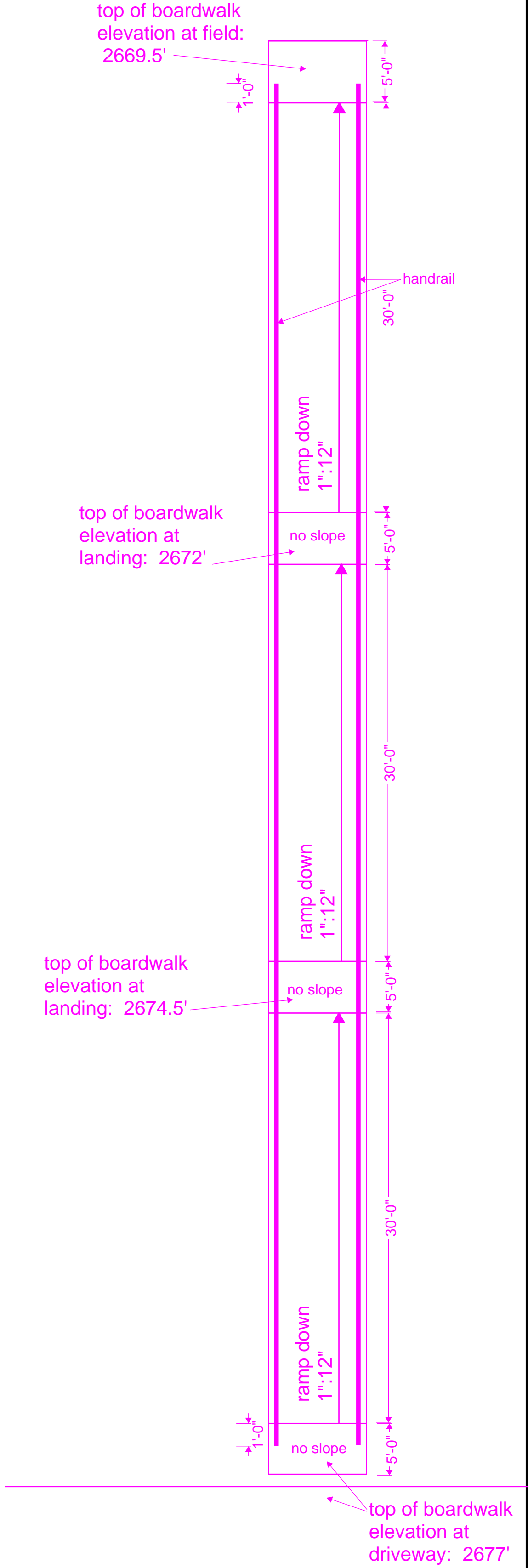
ABUTMENT PLAN VIEW
SCALE: 3/4"=1'-0"



A
S-3 WINGWALL ELEVATION
SCALE: 3/4"=1'-0"



ABUTMENT ELEVATION
SCALE: 3/4"=1'-0"



PEG
PARKER
ENGINEERING
GROUP
1664-1 METROPOLITAN CIRCLE
TALLAHASSEE, FL 32308 PHONE: (850) 877-8400
MATTHEW PARKER P.E.# 58724 RY#4314

VALLE CRUCIS SCHOOL,
NC, 28691

NATURE BRIDGES, INC.
1586 SEVEN BRIDGES RD.
MONTICELLO, FL 32344



ABUTMENT/
WINGWALL
DETAILS

S-3



Change Order Proposal

Project: Valle Crucis School

COR #: 94

Date: 9.4.24

Description of Change: Change NB fitting to anti vortex on tank.

H&M Material:

1. Total Cost of Materials (Attach Backup)		0.00
2. Sales Tax	6.75%	0.00
3. Overhead & Profit	15%	0.00

Subtotals

0.00

H&M Labor:

4. Total Man Hour Cost (Attach Backup)		90.00
5. Labor Burden (Enter Percentage)	41%	36.90
6. Overhead & Profit	15%	19.04

145.94

H&M Equipment Rental:

7. Equipment / Equipment Rental (Attach Backup)		0.00
8. Overhead & Profit	15%	0.00

0.00

H&M Unit Prices:

9. Unit Price (If Applicable)		0.00
-------------------------------	--	------

0.00

H&M Subcontractors:

10. Subcontractor (Attach Subcontractor Backup)		2,135.00
11. Overhead & Profit (On Subcontractors)	10%	0.00

2,135.00

Grand Subtotal = 2,280.94

13. P&P Bonds (On Grand Subtotal)	2%	0.00
-----------------------------------	----	------

Total of Proposal = 2,280.94

Time Extension Request:

0 Days

Schedule Activity # Affected

Does this effect the critical path?

No

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Eric Jones / VP _____

Date: _____

Owner/Architect _____

Date: _____



H&M
CONSTRUCTORS
A Division of MB HAYNES Corporation

Change Order Details

Project: Valle Crucis School

COR #: 94

Date: 9.4.24

Description of Change: Change NB fitting to anti vortex on tank.

H&M MATERIALS

H&M LABOR

QTY	DESCRIPTION	UNIT	TOTAL	MAN HRS	DESCRIPTION	RATE	LABOR COST
			\$0.00	2.00	plumber	\$45.00	\$90.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
	MATERIAL SUBTOTAL:		\$0.00		LABOR SUBTOTAL:		\$90.00

H&M EQUIPMENT RENTAL

H&M SUBCONTRACTOR COSTS (SEE ATTACHED)

<u>QTY</u>	<u>DESCRIPTION</u>	<u>RATE</u>	<u>TOTAL</u>	<u>DESCRIPTION</u>		<u>COST</u>
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00

	EQUIPMENT SUBTOTAL:			\$0.00	SUBCONTRACT SUBTOTAL:			\$0.00



Tank Depot
Ryan Cottle

QUOTE

DATE September 4, 2024
EXPIRATION DATE September 19, 2024

rcottle@tank-depot.com

Shipping: [Valle Crucis](#)
Nathan Whiddon Cell: (828) 776-1859
nwhiddon@h-mconstructors.com

taxes added on cover
sheet

Ryan Cottle				
QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00		6" Flange to Vortex breaker	\$ 2,000.00	\$ 2,000.00
		shipping included. Customer to install.		\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			SUBTOTAL	\$ 2,000.00
			SHIPPING	
			SALES TAX	
			TOTAL	\$ 2,000.00



Change Order Proposal

Project: Valle Crucis School

COR #: 102

Date: 11/12/2024

Description of Change: Credit for 8 downspout boots

H&M Material:

1. Total Cost of Materials (Attach Backup)		(2,803.60)	
2. Sales Tax	6.75%	(189.24)	
3. Overhead & Profit	15%	(448.93)	(3,441.77)

H&M Labor:

4. Total Man Hour Cost (Attach Backup)		(180.00)	
5. Labor Burden (Enter Percentage)	41%	(73.80)	
6. Overhead & Profit	15%	(38.07)	(291.87)

H&M Equipment Rental:

7. Equipment / Equipment Rental (Attach Backup)		0.00	
8. Overhead & Profit	15%	0.00	0.00

H&M Unit Prices:

9. Unit Price (If Applicable)		0.00	0.00
-------------------------------	--	------	------

H&M Subcontractors:

10. Subcontractor (Attach Subcontractor Backup)		0.00	
11. Overhead & Profit (On Subcontractors)	10%	0.00	0.00

Grand Subtotal = (3,733.64)

13. P&P Bonds (On Grand Subtotal)	2%	(74.67)	
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Total of Proposal = (3,808.31)

Time Extension Request:

0 Days

Schedule Activity # Affected

Does this effect the critical path?

No

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Eric Jones / VP _____

Date: _____

Owner/Architect _____

Date: _____



Change Order Details

137

	EQUIPMENT SUBTOTAL:	\$0.00	SUBCONTRACT SUBTOTAL:	\$0.00

QUOTE #: 111224-0926

PROJECT NAME: Project Name

COMPANY NAME: H and M Constructors

PHONE: (828) 776-1859

QUOTE DATE: 11/12/2024

EMAIL: nwhiddon@h-mconstructors.com

BID DATE: 11/12/2024

ATTN: nathan

QTY	UNIT	DESCRIPTION	LEAD TIME	UNIT COST	AMOUNT
1	EA	A-4616BX Cast Iron Downspout Boots - Uncoated Angular, 4" x 6" Top Bell, 16" Long, 4 7/8 Outlet, No Cleanout (Optional) Coating	4-5 weeks	\$350.45	\$350.45
1	EA			\$0.00	\$0.00
1	EA	A-4624C Cast Iron Downspout Boots - Uncoated Angular, 4" x 6" Top Bell, 24" Long, 5 7/8 Outlet, With Cleanout (Optional) Coating	STOCK	\$395.97	\$395.97
1	EA			\$0.00	\$0.00

SHIPPING NOTES

Freight: 187 Deaverview Rd., Asheville, North Carolina 28806

SHIPPING

\$200.00

Pricing excludes all applicable taxes.

If tax exempt, certificate must be provided.

Quotes based on above quantities; any changes will affect pricing.

QUOTED BY: Clay Bisceglia

CONTACT: clay@jr hoe.com

phone: 502-356-7996

OTHER J.R. HOE BRANDS:

DOWNSPOUTBOOTS.COM

BOLLARDSUSA.COM

TRASHRACKS.COM

EVERGRATE.COM

THANK YOU FOR YOUR BUSINESS!



Change Order Proposal

Project: Valle Crucis School

COR #: 103

Date: 11/21/2024

Description of Change: Additional 2 volleyball sleeves per sheet A707B

H&M Material:

1. Total Cost of Materials (Attach Backup)		0.00	Subtotals
2. Sales Tax	6.75%	0.00	
3. Overhead & Profit	15%	0.00	
			0.00

H&M Labor:

4. Total Man Hour Cost (Attach Backup)		0.00	
5. Labor Burden (Enter Percentage)	41%	0.00	
6. Overhead & Profit	15%	0.00	
			0.00

H&M Equipment Rental:

7. Equipment / Equipment Rental (Attach Backup)		0.00	
8. Overhead & Profit	15%	0.00	
			0.00

H&M Unit Prices:

9. Unit Price (If Applicable)		0.00	0.00
-------------------------------	--	------	------

H&M Subcontractors:

10. Subcontractor (Attach Subcontractor Backup)		2,507.24	
11. Overhead & Profit (On Subcontractors)	10%	250.72	
			2,757.96

Grand Subtotal = 2,757.96

13. P&P Bonds (On Grand Subtotal)	2%	55.16	
-----------------------------------	----	-------	--

Total of Proposal = 2,813.12

Time Extension Request:

0 Days

Schedule Activity # Affected

Does this effect the critical path?

No

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Eric Jones / VP _____

Date: _____

Owner/Architect _____

Date: _____

Blankenship Associates

Change Order Proposal

Project: Valle Crucis School

COR #: 12

Date: 11/21/2024

Description of Change: Adding 2 volleyball sleeves and caps. Installer to core drill 2 holes and install sleeves in non-shrink grout at correct elevation. Provide caps but installed by others.

Material:

1. Total Cost of Materials (Attach Backup)		<u>\$449.00</u>	Subtotals
2. Sales Tax	6.75%	<u>\$30.31</u>	
3. Overhead & Profit	10%	<u>\$47.93</u>	
			\$527.24

Labor:

4. Total Man Hour Cost (Attach Backup)		<u>\$0.00</u>	
5. Labor Burden (35% is Allowed)	35%	<u>\$0.00</u>	
6. Overhead & Profit	10%	<u>\$0.00</u>	
			\$0.00

Equipment Rental:

7. Equipment / Equipment Rental (Attach Backup)		<u>\$0.00</u>	
8. Overhead & Profit	10%	<u>\$0.00</u>	
			\$0.00

Unit Prices:

9. Unit Price (If Applicable)		<u>\$0.00</u>	\$0.00
-------------------------------	--	---------------	---------------

Subcontractors:

10. Subcontractor (Attach Subcontractor Backup)		<u>\$1,800.00</u>	
11. Overhead & Profit (On Subcontractors)	10%	<u>\$180.00</u>	
			\$1,980.00

work has been subcontracted out by Blankenship. This includes labor, equipment and travel for extra trip necessary. NW/HM

Grand Subtotal =		\$2,507.24
13. Bond If Required (On Grand Subtotal)	0%	<u>\$0.00</u>

Total of Proposal = \$2,507.24

Time Extension Request:

5 Days

Schedule Activity # Affected

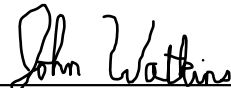
0

Does this effect the critical path?

No

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Subcontractor



Date: 11/21/2024

Gymnasium Equipment Quote



411 S. Pearl St. Spiceland, IN 47385
765-987-7999 www.ProgressiveSCG.com

Date: 11/20/2024
Quote # G96974R-11/21/2024

Prices on this quote only valid for this project and order must reference quote number to get these prices.

To: BLANKENSHIP ASSOCIATES INC : 31532A
PO BOX 30425
RALEIGH, NC 27622

Job: Valle Crucis School
2736 Broadstone Road
Banner Elk NC 28604

Qty	Part No.	Item Description	Unit Price	Ext'd Price
2	501006	3-1/2 Inch Floor Sleeve	\$45.00	\$90.00
2	501035	Locking Brass Cover	\$153.00	\$306.00
0			\$0.00	\$0.00
0	NOTE	Can ship as soon as 11/22/24 0 below are expedited shipping options and associated charges	\$0.00	\$0.00
0		Fed Ex First Overnight - Weekday Delivery \$493	\$0.00	\$0.00
0		Fed Ex Priority - Weekday Delivery \$119	\$0.00	\$0.00
0		Fed Ex 2Day - \$53	\$0.00	\$0.00
0		Fed Ex Express Saver - \$52	\$0.00	\$0.00

Quote is based on take-off or other information entered or provided by dealer/customer and the accuracy of the take-off and other information is the responsibility of the dealer/customer.

Dealer/customer should carefully review quotation because it is only for items and quantities listed. Prices shown are applicable only to this quotation and should not be considered valid for additional orders or revisions, without prior written consent from Draper, Inc.

Prices do not include installation, electrical hook up, insurance, state or local taxes, duty or custom charges.

Quote is subject to change upon determination of final project requirements and actual field conditions.

Shipping And handling quoted Is based On shipment Of listed items within 12 months Of quote Date. Ancillary items such As inside delivery, reconsignment, lift - gate service Or guaranteed delivery are Not included.

Prices are FOB JOB-SITE - One Shipment, One Point

Quote Expires: 2/20/2025

Prices good for shipment by: 11/20/2025

Material Total	\$396.00
Shipping & Handling	\$19.00
Total	\$415.00

Quoted by: Draper's Online Gym Equipment
Quote Application

Sales person: Neal Turner

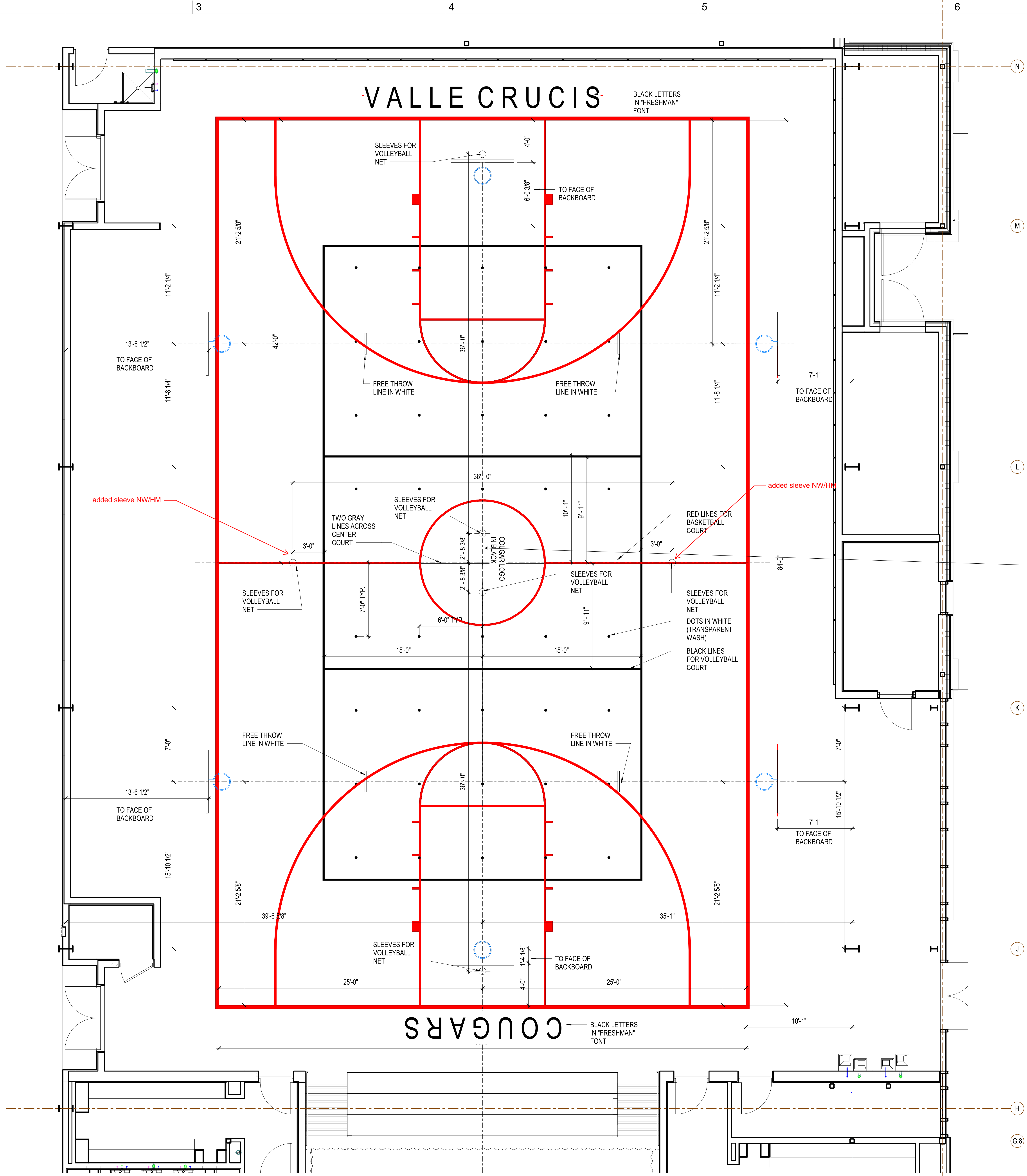
6/19/2024 1:46:23 PM
C:\New Projects\59350_VC_21_Eve_Senior.sxd

A2
A707B

BASKETBALL COURT LAYOUT

1/4" = 1'-0"

REF A1/A104



WATAUGA COUNTY
VALLE CRUCIS SCHOOL

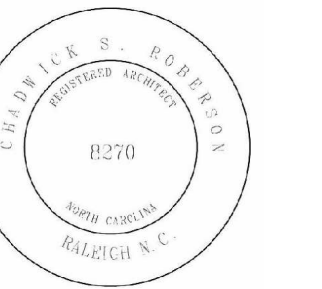
BROADSTONE ROAD
VALLE CRUCIS, NC

DESIGNER
CLARK NEXSEN
301 COLLEGE STREET, SUITE 300
ASHEVILLE, NORTH CAROLINA 28801
828-232-0608

CORPORATE SEAL



PROFESSIONAL SEAL



SUBMITTAL
08.01.2022

REVISIONS

18	06.07.24	REVISION 18

KEY PLAN

SHEET
BASKETBALL COURT LAYOUT

A707B

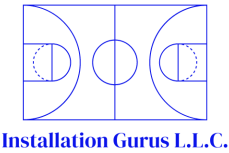
DESIGN: Designer
DRAWN: Author
REVIEW: Checker

CN 9390

ESTIMATE

Installation Gurus L.L.C.
805 Young Mill Rd.
Lexington, NC 27292

info@installationgurusllc.com



Bill to
Blankenship Associates
PO Box 30425
Raleigh
NC
27622
USA

Ship to
Blankenship Associates
PO Box 30425
Raleigh
NC
27622
USA

Estimate details
Estimate no.: 1001
Estimate date: 11/21/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Valle	Remobilization and installation of one pair of volleyball sleeves.	1	\$1,800.00	\$1,800.00
Total						\$1,800.00

Accepted date

Accepted by



Change Order Proposal

Project: Valle Crucis School

COR #: 120

Date: 2.10.25

Description of Change: Add sprinkler head to soffit outside kitchen in corridor A

H&M Material:

1. Total Cost of Materials (Attach Backup)		0.00	Subtotals
2. Sales Tax	6.75%	0.00	
3. Overhead & Profit	15%	0.00	
			0.00

H&M Labor:

4. Total Man Hour Cost (Attach Backup)		0.00	
5. Labor Burden (Enter Percentage)	41%	0.00	
6. Overhead & Profit	15%	0.00	
			0.00

H&M Equipment Rental:

7. Equipment / Equipment Rental (Attach Backup)		0.00	
8. Overhead & Profit	15%	0.00	
			0.00

H&M Unit Prices:

9. Unit Price (If Applicable)		0.00	0.00
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H&M Subcontractors:

10. Subcontractor (Attach Subcontractor Backup)		382.88	
11. Overhead & Profit (On Subcontractors)	10%	38.29	
			421.17

Grand Subtotal = 421.17

13. P&P Bonds (On Grand Subtotal)	2%	8.42	
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Total of Proposal = 429.59

Time Extension Request:

0 Days

Schedule Activity # Affected

Does this effect the critical path?

No

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Eric Jones / VP _____

Date: _____

Owner/Architect _____

Date: _____

Fifth Element Fire Protection, LLC**Change Order Proposal**

Project: Valle Crucis School

COR #: 4

Date: 2/6/2025

Description of Change: notes requested by the architect in their review, received from ClarkNexsen on 7/17/23.

Material:			Subtotals
1. Total Cost of Materials (Attach Backup)		\$37.73	
2. Sales Tax	6.75%	\$2.55	
3. Overhead & Profit	10%	\$4.03	\$44.30
Labor:			
4. Total Man Hour Cost (Attach Backup)		\$228.00	
5. Labor Burden (35% is Allowed)	35%	\$79.80	
6. Overhead & Profit	10%	\$30.78	\$338.58
Equipment Rental:			
7. Equipment / Equipment Rental (Attach Backup)		\$0.00	
8. Overhead & Profit	10%	\$0.00	\$0.00
Unit Prices:			
9. Unit Price (If Applicable)		\$0.00	\$0.00
Subcontractors:			
10. Subcontractor (Attach Subcontractor Backup)		\$0.00	
11. Overhead & Profit (On Subcontractors)	10%	\$0.00	\$0.00
		Grand Subtotal =	\$382.88
13. Bond If Required (On Grand Subtotal)	0%	\$0.00	
		Total of Proposal =	\$382.88

Time Extension Request:

0 Days

Schedule Activity # Affected

0

Does this effect the critical path?

No

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Subcontractor _____

Date: _____



Fifth Element Fire Protection, LLC

P.O. Box 339

Barnardsville, NC 28709

828 658-1641, fax 828 658-1649

abroughton@fifthelementfireprotection.com

February 6, 2025

H&M Constructors

PO Box 16589

Asheville, NC 28816

Attn: Eric Jones – Project Manager – ejones@h-mconstructors.com

Ref: - Valle Crucis School, Broadstone Rd, Valle Cruces, NC

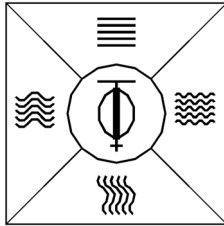
Fire Protection Change Order Request #04 REV. 2-6-25:

Fifth Element Fire Protection, LLC requests a change order in the amount of **Three Hundred Eighty Two Dollars and Eighty Eight Cents (\$382.88)** for adding a new sprinkler head in a new soffit outside of kitchen in corridor Area A. Pricing includes material and installation labor for the above referenced project. The materials and installation will be in compliance with the standard of NFPA pamphlet #13, NCIFC and Local Fire Marshal.

Please call this office if you have any questions or if you need any further information.

Sincerely,

Anthony D. Broughton, Manager



Fifth Element Fire Protection, LLC

P.O. Box 339

Barnardsville, NC 28709

Voice: 828 658-1641 Fax: 828 658-1649

www.fifthelementfireprotection.com

February 6, 2025

H&M Constructors
PO Box 16589
Asheville, NC 28816

Attn: Eric Jones – Project Manager – ejones@h-mconstructors.com

Ref: Valle Cruis School, Broadstone Rd, Valle Cruis, NC

Fire Protection Change Order #04 REV. 02-06-2025:

Labor rates and hours:

Install crew:

\$26/hr Foreman

\$24.50/hr Fitter

\$17.50/hr. Helper

Install Labor:

10 hours x \$68.00 = \$680.00



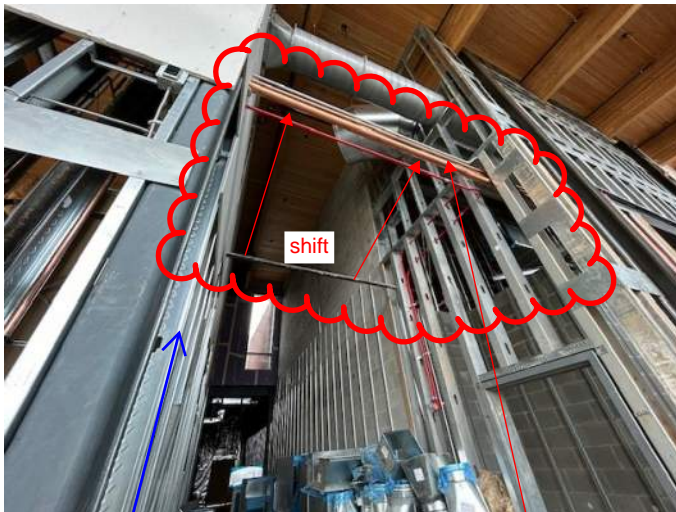
Field Report



Gym looking south: Control joint is not straight and appears to be cut. This is not acceptable. Propose how you intend to correct this.



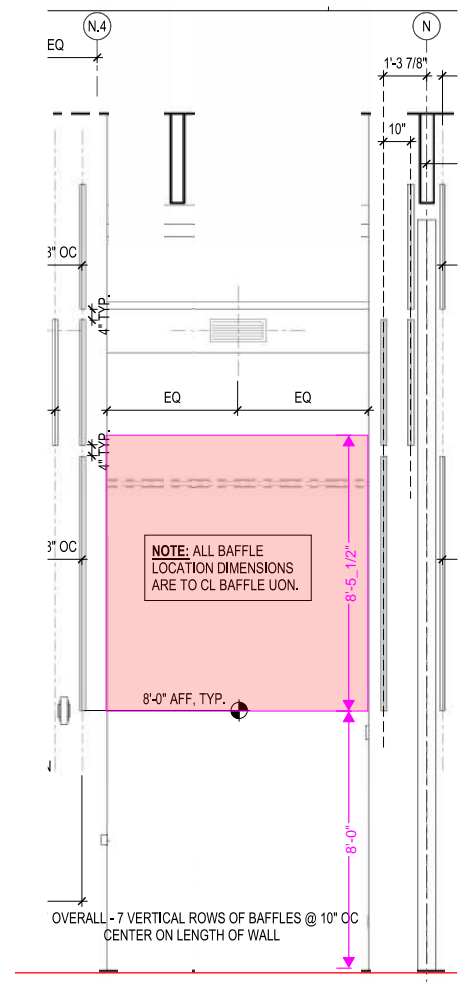
See notes to the left



Pipes, conduit, and ducts should be grouped. A white PVC jacket or gyp board enclosure should be installed around the grouped pipes and conduit. The duct should be painted to match the walls.

The extra sprinkler head is due to the soffit we installed in response to the field report. NW/HM

Wrap conduit/pipes in a white pvc spiral jacket
OR
provide gyp board enclosure to hide pipe/conduit. align at the top and bottom with the similar enclosure shown on 1/A716.





Change Order Proposal

Project: Valle Crucis School

COR #: **124**

Date: **3.31.25**

Description of Change: Fry Reglet and Base Credit

H&M Material:

1. Total Cost of Materials (Attach Backup)		(8,450.20)	
2. Sales Tax	6.75%	(570.39)	
3. Overhead & Profit	15%	(1,353.09)	(10,373.68)

H&M Labor:

4. Total Man Hour Cost (Attach Backup)		(15,600.00)	
5. Labor Burden (Enter Percentage)	41%	(6,396.00)	
6. Overhead & Profit	15%	(3,299.40)	(25,295.40)

H&M Equipment Rental:

7. Equipment / Equipment Rental (Attach Backup)		0.00	
8. Overhead & Profit	15%	0.00	0.00

H&M Unit Prices:

9. Unit Price (If Applicable)		0.00	0.00
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H&M Subcontractors:

10. Subcontractor (Attach Subcontractor Backup)		8,656.76	
11. Overhead & Profit (On Subcontractors)	10%	865.68	9,522.44

Grand Subtotal = (26,146.64)

13. P&P Bonds (On Grand Subtotal)	2%	(522.93)	
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Total of Proposal = (26,669.57)

Time Extension Request:

0 Days

Schedule Activity # Affected

Does this effect the critical path?

No

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Eric Jones / VP _____

Date: _____

Owner/Architect _____

Date: _____

New River Building Supply - Boone
PO Box 2960

Boone, NC 28607
PHONE: (828) 264-5650

SOLD TO:

H & M CONSTRUCTORS
A DIV OF MB HAYNES CORP
187 DEAVERVIEW RD
ASHEVILLE NC 28806

SHIP TO:

VALLE CRUCIS SCHOOL

NC 28806

CUST NO: 1245
TERMS: NET 10TH

DATE: 12/11/24
CLERK: 53
SALESPERSON: 53
TAX: 195
TIME: 4:33
TERMINAL: 554
PERRY YATES
WATAUGA - NC

REFERENCE:
JOB NO: 002

EXPIRATION DATE: 2/16/25

QUOTATION: 59573

ESTIMATE: 59573 /1

LINE	QTY	UM	SKU	DESCRIPTION	UNITS	SUGG	PRICE/	PER	EXTENSION	
1	157	EA	1416PRIMED	1X4-16 PRIMED FJ PINE	157		9.095	/EA	1,427.92	
2	1	EA	ODE	DELIVERY CHARGES	1		35.00	/EA	35.00	
3				IN STOCK. WILL HAVE TO QUOTE						
4				THE OTHER TRIM.						
REPRINT										

TAXABLE 1462.92
NON-TAXABLE 0.00
SUBTOTAL 1462.92

TAX AMOUNT 98.75

TOTAL 1561.67

124500259573E310014

TOT WT: 0.00

X _____
Received By



P.O. Box 16589
Asheville, NC 28816

PURCHASE ORDERREQ. DATE 1.16.25

DUE DATE _____

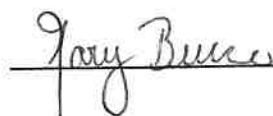
REQ. BY Nathan WhiddonVENDOR L&W SupplyPO# 284517JOB NAME Valle Crucis School120 Tavistock Rd. Arden, NC 28704828-681-8812JOB NUMBER 06B0000313CODE NUMBER 9.250 S

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
270	5/8" X 1/2" X 10' Fry Reglet Drywall Z Reveal Chemical		6,534.00
	Freight		350.00
	Freight Surcharge		103.26
	Total		6,987.26
	Taxes		489.12
	TOTAL		\$7,476.38

H&M CONSTRUCTORS

L&W Supply

Date _____


Date 1/16/25

Carpet Queen

Project: Valle Crucis School

COR #: 1

Date: 3/31/2024

Additional Cove Base needed in lieu of base

Material:

1. Total Cost of Materials (Attach Backup)		<u>\$2,665.84</u>	Subtotals
2. Sales Tax	6.75%	<u>\$179.94</u>	
3. Overhead & Profit	10%	<u>\$284.58</u>	\$3,130.36

Labor:

4. Total Man Hour Cost (Attach Backup)		<u>\$5,200.80</u>	
5. Labor Burden (35% is Allowed)	35%	<u>\$0.00</u>	
6. Overhead & Profit	10%	<u>\$520.08</u>	\$5,720.88

Equipment Rental:

7. Equipment / Equipment Rental (Attach Backup)		<u>\$0.00</u>	
8. Overhead & Profit	10%	<u>\$0.00</u>	\$0.00

Unit Prices:

9. Unit Price (If Applicable)		<u>\$0.00</u>	\$0.00
-------------------------------	--	---------------	---------------

Subcontractors:

10. Subcontractor (Attach Subcontractor Backup)		<u>\$0.00</u>	
11. Overhead & Profit (On Subcontractors)	10%	<u>\$0.00</u>	\$0.00

Grand Subtotal = \$8,851.24

13. Bond If Required (On Grand Subtotal)	0%	<u>\$0.00</u>	
--	----	---------------	--

Total of Proposal = \$8,851.24

Time Extension Request:

3 Days

Schedule Activity # Affected

0

Does this effect the critical path?

No

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Subcontractor

Dave Dange

Date: 3/31/2025

Carpet Queen							
Project: Valle Crucis School				COR #:		1	
SCO #: 1							
				Date:		3/31/2024	
Additional Cove Base needed in lieu of base							
MATERIALS				LABOR			
QTY	DESCRIPTION	UNIT	TOTAL	MAN HRS	DESCRIPTION	RATE	LABOR COST
2640.00	Resilient Base	LF	\$2,640.00		Project Manager (per LF)	\$0.55	\$1,452.00
			\$0.00		Foreman (per LF)	\$0.46	\$1,214.40
			\$0.00		Installers (per LF)	\$0.96	\$2,534.40
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
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Flooring Solutions

7110 EXPO DR STE A
CHARLOTTE, NC 28269
Phone 704-599-9956 Fax 704-599-9975



052025 BCC Meeting

Quotation

REQUESTED DATE	QUOTE NUMBER
03/26/2025	S8643152
7110 EXPO DR STE A CHARLOTTE, NC 28269 Phone 704-599-9956 Fax 704-599-9975	
PAGE NO. 1 of 2	

QUOTE TO:

DEVENDERJEET S "DAVE" DANG
dba CARPET QUEEN
801 W INNES ST
SALISBURY, NC 28144-4151
704-633-5951

SHIP TO:

DEVENDERJEET S "DAVE" DANG
C/O VALLE CRUCIS SCHOOL
2736 BROADSTONE RD
BANNER ELK, NC 28604
704-633-5951

CUSTOMER #	CUSTOMER PO	JOB NAME / RELEASE #	ORDERED BY	SALESPERSON
20817	QUOTE - VALLE		DAVE	Michael Swoope
SHIP VIA	TERMS	SHIP DATE	EXPIRATION DATE	WRITER
12-MOUNTAIN	NET 30	04/24/2025	04/26/2025	Karen Vahldieck #1612
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
	SHIPPING INSTRUCTIONS ***JOB-SITE DELIVERY*** RECEIVING HOURS: ***** P.O.C. ???			
22ct	JOHN TSB-TB1 4x120 1/8 RL 120'		113.220/ct	2490.84
	BASEWORKS THERMOSET RUBBER COVE			
	PEPPERCORN			
	* Special Order Item *			
1ea	JOB SITE DELIVERY CHARGE		175.000/ea	175.00
	*** This Bid is based on a Single Shipment to our Local Delivery Area. *** Please Allow up to 14-16 Weeks for Delivery. *** Prices are good through 4/26/2025. *** Thank you for the opportunity to bid on this order! *** Please use the reference (S#) when placing your order to receive this			

** Continued on Next Page **



Quotation

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
04/26/2025	S8643152	2 of 2

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	pricing.		

Prices shown are firm for thirty (30) days and subject to change without notice after thirty (30) days. We are not responsible for customer pricing errors. Possession of this quotation does not constitute an order to sell. Any applicable taxes, duties or fees are extra.

Subtotal	2665.84
S&H Charges	0.00
Amount Due	2665.84



Change Order Proposal

Project: Valle Crucis School

COR #: 132

Date: 4.9.25

Description of Change: Switch SK-2 faucet per RFI 439

H&M Material:

1. Total Cost of Materials (Attach Backup)		0.00	Subtotals
2. Sales Tax	6.75%	0.00	
3. Overhead & Profit	15%	0.00	
			0.00

H&M Labor:

4. Total Man Hour Cost (Attach Backup)		0.00	
5. Labor Burden (Enter Percentage)	41%	0.00	
6. Overhead & Profit	15%	0.00	
			0.00

H&M Equipment Rental:

7. Equipment / Equipment Rental (Attach Backup)		0.00	
8. Overhead & Profit	15%	0.00	
			0.00

H&M Unit Prices:

9. Unit Price (If Applicable)		0.00	0.00
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H&M Subcontractors:

10. Subcontractor (Attach Subcontractor Backup)		884.09	
11. Overhead & Profit (On Subcontractors)	10%	88.41	
			972.50

Grand Subtotal = 972.50

13. P&P Bonds (On Grand Subtotal)	2%	19.45	
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Total of Proposal = 991.95

Time Extension Request:

0 Days

Schedule Activity # Affected

Does this effect the critical path?

No

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Eric Jones / VP _____

Date: _____

Owner/Architect _____

Date: _____



April 9, 2025

H&M Contractors
PO Box 16589
Asheville NC 28816

Attention: Eric Jones

**Reference: Valle Crucis School
Plumbing Change Order
Revise the SK2 Faucets**

Dear Eric

The following change order is for the additional labor and materials to replace the existing SK2 Faucets with the approved same faucet used for SK3. Faucet will be a Kohler K 7505 as requested.

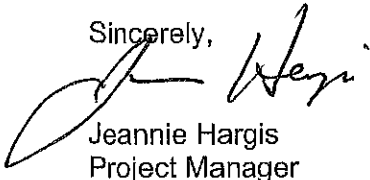
TOTAL AMOUNT OF THIS CHANGE ORDER..... 884.09 (see attached)

Please note the vendor stated that credit will be contingent on quality of boxes. I am going to send back and hope that boxes are in good enough shape. If boxes are not accepted, owner will have to absorb cost.

Please advise approvals as soon as possible. I do not have faucets on order.

Should you have questions or concerns, please do not hesitate to contact our office.

Sincerely,



Jeannie Hargis
Project Manager

Bolton Construction and Service of WNC, Inc.

If you accept the above Change Order Request, please sign/date and return.

Signature: _____ Date: _____

Subcontractor Name**Change Order Proposal**

Project Valle Crucis School

COR # **TBD**Date **4/9/2025****Revise Faucets (2) on SK2 Sinks****Material**

1 Total Cost of Materials (Attach Backup)		\$687 52	
2 Sales Tax	7 00%	\$48 13	
3 Overhead & Profit	10%	\$73 56	\$809 21

Labor

4 Total Man Hour Cost (Attach Backup)		\$38.75	
5 Labor Burden (35% is Allowed)	35%	\$13 56	
6 Overhead & Profit	10%	\$5 23	\$57 54

Equipment Rental

7 Equipment / Equipment Rental (Attach Backup)		\$0.00	
8 Overhead & Profit	10%	\$0 00	\$0.00

Unit Prices

9 Unit Price (If Applicable)		\$0.00	\$0.00
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Subcontractors.

10 Subcontractor (Attach Subcontractor Backup)		\$0.00	
11 Overhead & Profit (On Subcontractors)	10%	\$0 00	\$0.00

Grand Subtotal = \$866 75

13 Bond If Required (On Grand Subtotal)	2%	\$17 34	
---	----	----------------	--

Total of Proposal = \$884.09

Time Extension Request

0 Days

Schedule Activity # Affected

0

Does this effect the critical path?

No

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Subcontractor _____

Date _____

161

162

HAJOCA

SINCE 1959



Quotation (Reprint)

069 HAJOCA HENDERSONVILLE NC
1027 SPARTANBURG HWY
HENDERSONVILLE NC 28792-5824
828-697-8279 Fax 484-398-4107

QUOTE DATE	QUOTE NUMBER
04/07/25	S035447274
QUOTED BY	PAGE NO.
069 HAJOCA HENDERSONVILLE NC 1027 SPARTANBURG HWY HENDERSONVILLE NC 28792 5824 828-697 8279 Fax 484 398-4107	1 of 1

Printed 12 42 17 08 APR 2025

QUOTE TO
WE BOLTON CONST & SERVICES INC
PO BOX 8609
ASHEVILLE, NC 28814

SHIP TO
VALLE CRUCIS SCHOOL
2736 BROADSTONE ROAD
BANNER ELK, NC 28604-9044

828-253-3621

QUOTED FOR	CUSTOMER PURCHASE ORDER NUMBER	CUSTOMER RELEASE NUMBER	SALES PERSON	
JEANNIE	FAUCET SWAP			
ORDER	SUPPLY	TERMS	EXPIRATION DATE	FREIGHT ALLOWED
Andy Weymouth	OT OUR TRUCK	2% 10TH PROX NET 25TH	05/22/25	Yes
QUANTITY	PO# PART#	DESCRIPTION	UNIT PRICE	EST. PRICE
2ea	946960	KOHLER 7505-VS PURIST VIBRANT Stainless 1 5 GPM 1H DM SGL LEVER HDL KITCHEN FCT	493 762/ea	987 52
-2ea	2343336	SLOAN EAF-750-BAT-ISM-CP-0 35-MLM-IR-IQ-F CT	250 000/ea	-500 00
1ea	1464365	35102 RESTOCKING CHARGE * SLOAN HAS APPROVED RGA TAXES NOT INCLUDED	125 000/ea	125 00
			Subtotal	612.52
			S&H CHGS	22.13
			Bid Total	634.65

Prices contained in this quote are the prices in effect at the time of quotation and are subject to change at any time. We are not responsible for inaccurate quantity descriptions. Quantities should be checked against plans and specifications for accuracy. Special order material is non-cancellable. We are not responsible for delays not within our control.

Jeannie Hargis

From: andy weymouth@hajoca.com
Sent: Tuesday April 08, 2025 12:42 PM
To: Jeannie Hargis
Subject: Bid S035447274 PO# FAUCET SWAP
Attachments: S035447274-0001_10734.pdf

Sloan has approved the RGA, contingent on quality of the boxes)

Send me a PO and I can get this rolling for you

Thanks,

Andy

This email has been scanned for spam and viruses by Proofpoint Essentials. Visit the following link to report this email as spam

https://us2.proofpointessentials.com/app/report_spam.php?mod_id=11&mod_option=logitem&report=1&type=easyspam&k=k1&payload=53616c7465645f5f9dad94a1c14c77acbd6412f3d9a707cf3b5cc98908dfbc47c3871985e92de270f4bf5740c15427b3a28145c57b12238dedd67d19cb14434659a02ef5e49ac6a51c1d5d478290a63e13c7dc9b8c59523dd6506f06ad2c1435852ea6a13060560c2ab8e2967b7506d7f2b39da216a413d9ffccdf8f11d2093108ca3dae7cd6361550b349cc302608b52aa3a95f86d0e593231d9e452805473



H&M Constructors
 187 Deaverview Road
 Asheville, North Carolina 28806-1707
 P 828.254.6141
 F 828.254.8696

Project: 06B0000313 Valle Crucis School
 2736 Broadstone Road
 Banner Elk, North Carolina 28604

RFI #439: SK-2 Sink

Status	Open		
To	Ruth Freeman (Clark-Nexsen)	From	Nathan Whiddon (H&M Constructors)
Date Initiated	Mar 31 2025	Due Date	Apr 14, 2025
Location	Project Stage		
Cost Impact	Schedule Impact		
Spec Section	224216 Commercial Lavatories	Cost Code	
Drawing Number	Reference		
Linked Drawings			
Received From	Jeannie Hargis (Bolton Construction & Service of WNC, Inc. (Plumbing))		
Copies To	Ruth Freeman (Clark-Nexsen) Eric Jones (H&M Constructors), Eve Szentesi (Clark-Nexsen)		

Activity

Question **Question from Nathan Whiddon H&M Constructors on Monday, Mar 31 2025 at 03:36 PM EDT**
 See attached SK-2 is a double basin sink The specified and approved faucet does not swivel This will cause issues with using both sink basins Please advise

Attachments
 Valle Crucis SK 2 pdf

Awaiting an Official Response

Provide the same faucet as approved for fixture SK-3
 Faucet will be a Kohler model K-7505 single hole deck mount, swivel base pullout spout See attached data sheet at end of this document

BY Donald Bledsoe DATE April 4 2025



Change Order Proposal

Project: Valle Crucis School

COR #: 134

Date: 4.15.25

Description of Change: Lab Sink Mixing Valve

H&M Material:

1. Total Cost of Materials (Attach Backup)		0.00	Subtotals
2. Sales Tax	6.75%	0.00	
3. Overhead & Profit	15%	0.00	
			0.00

H&M Labor:

4. Total Man Hour Cost (Attach Backup)		0.00	
5. Labor Burden (Enter Percentage)	41%	0.00	
6. Overhead & Profit	15%	0.00	
			0.00

H&M Equipment Rental:

7. Equipment / Equipment Rental (Attach Backup)		0.00	
8. Overhead & Profit	15%	0.00	
			0.00

H&M Unit Prices:

9. Unit Price (If Applicable)		0.00	0.00
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H&M Subcontractors:

10. Subcontractor (Attach Subcontractor Backup)		1,526.30	
11. Overhead & Profit (On Subcontractors)	10%	152.63	
			1,678.93

Grand Subtotal = 1,678.93

13. P&P Bonds (On Grand Subtotal)	2%	33.58	
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Total of Proposal = 1,712.51

Time Extension Request:

0 Days

Schedule Activity # Affected

Does this effect the critical path?

No

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Eric Jones / VP _____

Date: _____

Owner/Architect _____

Date: _____



169 Elk Mountain Rd * PO Box 8609 * (828) 253-3621 * BoltonServiceWNC.com
Asheville NC 28804 Asheville NC 28814

April 15, 2025

H&M Contractors
PO Box 16589
Asheville NC 28816

Attention: Eric Jones

**Reference: Valle Crucis School
Plumbing Change Order
Mixing Valves for Lab Sinks**

Dear Eric

The following change order is for the additional labor and materials to install (8) mixing valve at the Lab Sinks (provided by others)

TOTAL AMOUNT OF THIS CHANGE ORDER..... \$1,526.30 (see attached)

Should you have questions or concerns, please do not hesitate to contact our office

Sincerely,

Jeannie Hargis
Project Manager

Bolton Construction and Service of WNC, Inc.

If you accept the above Change Order Request, please sign/date and return.

Signature: _____ Date: _____

Cc, Nathan Whiddon

Subcontractor Name**Change Order Proposal****Project** Valle Crucis School**COR #** **Date** **Description of Change:****Material.**

1 Total Cost of Materials (Attach Backup)		<u>\$684 65</u>	Subtotals
2 Sales Tax	7 00%	<u>\$47 93</u>	
3 Overhead & Profit	10%	<u>\$73 26</u>	
			\$805 84

Labor

4 Total Man Hour Cost (Attach Backup)		<u>\$465 00</u>	
5 Labor Burden (35% is Allowed)	35%	<u>\$162 75</u>	
6 Overhead & Profit	10%	<u>\$62 78</u>	
			\$690 53

Equipment Rental

7 Equipment / Equipment Rental (Attach Backup)		<u>\$0.00</u>	
8 Overhead & Profit	10%	<u>\$0 00</u>	
			\$0.00

Unit Prices

9 Unit Price (If Applicable)		<u>\$0.00</u>	\$0.00
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Subcontractors

10 Subcontractor (Attach Subcontractor Backup)		<u>\$0.00</u>	
11 Overhead & Profit (On Subcontractors)	10%	<u>\$0 00</u>	
			\$0.00

Grand Subtotal = **\$1,496.37**

13 Bond If Required (On Grand Subtotal)	2%	<u>\$29 93</u>	
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Total of Proposal = **\$1,526.30****Time Extension Request:** Days**Schedule Activity # Affected****Does this effect the critical path?**

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Subcontractor _____

Date _____

169

170



H&M Constructors
 187 Deaverview Road
 Asheville, North Carolina 28806-1707
 P 828.254.6141
 F 828 254.8696

Project: 06B0000313 Valle Crucis School
 2736 Broadstone Road
 Banner Elk, North Carolina 28604

RFI #441: Science Lab Mixing Valves

Status	Open		
To	Ruth Freeman (Clark-Nexsen)	From	Nathan Whiddon (H&M Constructors)
Date Initiated	Apr 4, 2025	Due Date	Apr 18 2025
Location	science lab	Project Stage	
Cost Impact		Schedule Impact	
Spec Section	224216 Commercial Lavatories	Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From	Jeannie Hargis (Bolton Construction & Service of WNC Inc. (Plumbing))		
Copies To	Ruth Freeman (Clark-Nexsen), Eric Jones (H&M Constructors), Bobby Miller (H&M Constructors), Eve Szentesi (Clark-Nexsen)		

Activity

Question **Question from Nathan Whiddon H&M Constructors on Friday, Apr 4, 2025 at 07 10 AM EDT**
 Currently the water heater for the school is set and 140 degrees The faucets in the science lab have a max temperature of 120 degrees. We are proposing putting a mixing valve on these faucets. Please advise.

Awaiting an Official Response



FEL BOONE #498
858 GEORGE WILSON ROAD
BOONE, NC 28607-0498

Phone: 828-265-1555
Fax: 828-264-2888

Deliver To
From James Talley
james.talley@ferguson.com
Comments

11 59 27 APR 14 2025

Page 1 of 1

FERGUSON ENTERPRISES LLC #34

Price Quotation
Phone: 828-265-1555
Fax: 828-264-2888

Bid No: B563709
Bid Date: 04/14/25
Quoted By: JLT

Cust Phone: 828-253-3621
Terms: NET 10TH PROX

Customer: BOLTON CONST & SVC OF WNC
PO BOX 8609
VALLE CRUCIS
ASHEVILLE
ASHEVILLE NC 28814

Ship To: BOLTON CONST & SVC OF WNC
PO BOX 8609
VALLE CRUCIS
ASHEVILLE
ASHEVILLE NC 28814

Cust PO#

Job Name VALLE CRUCIS

Item	Description	Quantity	Net Price	UM	Total
WLFUSGBM3	LF 3/8 TSTC MIX VLV	8	76.994	EA	615.95
PFX146342	LFA 3/8 X 3/8 COMP 12 SS SINK CONN	16	4.294	EA	68.70
Net Total					\$684.65
Tax					\$46.22
Freight					\$0.00
Total					\$730.87

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS, IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>. Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not 'lead free' in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection. Buyer shall accept delivery of products within 60 days of Seller receiving the products at Seller's warehouse. If Buyer causes or requests a delay in delivery of the products, Buyer may be subject to storage fees and additional costs caused by such delay. Seller reserves the right to requote the products and reschedule the delivery date, subject to manufacturer's lead times and price increases. If Buyer is unable to accept delivery within 60 days.



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Scan the QR code or use the link below to
complete a survey about your bids

<https://survey.medallia.com/?bidsorder&fc=9&on=481575>



Change Order Proposal

Project: Valle Crucis School

COR #: 136

Date: 4.18.25

Description of Change: 240F window frosting

H&M Material:

1. Total Cost of Materials (Attach Backup)		0.00	Subtotals
2. Sales Tax	6.75%	0.00	
3. Overhead & Profit	15%	0.00	
			0.00

H&M Labor:

4. Total Man Hour Cost (Attach Backup)		0.00	
5. Labor Burden (Enter Percentage)	41%	0.00	
6. Overhead & Profit	15%	0.00	
			0.00

H&M Equipment Rental:

7. Equipment / Equipment Rental (Attach Backup)		0.00	
8. Overhead & Profit	15%	0.00	
			0.00

H&M Unit Prices:

9. Unit Price (If Applicable)		0.00	0.00
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H&M Subcontractors:

10. Subcontractor (Attach Subcontractor Backup)		764.69	
11. Overhead & Profit (On Subcontractors)	10%	76.47	
			841.16

Grand Subtotal = 841.16

13. P&P Bonds (On Grand Subtotal)	2%	16.82	
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Total of Proposal = 857.98

Time Extension Request:

0 Days

Schedule Activity # Affected

Does this effect the critical path?

No

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Eric Jones / VP _____

Date: _____

Owner/Architect _____

Date: _____



PROJECT NAME: Valle Crucis
DATE: 4/28/2025
SUBMIT TO: Nathan Whiddon
COMPANY: H&M Constructors
ADDRESS: 187 Deaverview Rd. - Ashville - NC - 28806

CHANGE ORDER REFERENCE: PCO#8 Bathroom Window Tint

DESCRIPTION OF WORK	LABOR	MATERIALS	OTHER
Window Tint in Bathroom 240F 1 window. All work provided by USA Tint	\$0.00	\$664.95	\$0.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
SUB-TOTAL:	\$ -	\$ 664.95	\$ -
SALES TAX:	\$ -	\$ -	\$ -
5% O/H:	\$ -	\$ 33.25	\$ -
10% Profit:	\$ -	\$ 66.50	\$ -
BONDING if Required:	\$ -	\$ -	\$ -
TOTAL:	\$ -	\$ 764.69	\$ -
<u>TOTAL AMOUNT OF CHANGE ORDER:</u>	\$ 764.69		

Time Impact: _____

Notes:

5% O/H:

10% Profit:

BONDING if Required:

TOTAL:

Customer Acceptance Signature X _____



Job ID 1413 Cust # 1402 Email: Stephb@a1glassnc.com
A1 Glass and Aluminum
Stephanie Martel
6509 Newell Ave
Kannapolis, NC 28081

Sec	Ln	Area	Panes	Pane Width	Pane Height	Product Description	Price
1	1		1	38.0	91.0	3M DUSTED CRYSTAL	*
1	2		1	38.0	16.0	3M DUSTED CRYSTAL	TRIP CHARGE 150 MILES *
		Section Total	2				\$620.00
		Panes Total	2				
						Subtotal	\$620.00
						Taxable Subtotal	620.00 *
						Sales Tax	\$44.95
						Proposal Total	\$664.95

3.5% payment processing fee for all credit card transactions

Acceptance of Proposal / Authorization to Work:

E-Sign

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AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Assignment of Agreements for Valle Crucis Elementary School and the Emergency Management Services Facility

MANAGER'S COMMENTS:

Clark Nexsen (Architects for the Valle Crucis Elementary School and EMS Facility) has been acquired by Johnson, Mirmiran & Thompson, Inc., (JMT). The acquisition will require the contracts with Clark Nexsen to be assigned to JMT. The County should see no change in the service provided and should be seamless on our side. The Board will need to approve the assignment of the contracts from Clark Nexsen to JMT.

Board approval is required to assign the contract agreements with Clark Nexsen to JMT for the Valle Crucis Elementary School and the EMS facility.



May 9, 2025

VIA EMAIL

Watauga County
814 West King Street
Suite 205
Boone, NC 28607
Attn: Mr. Deron Geouque
deron.geouque@watgov.org

Re: Clark Nexsen joining the JMT Family

Dear Deron,

We are pleased to announce that we have entered into an agreement with Johnson, Mirmiran & Thompson, Inc., ("JMT"), under which JMT will be acquiring Clark Nexsen (the "Transaction") and we will be joining forces as one team.

JMT is a 100% employee-owned company, and we are excited about what this partnership means for our clients and our people. Together, we will expand our capabilities, deepen our expertise, and broaden our geographic reach, while continuing to deliver the high-quality service and innovation that defines the Clark Nexsen name.

As part of this transition, Clark Nexsen's operations in North Carolina will be fully integrated into JMT. This move ensures a seamless experience for our clients with no interruptions of service. We plan to continue to use the Clark Nexsen name through a registered trade name during this transition. At the time of closing of the Transaction, your contract(s) identified on **Attachment A** will be officially transferred and assigned to JMT, and JMT will assume all rights and responsibilities for those agreements (the "Assignment"). We expect the Assignment to happen on or around May 9, 2025.

We want to assure you that nothing changes with your team of professionals, direct contacts, and schedule by this transition. The Assignment is simply a requirement to satisfy the



4525 Main Street, Suite 1400
Virginia Beach, VA 23462
P: 757.455.5800 | F: 757.455.5638
clarknexsen.com

CLARK NEXSEN

requirements for our continued practice of Architecture and Engineering in North Carolina, in connection with the Transaction.

This exciting chapter is just beginning, and we will be reaching out soon with more opportunities to better serve you. In the meantime, we kindly ask that you confirm your consent to the Assignment by signature below. We understand this may require additional conversations or procedures with leadership members in your organization. Should your team require a specific assignment or novation document we are happy to accommodate. Upon consenting to the Assignment, please return a signed copy to me via email. We appreciate your prompt attention to this matter.

Thank you for your continued partnership. If you have any questions, please do not hesitate to contact me at 828-301-5475 or croberson@clarknexsen.com.

Yours truly,
CLARK NEXSEN, Inc.



Chadwick S Roberson, AIA
Principal

I HEREBY ACKNOWLEDGE AND CONSENT TO THE ASSIGNMENT OF THE CONTRACT(S)
REFERENCED IN ATTACHMENT A.

By: _____
Name: _____
Title: _____



4525 Main Street, Suite 1400
Virginia Beach, VA 23462
clarknexsen.com

CLARK NEXSEN



ATTACHMENT A

1. AIA Standard Form of Agreement Between Owner and Architect, by and between Watauga County and Clark Nexsen, Inc. dated February 3, 2021 as amended
2. AIA Standard Form of Agreement Between Owner and Architect, by and between Watauga County and Clark Nexsen, Inc., dated September 7, 2022, as amended





AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Third day of February in the year Two Thousand Twenty One
(In words, indicate day, month and year.)

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

Watauga County
814 West King Street
Suite 205
Boone, NC 28607

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

Clark Nexsen, Inc.
301 College Street Suite 300
Asheville, NC 28801

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

Valle Crucis Elementary School
Broadstone Road
Sugar Grove, NC

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.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

(Paragraphs deleted)

ARTICLE 1 INITIAL INFORMATION

(Paragraph deleted)

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

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

Refer to Exhibit A – proposal letter dated January 28, 2021

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

Refer to Exhibit A for detailed schedule.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

(Paragraphs deleted)

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

Init.

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

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

.1 General Liability

\$1 million each occurrence, \$2 million aggregate

.2 Automobile Liability

\$1 million combined single limit each accident

.3 Workers' Compensation

Minimum of statutory limits based on location or \$1 million each incident

.4 Professional Liability

\$1 million per claim, \$2 million aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

(Paragraphs deleted)

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

(Paragraphs deleted)

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

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

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

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

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

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, 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

(Paragraphs deleted)

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents

including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The 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.

§ 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

(Paragraphs deleted)

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Construction Manager at Risk; 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.

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

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective Construction Manager at Risk. 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.

(Paragraphs deleted)

§ 3.5.3 NEGOTIATED PROPOSALS

(Paragraphs deleted)

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

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

- .1 procuring the reproduction of Proposal Documents for distribution to prospective Construction Manager at Risk, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective Construction Manager at Risk; and
- .3 participating in negotiations with prospective Construction Manager at Risk, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

Init.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective Construction Manager at Risk.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

(Paragraphs deleted)

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager at Risk/General Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager at Risk/General Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager at Risk'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 Construction Manager at Risk/General Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 Requests for Information or Clarification from the Construction Manager at Risk/General Contractor shall be received electronically through the Architect's information management software or as otherwise specified in the Contract Documents. The Architect will respond to such requests that comply with the requirements of the Contract Documents within the time specified in the Contract Documents and forward responses to the Construction Manager at Risk/General Contractor through the Architect's information management software. The Architect will also forward responses electronically to the Owner, if desired, through the Architect's information management software. Receipt and forwarding of paper documents, or retrieving and forwarding electronic documents through either the Construction Manager at Risk's or Owner's information management software is available as an Additional Service in accordance with the provisions of Section 4.3.

§ 3.6.2 EVALUATIONS OF THE WORK

(Paragraphs deleted)

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Construction Manager at Risk, and (2) defects and deficiencies observed in the Work.

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

Init.

§ 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 Construction Manager at Risk. 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 Construction Manager at Risk, 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 Construction Manager at Risk/General Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager at Risk/General Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONSTRUCTION MANAGER AT RISK/GENERAL CONTRACTOR

(Paragraphs deleted)

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager at Risk/General 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 Construction Manager at Risk's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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

(Paragraphs deleted)

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

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager at Risk'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 Construction Manager at Risk's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager at Risk/General Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager at Risk/General Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager at Risk/General Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.4.6 For paper submittals, the Architect shall retain one copy of each reviewed submittal as a record copy and forward one copy to the Owner, if required by the Contract Documents. All other copies of paper submittals shall be returned to a single address specified by the Construction Manager at Risk/General Contractor using the least cost delivery method available to the Architect. Distribution of the Construction Manager at Risk's copies of paper submittals to more than one location is available as an Additional Service in accordance with the provisions of Section 4.3.

§ 3.6.4.7 For electronic submittals, the Architect shall retain an electronic copy of each reviewed submittal and forward electronically to the Owner and the Construction Manager at Risk/General Contractor using the Architect's information management system, which may require the recipient to download the documents. Distribution of submittals by other methods such as emailing files as attachments and printing and shipping paper copies is available as an Additional Service in accordance with the provisions of Section 4.3.

§ 3.6.4.8 The Architect shall retain submittal documents for a period consistent with the Architect's document retention policy, but not less than one year after Substantial Completion.

§ 3.6.5 CHANGES IN THE WORK

(Paragraphs deleted)

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

(Paragraphs deleted)

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager at Risk/General Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager at Risk; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

Init.

§ 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 Construction Manager at Risk/General Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager at Risk, 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 Construction Manager at Risk: (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 Construction Manager at Risk/General Contractor under the Contract Documents.

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.2 Refer to **Exhibit A** for Additional Services or exclusions from the design services.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or Construction Manager at Risk;
- .5 Preparing digital data for transmission to the Owner's consultants and Construction Manager at Risk, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager at Risk's submittal out of sequence from the submittal schedule agreed to by the Architect;

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- .2 Responding to the Construction Manager at Risk's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager at Risk/General Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager at Risk-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Construction Manager at Risk's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager at Risk/General Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Construction Manager at Risk
- .2 twenty four (24) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 one (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Eighteen (18) 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.

(Paragraphs deleted)

(Table deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

(Paragraphs deleted)

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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

(Paragraph deleted)

§ 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.

(Paragraph deleted)

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements

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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.

(Paragraphs deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

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

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

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

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

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

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

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager at Risk/General Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

(Paragraphs deleted)

§ 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 Construction Manager at Risk' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Construction Manager at Risk'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 make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

(Paragraphs deleted)

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

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

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager at Risk, Sub Contractors, Sub-subcontractor, and material or equipment suppliers, as well as the Owner's consultants and separate Contractors, to reproduce applicable portions of the Instruments of Service solely 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.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

(Paragraphs deleted)

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. 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 Construction Manager at Risk, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager at Risk, 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

(Paragraphs deleted)

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

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement

☐ [] Other (Specify)

§ 8.3 ARBITRATION

(Paragraphs deleted)

§ 8.3.1

Any controversy or claim arising out of or related to this Agreement involving an amount of less than \$5,000 must be heard in the Small Claims Division of the District Court in Watauga County, NC. Any controversy or claim arising out of or related to this Agreement which is over the dollar limit of the Small Claims Court must be submitted to mediation by a mediator acceptable to both parties. In the event the parties cannot agree upon a mediator the resident Senior Superior Court Judge for Watauga County shall be authorized to select a mediator. In the event that the dispute cannot be resolved by mediation, the controversy must be submitted to binding arbitration in accordance with the North Carolina Arbitration Act, by an arbitrator acceptable to both parties. In the event the parties cannot agree upon an arbitrator, the Resident Senior Superior Court Judge for Watauga County shall be authorized to select an arbitrator.

§ 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

(Paragraphs deleted)

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

(Paragraphs deleted)

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 User Notes: (1196175975)

§ 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 Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

(Paragraphs deleted)

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

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

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

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§ 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.

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

§ 10.9 Unless specified otherwise, the Architect shall provide documents, including submittals to the Owner and approval agencies, and bid or Contract Documents to the Construction Manager at Risk/General Contractor electronically in PDF format, with a single PDF file for each drawing. Provision of paper copies of documents, including labor and reproduction expenses is available as an Additional Service in accordance with the provisions of Section 4.3.

ARTICLE 11 COMPENSATION

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

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

Stipulated or lump sum for Basic Services in the amount of \$2,425,000 plus additional services for the On-site utilities design and construction administration for a total amount of \$2,664,000.

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

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

Negotiated lump sum or hourly as mutually agreed at the time the Architect is requested to perform the services. Compensation on an hourly basis shall be based on the Architect's standard hourly rates at the time the Additional Services are performed.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

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

Schematic Design Phase	twenty	percent (20	%)
Design Development Phase	twenty	percent (20	%)
Construction Documents Phase	thirty	percent (30	%)
Bidding or Negotiation Phase	five	percent (5	%)
Construction Phase	twenty five	percent (25	%)

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Total Basic Compensation	one hundred	percent (100	%)
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(Paragraphs deleted)

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

See attached Exhibit B

(Table deleted)

(Paragraphs deleted)

(Table deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

(Paragraphs deleted)

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

- .1 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, standard form documents;
- .3 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .4 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .5 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .6 All taxes levied on professional services and on reimbursable expenses;
- .7 Site office expenses; and
- .8 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred. No back up data or copies of bills will be provided for reimbursable expenses invoiced under this agreement. Should back-up data be requested, it will be provided for an administrative fee of \$100 per monthly invoice requiring verification.

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

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

Twenty five percent (25%) of the sum of the Architect's compensation for Basic Services and Additional Services, to be paid concurrently with the notice of termination to the Architect.

§ 11.10 PAYMENTS TO THE ARCHITECT

(Paragraphs deleted)

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) 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.)

one % per month

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Construction Manager at Risk/General Contractor 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.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

(Paragraph deleted)

In recognition of the relative Risk and benefits of the Project to both the Owner and the Architect, the Risk have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$1,000,000, or the Architect's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

.2 Other documents:

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


Exhibit A- Proposal letter dated January 28, 2021


Exhibit B- Standard Hourly rates for Clark Nexsen

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

OWNER

ARCHITECT


(Signature)
DERON GEORGE County Manager
(Printed name and title)


(Signature)
Chadwick S Roberson, AIA Managing Principal
(Printed name and title)

(Table deleted)(Paragraphs deleted)

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

3/9/21 
Date Finance Director

Init.



AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventh day of September in the year Two Thousand Twenty Two

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

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

Watauga County
814 West King Street
Suite 205
Boone, NC 28607

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

Clark Nexsen, Inc.
301 College Street Suite 300
Asheville, NC 28801

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

Watauga County Emergency Management Base
CN Project Number 10056

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.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

(Paragraphs deleted)

ARTICLE 1 INITIAL INFORMATION

(Paragraph deleted)

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

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

Refer to Exhibit A – proposal letter dated September 12, 2022

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

Refer to Exhibit A for detailed schedule.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

(Paragraphs deleted)

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

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

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

.1 General Liability

\$1 million each occurrence, \$2 million aggregate

.2 Automobile Liability

\$1 million combined single limit each accident

.3 Workers' Compensation

Minimum of statutory limits based on location or \$1 million each incident

.4 Professional Liability

\$1 million per claim, \$2 million aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

(Paragraphs deleted)

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

(Paragraphs deleted)

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

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

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

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

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

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, 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

(Paragraphs deleted)

§ 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

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including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The 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.

§ 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

(Paragraphs deleted)

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Construction Manager at Risk; 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.

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

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective Construction Manager at Risk. 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.

(Paragraphs deleted)

§ 3.5.3 NEGOTIATED PROPOSALS

(Paragraphs deleted)

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

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

- .1 procuring the reproduction of Proposal Documents for distribution to prospective Construction Manager at Risk, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective Construction Manager at Risk; and
- .3 participating in negotiations with prospective Construction Manager at Risk, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective Construction Manager at Risk.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

(Paragraphs deleted)

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager at Risk/General Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager at Risk/General Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager at Risk'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 Construction Manager at Risk/General Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 Requests for Information or Clarification from the Construction Manager at Risk/General Contractor shall be received electronically through the Architect's information management software or as otherwise specified in the Contract Documents. The Architect will respond to such requests that comply with the requirements of the Contract Documents within the time specified in the Contract Documents and forward responses to the Construction Manager at Risk/General Contractor through the Architect's information management software. The Architect will also forward responses electronically to the Owner, if desired, through the Architect's information management software. Receipt and forwarding of paper documents, or retrieving and forwarding electronic documents through either the Construction Manager at Risk's or Owner's information management software is available as an Additional Service in accordance with the provisions of Section 4.3.

§ 3.6.2 EVALUATIONS OF THE WORK

(Paragraphs deleted)

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Construction Manager at Risk, and (2) defects and deficiencies observed in the Work.

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

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager at Risk. 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 Construction Manager at Risk, 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 Construction Manager at Risk/General Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager at Risk/General Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONSTRUCTION MANAGER AT RISK/GENERAL CONTRACTOR

(Paragraphs deleted)

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager at Risk/General 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 Construction Manager at Risk's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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

(Paragraphs deleted)

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

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager at Risk'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 Construction Manager at Risk's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager at Risk/General Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager at Risk/General Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager at Risk/General Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.4.6 For paper submittals, the Architect shall retain one copy of each reviewed submittal as a record copy and forward one copy to the Owner, if required by the Contract Documents. All other copies of paper submittals shall be returned to a single address specified by the Construction Manager at Risk/General Contractor using the least cost delivery method available to the Architect. Distribution of the Construction Manager at Risk's copies of paper submittals to more than one location is available as an Additional Service in accordance with the provisions of Section 4.3.

§ 3.6.4.7 For electronic submittals, the Architect shall retain an electronic copy of each reviewed submittal and forward electronically to the Owner and the Construction Manager at Risk/General Contractor using the Architect's information management system, which may require the recipient to download the documents. Distribution of submittals by other methods such as emailing files as attachments and printing and shipping paper copies is available as an Additional Service in accordance with the provisions of Section 4.3.

§ 3.6.4.8 The Architect shall retain submittal documents for a period consistent with the Architect's document retention policy, but not less than one year after Substantial Completion.

§ 3.6.5 CHANGES IN THE WORK

(Paragraphs deleted)

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

(Paragraphs deleted)

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager at Risk/General Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager at Risk; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager at Risk, 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 Construction Manager at Risk: (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 Construction Manager at Risk/General Contractor under the Contract Documents.

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.2 Refer to **Exhibit A** for Additional Services or exclusions from the design services.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or Construction Manager at Risk;
- .5 Preparing digital data for transmission to the Owner's consultants and Construction Manager at Risk, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager at Risk's submittal out of sequence from the submittal schedule agreed to by the Architect;

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- .2 Responding to the Construction Manager at Risk's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager at Risk/General Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager at Risk-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Construction Manager at Risk's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager at Risk/General Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Construction Manager at Risk
- .2 twenty four (24) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 one (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Eighteen (18) 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.

(Paragraphs deleted)

(Table deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

(Paragraphs deleted)

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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

(Paragraph deleted)

§ 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.

(Paragraph deleted)

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements

and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraphs deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

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

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

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

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

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

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

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager at Risk/General Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

(Paragraphs deleted)

§ 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 Construction Manager at Risk' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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

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§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

(Paragraphs deleted)

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

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

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager at Risk, Sub Contractors, Sub-subcontractor, and material or equipment suppliers, as well as the Owner's consultants and separate Contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

(Paragraphs deleted)

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. 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 Construction Manager at Risk, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager at Risk, 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

(Paragraphs deleted)

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

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

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

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

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

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement

☐ [] Other (Specify)

§ 8.3 ARBITRATION

(Paragraphs deleted)

§ 8.3.1

Any controversy or claim arising out of or related to this Agreement involving an amount of less than \$5,000 must be heard in the Small Claims Division of the District Court in Watauga County, NC. Any controversy or claim arising out of or related to this Agreement which is over the dollar limit of the Small Claims Court must be submitted to mediation by a mediator acceptable to both parties. In the event the parties cannot agree upon a mediator the resident Senior Superior Court Judge for Watauga County shall be authorized to select a mediator. In the event that the dispute cannot be resolved by mediation, the controversy must be submitted to binding arbitration in accordance with the North Carolina Arbitration Act, by an arbitrator acceptable to both parties. In the event the parties cannot agree upon an arbitrator, the Resident Senior Superior Court Judge for Watauga County shall be authorized to select an arbitrator.

§ 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

(Paragraphs deleted)

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

(Paragraphs deleted)

Init.

§ 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 Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

(Paragraphs deleted)

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

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

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

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§ 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.

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

§ 10.9 Unless specified otherwise, the Architect shall provide documents, including submittals to the Owner and approval agencies, and bid or Contract Documents to the Construction Manager at Risk/General Contractor electronically in PDF format, with a single PDF file for each drawing. Provision of paper copies of documents, including labor and reproduction expenses is available as an Additional Service in accordance with the provisions of Section 4.3.

ARTICLE 11 COMPENSATION

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

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

Stipulated or lump sum for Programming in the amount of \$25,000 plus Basic Design Services based on Construction Fee of 8.5%

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

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

Negotiated lump sum or hourly as mutually agreed at the time the Architect is requested to perform the services. Compensation on an hourly basis shall be based on the Architect's standard hourly rates at the time the Additional Services are performed.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

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

Schematic Design Phase	twenty	percent (20	%)
Design Development Phase	twenty	percent (20	%)
Construction Documents Phase	thirty	percent (30	%)
Bidding or Negotiation Phase	five	percent (5	%)
Construction Phase	twenty five	percent (25	%)

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Total Basic Compensation	one hundred	percent (100	%)
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(Paragraphs deleted)

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

See attached Exhibit B

(Table deleted)

(Paragraphs deleted)

(Table deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

(Paragraphs deleted)

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

- .1 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, standard form documents;
- .3 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .4 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .5 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .6 All taxes levied on professional services and on reimbursable expenses;
- .7 Site office expenses; and
- .8 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred. No back up data or copies of bills will be provided for reimbursable expenses invoiced under this agreement. Should back-up data be requested, it will be provided for an administrative fee of \$100 per monthly invoice requiring verification.

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

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

Twenty five percent (25%) of the sum of the Architect's compensation for Basic Services and Additional Services, to be paid concurrently with the notice of termination to the Architect.

§ 11.10 PAYMENTS TO THE ARCHITECT

(Paragraphs deleted)

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) 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.)

one % per month

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Construction Manager at Risk/General Contractor

Init.

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.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Paragraph deleted)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

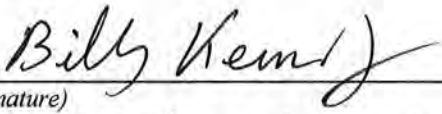

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)


Exhibit A- Proposal letter dated September 12, 2022
Exhibit B- Standard Hourly rates for Clark Nexsen

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

OWNER

ARCHITECT


(Signature)

(Printed name and title)


(Signature)
Chadwick S Roberson, AIA LEED AP BD+C
Managing Principal
(Printed name and title)

(Table deleted)(Paragraphs deleted)

Init.

Additions and Deletions Report for

AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:35:36 ET on 10/13/2022.

PAGE 1

AGREEMENT made as of the Seventh day of September in the year Two Thousand Twenty Two

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Watauga County
814 West King Street
Suite 205
Boone, NC 28607

...

Clark Nexsen, Inc.
301 College Street Suite 300
Asheville, NC 28801

...

Watauga County Emergency Management Base
CN Project Number 10056

PAGE 2

- 1 — INITIAL-1 INITIAL INFORMATION
- 2 — ARCHITECT'S-2 ARCHITECT'S RESPONSIBILITIES
- 3 — SCOPE-3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 — SUPPLEMENTAL AND ADDITIONAL-4 ADDITIONAL SERVICES
- 5 — OWNER'S-5 OWNER'S RESPONSIBILITIES
- 6 — COST-6 COST OF THE WORK
- 7 — COPYRIGHTS-7 COPYRIGHTS AND LICENSES
- 8 — CLAIMS-8 CLAIMS AND DISPUTES
- 9 — TERMINATION-9 TERMINATION OR SUSPENSION
- 10 — MISCELLANEOUS-10 MISCELLANEOUS PROVISIONS
- 11 — COMPENSATION-11 COMPENSATION

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User Notes:

(1649161561)

~~12~~ SPECIAL 12 SPECIAL TERMS AND CONDITIONS~~13~~ SCOPE 13 SCOPE OF THE AGREEMENTEXHIBIT A INITIAL INFORMATIONARTICLE 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.)~~

~~§ 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.)~~

~~§ 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.)~~

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

~~1 Design phase milestone dates, if any:~~

~~2 Construction commencement date:~~

~~3 Substantial Completion date or dates:~~

~~4 Other milestone dates:~~

~~§ 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.)~~

~~§ 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.)~~

~~§ 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.)

~~§ 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:~~

~~.2 — Civil Engineer:~~

~~.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.)

~~§ 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:~~

~~.2 — Mechanical Engineer:~~

~~.3 — Electrical Engineer:~~

~~§ 1.1.11.2 Consultants retained under Supplemental Services:~~

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

~~§ 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.~~

ARTICLE 1 INITIAL INFORMATION

~~§ 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.~~

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information: (Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's Construction Manager at Risk/General Contractor and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Refer to Exhibit A – proposal letter dated September 12, 2022

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

Refer to Exhibit A for detailed schedule.

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

§ 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 (\$) for each occurrence and (\$) 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 (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) 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 (\$) per claim and (\$) 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.~~

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

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

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

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

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

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

.1 General Liability

\$1 million each occurrence, \$2 million aggregate

.2 Automobile Liability

\$1 million combined single limit each accident

.3 Workers' Compensation

Minimum of statutory limits based on location or \$1 million each incident

.4 Professional Liability

\$1 million per claim, \$2 million aggregate

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

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

~~§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and~~

timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

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

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

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

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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

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

§ 3.2 Schematic Design Phase Services **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.~~

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

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

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

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

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

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, 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 ServicesDESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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

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

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

§ 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 ServicesCONSTRUCTION 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.~~

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Construction Manager at Risk; 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.

§ 3.4.5 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 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 General GENERAL

The Architect shall assist the Owner in establishing a list of prospective ~~contractors~~. Construction Manager at Risk. 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~~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.~~

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

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

1. procuring the reproduction of Proposal Documents for distribution to prospective Construction Manager at Risk, and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective Construction Manager at Risk; and
3. participating in negotiations with prospective Construction Manager at Risk, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective Construction Manager at Risk.

§ 3.6 Construction Phase Services~~CONSTRUCTION PHASE SERVICES~~

§ 3.6.1 General~~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.~~

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager at Risk/General Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager at Risk/General Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall

not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager at Risk'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 Construction Manager at Risk/General Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 Requests for Information or Clarification from the Construction Manager at Risk/General Contractor shall be received electronically through the Architect's information management software or as otherwise specified in the Contract Documents. The Architect will respond to such requests that comply with the requirements of the Contract Documents within the time specified in the Contract Documents and forward responses to the Construction Manager at Risk/General Contractor through the Architect's information management software. The Architect will also forward responses electronically to the Owner, if desired, through the Architect's information management software. Receipt and forwarding of paper documents, or retrieving and forwarding electronic documents through either the Construction Manager at Risk's or Owner's information management software is available as an Additional Service in accordance with the provisions of Section 4.3.

§ 3.6.2 Evaluations of the Work **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.

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully

completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Construction Manager at Risk, and (2) defects and deficiencies observed in the Work.

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

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager at Risk. 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 Construction Manager at Risk, 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 Construction Manager at Risk/General Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager at Risk/General Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor/CERTIFICATES FOR PAYMENT TO CONSTRUCTION MANAGER AT RISK/GENERAL 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.

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager at Risk/General 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 Construction Manager at Risk's Application for Payment, that, to the best of the Architect's knowledge,

information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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

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

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager at Risk'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 Construction Manager at Risk's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager at Risk/General Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager at Risk/General Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager at Risk/General Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.4.6 For paper submittals, the Architect shall retain one copy of each reviewed submittal as a record copy and forward one copy to the Owner, if required by the Contract Documents. All other copies of paper submittals shall be returned to a single address specified by the Construction Manager at Risk/General Contractor using the least cost delivery method available to the Architect. Distribution of the Construction Manager at Risk's copies of paper submittals to more than one location is available as an Additional Service in accordance with the provisions of Section 4.3.

§ 3.6.4.7 For electronic submittals, the Architect shall retain an electronic copy of each reviewed submittal and forward electronically to the Owner and the Construction Manager at Risk/General Contractor using the Architect's information management system, which may require the recipient to download the documents. Distribution of submittals by other methods such as emailing files as attachments and printing and shipping paper copies is available as an Additional Service in accordance with the provisions of Section 4.3.

§ 3.6.4.8 The Architect shall retain submittal documents for a period consistent with the Architect's document retention policy, but not less than one year after Substantial Completion.

§ 3.6.5 Changes in the Work 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.

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the

provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project CompletionPROJECT 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.)*~~

~~§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager at Risk/General Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager at Risk; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.~~

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

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager at Risk, 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 Construction Manager at Risk: (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 Construction Manager at Risk/General Contractor under the Contract Documents.

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.2 Refer to Exhibit A for Additional Services or exclusions from the design services.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or Construction Manager at Risk;
- .5 Preparing digital data for transmission to the Owner's consultants and Construction Manager at Risk, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager at Risk's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager at Risk's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager at Risk/General Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager at Risk-prepared coordination drawings, or prior Project correspondence or documentation;

- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Construction Manager at Risk's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager at Risk/General Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Construction Manager at Risk
- .2 twenty four (24) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 one (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Eighteen (18) 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.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 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	
§ 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	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

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

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

§ 4.1.2.2 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.)

§ 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;

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- ~~.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 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~
- ~~.2 () visits to the site by the Architect during construction~~
- ~~.3 () 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 () 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 () 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.

§ 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 I, 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.~~

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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

§ 5.11 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.

§ 5.3 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.

~~§ 5.12 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.~~

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

~~§ 5.13 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.~~

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

~~§ 5.15 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.~~

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

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

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

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

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

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

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager at Risk/General Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 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.

§ 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 Construction Manager at Risk' general

conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Construction Manager at Risk'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 make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 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.

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

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

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager at Risk, Sub Contractors, Sub-subcontractor, and material or equipment suppliers, as well as the Owner's consultants and separate Contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted

herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 8.1 General/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.~~

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. 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 Construction Manager at Risk, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager at Risk, 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/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.~~

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

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ Arbitration pursuant to Section 8.3 of this Agreement

☐ Other (Specify)

§ 8.3 Arbitration

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

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

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

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

§ 8.3.1

Any controversy or claim arising out of or related to this Agreement involving an amount of less than \$5,000 must be heard in the Small Claims Division of the District Court in Watauga County, NC. Any controversy or claim arising out of or related to this Agreement which is over the dollar limit of the Small Claims Court must be submitted to mediation by a mediator acceptable to both parties. In the event the parties cannot agree upon a mediator the resident Senior Superior Court Judge for Watauga County shall be authorized to select a mediator. In the event that the dispute cannot be resolved by mediation, the controversy must be submitted to binding arbitration in accordance with the North Carolina Arbitration Act, by an arbitrator acceptable to both parties. In the event the parties cannot agree upon an arbitrator, the Resident Senior Superior Court Judge for Watauga County shall be authorized to select an arbitrator.

§ 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.~~

§ 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.

§ 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:

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

§ 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.

§ 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 Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

§ 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.

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

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

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

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

§ 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.

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

§ 10.9 Unless specified otherwise, the Architect shall provide documents, including submittals to the Owner and approval agencies, and bid or Contract Documents to the Construction Manager at Risk/General Contractor electronically in PDF format, with a single PDF file for each drawing. Provision of paper copies of documents, including labor and reproduction expenses is available as an Additional Service in accordance with the provisions of Section 4.3.

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Stipulated or lump sum for Programming in the amount of \$25,000 plus Basic Design Services based on Construction Fee of 8.5%

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Negotiated lump sum or hourly as mutually agreed at the time the Architect is requested to perform the services. Compensation on an hourly basis shall be based on the Architect's standard hourly rates at the time the Additional Services are performed.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

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

<u>Schematic Design Phase</u>	<u>twenty</u>	<u>percent (</u>	<u>20</u>	<u>%)</u>
<u>Design Development Phase</u>	<u>twenty</u>	<u>percent (</u>	<u>20</u>	<u>%)</u>
<u>Construction Documents Phase</u>	<u>thirty</u>	<u>percent (</u>	<u>30</u>	<u>%)</u>
<u>Bidding or Negotiation Phase</u>	<u>five</u>	<u>percent (</u>	<u>5</u>	<u>%)</u>
<u>Construction Phase</u>	<u>twenty five</u>	<u>percent (</u>	<u>25</u>	<u>%)</u>
<u>Total Basic Compensation</u>	<u>one hundred</u>	<u>percent (</u>	<u>100</u>	<u>%)</u>

PAGE 17

~~§ 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)~~

~~() % 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.)

~~§ 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.)

~~§ 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.)

~~§ 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:

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

See attached Exhibit B

Schematic Design Phase	percent-(%)
Design Development Phase	percent-(%)
Construction Documents	percent-(%)
Phase		
Procurement Phase	percent-(%)
Construction Phase	percent-(%)
Total Basic Compensation	one hundred percent-(100 %)

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

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

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

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses **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 percent (%) of the expenses incurred.~~

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

- ~~1. Fees paid for securing approval of authorities having jurisdiction over the Project;~~
- ~~2. Printing, reproductions, plots, standard form documents;~~
- ~~3. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~4. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;~~
- ~~5. Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;~~
- ~~6. All taxes levied on professional services and on reimbursable expenses;~~
- ~~7. Site office expenses; and~~
- ~~8. Other similar Project-related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred. No back up data or copies of bills will be provided for reimbursable expenses invoiced under this agreement. Should back-up data be requested, it will be provided for an administrative fee of \$100 per monthly invoice requiring verification.

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

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

Twenty five percent (25%) of the sum of the Architect's compensation for Basic Services and Additional Services, to be paid concurrently with the notice of termination to the Architect.

§ 11.10 Payments to the ArchitectPAYMENTS TO THE ARCHITECT

§ 11.10.1 Initial Payments

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ —) 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 (—) 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.)

—%

§ 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.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) 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.)

one % per month

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Construction Manager at Risk/General Contractor 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.

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

PAGE 18

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

...

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

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

.1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

.2 Other documents:

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

Exhibit A- Proposal letter dated September 12, 2022

Exhibit B- Standard Hourly rates for Clark Nexsen

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

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

OWNER

ARCHITECT

Date

Finance Director

(Signature)

(Printed name and title)

(Signature)

Chadwick S Roberson, AIA LEED AP BD+C

Managing Principal

(Printed name and title)

...

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

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

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

.3 Exhibits:

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

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

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

 [] ~~Other Exhibits incorporated into this Agreement:
 (Clearly identify any other exhibits incorporated into this Agreement, including any exhibits
 and scopes of services identified as exhibits in Section 4.1.2.)~~

 4 ~~Other documents:
 (List other documents, if any, forming part of the Agreement.)~~

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

OWNER *(Signature)*

ARCHITECT *(Signature)*

(Printed name and title)

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Chadwick Roberson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:35:36 ET on 10/13/2022 under Order No. 2114274058 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Billy Kew
(Signed)

Chair, County Commission
(Title)

10-18-2022
(Dated)



September 12, 2022

Watauga County Manager
814 West King Street
Suite 205
Boone, NC 28607

Attn: Mr. Deron Geouque
County Manager

RE: EMERGENCY MANAGMENT BASE

Dear Deron,

We are pleased to submit our proposal for the design associated with the Emergency Management Base. This base will serve as EMS offices and EOC, Medic Base, the 911 Center, and have accessory spaces. The final square footage of the building will be determined during the programming phase. It is anticipated that the building will be approximately 15,000 square feet. The total project budget, including hard and soft costs, will be determined during the programming phase.

SCOPE OF DESIGN AND PROJECT ADMINISTRATION SERVICES

The scope of services defines the professional design services to be provided by Clark Nexsen related to architectural and engineering to meet the requirements of Watauga County for the project.

PROGRAMMING

The programming phase of the project will involve interviews with Watauga County Emergency Services administration and staff. During this phase we will collect data, formulate a program document that will include types of space, square feet associated, fit and finish. This phase is as important to the project as the construction documents and will be used in all further decisions.

SCHEMATIC DESIGN (SD)

Clark Nexsen will provide consultation related to establishment of site characteristics that have ramifications on the project quality, schedule, or budget, such as building configuration and utility coordination issues. During this Schematic Design phase, Clark Nexsen will incorporate available information from the programming documentation and other required code resources to produce a schematic design; including preliminary site plans, floor plans, exterior building elevations, preliminary life-cycle cost analysis of proposed building systems, selections of major building systems and proposed building materials for this project.

Engineering services during the SD phase will include the conceptual building system selections and calculations reflecting the infrastructure needed to support the building program as defined in the



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Programming phase. The site engineering will include efforts on the overall site design, site layout, paving, limited on-site driveways, parking layout and circulation, storm drainage network, storm water management, preliminary grading, erosion control, and utilities. The schematic design will include narrative description for all major building systems for the purpose of soliciting review comments by the County. Clark Nexsen will also provide a statement of probable cost presented in CSI division format. Our proposal includes services to reconcile the statement of probable cost with the construction budget.

The Clark Nexsen team will organize, participate in and complete the following activities and deliverables during the SD phase to help facilitate and advance the overall design of the project:

- a. Prepare the design concepts in accordance with the current editions of the North Carolina Building Code. Preliminary Building Code information including but not limited to occupancy group, construction type, building height, number of stories, floor area, and sprinkler protection will be included as part of the analysis.
- b. Prepare a preliminary evaluation and provide data for sustainable design opportunities on the project:
 - i. The Clark Nexsen team will prepare a baseline energy simulation model to establish a base building that both meets the ASHRAE 90.1 2004 baseline building and is NC Code compliant. Base building characteristics that are to be used for an hourly energy performance simulation model will be based on specific building geometry.
 - ii. The team will investigate energy strategies for the building envelope, lighting and lighting controls, HVAC systems and controls and heating hot water systems.
- c. The team will prepare a scaled site plan showing the location and size of the project in relation to the existing campus context including, buildings, roads, walkways, parking and existing utility services. Importance shall be placed on early determination of the adequacy and availability of all existing utility services.
- d. Coordinate with the selected geotechnical engineer related to the building footprint, loads and anticipated geotechnical information needed. Preliminary information indicates that the building will require soil improvements similar to what we used on the Recreation Center.
- e. Provide preliminary list of permits and approvals required for site / civil improvements and site related construction activities, along with anticipated schedule for acquiring permits and approvals.
- f. Prepare (1) preliminary SD opinion of probable cost.
- g. Participate in and prepare presentation materials for one (1) Board of Commissioners meeting.
- h. Provide a written response to any review comments prepared by the County
- i. Create two (2) renderings of the building. Views shall be selected by the Architect and Owner.

DESIGN DEVELOPMENT (DD)

In parallel with the County review of the SD submittal, Clark Nexsen will proceed to the Design Development phase. The Design Development will refine the design and will include site plans, floor plans, exterior building elevations, schedules, building sections, wall sections, typical details, major engineering systems and building materials, outline specifications and other required documentation as further defined below. During this phase, Clark Nexsen will further refine and develop engineering services to include the design development of building and utility systems, site layout, detailed grading, on-site erosion control, on-site utilities, on-site paving and on-site roadways / driveways. This design will be presented through drawings and outline specifications.



The Clark Nexsen team will organize, participate in and complete the following activities and deliverables during the DD phase to help facilitate and advance the overall design of the project:

- a. Attend monthly issue-oriented meetings with the Team to coordinate the design development documents. This will include meetings with the School administration.
- b. Clark Nexsen will prepare developed floor plans, life safety plans, fire resistant construction plans, scaled architectural site plans, proposed exterior building elevations, proposed building sections, proposed roof plans, proposed wall sections, proposed reflected ceiling plans, building sections, enlarged details, room finish schedule and door schedule as appropriate to reflect the overall DD effort for the project.
- c. The Civil drawings will include plans showing proposed grading, benchmarks, site drainage and sedimentation control; utility infrastructure, roads, parking, adjacent structures and site data as furnished on previous submittals. Septic design and on-site utilities will be determined during this phase.
- d. Structural drawings will be developed and will reflect the allowable soil bearing pressures and live loads used in the design. The team will provide a foundation plan showing the basic elements of the foundation. The team will provide floor and roof framing plans showing size, spacing and type of primary members, including locations of shear walls and/or bracing with such additional details and information to describe the method of lateral load resistance.
- e. The mechanical drawings will include the following: layout of mechanical rooms with equipment clearances, major HVAC equipment rooms and the basic layout of the heating, ventilating and air conditioning distribution system, a diagram of the temperature control systems; schematic diagram of air, hot water, and condenser water systems. Rated walls shall be shown on all plans.
- f. The plumbing drawings will include the general development of domestic and sanitary water systems. The drawings will show source of water supply and waste disposal termination; water distribution and waste collection plan diagrams, including fixtures.
- g. The electrical drawings will include the following: basic electrical service equipment and its location to include the electrical power distribution components, primary service switches, transformers, generators, main switchgear, motor control centers, and the locations of the electrical and telecommunication rooms. We will provide single line diagrams of the power distribution systems including primary, secondary and emergency power. We will provide similar diagrams for fire alarm, telecommunications, security and all other systems included in the electrical scope of work. The team will provide an estimated load summary in KVA rating, the connected load, the demand load and the DF are required with this submittal. The electrical floor plans shall show the basic layout of the lighting, emergency lighting, power receptacles, smoke and heat detectors, data/telecommunications outlets or other systems in the project.
- h. The fire protection drawings will reflect compliance with NFPA 13, 14, 20, and 24, the Fire Code, the Building Code, and applicable Guidelines. The drawings will indicate the location of all valves, mains, drains and FDC locations. The plans will clearly indicate that the fire protection scope of work begins 12" above the finish floor. Sprinkler Design Data Summary shall include the following: Project name and address, total building height in feet, type of system, hazard classification, design data, design density, hose allowance, and water supply information. The documents will include fire protection equipment locations with schedule, and indicate electrical demands. The piping schematic will include all valves flow and tamper switch locations from point of municipal connection to further valve system. Remaining portions of the system shall be in the design/build format, as is typical for NC projects.



- i. The team will continue to investigate energy strategies for the building envelope, lighting and lighting controls, HVAC systems and controls and heating hot water systems. These will be evaluated in collaboration with the.
- j. Prepare an outline specification with brief descriptions of building systems and materials in CSI Master Format division and numbering.
- k. Provide a written response to the review comments prepared by the County.

CONSTRUCTION DOCUMENTS (CD)

Upon approval of the above submittal by the County, Clark Nexsen will prepare design drawings and MASTER SPEC formatted specifications, in accordance with the requirements set forth in the NC building codes, for use in construction of the project. This set of documents will also be used by the CM to obtain necessary approvals and permits from appropriate regulatory agencies having jurisdiction. Our proposal includes services to reconcile the statement of probable cost with the construction estimate. We will submit a complete Construction Documents package to the County and all local and state jurisdictions for their review and approval.

The Clark Nexsen team will organize, participate in and complete the following activities and deliverables during the CD phase to help facilitate and advance the overall design of the project:

- a. Participate in two (2) review meetings.
- b. The Construction Documents will set forth, in detail, the requirements for the Project, including drawings and specifications. Clark Nexsen will work with the County, user groups in generating the Construction Documents and the implementation of systems. The specifications will be developed in CSI format and will meet the specific documentation requirements for the project.
- c. Prepare the CD submittal in accordance with the current editions of the North Carolina Building Code.
- d. Provide a written response to the review comments prepared by the County
- e. Provide suggestions of value engineering alternatives required to meet the budget.

BIDDING SUPPORT

At this point, it is anticipated the project will be delivered by hard bidding to prequalified general contractors. We will assist the owner in soliciting and prequalifying NC licensed General Contractors in accordance with the general statutes set forth by the State. The team shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents for distribution to all prospective bidders in the form of addenda. The Architect shall organize and lead the pre-bid meeting. The Architect shall lead the opening of the bids and assist the County in the selection of any potential alternates that may be proposed for this project.

CONSTRUCTION ADMINISTRATION

Clark Nexsen will monitor and review the quality and acceptability of construction in accordance with the requirements set forth in the contract documents. Our scope of services for this task includes:

- We will assist the contractor in arranging, attend, and participate in a pre-construction conference to include the contractor, subcontractors, the Owner, and consultants to review the requirements of the project and to coordinate activities for all construction. We will send copies of the minutes of this conference to all parties in attendance and to other interested parties.
- We will attend and participate in a regularly scheduled monthly Construction meeting, to be held at the job site and conducted by Clark Nexsen and the contractor to effect coordination, cooperation, and assistance in maintaining progress of the project on schedule, in order to complete the project within the contract time.



- We will attend and participate in a regularly scheduled bi-weekly progress meeting to be held at the job site and conducted by the Contractor.
- We will provide written copies of monthly construction progress reports to the County
- We will visit the site at intervals appropriate to the stage of the contractor's operations, or as otherwise agreed by the Owner and the Architect. In general, we have based our fee on field observation as needed by the requirements of the project, but no more than two visits per month by a representative from Clark Nexsen. Included as part of our basic services is the preparation of a written report documenting field observations, field issues and conditions, items needing correction, and other similar issues normally associated with construction observation.
- Upon notification from the contractor that the project is complete, we will make a preliminary final inspection of the project to verify substantial completion and prepare a list of discrepancies (punch list) for the contractor. Upon notification by the contractor that the discrepancies have been completed, we shall perform a formal final inspection.
- We will review and certify the amounts due the contractor and approve Certificates for Payment in such amounts.
- We will review and approve or take other appropriate action regarding the 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.
- We will respond to the contractor's requests within the following timeframes:
 - RFIs: Seven (7) calendar days.
 - Proposed Change Order Review: Fourteen (14) calendar days.
 - Product Submittals and Shop Drawings: Twenty-one (21) calendar days. For certain submittals, such as Building Automation Controls, Load Bearing Steel and Coordination Drawings, additional review time may be required; these time frames will be listed specifically in the specifications for bid.
 - Payment Applications: Five (5) calendar days.
- We will prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents.
- We will review properly prepared, timely requests by the Owner or contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time.
- We will conduct field visits to determine the date or dates of Project Acceptance. We will receive from the contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the contractor, and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
- Based on the current project schedule, we will provide contract administrative services for a maximum of 14 months.
- Design and Contract Administration Services beyond the following limits shall be provided as additional services:
 - Up to two reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
 - Up to two 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.
 - Up to two inspections for any portion of the Work to determine Substantial Completion.



CLOSE OUT SERVICES

- We will transmit one (1) set of approved shop drawings and a copy of official shop drawing log to the Project Manager when returning to the owner.

GENERAL PROJECT ADMINISTRATION SERVICES

In general, project administration services include consultation with the Owner, research of applicable design criteria, attendance at Project meetings, and communication with members of the Project team and issuing progress documentation. Also included is:

- Coordinating the services provided by Clark Nexsen and our consultants with those services provided by the Owner and the Owner's consultants.
- Preparing and periodically updating the design Project schedule that identifies milestone dates for decisions required of the County, design services furnished by Clark Nexsen, completion of documentation, and commencement of construction.
- Assisting the County in connection with their responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

SCHEDULE

Clark Nexsen agrees to provide the above listed services according to the mutually agreed upon project schedule. This schedule is dependent on the approval of each submission by the Client and that such approvals are made in a timely manner so as not to delay the agreed upon schedule. It is also dependent on prompt receipt of information and direction from County. Changes to such information and direction may cause delays in the completion of our services and require additional compensation. We agree to provide services in the most expeditious manner as is practical. The project services will begin upon receipt of written authorization from County to proceed.

Task Name	Duration	Start	Finish
Review of contract and approval	15 edays	Mon 9/12/22	Tue 9/27/22
Kick Off Meeting	1 day	Tue 9/27/22	Tue 9/27/22
Programming Phase	76 edays	Tue 9/27/22	Mon 12/12/22
Schematic Design	59 days	Mon 12/12/22	Fri 3/3/23
Schematic Design by CN	74 edays	Mon 12/12/22	Fri 2/24/23
Schematic Design -Owner review Comments	7 edays	Fri 2/24/23	Fri 3/3/23
Design Development	58 days	Fri 3/3/23	Wed 5/24/23
Design Development	75 edays	Fri 3/3/23	Wed 5/17/23
Design Development - Owner review comments	7 edays	Wed 5/17/23	Wed 5/24/23
Construction Documents	140 days	Wed 5/24/23	Wed 12/6/23
Construction documentation	60 edays	Wed 5/24/23	Sun 7/23/23
Owner review meeting	1 day	Mon 7/24/23	Mon 7/24/23
Preparation of Bid Documents and specifications	76 edays	Sun 7/23/23	Sat 10/7/23
Owner review comments	14 edays	Sat 10/7/23	Sat 10/21/23
Submission to Department of Insurance for plan review	60 edays	Sat 10/7/23	Wed 12/6/23



Bid Period	47 days	Wed 12/6/23	Fri 2/9/24
Pre bid meeting	5 edays	Wed 12/6/23	Mon 12/11/23
Bid Period	30 edays	Wed 12/6/23	Fri 1/5/24
Bid review and contract preparations	14 edays	Fri 1/5/24	Fri 1/19/24
Contract execution by the County	21 edays	Fri 1/19/24	Fri 2/9/24
Construction	310 days	Mon 2/12/24	Fri 4/18/25
Preconstruction kick off meeting	1 day	Mon 2/12/24	Mon 2/12/24
Notice to proceed	7 edays	Mon 2/12/24	Mon 2/19/24
Site development and building construction	14 mons	Tue 2/20/24	Mon 3/17/25
Weather	30 edays	Mon 3/17/25	Wed 4/16/25
Building Punchlist	30 edays	Wed 3/19/25	Fri 4/18/25
Substantial Completion inspection -Occupancy	1 day	Fri 4/18/25	Fri 4/18/25

COMPENSATION

Clark Nexsen agrees to provide professional services as outlined above in the Scope of Services and in conjunction with AIA document B101-2017. We believe the fee tabulated below is appropriate, given the schedule, the design and review process, coupled with the contract administration efforts. We propose a lump sum fee as follows:

Basic Design Services

	\$	
Basic Services Architectural and Engineering services		
<i>Programming lump sum amount</i>	\$	25,000
<i>Below phases will be performed on a percentage of construction fee of 8.5%</i>		
<i>Schematic Design Phase</i>		
<i>Design Development Phase</i>		
<i>100% Construction Document Phase</i>		
<i>Bidding</i>		
<i>Construction Administration</i>		

Our invoicing will be in accordance with progress of the design documents based on percentage complete and shall be invoiced on a monthly basis. Should the project stop due to funding issues or changes in the market, we will invoice to the point we are in the design process.

Reimbursables included in the above noted fee include travel to and from the site, postage and handling of general mail and deliverables. Printing will be billed at our costs plus 10%.



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ADDITIONAL SERVICES

Clark Nexsen reserves the right to request Additional Services for those services and expenses not identified above and elsewhere in this proposal including services that extend beyond the period of time listed in the schedule. Additional services will not be performed until authorized by a contract amendment.

ASSUMPTIONS

Our fee proposal is based on the following assumptions:

- As noted above, the services needed to support the scope of work as defined and is reflective of our current understanding of the project. Should County elect to re-establish the program requirements for the project, Clark Nexsen may seek Additional Services and additional schedule time to re-investigate and re-establish the program.
- No liability is assumed for the work of consultants not under contract to Clark Nexsen or information provided by others used in the production of final documents or calculations.
- The geotechnical investigations for the project site will be performed by a consultant to the County.
- Should the project budget increase by more than 1.5% we shall be entitled to additional compensation.
- This proposal assumes that the construction duration on the project will last eighteen (18) months. Should the project require a longer duration to complete all construction activities, Clark Nexsen reserves the right to seek additional services.

EXCLUSIONS

The following items are excluded from the Scope of Services:

- Any design services for the County not related to the development of the project design as noted above.
- LEED certification, design around LEED certifications or any other sustainable guideline
- AV or IT design, we are placing back box, conduit, and raceway to IT closets.
- Security design, including but not limited to access control, CCTV, digital cameras, etc. We will place conduit and back box only.
- We will coordinate with 911 package vendor but will not design the system.
- Design services related to any part of the Center not located within the limits of the immediate project site, including extension of site utilities beyond the boundary.
- Full-time, on-site project representation during construction phase activities.
- Representation for court appearances for litigation or preparation for the same unless Architect is a party to same and/or the litigation involves issues relating to the errors or omissions of the Architect and/or its consultants.
- Multiple bid packages.
- Phased turnover of the building
- Geotechnical Engineering services.
- Survey services.
- Environmental engineering
- Travel expenses associated with sit down review meetings with DOI.
- Transportation engineering services or parking studies related to areas beyond the immediate project site.
- Economic Feasibility Studies.
- Traffic Impact Analysis.
- Design of off-site roadway improvements



- Environmental reports or Phase 1 analysis.
- Set-up and maintenance of a project web site.
- The solicitation and retention of consultants and sub-consultants as requested by Owner, except as outlined herein.
- Commissioning services.
- Modifications to Clark Nexsen formatted documents such as drawing file name, specification format, etc.
- All environmental impact and mitigation fees.
- All permit or plan review fees
- Subsurface Utility Exploration.
- Solar Hot Water design, including panel sizing, optimization, placement, and verification of utilization.
- Photo-voltaic design.
- Provision of fire hydrant flow testing is excluded from this proposal and will be provided by the Owner.
- Development of project animations or videos.
- Design services needed to support a phased move-in.
- Design services for visual systems dashboards / electronic pedagogy feature walls in the building.
- Move management consulting services
- Rezoning or any special use permitting required by the County.

This project will greatly benefit your community. We appreciate the opportunity to collaborate with County and we look forward to a successful project. Please review this proposal and contact us if you have any questions. We welcome your recommendations and will be happy to discuss any items in more detail.

Sincerely,

CLARK NEXSEN



Chadwick S Roberson, AIA, LEED AP BD+C
Principal





Clark Nexsen Schedule B Rates - July 2022

Job Title		
Administrative Support	\$	110.00
CADD/BIM Technician	\$	100.00
Designer	\$	120.00
Architect	\$	150.00
Senior Architect	\$	225.00
Bridge Inspection Engineer EIT/Graduate	\$	135.00
Bridge Inspection Engineer	\$	180.00
Senior Bridge Engineer	\$	240.00
Civil Engineer EIT/Graduate	\$	115.00
Civil Engineer	\$	175.00
Senior Civil Engineer	\$	255.00
Electrical Engineer EIT/Graduate	\$	130.00
Electrical Engineer	\$	165.00
Senior Electrical Engineer	\$	250.00
Fire Protection Engineer EIT/Graduate	\$	130.00
Fire Protection Engineer	\$	220.00
Senior Fire Protection Engineer	\$	310.00
Landscape Architect	\$	155.00
Senior Landscape Architect	\$	210.00
Interior Design Intern/Graduate	\$	95.00
Certified Interior Designer	\$	130.00
Senior Certified Interior Designer	\$	215.00
Mechanical Engineer EIT/Graduate	\$	130.00
Mechanical Engineer	\$	165.00
Senior Mechanical Engineer	\$	255.00
Plumbing Engineer EIT/Graduate	\$	130.00
Plumbing Engineer	\$	180.00
Senior Plumbing Engineer	\$	210.00
Project Manager	\$	200.00
Senior Project Manager	\$	245.00
Principal	\$	330.00
Structural Engineer EIT/Graduate	\$	135.00
Structural Engineer	\$	175.00
Senior Structural Engineer	\$	245.00
Transportation Engineer EIT/Graduate	\$	125.00
Transportation Engineer	\$	155.00
Senior Transportation Engineer	\$	255.00
Automation Controls Integrator	\$	150.00
Senior Automation Controls Integrator	\$	185.00
Industrial Mechanical Engineer	\$	160.00

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Boards and Commissions

MANAGER’S COMMENTS:

Recreation Commission

Ms. Elin Reuben, has resigned as the Mabel School representative on the Watauga County Recreation Commission, effective immediately, due to her obligations and responsibilities at the school. As Principal, she has recommended Abby Bumgarner to fill her unexpired term which will end in June 2027. This is a first reading; however, Parks and Recreation Director, Ms. Keron Poteat requested the second reading be waived and an appointment be made.



WATAUGA COUNTY PARKS & RECREATION

231 Complex Drive • Boone, NC 28607

Phone : (828) 264-9511

Fax : (828) 264-9523

www.wataugacounty.org



To: Watauga County Board of Commissioners
From: Keron J Poteat, Director, Watauga County Parks & Recreation
Date: Thursday, May 8, 2025
Subject: Mabel School Replacement for Recreation Commission

Mabel Principal Elin Reuben (Mabel School representative) has resigned from the Recreation Commission effective immediately due to WCS obligations and responsibilities. As her replacement nominee, Ms. Reuben has selected Ms. Abby Bumgarner. (See attached support.)

This was presented to the Recreation Commission for consideration at the April 9th, 2025 meeting, and the motion to accept Ms. Bumgarner as the Mabel replacement was unanimously approved.

Pending County Commissioner Board approval, Ms. Bumgarner will fulfill the term which expires in June of 2027.

Staff requests waiving the first reading, and approving Ms. Bumgarner to the Recreation Commission Board.

Thank you in advance for your consideration.

WATAUGA COUNTY PARKS & RECREATION

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Fax: (828) 264-9523

AGENDA RECREATION COMMISSION MEETING Wednesday, April 9th, 2025

<u>TIME</u>	<u>TOPIC</u>	<u>SPEAKER</u>
6:00 pm	Call to Order	Denny Norris, Chairperson
6:05 pm	Approval of Minutes & Agenda	
6:10 pm	Member Speak Out Session	
6:15 pm	New Business	
	➤ Play Up/Down Requests	
	➤ What Do You Hear About Us?	
	➤ Special Olympics Spring Games	Craig Lands, Assistant Director
	➤ High Country Senior Games	
	➤ Member Vacancy & Recommendation	Denny Norris, Chairperson
6:30 pm	Director's Report	Keron Poteat, Director
	➤ Facilities Updates	
	➤ Program Updates	
6:45 pm	Old Business	Chairperson, Denny Norris
	➤ FY 25/26 Budget Request	
7:00 pm	Adjournment	

Next Meeting:

Wednesday, June 11th, 2025 @ 6 pm



WATAUGA COUNTY PARKS & RECREATION

Watauga County Parks and Recreation Commission **Meeting Minutes** April 9th, 2025

The Watauga County Recreation Commission met at 6:00 pm, Wednesday April 9th, 2025
in the Pool Party Room at the Watauga Community Recreation Center.

Members:

**Denny Norris, Chairman
**Gene Swift, Vice-Chairman
Pam Cline
Brittany Bolick
**Jeannine Underdown-Collins
Jason Eldreth
**Ron Henries
**Joy James
**Doug Matheson
**Sam Painter
**Kalie Eppley
**Roachel Laney
Wendell Ellis
**Kevin Roeder
**Sean Royall
**Scott Carter
Virginia Roseman
Braxton Eggers
**Todd Castle

Guests:

Staff Present:

Keron Norris
Michelle Byrd
Jacob Henson
Eric Hesslink
Craig Lands
David Gragg
Jacob Soule

(**present for meeting)

Mr. Norris called the meeting to order at ____ 6:00 ____ pm.

There were no changes or additions to the agenda.

Introductions of those present.

Approval of minutes from February 12th 2025 Recreation Commission Meeting: Minutes accepted as presented. Motion by ____ Doug M. ____; 2nd by ____ Sam P. ____; Approved by all.

New Business & Speak Out Session:

*Elin Reuben stepping down as member for Mabel School; She recommended Abby Bumgarner as her replacement. (letter attached) Motion made by Gene S. to approve Ms. Bumgarner, Jeannine U. seconded motion; All approved. Will be presented at County Commissioners meeting for approval.

*Jacob Soule, Program Specialist, presented letters for requests of four youth to "Play Up" or "Play down" for Baseball & Softball. He recommended all for approval.

-- Zachary A. to play down a level, due to health conditions. Will not be eligible for All-Stars. Gene made motion; Sam seconded; All approved.

-- Scottie J. to play up from 6U softball to 8U. Sam made motion; Kalie seconded; All approved. Will not be eligible for All-Stars

-- Kylee M. to play up to 10U softball (turned 9 in Feb) Kalie made motion; Jeannine seconded; All approved. Will not be eligible for All-Stars



-- Harper B. to play up from T-Ball to 8U softball. Sam made motion; Todd seconded; All approved. Will not be eligible for All-Stars.

*Keron - "What do you Hear?" Let us know good/bad/suggestions, about the recreation center: concerns, staff, programs, aquatics, athletics, gyms, fitness equipment, classes, etc.

*Joy - Rec. Management at ASU, celebrated 50 Years on April 8th.

*Todd - Signs needed for many areas, especially for the Parks (ex. Softball fields, Rocky Knob, Howard Knob, Brookshire, Tot Lot)

*Todd, Joy, Sean - Update Websites, Schedules, make QR Codes available, not only for the Rec. Center, but for the Parks, Fields, Old Cove Creek, Brookshire.

Keep a log/record of calls, questions, remarks, and concerns that come in concerning Old Cove Creek: Park, walking track, gym, fields, playground area

*Todd – several members of the community have spoken to him about converting Tennis Courts to Pickleball Courts.

*Todd – Outside Restrooms – opening & closing hours, - who is responsible? Maybe check into some "Timers" that can be controlled by IT Department and updated with changing of seasons/hours.

*Craig - Sign up has begun for Senior Games, can register up until May 2nd. Kick-Off Breakfast will be on Friday, May 2nd at Appalachian Brian Estates; Wednesday June 4th will be the Grand Celebration at Appalachian Ski Mountain. Always looking for Volunteers to help with keeping score, especially on Pickle Ball days and Track & Field Day.

Director's report & WCRC Updates - Keron Poteat, Director:

PowerPoint presentation of updated areas, with pictures, showing where things are six months after Hurricane Helene. Middle Fork Greenway; New River; Trails, Valle Crucis paddle access; Guy Ford Road access; Watauga River Paddle access; Trash Can Falls, Rocky Knob Bike Park; Howard Knob Park; Ted Mackorell Soccer Complex; Brookshire Park; Tot Lot Playground; Softball/Baseball fields; Old Cove Creek Gym, Fields, Walking Track, Play Ground, Courts, and Bathrooms. (plans for development)

PROGRAM UPDATES

Adult – Registration for Softball leagues: men's open, competitive, women's, & church leagues available.

Youth – Baseball, Softball, & Lil Hitters (very few spots left) – practice is scheduled to begin week of 4/14. Lil Dribblers ended last week. State Baseball Tournament will be held in Watauga County, July 24th through 27th.

Special Olympics – Spring Games will be next Wednesday, April 16th. Always looking for volunteers to help out during the event. Trenton D'Agostino participated in the World Special Olympic Winter Games in Turin, Italy. Trenton placed in all three of the events that he competed. He brought home 2 Gold Medals and a 4th place Medal. Trenton has been invited to lunch with the Governor on Tuesday April 15th.

Aquatics – Swim Lessons, Parent & Infant Lessons, Swim Safe are all going on. Summer League getting ready to begin at least 60+ enrolled. Splish Splash Easter event on Friday 4/11/25 beginning at 4:30.

Fitness – Personal Trainers needed. Classes are beginning to fill up quickly (especially with return of 2nd home owners)



Camps: Spring Camp will be 4/21/25 through 4/25/25. Summer Camp registration began on Monday April 7th. Unsure about Dance Camp registration – need space/area to hold around 150-200 campers.

Old Business:

**** No Old Business to cover ****

**Your next regular Recreation Commission Meeting will be Wednesday, June 11th, 2025
at 6:00 p.m. in the Pool Party Room at the Watauga Community Recreation Center in Boone, NC.**

There being no further business, motion was made by ___Gene S___ & seconded by ___Sam P.___ to adjourn. All Approved.

The meeting adjourned at ___7:23___ p.m.

Keron Poteat

From: Elin Reuben <ereuben2017@gmail.com>
Sent: Tuesday, April 8, 2025 2:46 PM
To: Keron Poteat
Subject: Board

Ms. Poteat,

I am so sorry, but I am going to step down from the Parks and Rec board. I feel really bad because I put 110% into everything I do, and I am such a committed person by nature. I have also truly enjoyed getting to know you more and seeing your leadership. I can't say enough good things about the board, you, and what is happening with Parks and Rec.

Mabel always comes first in my life, and the principal life is all-encompassing. I love what I do, for sure! Mabel School is now one of the main sites for the district this summer for our reading camp K-3 and our 4-8 reading and math summer school. I am also now on the work group for the district next year to explore remote learning in our district. With these new work-time commitments, I don't feel like I can give what this committee deserves.

In conversation with my staff, I have a staff member who would like to step into this role. I would like to nominate Abby Bumgarner. She is our 5th-grade teacher and is very involved in athletics in our county.

She can begin serving as soon as you approve her.

Sincerely,
Elin

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Fax: (828) 264-9523

Due to additional work-related responsibilities, Ms. Elin Reuben, Mabel School Principal, has stepped down from the Recreation Commission Board. She has recommended Abby Bumgarner as the Mabel School representative. Below is Ms. Bumgarner's Letter of Interest:

Dear Parks and Recreation Commission Board,

Please accept my interest in serving on the board. I've been fortunate to live in the Watauga County area for eight years, including the four years I attended Appalachian State for my bachelor's and master's degrees. I have always wanted to be an educator, and the reputation of the College of Education at ASU is what led me to the Boone area. I am in my 4th year as a teacher at Mabel School, and I also serve as our Middle School girls' volleyball coach.

Outside of the classroom, I am a Spin Instructor at Revolution Boone and am moving to FA Fitness Studio in the coming weeks to continue to teach spin and strength classes. I enjoy investing my time in the health and well-being of my students and athletes, as well as the local adults in the area. I am passionate about health and fitness and would love to participate in the Watauga Recreation Board. I hope to bring new ideas that will directly impact local families and students in our area.

Sincerely,
Abby Bumgarner
bumgarnera@wataugaschools.org

AGENDA ITEM 10:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****E. Announcements*****MANAGER'S COMMENTS:**

The Trustees of Caldwell Community College & Technical Institute have invited the Board of Commissioners to a meeting on Wednesday, May 21, 2025, at 6:00 P.M. in the Instructional Building on the Watauga Campus.

An Ethics for Elected Officials training course will be held via Zoom on Thursday, May 22, 2025, from 10:00 A.M. to 12:00 P.M. in the Commissioners' Board Room. The course is required to be taken by all Commissioners by December 2025. A quorum may be present for the training; however, no County business will be conducted.

All county commissioners, managers, clerks, and county attorneys in Western North Carolina are invited to join colleagues for an evening of networking, sharing experiences, and building relationships with peers, NC Association of County Commissioners staff, and School of Government faculty and staff. The event will be held in Asheville on Thursday, May 22, 2025 from 5:30 to 7:30 pm.

AGENDA ITEM 11:**BREAK**



Caldwell Community College and Technical Institute

Office of the President

April 15, 2025

Mr. Deron Geouque
Watauga County Manager
814 West King Street, Suite 205
Boone, NC 28607

Dear Mr. Geouque:

The Trustees of Caldwell Community College and Technical Institute would like to schedule a joint meeting of the College Board of Trustees, the Watauga County Board of Education and the Watauga County Commissioners on Wednesday, May 21, 2025 at 6:00 p.m. in the Instructional Building (372), room 112 on our Watauga Campus. A meal will be provided.

Please check the date and time with the Watauga County Commissioners and let my assistant, Christina Bryant, know either by e-mail: clbryant@cccti.edu or phone: 828-726-2240, if May 21st at 6:00 p.m. will accommodate the Watauga County Commissioner's schedule.

Sincerely,

A handwritten signature in black ink that reads "Mark J. Poarch".

Mark J. Poarch, Ed.D.
President

Cc: Braxton Eggers, Chairman
Watauga County Commissioners

2855 Hickory Blvd., Hudson, NC 28638 • 828.726.2210
Email: mpoarch@cccti.edu • Fax: 828.726.2300 • www.cccti.edu

An Equal Opportunity Educator & Employer

Ethics for Elected Officials

Online - *Click here to register for this course offering*

May 22, 2025



Overview



Register



Discounts &
Scholarships



Materials



Contact

This training will be held live on 5/22/25, online via Zoom, from 10am to 12pm.

Group discounts are not offered for the on-demand version.

Under North Carolina law, members of governing boards of cities, counties, local boards of education, unified governments, sanitary districts, and consolidated city-counties are required to receive at least two (2) clock hours of ethics training within twelve months after each election or appointment to office. The ethics training requirement is an ongoing obligation, triggered by each subsequent re-election or reappointment to office.

This online training will satisfy the 2 clock hours of local ethics training required by state law for elected and appointed officials. This training **MUST** be completed within 12 months of election day and is required every time they are re-elected or appointed and reappointed to a local office.

See further instructions below and in the Preparation Checklist.

- Is your board attorney or a member of your board who is an attorney watching the webinar? The NC State Bar requires attorneys who wish to claim CLE (Continuing Legal Education) credit to purchase the webinar

separately in their name. The attorney must self-report to the State Bar for CLE credit.

What you need to know before you purchase:

A. If multiple incumbent board members need to receive their ethics training, you all should register via the group rates. Have your clerk or manager register you all as a group in a single transaction. If you need assistance, contact registration@sog.unc.edu.

B. Who this training does NOT cover:

Individuals serving on state boards subject to the State Government Ethics Act (SGEA): Local elected officials who also serve on a state board that is subject to the State Government Ethics Act (SGEA), including local community college boards, are required to take ethics training that is offered through the State Ethics Commission. The SOG ethics-training program for local elected officials does NOT satisfy the state ethics training, and the state ethics training does NOT satisfy the local elected official ethics-training which is offered through this page. Consequently, local elected officials who also serve on a state board subject to the SGEA, must take both the state and the local ethics training programs. Officials who need to complete state ethics training should:

- Contact their board's ethics liaison for training, or
- Complete the online training available on State Board of Elections and Ethics Enforcement (formerly the State Ethics Commission)
website: ethics.ncsbe.gov/education/eduOnline

Local ABC Boards: For individuals who serve on a local ABC board, separate training is required. The SOG ethics training program for local elected officials does *NOT* satisfy the local ABC Board training, and the local ABC Board training does *NOT* satisfy the local elected officials ethic training. Here is the link to the webinar page for local ABC Boards.

School Boards: Please contact the NC School Boards Association for further information.

C. Board notice of a public meeting:

Boards are advised to give public notice of a special meeting for ethics training sessions if a majority of the board might be in attendance at the event. This is in keeping with the spirit of the ethics law, and out of an abundance of caution

concerning the legal requirements for board meetings.

Purchasing the Webinar

A. Who should purchase from your unit:

- If you want to receive the group rate, have your clerk or manager register everyone in a single transaction.
- Is your board attorney or a member of your board who is an attorney watching the webinar? The NC State Bar requires attorneys who wish to claim CLE (Continuing Legal Education) credit to purchase the webinar separately in their name, and to self-report to the State Bar for CLE credit.
- Do you have to purchase the webinars for each person watching from your board? Yes.
- Adding no-reply@sog.unc.edu and lrich@sog.unc.edu to your contacts will increase the chance of the email getting through.

Issues with purchasing? Simply email our registration department directly at registration@sog.unc.edu for issues with the registration/purchase process, passwords, or logging in. Provide your phone number and brief summary of your issue and someone from that department will contact you shortly. This is the fastest way to get assistance as there are multiple people in that department who can respond to you quickly.

LELA Level: This is a 101 Level course in the Local Elected Leaders Academy. Participating elected officials will earn 2 credits toward their Practitioner recognition certificate.

LEAD FACULTY

Anita.Fogle

From: Hermanas, Julia <jmarshall@sog.unc.edu>
Sent: Thursday, May 15, 2025 3:37 PM
Cc: Millonzi, Kara Anne; Schmidt, Cat; Day, Miranda
Subject: You're Invited: Western NC County Leadership Reception

We are pleased to invite you to a special reception honoring recently elected county commissioners from across Western North Carolina who participated in the *Essentials of County Government* course earlier this year.

Due to a February winter storm, this year's course was held online. We are now excited to host an in-person gathering to celebrate these new public servants and provide an opportunity for county leaders from across the region to connect.

Hilton Asheville Biltmore, 43 Town Square Blvd., Asheville, NC 28803

Thursday, May 22, 2025

5:30-7:30pm

This free event is open to **all county commissioners, managers, clerks, and county attorneys** in Western North Carolina. Join your colleagues for an evening of networking, sharing experiences, and building relationships with peers, NC Association of County Commissioners staff, and School of Government faculty and staff.

We hope you'll join us in recognizing the important work of our new commissioners and strengthening connections across the region.

Please [RSVP/register here](#) for the free reception by May 20th. (Note that the \$5 fee will be removed at checkout – the reception is free!)

Julia Hermanas

Marketing Coordinator

School of Government

UNC-Chapel Hill

919.962.2771



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AGENDA ITEM 12:

CLOSED SESSION

Attorney/Client Matters per, G. S. 143-318.11(a)(3)