

**Pierce County Board of Commissioners
Regular Meeting Minutes
Tuesday, March 3, 2020 6:00PM**

Commissioners in attendance

Neal Bennett, Chairman
Harold Rozier, District 1
Mike Streat, District 2
Randy Dixon, District 3
David Lowman, District 4

Staff in attendance

Franklin Rozier, County Attorney
Jason Rubenbauer, County Manager
Amy Hitt, County Clerk

1. **Call to Order** – Chairman Neal Bennett called the meeting to order at 6:00 PM.
2. **Invocation and Pledge of Allegiance** – Commissioner David Lowman gave an invocation and Commissioner Mike Streat led the pledge of allegiance.
3. **Approval of the Agenda** – Commissioner Randy Dixon made a motion to approve the agenda as presented. Commissioner David Lowman seconded the motion. All voted aye and motion was approved.
4. **Approval of Minutes**
 - a. **Regular Meeting February 4, 2020**
 - b. **Public Hearing February 4, 2020**
 - c. **Called Meeting February 11, 2020**

Commissioner Mike Streat made a motion to approve the regular meeting minutes from February 4, 2020, public hearing minutes from February 4, 2020, and called meeting minutes from February 11, 2020. Commissioner Randy Dixon seconded the motion. All voted aye and motion was approved.

5. **Billy Flynn, Road Superintendent – Presentation of 2019 Road Projects.** Mr. Flynn shared that it has been very wet for the past year and they have been trying to get caught up on pipe installation. The pipe on Tuten Rd was an emergency. College Ave, Mershon Rd and Clark Rd have had major repairs as well. We are hoping to continue through all districts in the county to keep moving along.
6. **County Managers Report & January Financial Report – Jason Rubenbauer.**

County Manager Report

March 3, 2020

- Financial Report as of 01/31/2020
 - a. Revenues:
 - i. Overall revenue collections through January are \$4,407,155.13 making up 46.45% of the projected collections for 2020
 - ii. LOST revenues are up 4.88% compared to January 2019
 - b. Expenditures
 - i. Currently total expenditures are at 6.36% compared to the 8.33% budgetary mark showing that the departmental management of their respective budgets remains strong
 - ii. Juvenile Court has seen a significant increase (\$2,100) in expenses due to an increased case load over the past couple of years. According to our Clerk of Courts, there has been an increase to two days per month for juvenile court, 4-6 non-scheduled hearings (i.e. emergency pick-ups, detention hearings, and deprivation issues), and more DFACS cases are coming back to court each month for more reviews which increases the costs of court reports, witnesses, and other associated fees for the operation of these courts. Additionally, we received a bill from Charlton County for the 2019 expenses for Judge Adams in January.
- County Manager Report
 - a. Parks & Recreation
 - i. Hardy Maloch named full time Recreation Director
 - ii. Congratulations to the 10U girls and 12U boys who both were District Allstars Runners up
 - iii. RFP has been sent for new scoreboards and will be presented at next month's meeting
 - iv. Working on an RFP to resurface and expand the existing parking lots
 - v. Working on plans for a cost-effective and citizen friendly option for an office building due to the poor condition and limited access of the existing building
 - vi. Rec Dept is in need of about 8 more coaches for Spring sports so that we can serve all who have registered. 420 participants have registered for our Spring sports.

1. Baseball	234 participants
2. Softball	61 participants
3. Soccer	125 participants

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- 4. Sports breakdown and coaching needs
 - a. Blastball:
 - i. (1) coach needed
 - ii. 39 participants
 - b. TeeBall:
 - i. 63 participants
 - c. PeeWee Baseball:
 - i. 56 participants
 - d. Mite Baseball:
 - i. (2) coaches needed
 - ii. 36 participants
 - e. Midget Baseball:
 - i. (2) coaches needed
 - ii. 40 participants
 - f. PeeWee Softball:
 - i. 17 participants
 - g. Mite Softball:
 - i. 23 participants
 - h. Midget Softball:
 - i. 21 participants
 - i. Little Kickers Soccer:
 - i. 13 participants
 - j. Big Kickers Soccer:
 - i. (1-2) coaches needed
 - ii. 22 participants
 - k. 9U Soccer:
 - i. (1) coach needed
 - ii. 44 participants
 - l. 12U Soccer
 - i. 46 participants
- b. Roads
 - i. Cason Road
 - 1. Pipe Replacement is complete with the exception of some riprap which will be installed after the shoulder work is completed
 - 2. Paving is complete
 - 3. Shoulder dressing and seeding is taking place and then the striping will be completed afterward
 - 4. Depending on the weather, this project should be completed withing the next two weeks
 - ii. Ware Street

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1. Cardinal Road and the Hacklebarney Road intersection are scheduled to be complete this week, weather permitting
2. Widening, and paving along the rest of the project is complete
- iii. E. Horseshoe, N. Horseshoe, Mershon Roads
 1. All pipes have been installed for this project
 2. Final wing walls are being installed on N. Horseshoe Road between the intersection of Ramah Rd and W. Horseshoe Road
 3. Widening and resurfacing is set to begin immediately upon completion of the Ware Street project
- c. Fire/EMA
 - i. Assistance to Firefighters Grant (AFG) has been submitted
 1. Pierce County has requested a complete replacement of our SCBA Air-Pak's and cylinders due to the age of the current units we have in our inventory
 - ii. Hazard Mitigation Program Grant (HMGP)
 1. Working to get the grant application package together with the assistance of the Southern Georgia Regional Commission
 2. Chief Nino will be sending out requests for participation assistance via email which helps offset the costs of this program
 3. Benefits of the HMGP are:
 - a. Supports risk reduction activities
 - b. Improves resiliency
 - c. Eliminates the impact of future events
 - d. Provides a long-term solution to a problem
 - i. E.g. flooding
 - e. Helps avoid repetitive damage from disasters
 - iii. Countywide drill with the Department of Public Health March 26th
 1. Drill will be a simulate anthrax attack to check the response rates of our public health and public safety organizations to ensure we continue to be prepared for a large-scale epidemic or attack
- d. Elections
 - i. Qualification has started as of March 2nd
 - ii. As of 3:00 PM today
 1. 16 residents have qualified for local races
 2. 131 residents have participated in early voting as of 5:00 pm in person. 41 absentee ballots have been mailed out and 13 have been received back
 3. No issues with the voting machines have been reported and the polls are operating well
 4. On Wednesday, February 26th a statewide Mock Election was conducted across all 159 counties. The purpose was to test the

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readiness of all counties for the upcoming elections and every county was provided with the exact same questions and criteria. After the results were posted Pierce County's Elections Office ranked #10 out of all 159 counties for their overall readiness. I would like to personally commend Leah Ritch and Lea Parker for a job well done during this testing phase and all of their efforts to make sure our elections system is one of the best in the state.

- e. Corona Virus Information
 - i. We have been monitoring the recent corona virus (COVID 19) information being continuously updated by the CDC
 - ii. I have spoken with Candy Lee with our local health department who has stated that the protocol now is specifically surrounding those whom have recently travelled abroad or have been in contact with someone who has recently returned from a trip abroad
 - iii. According to the Centers for Disease Control, "most people in the United States will have little immediate risk of exposure to the virus." Even in larger cities where the virus has been reported, the overall exposure risk to the general public is considered low"
 - iv. If you are experiencing the following symptoms, they are more than likely a result of the influenza virus and NOT coronavirus. In either case you will need to contact your healthcare professional:
 1. Fever
 2. Cough
 3. Shortness of breath
 - v. To prevent against any illness of this type please remember the following:
 1. Avoid close contact with people who are sick
 2. Avoid touching your eyes, nose, and mouth
 3. Stay home when you are sick
 4. Cover your cough or sneeze with a tissue, then throw the tissue in the trash
 5. Clean and disinfect frequently touch objects and surfaces using a regular household cleaning spray or wipes
 6. CDC does not recommend that people who are well wear a facemask to protect themselves from respiratory diseases
 7. Wash your hands with soap and water for at least 20 seconds, especially after using the restroom, before eating, and after blowing your nose, coughing, or sneezing
 - a. If soap and water are not available, use an alcohol-based hand sanitizer with at least 60% alcohol. Always wash hands with soap and water if hands are visibly dirty.

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7. Request to approve recommendation from the Joint Planning and Zoning Advisory Board for rezoning of 48.6-acre parcel # 035A-147 on Session Hill Lane from Multi Family to Agricultural Forestry for Isabella Eaddy. Tony Walsh, Chairman of the Advisory Board shared that they held a public hearing on February 10, 2020 and no one was present in opposition. Pierce County is an agricultural community so the advisory board recommends approval of the request.

**PIERCE COUNTY BOARD OF COMMISSISONERS
AGENDA REQUEST - INTERNAL**

All items requiring action by the Commissioners must be filed in the Clerk's office by 12 Noon on the Wednesday prior to the first Tuesday regular monthly meeting. All agenda requests must be reviewed and approved by the Chairman of the Board.

DATE: February 11, 2020

TO: Pierce County Board of Commissioners

FROM: Lindsay Thomas, Zoning Administrator

RE: Rezone Session Hill Lane, Parcel #035A-147

FOR MEETING DATE: March 3, 2020

STATEMENT OF ISSUE: Mrs. Isabella Eaddy requested to rezone Parcel #035A-147, from (MF) Multi-Family to (AF) Agriculture/Forestry for the purpose of Conservation Use. The Joint Planning Advisory Board recommended approval.

Please attach any supporting documentation which you would like to present to the Board of Commissioners:

REZONING REPORT

MEETING DATES:

Joint Planning Public Hearing & Meeting: February 10, 2020
County Commission Meeting: March 3, 2020

GENERAL INFORMATION:

Item & Purpose: Rezone Parcel #035A-147, 48.6 acres on Session Hill Lane from (MF) Multi-Family to (AF) Agriculture/Forestry.
Applicant & Contact: Isabella Eaddy
Phone: 912-449-5827
File Date: January 15, 2020

CURRENT LAND USE:

Subject Property/Lots: Wooded/Farming
North: Residential
East: Residential
South: Wooded
West: Residential

CURRENT ZONING:

Subject Property: (MF) Multi-Family
North: (MF) Multi-Family
East: (MF) Multi-Family
South: (AF) Agriculture/Forestry
West: (MF) Multi-Family

SPECIAL INFORMATION:

Water/Wastewater: City Water & Sewer
Fire Protection: Blackshear Fire Dept.

STAFF ANALYSIS

Standards for Exercise of Zoning Powers:

- 1) Whether the proposed rezoning request will permit a use that is suitable, in view of the existing land use pattern of adjacent and nearby property.

Based on area zoning, re-zoning would be in view of existing land and nearby uses.

- 2) Whether the proposed rezoning would result in the possible creation of an isolated district unrelated to adjacent and nearby districts.

The rezone would not create an isolated district due to mixed zoning districts in the area.

- 3) Whether changed or changing conditions make the passage of the proposed amendment reasonable.

The proposed rezoning request is reasonable under existing conditions.

- 4) Whether the proposed change will adversely influence existing conditions in the neighborhood or the county at large.

The proposed rezoning request is not expected to negatively influence existing conditions.

- 5) Whether the proposed amendment would result in potential impacts on the environment, including but not limited to drainage, soil erosion and sedimentation, flooding, air quality, and water quality and quantity.

The FEMA Flood Map has property located in the X zone, which means that property is located out of the flood zone. No other environment impacts are projected.

- 6) Whether the costs required of the public in providing, improving, increasing or maintaining public utilities, schools, streets and public safety necessities would be reasonable when considering the proposed change.

No public infrastructure improvements are needed.

- 7) Whether the proposed change will be detrimental to the value or improvement of the development of adjacent or nearby property in accordance with existing requirements.

The proposed rezoning request is not expected to create detrimental impacts on adjacent properties.

- 8) The extent to which the zoning decision is consistent with the 2022 Pierce County Joint Comprehensive Plan as updated on June 6, 2017.

The decision to approve would be consistent with the Comprehensive Plan.

ATTACHMENTS:

Application

**PIERCE COUNTY
REZONING APPLICATION**

OFFICIAL USE ONLY		
Date Received: <u>1/15/2020</u>	Project Number: <u>12791</u>	PC Hearing Date: <u>2/10/2020</u>
PC Recommendation: <u>approved</u>	CC Hearing Date: <u>3/3/2020</u>	CC Action: _____

Please complete this form in its entirety. Attach additional sheets if needed. All property owners must sign this form. Incomplete submittal may result in delay of processing.

Name of Applicant/Agent Isabella Eaddy Phone 912-449-5827
(May be left blank if the applicant is the same as the property owner)

Company Name _____

Address _____

Owner(s) of Record Isabella Eaddy Phone 912-449-5827

Address 3127 Session Hill Lane

Blackberry LA 31516 Phone 912-449-5827

Address _____

Property Information

Tax map - Block - Parcel No 35A - 147 Total acreage of property 48.6

Location of property (i.e., Street address OR east side of Main Street, ½ mile north of First Street) _____

Session Hill Lane

Current zoning ME Current land use Farming & wooded

Lot characteristics (wooded, field, developed, etc.) wooded

Are there any structures currently on the property? NO If so, please describe and indicate if they will remain after the rezoning: _____

Contiguous land uses: North _____ South _____

East _____ West _____

Current access (roads): Session Hill Lane

Existing utilities: _____

Proposed Information

Proposed Zoning AF Proposed use Farming

Proposed water city Proposed sewer city

Do you plan to subdivide the property? NO If so, please answer the following:

Proposed number of lots _____ Proposed improvements (roads, water system, etc.): _____

Proposed access: _____

NOTE: Applicants are strongly encouraged to submit a sketch plan with the rezoning application.

Justification for rezoning request: Conservation Use

Adjacent Property Owners (Attach additional pages if needed – Provide all names in one list)

Name _____ Name _____

Address _____ Address _____

Name _____ Name _____

Address _____ Address _____

Name _____ Name _____

Address _____ Address _____

Certification

I (We), the undersigned, do hereby certify the I (we), are the owners of the property affected by this proposed amendment to the Pierce County Zoning Ordinance by virtue of a deed dated _____ on file in the office of the Clerk of the Superior Court of Pierce County, in Deed Book _____, page _____. Furthermore, I (we) attest that the information contained herein is true and complete to the best of my (our) knowledge.

Owner's signature Isabella Eaddy Date 1-15-2020

Owner's signature _____ Date _____

Owner's signature _____ Date _____

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8. Approve Resolution to enter agreement for the Georgia County Internship Program Grant.

RESOLUTION
OF PIERCE COUNTY
TO ENTER INTO AN AGREEMENT FOR THE GEORGIA COUNTY INTERSHIP
PROGRAM GRANT

WHEREAS, Pierce County has identified a need to look into recycling options for the residents of the County; and

WHEREAS, the ACCG Civic Affairs Foundation through the Georgia County Internship Program has awarded Pierce County up to \$2,400, through the Kundell Environmental Grant, to help Pierce County compensate a 2020 Summer intern to further research these options; and

NOW THEREFORE BE IT RESOLVED, by the Pierce County Board of Commissioners that Pierce County will enter into a written agreement with the ACCG Civic Affairs Foundation for the compensation of a Summer intern who will work up to 200 hours beginning on or about June 1, 2020 and ending on or about August 15, 2020.

BE IT FURTHER RESOLVED THAT the Chairman of the Pierce County Board of Commissioners is duly authorized to execute said contract on behalf of the Board.

RESOLVED this 3rd day of March, 2020


Chairman


County Clerk

SEAL



ACCG Civic Affairs Foundation

GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This AGREEMENT is made and entered into by and between the ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC., (the "FOUNDATION"), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and Pierce County ("COUNTY"), having its principal office at 312 Nichols Street, Blackshear, GA 31516. In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY'S governing authority and entry on the COUNTY'S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the COUNTY Clerk's Office as requested and incorporated into this Agreement.

B. Purpose of Agreement:

The FOUNDATION is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter ("Grant Award Letter") (Exhibit A) to reimburse certain costs to the COUNTY to employ interns to complete projects as described in the county grant application ("County Grant Application") (Exhibit B) from May 1, 2020 until September 1, 2020. This Agreement provides the terms and conditions under which the COUNTY may receive reimbursement from the FOUNDATION.

II. REIMBURSEMENT TO COUNTY.

In exchange for the COUNTY hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the FOUNDATION shall provide reimbursement to the COUNTY as follows:

A. Use of Grant Funds.

1. Amount of Reimbursement

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- a. **Hourly Rate.** The FOUNDATION shall reimburse the COUNTY for the cost of wages at the rate of \$12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$2,400.00 for wages per intern, per internship, unless the COUNTY has agreed to pay a percentage of the costs as described within the County Grant Application.

The COUNTY may pay the intern at a higher rate than \$12.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the COUNTY. In either case, the COUNTY shall be responsible for payment for all the costs above the reimbursed hourly rate of \$12.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The FOUNDATION shall reimburse the COUNTY for a portion of the cost to cover the intern under the COUNTY'S workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$24.00 per intern, per internship.
- c. **FICA.** The FOUNDATION shall reimburse the COUNTY for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$183.60 per intern, per internship.

2. **Additional Compensation for Intern.** The COUNTY may pay the intern(s) in an amount greater than \$12.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the COUNTY will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2020 to September 1, 2020, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The COUNTY shall pay interns funded in whole or in part by this grant a minimum of \$12.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the COUNTY and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the COUNTY shall provide the following information

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to the FOUNDATION: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form") (**Exhibit C**); (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form ("Reimbursement Form") (**Exhibit D**); and (5) completed Intern Evaluation Form (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by September 25, 2020 in order to be eligible to receive grant reimbursement.

- E. **Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the COUNTY must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The COUNTY may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 15, 2020:) intern consent form ("Intern Consent Form")(**Exhibit F**; the intern information form ("Intern Information Form") (**Exhibit G**); and an intern photograph.
- F. **Tax Withholdings.** The COUNTY is responsible for withholding all applicable state and federal income taxes on an intern's earnings.
- G. **Nondiscrimination in Employment Practices.** The COUNTY agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. **Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The COUNTY agrees to comply with all applicable federal and state laws, including, but not limited to:
1. **The Americans with Disabilities Act.** The COUNTY agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
 2. **Fair Labor Standards Act**
 3. **Georgia Security and Immigration Compliance Act.** The COUNTY agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

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- I. **Duty to Notify FOUNDATION.** It shall be the duty of the COUNTY to notify the FOUNDATION if an intern quits or is terminated by the COUNTY within five (5) days of separation.
- J. **Nepotism.** If the COUNTY has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the COUNTY shall refrain from hiring interns who are closely related by blood or marriage to COUNTY employees or officials who have a hiring or supervisory role over the intern. The COUNTY shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the COUNTY fails to follow these requirements, the COUNTY will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.
- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the COUNTY. Interns are further not permitted to run personal errands for COUNTY officials and staff or work on projects that are unrelated to county government. If the COUNTY fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.

IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this AGREEMENT shall be valid or effective unless such modification is made in writing and signed by both parties.

V. TERMINATION

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** The FOUNDATION may terminate this AGREEMENT at any time if the COUNTY fails to perform any of its obligations under this AGREEMENT and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the FOUNDATION. The COUNTY shall be required to submit all required information not later than 20 days after the date of written notice of termination. The COUNTY shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the COUNTY'S employment prior to the expiration of their internship period, this AGREEMENT shall terminate within 20 days of the separation unless another undergraduate student, graduate student, recent graduate, or a high school student 16 years

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of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

- C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2020.
- D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

VI. Access to Records, Records Retention, and Investigation

- A. The FOUNDATION shall have access to any pertinent books, documents, papers, and records of the COUNTY for the purpose of making audit examinations, excerpts, and transcripts. The COUNTY shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. The COUNTY agrees that the FOUNDATION has the authority to investigate any allegation of misconduct made by the COUNTY pertaining to this Agreement. The COUNTY agrees to cooperate fully in such investigations by providing the FOUNDATION reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. Hold Harmless

To the extent permitted by law, the COUNTY agrees to hold harmless the FOUNDATION, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the COUNTY, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

- A. The COUNTY agrees to allow preplanned site visits from the FOUNDATION for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The COUNTY further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and FOUNDATION, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

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- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

XI. Miscellaneous Provisions

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Form
Exhibit E	Intern Evaluation Form
Exhibit F	Intern Consent Form
Exhibit G	Intern Information Form

COUNTY:



**ASSOCIATION COUNTY COMMISSIONERS OF
GEORGIA CIVIC AFFAIRS FOUNDATION, INC:**

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ACCG Civic Affairs Foundation

Neal Bennett
Printed Name

Dave Wills

Chairman
Title:

Title: Secretary-Treasurer

This 3rd day of February, 2020

This ____ day of _____, 202__

COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of County, DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of the resolution adopted on authorizing resolution date: 03/02/2020 by the governing authority of County in a meeting that was properly advertised and open to the public, and that the original of said authorizing resolution appears of record in the minute book of the governing authority of County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)




Clerk

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Commissioner David Lowman made a motion to approve the resolution for the Georgia County Internship Program Grant. Commissioner Randy Dixon seconded the motion. All voted aye and the motion was approved.

9. Request to approve Governmental Consulting Unlimited, Inc as Grant writer for the 2020 CDBG and Statewide Engineering at the Engineer for the 2020 CDBG.

Commissioner Randy Dixon made a motion to approve Governmental Consulting Unlimited, Inc as the grant writer and Statewide Engineering as the Engineer for the 2020 CDBG. Commissioner Harold Rozier seconded the motion. All voted aye and motion was approved.

10. Request to approve amended Parks and Recreation Facility use agreement to provide for an hourly rate for use of fields.



Pierce County Parks & Recreation

Facility Use Authorization Request Form

728 Ware Street

Blackshear, GA 31516

(912) 449-4791

rec@piercecountyga.gov

Pierce County Parks & Recreation is an equal opportunity agency and offers all persons the opportunity to participate in all areas of the Parks & Recreation regardless of race, color, sex, national origin, religion, or other non-merit factors. All lessees leasing the facilities of the Pierce County Parks & Recreation agree when signing the lease that they are an equal opportunity group or agency and will abide by the foregoing statement in their recreation activities. All fees and deposits are due at the signing of this agreement. Agreements and payment for all services must be in effect a minimum of seven (7) calendar days prior to the commencement of the day of use.

The agreement is made this _____, day of _____, _____ by and between _____, hereinafter referred to as "Lessee", who by execution of this lease agreement leases Pierce County Parks & Recreation property upon the following terms and conditions, and Pierce County Parks & Recreation, hereinafter referred to as "PCRD".

1. The above Lessee agrees to abide by the equal opportunity policy of the PCRD and all other Recreation Department regulations and policies herein stated or otherwise provided by attachment to this agreement. Violations of these policies and regulations is cause for this agreement to be terminated on verbal or written notice with forfeiture of any fees paid and is cause for the Lessee to be barred from current and future program participation, use or lease of facilities.
2. Lessee is held responsible for damages and shall pay the PCRD upon demand for all reasonable repair for damages incurred while premises are under lease to Lessee.
3. PCRD may request, prior to permitting execution of the Lease, that Lessee provide it with explanation of any alleged discriminator practices of Lessee in the past.
4. The term of this Lease is for the dates/times beginning ____ AM/PM _____, 202_ through ____AM/PM _____, 202_. Lessee shall have exclusive use of the specifically named facilities and/or specific fields and premises for the Lease period subject to the terms of this agreement.
5. Lessee agrees to indemnify and hold PCRD harmless for all damage to property or injury to person(s) or both should both occur of every and any nature, kind, or description that occurs on the leased facilities and premises during the term of the lease or is for any reason alleged to arise out of Lessee's lease and use of the facilities and premises whether occurring on the premises or not.
6. Lessee shall provide PCRD with a copy of a current, paid to date, liability policy in the amount of no less than one million (\$1,000,000.00) US Dollars insuring Lessee with

PCRD listed as an additional temporary insured from injury to person or property arising out of the activities and use of the leased premises during the lease period.

- 7. Lessee may charge admission to the facility during a Tournament. Any PCRD employees, concession workers, and volunteers assisting PCRD during the tournament in matters for which PCRD is responsible may enter the premises at any time without charge for admission.
- 8. No food or drink items of any kind may be sold by Lessee at the Pierce County Parks & Recreation Complex without prior approval. Pierce County Parks & Recreation maintains and operates concession stands on the respective premises.

SPECIFIC RULES AND REGULATIONS

- 1. The Pierce County Parks & Recreation will have fields ready as weather permits. Field(s) will be mowed, dragged and/or lined prior to usage.
- 2. NO vehicles or other motorized forms of transportation are allowed inside the park area at any time. All vehicles and other motorized forms of transportation must be parked in designated parking areas.
- 3. The premises are a drug free and alcohol-free zones at all times.
- 4. No pets are allowed. The only exceptions are registered Service Animals under full control of the handler at all times. Handlers of such animals shall be responsible for the proper sanitation behind their service animals.
- 5. No guns are allowed.
- 6. The Recreation Department encourages the Tournament Director to use certified Umpires and Experienced Scorekeepers.
- 7. All PCRD Policies and Procedures will apply. A copy of which are attached to this agreement and made a part hereof. However, where in conflict, the terms of this agreement shall control.
- 8. The individual signing this agreement on behalf of PCRD and Lessee warrant that they have full and complete authority to execute the Lease on behalf of the party whom they are signing and shall be individually and fully liable for any breach of warranty.
- 9. Lessee agrees to the payments in the following fee schedule and same are consideration for this lease.

_____ Please Initial confirming you agree to all Rules and Regulations set forth above.

Fee Schedule for Pierce County:

<u>\$150.00</u>	Advance Clean-up Deposit (will be refunded if clean-up is completed by Lessee).
<u>\$20.00</u>	Hourly Field Rental Fee per field per hour (If lights will be needed an additional \$10.00 per hour charge will be added)
<u>\$100.00</u>	Field Rental Fee per field per day.
<u>\$250.00</u>	Gymnasium Rental Fee per day.
<u>\$25.00</u>	per hour for each county employee required to be on duty as determined between the Parks & Recreation Director and the Lessee.
<u>\$25.00</u>	per hour for each law enforcement officer required to be on duty as determined between the Parks & Recreation Director and the Lessee.

Agreed to this, the _____ day of _____, _____.

Chairman or County Manager

Lessee by authorized agent

Witness

Witness

Contact Information

Address and other contact information of person signing for Lessee:

Street Address

City, State, Zip

Home Phone #

Work Phone #

Cell Phone #

E-mail

EXHIBIT “A”

The facilities to be utilized under this agreement are specifically listed below:

<u>Facility Name</u>	<u>No. of Rental Hours/Days</u>	<u>Daily/Hourly Rate</u>	<u>Total</u>
Burgsteiner Field		\$100.00/\$20.00	\$
_____ .00			
Bowen Field		\$100.00/\$20.00	\$-
_____ .00			
Jowers Field		\$100.00/\$20.00	\$
_____ .00			
Thompson Field		\$100.00/\$20.00	\$
_____ .00			
Tiger Field		\$100.00/\$20.00	\$
_____ .00			

Number of County personnel required for rental period:

<u>Personnel Description</u>	<u>No. of Personnel</u>	<u>Personnel Hours</u>	<u>Total</u>
Regular Facility Workers			\$
_____ .00			
Law Enforcement			\$
_____ .00			
Facility Deposit (waived for hourly rentals less than four hours)			\$150.00
TOTAL AGREEMENT COST:			\$
_____ .00			

CANCELLATION POLICY

Pierce County Parks & Recreation understands that schedules change at times due to a variety of reasons. In order to receive a refund, the Lessee shall request a refund, in


writing, to the Pierce County Recreation Director. Requests for refund shall be processed as follows:

- 30 days in advance: 100% deposit + 100% paid rental fee
- 15-21 days in advance: 100% deposit + 75% paid rental fee
- 7-14 days in advance: 100% deposit + 50% paid rental fee
- 2-6 days in advance: 100% deposit + 25% paid rental fee
- Less than two days or no show: 100% deposit + 0% paid rental fee

Please note that the above cancellation policy applies for inclement weather as well. Please be sure to stay up to date with local weather forecasts to ensure that you are able to obtain a refund if a cancellation is imminent. All approved cancellations will be processed within thirty (30) business days following the receipt of the written request.

Commissioner Randy Dixon made a motion to approve the Recreation Facility Agreement as presented. Commissioner David Lowman seconded the motion. All voted aye and motion was approved.

11. **Request approval to put out RFP for Jail Addition Construction Management Services.**

 **AIA®**

Document B104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the fourth day of February in the year 2020

BETWEEN the Architect's client identified as the Owner:

Pierce County Board of Commissioners
312 Nichols Street
Blackshear, GA 31516
Telephone Number: (912) 449-2022

and the Architect:

Studio 8 Design, LLC
2722 N. Oak Street
Valdosta, GA 31602
Telephone Number: (229) 244-1188

for the following Project:

Pierce County Jail Addition
300 Pierce Industrial Blvd.
Blackshear, GA 31516

The Owner and Architect agree as follows.

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

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

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- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

The construction budget for the work is \$3,460,000.00.

§ 1.2 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. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same

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or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 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 11.8:

- 1 General Liability
 - \$2,000,000 Aggregate
 - \$1,000,000 per claim
- 2 Automobile Liability
 - \$1,000,000 Aggregate
- 3 Workers' Compensation
 - State Requirements Met
 - \$1,000,000 per claim
- 4 Professional Liability
 - \$2,000,000 Aggregate
 - \$2,000,000 per claim

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. 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.

§ 3.1.2 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. 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.

§ 3.1.3 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 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 discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

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

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and 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.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 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.

§ 3.4.1.3 Subject to Section 4.2, 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.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, 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.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 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.

§ 3.4.2.4 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.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 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 3.4.2 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.

§ 3.4.3.2 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.

§ 3.4.4 Submittals

§ 3.4.4.1 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 any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 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 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.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work
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 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion
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; 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 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.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. 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.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in 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 as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services fourteen (14) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES
§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs.

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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 furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 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 require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 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.

§ 5.6 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.

§ 5.7 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.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 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.

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

ARTICLE 6 COST OF THE WORK
§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternatives 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

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Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have 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 current 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 shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when 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

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the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. 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 9.6

§ 8.2 Mediation

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

§ 8.2.2 Mediation, 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. 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.

§ 8.2.3 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:

[X] Litigation in a court of competent jurisdiction

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 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, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 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 or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of 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 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. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum

\$240,000.00

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:

Any change in project scope ordered by the Owner, whether prior to construction contracting or by change order to a construction contract, shall result in extra fee to the Architect equal to 7.5% of the construction cost of the added scope.

§ 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:

A fee to be negotiated.

§ 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 ten percent (10%), or as follows:

§ 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:

Design Phase	Twenty-five	percent (25	%)
Construction Documents	Twenty-five	percent (25	%)
Construction Contracting	Twenty-five	percent (25	%)
Construction Administration	Twenty-five	percent (25	%)
Total Basic Compensation	one hundred	percent (100	%)

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§ 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.

§ 11.8 Compensation for Reimbursable Expenses

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

.3 Permitting and other fees required by authorities having jurisdiction over the Project;

.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

§ 11.8.3 Costs related to transportation, communication, printing, postage and other such expenses normal to the practice of architecture are included in the lump sum fee.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

1 % per month

§ 11.9.2.2 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.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

- 12.1 The Architect shall arrange and pay for all necessary site surveys and investigation and construction testing required by the work.
12.2 All travel, printing, copying, and other incidental costs of providing service under this Contract is included in the Contract Sum.
12.3 Architect will require of builder Performance Bond and Material and Payment Bond to cover all work built for the county.

ARTICLE 13 SCOPE OF THE AGREEMENT

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



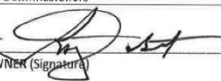
§ 13.2 This Agreement is comprised of the following documents identified below:

1. AIA Document B104™ 2017, Standard Abbreviated Form of Agreement Between Owner and Architect
2. AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

N/A
3. Exhibits:

N/A
4. Other documents:

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

 OWNER (Signature) Neal Bennett, Chairman, Pierce County Board of Commissioners	 ARCHITECT (Signature) James Ingram, AIA, NCARB, Managing Member
 OWNER (Signature) Ramsey Bennett, Sheriff, Pierce County	

Commissioner Randy Dixon made a motion to approve the agreement with Studio 8 for Jail Addition Construction Management Services. Commissioner Harold Rozier seconded the motion. All voted aye and motion was approved.

ADJOURN

Chairman Bennett adjourned the meeting at 6:26 PM.

Neal Bennett

Harold Rozier

Mike Streat

Randy Dixon

David Lowman