

Proclamation Declaring Local State of Emergency for a Section of County Road 222

Whereas, On February 1, 2024, the Cullman County Road Department discovered erosion around a pipe along the edge of a section of County Road 222 near the intersection of the I-65 Exit 205 Interchange; and

Whereas, it has been determined that this erosion is a result of a collapsed drainage culvert located beneath this section of heavily traveled County Road 222 which is located in a section of unincorporated Cullman County; and

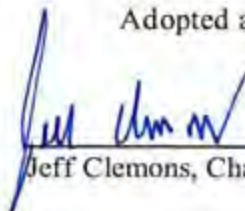
Whereas, this section of County Road 222 was recently milled and resurfaced from the intersection of the I-65 Exit 205 Interchange extending west to the Topre America metal stamping facility; and

Whereas, this erosion continues to expand and in order to prevent the expansion of the wash-out into the travel lanes of this section County Road 222 the County Road Department has backfilled the area with stone until the culvert can be replaced. The eroding area required the county to temporarily close this section of County Road 222 while the wash-out was backfilled with stone and if this culvert is not urgently replaced the county will be forced to close this heavily traveled section of road that intersects with I-65 permanently; and

Whereas, the roadway is currently open for travel, however, if this culvert is not replaced, large vehicles that serve several industries to west of this area including garbage service and Fire and Rescue services will soon be restricted to avoid additional weight to the travel lane and eventually closed if this erosion spreads into the travel lanes of this section of County Road 222. It is the determination of the County Engineer that a delay in remedying would potentially cause immediate harm to a person or public property.

**Now**, Therefore, the County Commission and Chairman of the Cullman County Commission, Alabama hereby declare a proclamation for a local state of emergency regarding this section of County Road 222. The Cullman County Commission will explore immediate needs, resources, and funding to stabilize and repair the potential worsening situation for the residents of Cullman County.

Adopted and approved this 22<sup>nd</sup> day of February 2024.

  
\_\_\_\_\_  
Jeff Clemons, Chairman

Attest:

  
\_\_\_\_\_

John Bullard, County Administrator

**CULLMAN COUNTY COMMISSION**  
**RESOLUTION # 2024-11**

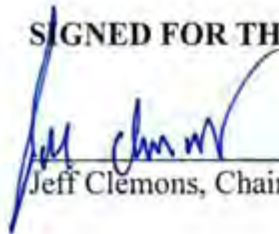
**WHEREAS**, the Cullman County Commission has elected to apply for CDBG Urgent Need (Emergency Funds) funding assistance from ADECA's Community Development Block Grant Program to repair a failing culvert that has created a sinkhole along the road shoulder on County Road 222 near the intersection of the I-65 Exit 205 Interchange.

**THEREFORE**, be it resolved by the County Commission of Cullman County, Alabama, as follow:

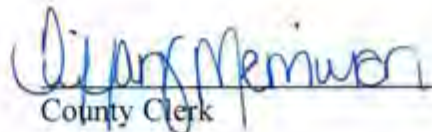
**THAT, JEFF CLEMMONS, CHAIRMAN**, is hereby authorized to execute and submit an application with appropriate assurances and all related documents to the State of Alabama, Department of Economic and Community Affairs, required to secure the requested Urgent Need funds from ADECA's Community Development Block Grant Program to repair the culvert which extends beneath this section of County Road 222.

**READ AND ADOPTED** this the **22nd** day of **February 2024**.

**SIGNED FOR THE CULLMAN COUNTY COMMISSION:**

  
\_\_\_\_\_  
Jeff Clemons, Chairman

Attest:

  
\_\_\_\_\_  
County Clerk

RESOLUTION NO. - 2024- 07

WHEREAS, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for the County Road 538 is greater than is reasonable and safe under the conditions found to exist upon said road; it is

THEREFORE RESOLVED, that the proper maximum speed for County Road 538 is set at 30 miles per hour at all times and no person shall operate a motor vehicle in excess of 30 miles per hour set speed on said County Road 538;

IT IS FURTHER RESOLVED that any violations of this Resolution shall be unlawful and punished pursuant to Title 32, Chapter 5A, Code of Alabama, 1975.

ADOPTED this the 22nd day of February 2024.

ATTEST:

  
COUNTY CLERK

  
JEFF CLEMONS, CHAIRMAN

  
GARRY MARCHMAN  
COMMISSIONER

  
KERRY WATSON  
COMMISSIONER

  
KELLY DUKE  
COMMISSIONER

  
COREY FREEMAN  
COMMISSIONER

## Resolution 2024-08

**WHEREAS**, James R. Blackwood has over 38 years' experience working with the Cullman Sheriff's Office; and

**WHEREAS**, the size, scope, and the impact of the Sheriff's Office has grown substantially; and

**WHEREAS**, through his tireless leadership, his continuous support played an instrumental role in the training of deputies; and

**WHEREAS**, the naming of a facility is an appropriate recognition for such a distinguished person; and

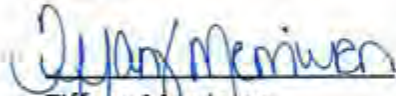
**WHEREAS**, the Training Building is a significant enhancement to the Sheriff's Office; and


**NOW THEREFORE BE IT RESOLVED**, that the Cullman County Commission hereby names the Sheriff's Office Training Center in honor of James R. Blackwood; and

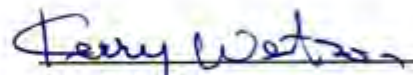
**BE IT FURTHER RESOLVED**, by the Cullman County Commission that the Cullman County Sheriff's Office Training Center, which serves as the local training center for Law Enforcement, be officially named James R. "Ricky" Blackwood Training Center.

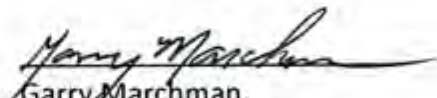
**ADOPTED THIS 22 DAY OF FEBRUARY 2024**

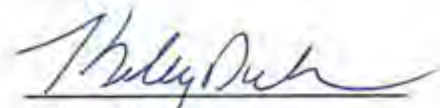
Attest:


  
Tiffany Merriman,  
County Clerk

  
Jeff Clemons,  
Chairman

  
Kerry Watson,  
Commissioner

  
Garry Marchman,  
Commissioner

  
Kelly Duke,  
Commissioner

  
Corey Freeman,  
Commissioner

**RESOLUTION 2024-09  
OF THE CULLMAN COUNTY COMMISSION**

**WHEREAS**, voters will soon consider Amendment 1, which will be on the ballot during the 2024 Primary Election held on March 5, 2024; and

**WHEREAS**, the Legislature regularly passes local laws and local constitutional amendments that impact the services provided to the county's residents, as well as the mechanisms for funding these services; and

**WHEREAS**, some of these taxpayer-funded services include law enforcement, education, fire protection, ambulance services, the regulation of alcoholic beverages, and economic development; and

**WHEREAS**, since 1984, the Alabama Constitution has required that no legislation be considered by the Legislature until both of the State's annual budgets are passed and delivered to the Governor; and

**WHEREAS**, there is an exception that allows the Legislature to consider other matters ahead of the budgets by adopting a "Budget Isolation Resolution" (BIR) by a vote "of not less than three-fifths of a quorum present"; and

**WHEREAS**, the language of this exception has been interpreted various ways since 1984 and has generated lawsuits in recent years over how many votes are needed to adopt a BIR; and

**WHEREAS**, if a court finds that a local law's BIR was adopted improperly, it could result in that local law being challenged on procedural grounds, even if the local law otherwise passed both chambers and became law; and

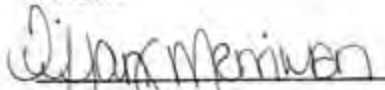
**WHEREAS**, Amendment 1 would allow local bills and local constitutional amendments to be considered by the Legislature without the adoption of a BIR, removing a procedural step from the legislative process; and

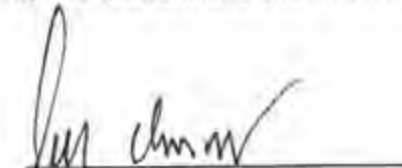
**WHEREAS**, the Association of County Commissions of Alabama has adopted a resolution encouraging Alabamians to vote yes to Amendment 1 on March 5, 2024.

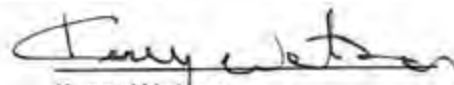
**NOW, THEREFORE BE IT RESOLVED BY THE CULLMAN COUNTY COMMISSION** that it encourages the citizens of the county to go to the polls on March 5, 2024, and make their voices heard on Amendment 1.

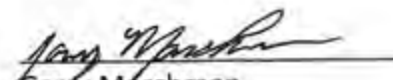
**DONE** this 22nd day of February 2024

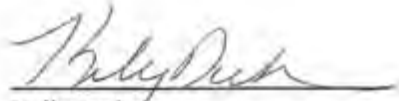
Attest:

  
Tiffany Merriman,  
County Clerk

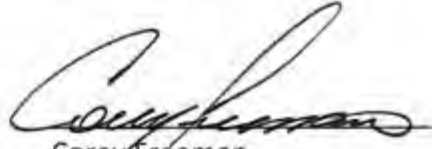
  
Jeff Clemons,  
Chairman

  
Kerry Watson,  
Commissioner

  
Garry Marchman,  
Commissioner



Kelly Duke,  
Commissioner



Corey Freeman,  
Commissioner

**RESOLUTION NO. - 2024- 10**

**WHEREAS**, the Cullman County Commission based on an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for the County Road 1545 is less than is reasonable and safe under the conditions found to exist upon said road; it is

**THEREFORE RESOLVED**, that the proper maximum speed for County Road 1545 from US Hwy 69 to County Road 1527 is set at 50 miles per hour at all times and no person shall operate a motor vehicle in excess of 50 miles per hour set speed on said County Road 1545;

**IT IS FURTHER RESOLVED** that any violations of this Resolution shall be unlawful and punished pursuant to Title 32, Chapter 5A, Code of Alabama, 1975.

**ADOPTED** this the 22nd day of February 2024.


ATTEST:

  
COUNTY CLERK

  
JEFF CLEMMONS, CHAIRMAN

  
GARRY MARCHMAN  
COMMISSIONER

  
KERRY WATSON  
COMMISSIONER

  
KELLY DUKE  
COMMISSIONER

  
COREY FREEMAN  
COMMISSIONER



# CULLMAN COUNTY COMMISSION

## Tentative Commission Meeting Dates for 2024

<b>Month</b>	<b>Date</b>	<b>Time</b>	<b>Location</b>
January 2024	Thursday, January 18	6:00 pm	Commission Meeting Room
February 2024	Thursday, February 22	6:00 pm	Commission Meeting Room
March 2024	Tuesday, March 19	6:00 pm	Commission Meeting Room
April 2024	Thursday, April 18	6:00 pm	Commission Meeting Room
May 2024	Tuesday, May 21	6:00 pm	Commission Meeting Room
June 2024	Tuesday, June 18	6:00 pm	Commission Meeting Room
July 2024	Tuesday, July 16	6:00 pm	Commission Meeting Room
August 2024	Tuesday, August 13	6:00 pm	Commission Meeting Room
September 2024	Tuesday, September 17	6:00 pm	Commission Meeting Room
October 2024	Thursday, October 17	6:00 pm	Commission Meeting Room
November 2024 (Organizational Meeting- Date mandated by statute)	Wednesday, November 13	10:00 am	Commission Meeting Room
November 2024	Tuesday, November 19	6:00 pm	Commission Meeting Room
December 2024	Tuesday, December 17	6:00 pm	Commission Meeting Room

\* Meetings are normally held on the third Tuesday of each month unless there is a Monday holiday, then it is held on Thursday of that week.

\* April is scheduled on the 3rd Thursday due to the Election and August is moved up one week due to ACCA conference.



# ESTIMATE

Smith Lake Pool  
Mechanical Room Upgrade

Order # 256966-R1  
Date 02/01/24  
Consultant Cory B Goodman  
WQA Steve Gibson  
Billing Terms Credit Card

## Proposed To

Smith Lake Pool  
Brittney Heron  
403 Co Rd 386  
Cullman, AL 35057

## Ship To

Smith Lake Pool  
Brittney Heron  
403 Co Rd 386  
Cullman, AL 35057

Phone: Fax:  
Courier Service  
BEST WAY

## Order Description

BECSys3 Controller with Pulsar Precision Chlorinator, Stenner Feeder for Acid and vat.

## Order Items

Line Item Code	Description	Quantity	Unit Price	Item Total
CJ BECSYS3-ONS1TPRIX	<b>BECSys3 Chemical Controller (ORP), No Communications</b>	1	5,888.96	5,888.96
	BECSys3 Chemical Controller (ORP) Rotary Flow Switch, Short Sensor Wires, Temperature Sensor, Platinum Band, Probe Cell Assembly with acrylic mounting plate. Includes Power/Pump Cords, No Communications			
INST-3	Standard Installation of BECSys3-ORP Chemical Control System including sample stream tubing for flow cell (25 feet maximum run) (Materials included if not listed under separate line item) No wall penetrations included. No Electrical Included	1		
	Standard Installation of BECSys3-ORP Chemical Control System including sample stream tubing for flow cell (25 feet maximum run) (Materials included if not listed under separate line item) No wall penetrations included. No Electrical Included			
PSW3	Professional Start Up & Operator Training on BECSys3 ORP Controller by Factory Certified Technician 5 year Factory Warranty	1		
BM 73250	<b>Pulsar Precision Chlorinator System</b>	1	7,112.76	7,112.76
	<i>Competitive Bounty Discount</i> Pulsar Precision Feeder Dry Chlorinator, 5-192 lb per day output, High Capacity Erosion (HCE) Technology Automatic cleaning features with improved serviceability, 25.3"W x 29.8"D x 40.9"H, 60 lbs. (220 lbs full), 70 lb tablet capacity; 120lbs. with optional 50-lb funnel extender. Includes 1 HP Booster Pump Power Requirements: 120-240VAC, 1.6/6.3A, 220-15 Amp dedicated service. For pools up to 2,625 GPM per FL DOH, Recommended 600,000 Gallon Max			



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Aquafinity \* Jupiter FL \* Anderson SC \* Addison TX \* Phoenix AZ





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Date 02/01/24  
Consultant Cory B Goodman  
WQA Steve Gibson  
Billing Terms Credit Card

**Proposed To**

Smith Lake Pool  
Brittney Heron  
403 Co Rd 386  
Cullman, AL 35057

**Ship To**

Smith Lake Pool  
Brittney Heron  
403 Co Rd 386  
Cullman, AL 35057

Phone: Fax:  
Courier Service  
BEST WAY

Install	Installation of Pulsar Precision Feeder with Booster pump and venturi plumbing. No Electrical.	1		
	Labor for installation of equipment quoted. Electric and permits (if applicable) by others.			
BN PBPK6	Pulsar Booster Pump Plumbing Kit, 6" Return	1		
	Pulsar Booster Pump SCH 40 PVC Plumbing Kit for 6-inch return line. Material only - Labor listed separately.			
HL 446015	Saddle Clamp-It 6" x 1.5" PVC - IPS 1-1/2" Thread	2		
	PVC Clamp - IT 6" x 1.5" IPS Saddle Used for Pulsar & Chlorking Installation			
HH MA2005	1.5" PVC Ball Valve	2		
	VALVE, BALL, 1.5", PVC, NEWVAL, EPDM, SOC, TRU-UNION			
JF 3436-015	Adapter, Male MTA, 1.5", MT X S, S40	2		
	MTA Male Thread Adapter, 1-1/2", S40			
JF 3406-015	Elbow, 90°, 1.5, S40	8		
	Elbow, 90°, 1.5, PVC, S40			
JF 3900-015	Pipe per foot, 1.5, PVC, S40	30		
JF 3402-130	Reducing Tee, PVC, 1x1x.5, S40, SxSxT	1		
JF 3861-079	Nipple, 1/2" x 2" Threaded, PVC, S80	1		
HH 5029.7-05	Ball Valve, .5" TXT, S40	1		
JF P8MC8	Compression Fitting, 1/2 Parker	1		
JF 3417-015	Elbow, 45°, 1.5, SXS, S40	2		
	Elbow, 45°, 1.5, PVC, S40			
Essential Supplies	Installation Supplies PVC Primer & Glue	1		
BC 45MJL5A1S	50 GPD Adj Rate Stenner Feeder,#5,120V,1/4, 45M5	1	659.13	659.13
	50 GPD Adj Rate Stenner Feeder,#5,120V,1/4 1.7A @ 120/60 power, Nema 5/15 power cord			



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**ESTIMATE**  
 Smith Lake Pool  
 Mechanical Room Upgrade

**Order #** 256966-R1  
**Date** 02/01/24  
**Consultant** Cory B Goodman  
**WQA** Steve Gibson  
**Billing Terms** Credit Card

**Proposed To**

Smith Lake Pool  
 Brittney Heron  
 403 Co Rd 386  
 Cullman, AL 35057

**Ship To**

Smith Lake Pool  
 Brittney Heron  
 403 Co Rd 386  
 Cullman, AL 35057

**Phone:**  
**Courier Service**  
 BEST WAY

**Fax:**

JE 7122-011	Hinged Lid, 55 Gallon Vat	1	339.91	339.91
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**Additional Information**

Shipping is estimated and subject to change based on actual shipping charges. Any electrical, if required, will not be performed by Duffield Aquatics. Please confirm that all billing, shipping, and contact information is correct before submitting acceptance.

Please click link below to digitally accept this proposal

<b>Subtotal</b>	14,000.76
<b>Adjustment</b>	0.00
<b>Total</b>	14,000.76
<b>Shipping</b>	384.06
<b>Tax</b>	0.00
<b>Grand Total</b>	14,384.82
<b>Payments</b>	0.00
<b>Payment Due</b>	0.00

Proposal Acceptance

**Signature**

**Date**

We are pleased to submit the above package for your consideration.

1. Please complete and return the delivery schedule if attached to this package, it is designed to help coordinate delivery dates that best coincide with your construction and draw schedules.
2. It is your responsibility to provide the required permits, bonds and acceptable electrical connections. Proof of these requirements must be presented to CES on demand.
3. You may incur restocking fees if you choose to return any items included in this package to CES. Restocking fees vary per manufacturer.
4. Any changes to this order must be made in writing to CES.
5. Freight charges are estimates only and the actual freight costs may be different at time of shipping.
6. If capital dollars are not readily available, you may acquire this package through a lease or rent to own arrangement pending lending source approvals.
7. Payment terms are subject to the credit agreement you have on file with CES.

This estimate is valid for 30 days from the above date after which the estimate may be subject to change.

Your signature above is considered your acceptance of this proposal and is subject to all terms and conditions of your credit arrangement with CES.  
 THANK YOU!



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 Aquafinity \* Jupiter FL \* Anderson SC \* Addison TX \* Phoenix AZ



**STIVERS FORD LINCOLN**  
4000 EASTERN BLVD  
MONTGOMERY, AL 36116

**2024 FORD F150 SUPERCREW 4x4 PICKUP -- STATE CONTRACT T191**

**CONTRACT NUMBER:** MA220000003128-15

**CONTRACT AMOUNT:** \$42,810

**INCLUDES:** 2.7L EcoBoost V6 Engine, 10-Spd Auto, 4x4, 145" Wheelbase, 5.5' Bed, Class IV Trailer Hitch w/ 4/7 Pin Connector, Power Windows, Power Door Locks w/ Integrated Key Transmitter Keyless Entry, Power Tailgate Lock, Cruise Control, Black Vinyl Flooring, 17" Silver Steel Wheels, Ford Co-Pilot 360 2.0, 36 Gallon Fuel Tank

**EQUIPMENT GROUP OPTIONS**

W1L 101A XL Equipment Group (Base Equipment Group on Contract) \$ 42,810

W2L 201A STX - FX4 Equipment Group: STX w/ 18" Black Aluminum Wheels, LT265/70R18C All Terrain Tires, E-Locking Rear Axle, Off-Road Tuned Front Shock Absorbers, Monotube Rear Shocks, Hill Descent Control, 6" Black Running Boards, Skid Plates: Fuel Tank, Transfer Case, & Front Diff, Dual Exhaust w/ Black Tips. \$ 6,487

**EXTERIOR COLOR OPTIONS:**

YZ Oxford White

**INTERIOR OPTIONS:**

8B Unique Sport Cloth 40/Console/40 - Black/Bronze (Only Choice for STX FX4 201.) \$ -

**DRIVE TRAIN OPTIONS:**

995 5.0L V8 Engine \$ 1,370

**OPTIONS:**

**STIVERS OPTIONS:**

WT1 All Weather Rubber Mats \$ 199

SL1 Spray-in Bed Liner (5-1/2" bed) \$ 595

**DELIVERY: State Contract Provisions for \$2.00 / mile one-way** 152 miles \$ 304

Delivery Address: 2883 Hwy 69 North, Cullman Al

**TOTAL VEHICLE ( Required ) \$ 51,765**

**Customer:** Cullman County Commission-Engineer

**Contact:** Philip B. Widner, P.E.

**Phone:** Cullman County Engineer

2883 Hwy 69 North

**Email:** Cullman, AL 35058

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

**SIGNATURE: ( Required )**

\_\_\_\_\_

**DATE ( Required ):**

\_\_\_\_\_

**PURCHASE ORDER NUMBER: ( Required )**

**QUANTITY**

**STIVERS FORD LINCOLN**  
4000 EASTERN BLVD  
MONTGOMERY, AL 36116

**2023 FORD EXPLORER -- STATE CONTRACT T191L**

CONTRACT NUMBER: 220000003128-3

CONTRACT AMOUNT: \$33,098

MODEL SERIES

K8B

ORDER CODE 100A

Utility Vehicle - Ford Explorer Four Wheel Drive Equipped With 3.3L V6 Engine & 10-Speed Automatic Transmission

K8B	Explorer 4WD Model - 3.3L V6 Engine w/ 10 Speed Transmission	<b>SOLD OUT</b>	\$ 33,098	<input checked="" type="checkbox"/>
K7D	<u>Upgrade to 2wd XLT Explorer (K7B) w/2.3L Eco boost Engine-</u> <u>Includes all Base standard equipment, plus:</u>		\$ 4,360	<input checked="" type="checkbox"/>

**INTERIOR/COMFORT**

**EXTERIOR**

- Interior Finishes on XLT Ebony Interior
- Light Slate Colored Uppers: Headliner, Console, Pillars, Grab Handles, Visors and Shade
- Satin Silver Twilight Color on Center S Wheel Bezel, Instrument Panel Applique and Armrest Carrier
- Door Handles – Body-Color
- Grille – Black Mesh Insert with Chrome Bars
- LED Signature Lighting
- Lower Bodyside Cladding – Black with Chrome Accent
- Rear Bumper Step Pad – Molded-In-Color Black
- Roof-Rack Side Rails – Black with Black End Caps

**SAFETY/SECURITY**

- High Gloss Black Color on Center Stack
- Instrument Panel Cluster – 6.5" Color LCD Screen
- Interior Environments
- Ebony with Light Slate Uppers
- Mirrors, Sideview – Power and Heated Glass,
- Manual [1] Folding, Security Approach Lamps and Black Caps
- Perimeter Alarm

**FUNCTIONAL**

- Seats
- Unique Cloth
- 10-way Power Driver's
- 4-way Power Passenger
- First Row Heated Seats
- Second Row Captain's Chairs with Armrests
- Steering Wheel – Leather-Wrapped
- 4-Door Intelligent Access (Lock/Unlock) with Push-Button Start
- USB Ports, Second Row – One (1) "A" and one (1) "C" (replaces a PowerPoint 12V Port on the back side of the Front Console)

EXTERIOR COLOR OPTIONS -- Colors are NC:

YZ	Oxford White	\$	-	<input checked="" type="checkbox"/>
86	Unique Cloth Seats - Ebony	\$	-	<input checked="" type="checkbox"/>
<u>DELIVERY: State Contract Provisions for \$2.00 / mile one-way</u>		\$	-	<input type="checkbox"/>

Delivery Address: \_\_\_\_\_

**TOTAL VEHICLE ( Required )**

Customer: \_\_\_\_\_

**X2 \$ 74,916**

Contact: \_\_\_\_\_

PURCHASE ORDER NUMBER: ( Required )

QUANTITY

S009	K7D	PGC14122
S028	K7D	PGC14339

DOCUMENT 00 63 63  
EJCDC C - 941 CHANGE ORDER

Change Order No. 1-Final

Date of Issuance: February 14, 2024 Effective Date: February 14, 2024

Project: Pandemic Response Center (CDBG Project No. CV-NC-20-041)	Owner: Cullman County Commission	Owner's Contract No.:
Contract: Pandemic Response Center		Date of Contract: June 7, 2022
Contractor: Jet-Pep, Inc.		Engineer's Project No.: 1320

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

Sidewalk construction (\$5,100.00) was removed from scope for Item No. 1 (PRC Building).

Item No. 3 (Replacement Natural Gas Service to Building) was not included in the scope of work.

**Attachments (list documents supporting change):**

N/A

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 934,695.20

[Increase] [Decrease] from previously approved  
Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

\$ N/A

Contract Price prior to this Change Order:

\$ 934,695.20

[Increase] [Decrease] of this Change Order:

\$ 7,200.00

Contract Price incorporating this Change Order:

\$ 927,495.20

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:  Working  Calendar

Substantial completion (days or date): 402

Ready for final payment (days or date): 432

[Increase] [Decrease] from previously approved Change  
Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion (days or date): 402

Ready for final payment (days or date): 432

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): 402

Ready for final payment (days or date): 432

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 2/14/24

ACCEPTED:

By: [Signature]  
Owner (Authorized Signature)

Date: 2/22/24

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 2/14/24

Approved by Funding Agency (if applicable):

# CATASTROPHIC INMATE MEDICAL INSURANCE

HUNT INSURANCE GROUP      A KING INSURANCE PARTNERS COMPANY

Date of Proposal: January 30, 2024  
 Proposed Insured: Cullman County Commission  
 City, State: Cullman, AL  
 Facilities Include: Cullman County Detention Center  
 Issuing Company: Sirius America Insurance Company, A.M. Best Rating "A-" Excellent  
 Coverage Type: Limited Health Expense Benefits - provided outside the walls of the facility, or facilities, listed above and as outlined in the Insurance Policy  
 Policy Form: Blanket Accident Medical  
 Effective Date: February 1, 2024  
 Number of Inmates: 322

Specific Coverage:	Option 1	Option 2
Per Inmate Deductible:	\$20,000	\$30,000
Per Inmate Coverage Limit:	\$300,000	\$300,000
Policy Maximum:	\$1,200,000	\$1,200,000
Rate Per Inmate Per Month:	\$21.59	\$16.04
Covered Expenses:	Eligible Medical Services shall accumulate to satisfy the Per Inmate Deductible as outlined below and be reimbursed at the following:	
In-Patient Hospital Services:	Lesser of the Amount Paid or 45% of Eligible Billed Charges	Lesser of the Amount Paid or 45% of Eligible Billed Charges
Outpatient Hospital Services:		
Physician Services:		
Outpatient Diagnostic and Lab Services:		
Ambulance Services:		
Medical Services and Supplies:	Lesser of the Amount Paid or 150% of Medicare	Lesser of the Amount Paid or 150% of Medicare
Dialysis:		
Prescription Drugs:	Limited to those provided and administered during a Hospital Stay	Limited to those provided and administered during a Hospital Stay
Benefits/Exclusions:		
Prior-to-Booking/In-Pursuit:	Included	Included
Security & Guarding:	Excluded	Excluded
Dental:	Excluded	Excluded
HIV/AIDS:	Included	Included
Pregnancy:	Included (Inmate only)	Included (Inmate only)
Specialty Drugs:	Excluded	Excluded
Substance Abuse:	Excluded	Excluded
Mental and Nervous Disorders:	Excluded	Excluded
<b>Total Premium:</b>	<b>\$83,423.76</b>	<b>\$61,978.56</b>

### Terms and Conditions

- This proposal is based on data submitted and other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending, or denied pending additional information, or which the prospective insured or authorized representative should otherwise be aware of.
- Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates, or factors of this offer or can void offer and coverage.
- Claim Provisions:
 

	From:	To:
Claims Incurred:	February 1, 2024	January 31, 2025
Claims Reported:	February 1, 2024	July 31, 2025
Claims Submitted:	February 1, 2024	July 31, 2025
- This proposal is valid for the stated effective date shown above provided the prospective insured or its authorized representative elects one of the above options by January 31, 2024, by submitting a signed application, which will be provided after your selection is made. Until we obtain the signed application, the rates and factors are subject to change as additional information is received.
- Acceptance of this quote is contingent upon and subject to the actual terms of the policy as issued, which occurs upon binding and premium payment. If there is any conflict between this quote and the policy, the policy will govern in all cases.

Desired Coverage:     Option 1     Option 2

Printed Name: Jeff "Clem" Clemons Title: Chairman

Date: 2/26/24

Signature: 



**Catastrophic Inmate Medical Insurance** Administered by Hunt Insurance Group

2075 Carter Pointe Blvd, Ste. 101, Tallahassee, FL 32308 ☎️ Toll Free (800) 762-4866 🌐 huntbenefits@huntins.com 🌐 www.inmatemedicalinsurance.com

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**Sirius America Insurance  
Company**  
140 Broadway  
New York, NY 10005

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**APPLICATION FOR LIMITED BENEFIT HEALTH INSURANCE**

**Part I Proposed Policyholder**

a. Full Legal Name of Proposed Policyholder  
Cullman County Commission

b. Address  
500 2nd Avenue SW, Cullman, Alabama 35055

c. Proposed Policyholder is  A correctional facility or authority of a state, county or municipality, or  a management company providing health services to inmates

d. Requested Effective Date February 1, 2024

*Policy will become effective on the Requested Effective Date only if (a) all required information is provided and (b) Sirius America has received the initial premium on or before that date.*

e. Who will be insured? Please check each category that applies.

1. Eligible Persons during Pursuit
2. Eligible Persons in Custody of a correctional facility of a state, county or municipality
3. Eligible Persons Incarcerated in a correctional facility of a state, county or municipality

**Part II Plan of Insurance and Premium Calculation**

a. Plan of Benefits

1. Maximum Benefit per Covered Inmate Per Policy Year \$ 300,000
2. Maximum Benefit for injuries sustained during Pursuit \$ 1,200,000
3. Policy Aggregate Maximum per Policy Year 1,200,000
4. Deductible Per Covered Inmate Per Policy Year \$ 20,000


b. Premium Calculation

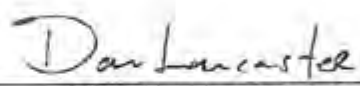
1. Rate Per Covered Inmate per month \$ 21.59
2. Number of Covered Inmates on the Policy Effective Date 322
3. Initial Premium \$ 83,423.76

**Part III Acknowledgements and Signatures**

- a. **Fraud Warning** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof
  
- b. **Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that all statements and answers in this application are true and complete. I understand and agree that (a) this application will form part of any policy issued, (b) no information given to or acquired by any representative of Sirius America will bind it, unless it is in writing on this application, (c) no waiver or modification will bind the Company unless it is in writing and is signed by an executive officer of Sirius America, and (d) only those persons eligible under the terms of an issued policy will be insured.

Dated at 8300am on the 27<sup>th</sup> day of February, 2024

  
Signed for the **Proposed Policyholder**

  
Signed by **Licensed Agent**

Title Owner

**Agent License Number** 3000741676



# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the 2nd day of January in the year 2024  
*(In words, indicate day, month and year.)*

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

Cullman County Commission  
500 Second Avenue, S.W., Room 105  
Cullman, Alabama 35055  
Telephone Number: (256) 739-3539  
Fax Number: (256) 739-3525

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

JMR+H Architecture, PC, Professional Corporation  
445 Dexter Avenue  
Suite 5050  
Montgomery, AL 36104  
Telephone Number: 334-420-5672

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

Cullman County AG Center Renovation & Expansion  
17645 US Hwy 31  
Cullman, AL 35058

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

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

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

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### ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

**§ 1.1.1** The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Renovations to be determined as directed by the Cullman County Commission performed as a government service funded by the American Rescue Plan Act.

**§ 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.)*

The facility is an existing pre-engineered steel building arena with additional office, support, and administrative space.

**§ 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.)*

TBD

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

Init.

.1 Design phase milestone dates, if any:

Schematic Design Phase - 60 days  
Design Development Phase - 60 days  
Construction Documents Phase - 120 days  
Advertise - 30 days  
Bidding or Negotiation Phase - 30 days

Construction Administration - 450 days  
The project timeline, including design and construction phases, must allow the County to obligate all funds needed by December 31, 2024 and expend all funds by December 31, 2026.

.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.)*

Design Bid Build

**§ 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.)*

*(Paragraph Deleted)*

**§ 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.)*

John M. Bullard  
500 Second Avenue, S.W., Room 105  
Cullman, Alabama 35055  
Telephone Number: (256) 739-3539  
Fax Number: (256) 739-3525

**§ 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.)*

Kevin Baughn, Assoc AIA  
445 Dexter Avenue  
Suite 5050  
Montgomery, AL 36104

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

**§ 1.1.11.1** Consultants retained under Basic Services:

.1 Structural Engineer:

LBYD, Inc.  
Brad Harrison, P.E.  
1100 South College Street  
Suite 201  
Auburn, AL 36832  
Telephone Number: (334) 246-0155

.2 Mechanical Engineer:

Whorton Engineering, Inc.  
Randy Whorton  
P. O. Box 5190  
Anniston, AL 36205

**.3 Electrical Engineer:**

McCarter Engineering  
Stan McCarter  
878 Avalon Lane  
Anniston, AL 36207

**§ 1.1.11.2 Consultants retained under Supplemental Services:**

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

Not applicable

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

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

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

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

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

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

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

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

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

**§ 2.5.1** Commercial General Liability with policy limits of not less than One million Dollars and Zero Cents (\$ 1000000.00 ) for each occurrence and Two million Dollars and Zero Cents (\$ 2000000.00 ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One million Dollars and Zero Cents (\$ 1000000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

**§ 2.5.4** Workers' Compensation at statutory limits.

**§ 2.5.5** Employers' Liability with policy limits not less than One million Dollars and Zero Cents (\$ 1000000.00 ) each accident, Ten million Dollars and Zero Cents (\$ 10000000.00 ) each employee, and One million Dollars and Zero Cents (\$ 1000000.00 ) policy limit.

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two million Dollars and Zero Cents (\$ 2000000.00 ) per claim and Four million Dollars and Zero Cents (\$ 4000000.00 ) in the aggregate.

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

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

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

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

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

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

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of



the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

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

### **§ 3.2 Schematic Design Phase Services**

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

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

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

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

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

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

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

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

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

### **§ 3.3 Design Development Phase Services**

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

describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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

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

#### **§ 3.4 Construction Documents Phase Services**

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

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

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

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

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

#### **§ 3.5 Procurement Phase Services**

##### **§ 3.5.1 General**

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

##### **§ 3.5.2 Competitive Bidding**

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

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

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

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

### **§ 3.5.3 Negotiated Proposals**

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

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

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

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

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

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

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

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

#### **§ 3.6.2 Evaluations of the Work**

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

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

Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

### **§ 3.6.3 Certificates for Payment to Contractor**

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

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

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

### **§ 3.6.4 Submittals**

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

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

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the

Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

### **§ 3.6.5 Changes in the Work**

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

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

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

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

## **ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

### **§ 4.1 Supplemental Services**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the

Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	NP
§ 4.1.1.2 Multiple preliminary designs	NP
§ 4.1.1.3 Measured drawings	ARCHITECT
§ 4.1.1.4 Existing facilities surveys	ARCHITECT
§ 4.1.1.5 Site evaluation and planning	ARCHITECT
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	ARCHITECT
§ 4.1.1.9 Landscape design	ARCHITECT
§ 4.1.1.10 Architectural interior design	ARCHITECT
§ 4.1.1.11 Value analysis	ARCHITECT
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	ARCHITECT
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	ARCHITECT
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	NP
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	NP
§ 4.1.1.21 Telecommunications/data design	ARCHITECT
§ 4.1.1.22 Security evaluation and planning	ARCHITECT
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	ARCHITECT
§ 4.1.1.29 Other services provided by specialty Consultants	ARCHITECT
§ 4.1.1.30 Other Supplemental Services	NP

#### § 4.1.2 Description of Supplemental Services

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

Init.

*(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.)*

Refer to Supplemental Services in Exhibit D

**§ 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.)*

Not applicable

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

#### **§ 4.2 Architect's Additional Services**

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

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

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

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

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

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

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

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Sixty-four ( 64 ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion.

**§ 4.2.4** 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 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.

#### **ARTICLE 5 OWNER'S RESPONSIBILITIES**

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

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

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

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

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation,



ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 6 COST OF THE WORK**

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

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

budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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

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

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

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

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

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

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

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

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

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

pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

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

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

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

### **§ 8.2 Mediation**

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

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

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

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

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction.

Other: *(Specify)*

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

### **§ 8.3 Arbitration**

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

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

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

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

### **§ 8.3.4 Consolidation or Joinder**

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

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

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

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

#### ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

.1 Termination Fee:

\$10,500.00

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

\$5,000.00

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

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

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 11 COMPENSATION**

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

1. Stipulated Sum  
(Insert amount)

init.

.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)

The Basic Fee shall be a percentage rate applied to the cost of work. The cost of work could be identified in a Budget Amount, Statement of Probable Cost, Certified Bid Tab and/or Project Construction Contract. The Basic Fee will be calculated as delineated with respect to final categories of construction using the IAC Renovation Basic Fee Schedule.

**§ 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.)

Amount invoiced to the Architect plus 40% or hourly using Exhibit B.

**§ 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.)

Amount invoiced to the Architect plus 40% or hourly using Exhibit B.

**§ 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 Forty percent ( 40.00%), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Fifty	percent (	50	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
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.)*

Exhibit B

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

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

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

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent ( 15.00 %) of the expenses incurred.

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

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

No additional coverage required.

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services

Init.



performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

1.5 % monthly

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

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

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

Article 12 Special Terms and Conditions

## ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

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

- .3 Exhibits:

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

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

Other Exhibits incorporated into this Agreement:

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

Exhibit A.1 - Minimum Legal Requirements, Including Relevant ARPA Terms and Conditions Using Revenue Replacement Funds

Exhibit A.2 - ARPA Specific Specifications for Construction      Exhibit A.3 - Byrd Anti-Lobbying Amendment

Exhibit B - Hourly Rates

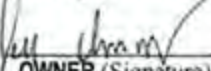
Exhibit C - IAC New / Renovation Basic Fee Schedule

Exhibit D - Supplemental Services Descriptions

- .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)

Jeff Clemons, Chairman  
(Printed name and title)

  
ARCHITECT (Signature)

Timothy R. Holmes, AIA, Principal  
(Printed name, title, and license number, if required)

Article 12  
Special Terms and Conditions  
Standard Form of Agreement Between Owner and Architect  
(AIA Document B101)  
Cullman County Commission  
JMR+H Architecture, PC

- 12.1 **Compensation:** Compensation shall be based on a percentage of construction cost as stipulated in Article 11.
- 12.2 **Consultants:** The basic compensation shall include the cost to the Architect for the services of MEP consultants.
- 12.3 **Bid Items / Alternates:**  
Several alternates may be included in the Construction Documents to allow the Owner to evaluate the cost of various systems and materials and to determine whether to include them in the project.
- 12.4 **ADA Compliance:** The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use his reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Architect, however, cannot and does not warrant or guarantee that the Owner's project will comply with interpretations of ADA requirements and/or requirements of federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.
- 12.5 **Betterment:** If, due to the Architect's error, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.
- 12.6 **Buried Utilities:** The Owner will furnish to the Architect information identifying the type and location of underground improvements. The Architect (or his authorized subconsultant) will prepare a plan that shows the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. The Owner will approve of the locations of subsurface penetrations prior to their being made. The Owner agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the Architect and anyone for whom the Architect may be legally liable, for damages to underground improvements that result from subsurface penetration locations depicted by the Architect.
- 12.7 **Codes and Standards Compliance:** The Architect shall put forth reasonable professional effort to comply with codes, regulations, laws and standards in effect as of the date of this Agreement. Any design changes necessary after that date should be considered additional services and compensable in accordance with Contract.
- 12.8 **Confidential Communications:** The Architect may be required to report on the past or current qualifications and/or performance of others engaged or being considered for engagement directly or indirectly by the Owner, and to render opinions and advice in that regard. Those about whom reports and opinions are rendered may as a consequence initiate claims of libel or slander against the Architect. To help create an atmosphere in which the Architect feels free to express himself candidly in the interest of the Owner, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from the professional opinions and reports rendered by the Architect to the Owner or the Owner's agents.
- 12.9 **Consequential Damages:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Owner or the Architect, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 12.10 **Corporate Protection:** It is intended by the parties to this Agreement that the Architect's services in connection with the project shall not subject the Architect's individual employees, officers or directors to any personal legal

exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Architect an Alabama corporation, and not against any of the Architect's employees, officers or directors, unless due to the gross negligence or willful intent of the Architect, its employees, officers or directors.

- 12.11 **Hazardous Materials:** It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at his option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the jobsite is in full compliance with applicable laws and regulations.
- 12.12 **Indemnification:** The Architect agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Architect's negligent acts, errors or omissions in performance of professional services under this Agreement and those of his subconsultants or anyone for whom the Architect is legally liable. The Architect is not obligated to indemnify the Owner in any manner whatsoever for the Owner's own negligence. Likewise, the Owner is not obligated to indemnify the Architect in any manner whatsoever for the Architect's own negligence.
- 12.13 **Limitations of Liability:** The Architect shall have liability to the Owner for all damages sustained by the Owner caused by the negligence, error or omission of the Architect in the performance of this Agreement. Any such claim by the Owner against the Architect shall be limited to the amount of funds available from the professional errors and omissions insurance being provided by Architect hereunder, and Owner expressly agrees that such insurance coverage shall be the sole source of funds available to satisfy any such claim, right or cause of action of the Owner against the Architect arising out of the Architect's services under this Agreement. Architect represents that it has Professional liability Insurance in effect during the term of this Agreement with coverage limits of at least \$2,000,000.00 aggregate and \$1,000,000.00 per occurrence. Architect shall provide Owner with certificates of insurance evidencing such coverages upon request.
- 12.14 **Notices:** Any notice given hereunder shall be deemed served immediately if hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if transmitted by electronic delivery to the appropriate representative. Notices shall also be deemed served 2 business days after transmitted by registered, certified, express, or regular mail or by overnight courier service to the business address identified in this Agreement.
- 12.15 **Owner:** This Agreement is executed between the Architect and Cullman County Commission (owner). If the Owner elects to finance the construct this facility through the establishment of any other entity, then the Owner's responsibilities shall be transferred to that entity.
- 12.16 **Severability and Survival:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of the Agreement allocating responsibility or liability between the Owner and the Architect shall survive the completion of the services hereunder and the termination of this Agreement.
- 12.17 **Specification of Materials:** The Owner understands and agrees that products or building materials which are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous characteristics. The Architect shall, during the term of this Agreement, inform the Owner of any product or material specified for this project which the Architect becomes aware is a known or suspected health or safety hazard. The Owner agrees that if the Owner directs the Architect to specify any product or material, after the Architect has informed the Owner that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Owner waives all claims as a result thereof against the Architect. The Owner further agrees that if any product or material specified for this project by the Architect shall, at any future date be suspected or discovered to be a health or safety hazard, then the Owner shall waive all claims as a result thereof against the Architect.

#### ARTICLE 12

Standard Form of Agreement Between Owner and Architect  
Cullman County Commission

- 12.18 **Standard of Care:** Services provided by the Architect under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- 12.19 **Titles:** The titles used in this Agreement are for general reference only and are not part of the Agreement.
- 12.20 **Unauthorized Changes:** In the event the Owner consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Architect, the Owner recognizes that such changes and the results thereof are not the responsibility of the Architect. Owner agrees to release the Architect from any liability arising from the construction, use or result of such changes.
- 12.21 **Value Engineering:** If the Owner retains the services of a Value Engineer (VE) to review the Construction Documents prepared for this project by the Architect, it shall be at the Owner's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Architect's services. All recommendations of the VE shall be given to the Architect for his review, and adequate time will be provided for the Architect to respond to these recommendations. The Architect shall be compensated as Additional Service, as provided for herein, for all time spent to review the recommendations of the VE and to incorporate those accepted by both the Owner and the Architect. If the Architect objects to any recommendation made by the VE, he shall so state in writing to the Owner along with his reasons for objecting. If the Owner insists on incorporating in the Construction Documents any changes to which the Architect has objected in writing, the Owner agrees to release the Architect from any liability arising directly from the Owner's election not to incorporate in the Construction Documents the changes recommended by the VE, which were objected to in writing by the Architect to the Owner. Failure of the Architect to object in writing in a reasonable and timely manner shall render this release null and void and of no force and effect.
- 12.22 **Revise 3.1.1 to read:** The Architect shall manage the Architect's services, all consultants included in Article I, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner
- 12.23 **Refer to 3.1.2:** If applicable.
- 12.24 **Refer to 5.5:** If applicable and subject to appropriate procurement procedures as required by Uniform Guidance.
- 12.25 **Refer to 2.1:** The Architect represents that it is properly licensed in the State of Alabama.
- 12.26 **Add to 3.4.3:** The Architect shall also compile a project manual that includes, at a minimum, the Conditions of the Contract for Construction and Specifications as set forth in Exhibit A2, attached hereto and incorporated herein by reference, and may include bidding documents as required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), codified as 2 C.F.R. Part, and the Public Works Law codified as Ala. Code (1975) Title 39 and sample forms.
- 12.27 **Revise 3.5.1 to read:** The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids in compliance with Uniform Guidance, 2 C.F.R. §§ 200.320 & 200.321, including the appropriate solicitation of Disadvantaged Business Entities (DBEs); (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and (4) awarding and preparing contracts for construction that include the terms and conditions included in Exhibit A.
- 12.28 **Add to 3.5.2.1:** as set forth in Uniform Guidance and Alabama's Public Works Law and proposed Contract Documents
- 12.29 **Add to 3.5.2.2.1:** Including DBE's
- 12.30 **Refer to 3.5.3:** Not applicable

- 12.31 **Refer to 6.6:** delete the words "or negotiated proposal"
- 12.32 **Add to 3.6.2.1:** All reports pursuant to this term, including status reports, shall be made in writing.
- 12.33 **Add to 3.6.3.3:** until December 31, 2029
- 12.34 **Add to 3.6.4.5:** until December 31, 2029
- 12.35 **Add to 3.6.5.2:** until December 31, 2029
- 12.36 **Add to 5.4:** if known or in possession of the Owner
- 12.37 **Add to 5.10:** and comply with the County's ARPA award terms and conditions
- 12.38 **Refer to 10.1:** Governed by Alabama Law
- 12.39 **Refer to 11.8.1.1:** Based on current travel allowances as set forth by the IRS.
- 12.40 **Revise 3.6.3.1 to read:** 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 by an authorized representative of the Architect, 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; that the report is true, complete, and accurate; the expenditures, disbursements, and cash receipts are for the purposes of carrying out this Project; and the Contractor is entitled to payment in the amount certified, as well as an acknowledgement that any knowingly false, fictitious, or fraudulent information, or the omission of any material fact, may subject Architect to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. 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.

## EXHIBIT A.1

### MINIMUM LEGAL REQUIREMENTS, INCLUDING RELEVANT ARPA TERMS AND CONDITIONS USING REVENUE REPLACEMENT FUNDS

Section 13-31-9 of the Code of Alabama 1975 imposes conditions on the award of County Contracts. Firms must agree to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. "By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The parties agree to comply with any applicable federal, state, and local laws and policies and procedures. It is understood that this project is being funded, at least in part, with American Rescue Plan Act (ARPA) revenue replacement funds granted to the County. As such, the parties agree to comply with applicable requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing.

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

1. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.
2. New Restrictions on Lobbying. Contractor must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C § 1352.
3. Generally applicable federal environmental laws and regulations. Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.
4. Generally applicable anti-discrimination laws and regulations, including protections for whistleblowers relating to the use of federal funds.
5. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

6. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
7. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
8. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
9. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.



## EXHIBIT A.2

### ARPA SPECIFIC SPECIFICATIONS FOR CONSTRUCTION CONTRACTS

1. All contractors engaged to perform work on the project must agree to abide by the minimum legal requirements included in Exhibit A.1.
2. Section 41-16-5 of the Code of Alabama 1975 imposes conditions on the award of County contracts. The contractor must certify that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
3. For contracts/subcontracts over \$100,000, work performed by mechanics and laborers is subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a workweek and overtime for any work spent over 40 hours, and proper documentation for all employees.
  - a. A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 U.S.C. Chapter 37; and
  - b. When a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable
    - i. to the affected employee for the employee's unpaid wages; and
    - ii. to the government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

## **BYRD ANTI-LOBBYING AMENDMENT**

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

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

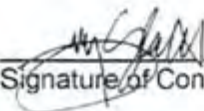
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

  
Signature of Contractor's Authorized Official

Jeffrey Cahill, AIA, Principal

**EXHIBIT B**

**JMR+H ARCHITECTURE, PC**

**HOURLY RATES**

**ARCHITECT**

Senior Principal	\$225.00
Senior Architect	\$175.00
Architect	\$150.00
Senior Interior Designer	\$125.00
Junior Interior Designer	\$100.00
Intern Architect	\$115.00
Cost Estimator	\$140.00
Specification Writer	\$100.00
Contract Administrator	\$100.00
Production Supervisor	\$105.00
CADD Technician	\$90.00
Administrative	\$80.00

**STRUCTURAL ENGINEER**

Senior Principal	\$250.00
Principal	\$225.00
Associate	\$200.00
Sr. Project Manager	\$175.00
Project Manager	\$150.00
Asst. Project Manager	\$130.00
Project Engineer	\$120.00
Design Engineer	\$110.00
BIM Modeler	\$100.00
Designer	\$100.00
Administrative	\$80.00

**MECHANICAL ENGINEER**

Principal	\$200.00
Engineer	\$175.00
CADD Technician	\$100.00
Inspector / Site Survey	\$80.00
Administrative	\$80.00

**ELECTRICAL ENGINEER**

Principal	\$200.00
Engineer	\$185.00
Intern Engineer	\$140.00
Engineering Designer	\$140.00
CADD Draftsperson	\$110.00
Administrative	\$80.00
Cost Estimator	\$140.00

**CIVIL ENGINEER**

Principal Professional Engineer	\$210.00
Land Surveyor	\$210.00
Expert Witness	\$350.00
Senior Licensed Professional Engineer	\$170.00
Licensed Professional Engineer	\$160.00
Project Manager/Inspector	\$130.00
Land Surveying Project Manager	\$100.00
Senior Environmental Scientist	\$140.00
Environmental Scientist/Engineer Intern	\$115.00
Environmental Scientist	\$100.00
Engineer Intern	\$125.00
Engineer Intern	\$125.00
Survey Party (4-Man)	\$240.00
Survey Party (3-Man)	\$220.00
Survey Party (2-Man)	\$190.00
G.P.S. Field Crew	\$300.00
Computer Calculations	\$90.00
Senior Draftsman	\$110.00
Junior Draftsman	\$80.00
Office Manager	\$100.00
Secretary	\$75.00
Engineering Aide	\$50.00

**LANDSCAPE DESIGN**

Principal	\$140.00
Landscape Architect	\$120.00
Designer	\$105.00
Technician	\$95.00

**FOOD SERVICE CONSULTANT**

Project Manager	\$180.00
Operator	\$95.00
Administrative	\$80.00

**EXHIBIT C  
IAC RENOVATION BASIC FEE SCHEDULE**

COST OF THE WORK	FEE IN PERCENTAGE					IAC PROPOSED FEE				
	BUILDING GROUP					BUILDING GROUP				
	I	II	III	IV	V	I	II	III	IV	V
Up to \$100,000	8.0	9.0	10.0	11.0	12.0	10	11.25	12.5	13.75	15
100,001 to 200,000	7.0	8.0	9.0	10.0	11.0	8.75	10	11.25	12.5	13.75
200,001 to 300,000	6.0	7.0	8.0	9.0	10.0	7.5	8.75	10	11.25	12.5
300,001 to 400,000	5.9	6.9	7.9	8.9	9.9	7.375	8.625	9.875	11.125	12.375
400,001 to 500,000	5.8	6.8	7.8	8.8	9.8	7.25	8.5	9.75	11	12.25
500,001 to 600,000	5.7	6.7	7.7	8.7	9.7	6.27	7.37	8.47	9.57	10.67
600,001 to 700,000	5.6	6.6	7.6	8.6	9.6	6.16	7.26	8.36	9.46	10.56
700,001 to 800,000	5.5	6.5	7.5	8.5	9.5	6.05	7.15	8.25	9.35	11.875
800,001 to 900,000	5.4	6.4	7.4	8.4	9.4	5.94	7.04	8.14	9.24	10.34
900,001 to 1,000,000	5.3	6.3	7.3	8.3	9.3	5.83	6.93	8.03	9.13	10.23
1,000,001 to 1,250,000	5.2	6.2	7.2	8.2	9.2	5.72	6.82	7.92	9.02	10.12
1,250,001 to 1,500,000	5.1	6.1	7.1	8.1	9.1	5.61	6.71	7.81	8.91	10.01
1,500,001 to 1,750,000	5.0	6.0	7.0	8.0	9.0	5.5	6.6	7.7	8.8	9.9
1,750,001 to 2,000,000	4.9	5.9	6.9	7.9	8.9	5.39	6.49	7.59	8.69	9.79
2,000,001 to 2,500,000	4.8	5.8	6.8	7.8	8.8	5.28	6.38	7.48	8.58	9.68
2,500,001 to 3,000,000	4.7	5.7	6.7	7.7	8.7	5.17	6.27	7.37	8.47	9.57
3,000,001 to 3,500,000	4.6	5.6	6.6	7.6	8.6	5.06	6.16	7.26	8.36	9.46
3,500,001 to 4,000,000	4.5	5.5	6.5	7.5	8.5	4.95	6.05	7.15	8.25	9.35
4,000,001 to 5,000,000	4.4	5.4	6.4	7.4	8.4	4.84	5.94	7.04	8.14	9.24
5,000,001 to 6,000,000	4.3	5.3	6.3	7.3	8.3	4.73	5.83	6.93	8.03	9.13
6,000,001 to 8,000,000	4.2	5.2	6.2	7.2	8.2	4.62	5.72	6.82	7.92	9.02
8,000,001 to 10,000,000	4.1	5.1	6.1	7.1	8.1	4.51	5.61	6.71	7.81	8.91
10,000,001 to 12,000,000	4.0	5.0	6.0	7.0	8.0	4.4	5.5	6.6	7.7	8.8

#### **BUILDING GROUPS OF THE SCHEDULE**

**Group I:** Industrial buildings without special facilities, parking structures and repetitive garages, simple loft type structures, warehouses exclusive of automated equipment, and other similar utilitarian type buildings.

**Group II:** Armories, cold storage facilities, exhibition halls, office buildings without tenant improvements, public markets, and service garages.

**Group III:** Classroom facilities, convention facilities, jail and detention facilities, extended care facilities, gymnasiums (simple, prefabricated, pre-engineered, minimum types shall be classified under Group II), hospitals, institutional dining halls, laboratories, libraries, medical office facilities and clinics, mental institutions, office buildings with tenant improvements, parks, playground and recreational facilities, police stations, public health centers, research facilities, schools (elementary and secondary), stadiums, and welfare buildings. Also, central utilities plants, water supply and distribution plants, sewage treatment and underground systems, electrical substations and primary and secondary distribution systems, roads, bridges and major site improvements when performed as independent projects.

**Group IV:** Auditoriums, art galleries, communications buildings, special schools, theaters, and similar facilities

**Group V:** Specialized decorative buildings. Custom designed furnishings shall be categorized in Group V except when considered incidental to the basic architectural service for a building

**EXHIBIT C  
IAC NEW / ADDITION BASIC FEE SCHEDULE**

COST OF THE WORK		FEE IN PERCENTAGE					IAC PROPOSED FEE					
		BUILDING GROUP					BUILDING GROUP					
		I	II	III	IV	V	I	II	III	IV	V	
Up	to	\$100,000	8.0	9.0	10.0	11.0	12.0	8	9	10	11	12
100,001	to	200,000	7.0	8.0	9.0	10.0	11.0	7	8	9	10	11
200,001	to	300,000	6.0	7.0	8.0	9.0	10.0	6	7	8	9	10
300,001	to	400,000	5.9	6.9	7.9	8.9	9.9	5.9	6.9	7.9	8.9	9.9
400,001	to	500,000	5.8	6.8	7.8	8.8	9.8	5.8	6.8	7.8	8.8	9.8
500,001	to	600,000	5.7	6.7	7.7	8.7	9.7	4.85	5.7	6.55	7.4	8.25
600,001	to	700,000	5.6	6.6	7.6	8.6	9.6	4.76	5.61	6.46	7.31	8.16
700,001	to	800,000	5.5	6.5	7.5	8.5	9.5	4.68	5.53	6.38	7.23	8.08
800,001	to	900,000	5.4	6.4	7.4	8.4	9.4	4.59	5.44	6.29	7.14	7.99
900,001	to	1,000,000	5.3	6.3	7.3	8.3	9.3	4.51	5.36	6.21	7.06	7.91
1,000,001	to	1,250,000	5.2	6.2	7.2	8.2	9.2	4.42	5.27	6.12	6.97	7.82
1,250,001	to	1,500,000	5.1	6.1	7.1	8.1	9.1	4.34	5.19	6.04	6.89	7.74
1,500,001	to	1,750,000	5.0	6.0	7.0	8.0	9.0	4.25	5.1	5.95	6.8	7.65
1,750,001	to	2,000,000	4.9	5.9	6.9	7.9	8.9	4.17	5.02	5.87	6.72	7.57
2,000,001	to	2,500,000	4.8	5.8	6.8	7.8	8.8	4.08	4.93	5.78	6.63	7.48
2,500,001	to	3,000,000	4.7	5.7	6.7	7.7	8.7	4	4.85	5.7	6.55	7.4
3,000,001	to	3,500,000	4.6	5.6	6.6	7.6	8.6	3.91	4.76	5.61	6.46	7.31
3,500,001	to	4,000,000	4.5	5.5	6.5	7.5	8.5	3.83	4.68	5.53	6.38	7.23
4,000,001	to	5,000,000	4.4	5.4	6.4	7.4	8.4	3.74	4.59	5.44	6.29	7.14
5,000,001	to	6,000,000	4.3	5.3	6.3	7.3	8.3	3.66	4.51	5.36	6.21	7.06
6,000,001	to	8,000,000	4.2	5.2	6.2	7.2	8.2	3.57	4.42	5.27	6.12	6.97
8,000,001	to	10,000,000	4.1	5.1	6.1	7.1	8.1	3.49	4.34	5.19	6.04	6.89
10,000,001	to	12,000,000	4.0	5.0	6.0	7.0	8.0	3.4	4.25	5.1	5.95	6.8

#### **BUILDING GROUPS OF THE SCHEDULE**

**Group I:** Industrial buildings without special facilities, parking structures and repetitive garages, simple loft type structures, warehouses exclusive of automated equipment, and other similar utilitarian type buildings.

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**Group IV:** Auditoriums, art galleries, communications buildings, special schools, theaters, and similar facilities.

**Group V:** Specialized decorative buildings. Custom designed furnishings shall be categorized in Group V except when considered incidental to the basic architectural service for a building.



EXHIBIT D  
SUPPLEMENTAL SERVICES DESCRIPTIONS

1. AIA DOCUMENT B203-2017
2. AIA DOCUMENT B152-2019
3. AIA DOCUMENT B204-2007

**Jeff Clemons**  
*Chairman*

**Kerry Watson**  
*Commissioner, District 1*

**Garry Marchman**  
*Commissioner, District 2*



**Kelly Duke**  
*Commissioner, District 3*

**Corey Freeman**  
*Commissioner, District 4*

**John Bullard**  
*County Administrator*

2/23/2024

To Whom it May Concern:

The Cullman County Commission was notified on February 12<sup>th</sup> that results of lead in dust tests revealed elevated levels of lead in certain areas of the Cullman County Courthouse. Staff took immediate action to notify and close certain areas that were affected. This was identified as an issue that could cause immediate harm to person or public property under Alabama Title 39-2-2 e(1). The action approved in the Cullman Commission Meeting on February 22<sup>nd</sup> was to enter into a time and materials agreement with Ambipar Response and Servpro of Cullman and Blount Counties to abate and clean the affected areas to remediate any potential harm to person or public property.

# Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 2/9/2024

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction x Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: na Property Decal #: \_\_\_\_\_

Serial # or VIN: 10122u021172 Tag # \_\_\_\_\_

Description: 2001 Asphalt Zipper

Reason for disposal: No longer needed

Department: Road

Department Head Signature: Phillip Widner

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

PHILIP WIDNER, P.E.  
County Engineer  
pwidner@co.cullman.al.us



JON BRUNNER, P.E.  
Assistant Engineer  
jbrunner@co.cullman.al.us

## **Cullman County Engineering Department**

2883 Highway 69 North - Cullman, AL 35058  
Phone: 256-796-1336 Fax: 256-796-7039

February 7, 2024

### **Proposed considerations for upcoming Commission meeting on February 22, 2024.**

- Proposed plat for Bronco Subdivision Phase 2. A minor subdivision in commission district 1 containing 3 lots located 1.4 miles North of Hwy 278 on County Road 1718.
- Proposed resurvey of lot 1 of Serenity Pointe Subdivision. A major private subdivision located in commission district 4 located 1.8 miles South of County Road 310 on County Road 388.
- Proposed plat for Serenity Pointe Subdivision Phase 2. A major private subdivision in commission district 4 containing 21 lots located 1.8 miles South of County Road 310 on County Road 388.