

CHAMBERS COUNTY COMMISSION MEETING.....AUGUST 4, 2014

The Chambers County Commission met on Monday, August 4, 2014 at 4:00 P.M. CST with the following members in attendance: Chairman Henry Osborne, Commissioners Charlie Williams, James Brown, Joe Blanks, David Eastridge and Debbie Wood. Engineer Harvill, County Manager Dendy and Attorney McCoy were also present.

Chairman Osborne called the meeting to order. Commissioner Brown led the pledge of allegiance and Commissioner Eastridge gave the invocation. County Clerk Chambers conducted a roll call. The results of the roll call were as follow: District 1 – Present, District 2 – Present, District 3 – Present, District 4 – Present, District 5 – Present, District 6 – Present

**MR. SONNY BRASFIELD
ACCA**

Mr. Sonny Brasfield, Executive Director of the ACCA was in attendance to recognize Commissioner Debbie Wood as the ACCA President for the past year. Commissioner Wood was the first president to serve from Chambers County. Commissioner Wood was presented a plaque for her outstanding leadership.

**PROCLAMATION: NATIONAL OVARIAN CANCER AWARENESS MONTH
SEPTEMBER 2014**

County Clerk Chambers read a proclamation recognizing September 2014 as National Ovarian Cancer Awareness Month (see page 362). This proclamation was presented to Ms. Nan Galik. Ms. Galik expressed her appreciation to the commission for their support.

MINUTES AND WARRANTS PAYABLE

Commissioner Williams motioned to adopt the July 21, 2014 minutes and warrants payable. Commissioner Blanks seconded the motion. It was **approved** by the “I” vote.

RESOLVED: “To adopt the July 21, 2014 minutes and warrants payable.”

AGENDA APPROVAL

Commissioner Wood motioned to approve the agenda as presented for the August 4, 2014 meeting. Commissioner Brown seconded the motion. It was **approved** by the “I” vote.

RESOLVED: “To approve the agenda for the August 4, 2014 meeting.”

SALE OF EQUIPMENT FOR HIGHWAY DEPARTMENT

Engineer Harvill requested a resolution to approve the sale of equipment for the Highway Department (see page 363). The Rules, Ways and Means Committee has recommended the approval of this sale of equipment. It was **approved** by the “**I**” vote.

RESOLVED: “To approve the sale of equipment for the Highway Department as attached hereto on pages 363.”

APPROVAL OF FUNDS FOR WELCH PROJECT

County Manager Dendy requested a resolution to approve \$91,000 be paid to East Alabama Water, Sewer and Fire Protection District from the Tobacco Tax Fund to the Welch Project (see pages 364-365). Commissioner Blanks motioned to approve this request. Commissioner Brown seconded this motion. It was **approved** by the “**I**” vote.

RESOLVED: “To approve \$91,000 paid to East Alabama Water, Sewer and Fire Protection District from the Tobacco Tax Fund to be used on the Welch Project.”

ARCHITECTURAL CONTRACT FOR JAIL IMPROVEMENTS

Attorney McCoy presented an architectural contract for jail improvements for the commission’s consideration (see pages 366-401). Commissioner Wood motioned to approve this contract and for the Chairman to sign. Commissioner Blanks seconded this motion. It was **approved** by the “**I**” vote.

RESOLVED: “To approve an architectural contract for jail improvements as attached hereto on pages 366-401 and for the Chairman to sign.”

BIDS FROM EAST ALABAMA WATER FOR WELCH PROJECT

Attorney McCoy presented the bids received by East Alabama Water for the Welch Project for the commission’s consideration. Commissioner Blanks motioned to approve the bids from Apel Machine and Supply as presented by East Alabama Water for the Welch Project (see pages 402-406). Commissioner Williams seconded the motion. It was **approved** by the “**I**” vote.

RESOLVED: “To approve the bid presented by East Alabama Water from Apel Machine and Supply for the Welch Project as attached hereto on pages 402-406.”

RESOLUTION: CONTRACT WITH APEL MACHINE AND SUPPLY

Attorney McCoy presented a resolution to authorize Chairman Henry Osborne to sign a resolution to enter into contract with Apel Machine and Supply in the amount of \$724,923.00 for the commission’s consideration (see page 407). Commissioner Blanks motioned to approve this resolution as presented. Commissioner Brown seconded the motion. It was **approved** by the “**I**” vote.

RESOLVED: “To authorize Chairman Henry Osborne to sign a resolution to enter into contract with Apel Machine and Supply in the amount of \$724,923.00 subject to final approval by Attorney McCoy.”

**APPROVAL OF PUBLICATION NOTICE FOR
10 YEAR SOLID WASTE PLAN AND HEARING**

Attorney McCoy requested a resolution for approval of publication notice for 10 Year Solid Waste Plan and hearing on September 15, 2014 at 3:30 P.M. CST (see page 408). Commissioner Wood motioned to authorize approval of publication. Commissioner Eastridge seconded the motion. It was **approved** by the “**I**” vote.

RESOLVED: “To approve a publication notice for 10 Year Solid Waste Plan and hearing on September 15, 2014 at 3:30 P.M. CST as attached hereto on page 408.”

UPDATES

Attorney McCoy informed that Engineer Harvill and Mr. Ledbetter and in discussion in regards to a road closure that will be submitted to the county at its next meeting.

Attorney McCoy informed that Mr. George Robinson had been in contact with him in regards to a possible consolidation of Sturkie and West Chambers voting precinct. Attorney McCoy further informed that this should be referred to committee for discussion.

Engineer Harvill gave updates on the ATRP projects.

County Manager Dendy informed that there would be a Rules, Ways and Means Committee meeting on August 11th at 2:00, at the commission chamber to discuss the budget.

Commissioner Blanks informed that there would be a Public Facilities meeting on August 11th at 9:00, at the commission chamber.

I have read the minutes and reviewed the warrants payable. I do hereby **APPROVE** the minutes and warrants payable.

Chairman Henry Osborne

Commissioner Charlie Williams

Commissioner James Brown

Commissioner Joe Blanks

Commissioner David Eastridge

Commissioner Debbie Wood



STATE OF ALABAMA
CHAMBERS COUNTY

NATIONAL OVARIAN CANCER AWARENESS MONTH
SEPTEMBER 2014

WHEREAS, ovarian cancer continues to have one of the highest mortality rates of any cancer, and it is a leading cause of cancer deaths among women in the United States. This month, we remember the mothers, sisters, and daughters we have lost to ovarian cancer, and we extend our support to those living with this disease; and

WHEREAS, each year, thousands of women are diagnosed with, and go on to battle valiantly against, this disease. Yet, ovarian cancer remains difficult to detect, and women are often not diagnosed until the disease has reached an advanced stage. Because early detection is the best defense against ovarian cancer, it is essential that women know the risk factors associated with the disease; and

WHEREAS, during National Ovarian Cancer Awareness Month and throughout the year, I commend all the brave women fighting this disease, their families and friends. In the memory of all the brave women who have lost their lives to ovarian cancer, and in support of generations of women to come, let us recommit to reaching a safer, healthier future for all our citizens; and

WHEREAS, in support of Ovarian Cancer, the Teal Magnolias Gynecological Cancer Support and Education Group will be placing Teal ribbons on the courthouse square the week of September 8th to September 14th, 2013.

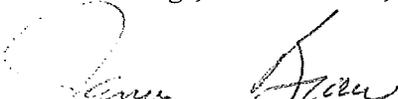
THEREFORE, the Chambers County Commission does hereby proclaim *September 2014 as National Ovarian Cancer Awareness Month*. I call upon citizens, government agencies, organizations, health-care providers, and research institutions to raise ovarian cancer awareness and continue helping Americans live longer, healthier lives. And I urge women across the country to talk to their health-care providers and learn more about this disease.

IN WITNESS WHEREOF, We have hereunto set our hands this 4th day of August in the year of our Lord Two Thousand and Fourteen.

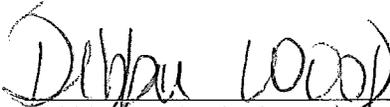

Henry Osborne, Chairman, District 4


David Eastridge, Vice Chairman, District 5


Charlie Williams, District 1


James Brown, District 2


Joe L. Blanks, District 3


Debbie Wood, District 6

HIGHWAY DEPARTMENT RESOLUTIONS

Please include the following Resolutions on the agenda of the August 4th meeting of the Chambers County Commission.

Thanks, Josh

Resolution #1

Resolution to declare the following items surplus, in order to be sold at the JM Wood Auction in March of 2015:

Equipment #540, VIN 1M1AN07Y0BM007592, 2011 Mack Lo Boy Tractor
Equipment #546, VIN 1M1AN07Y2CM011502, 2012 Mack Lo Boy Tractor
Equipment #542, VIN 1M2AX09C0BM010208, 2011 Mack Dump Truck
Equipment #543, VIN 1M2AX09C0BM010211, 2011 Mack Dump Truck
Equipment #544, VIN 1M2AX09C0BM010209, 2011 Mack Dump Truck
Equipment #545, VIN 1M2AX09C0BM010212, 2011 Mack Dump Truck
Equipment #920, VIN B9D02991, 2011 Cat 140M Motorgrader
Equipment #921, VIN B9D02994, 2011 Cat 140M Motorgrader
Equipment #922, VIN B9D02996, 2011 Cat 140M Motorgrader
Equipment #923, VIN B9D02997, 2011 Cat 140M Motorgrader



EAST ALABAMA WATER, SEWER AND FIRE PROTECTION DISTRICT

POST OFFICE BOX 37

150 FOB JAMES DRIVE

VALLEY, ALABAMA 36854

TONY SEGREST, Manager

PHONE (334) 756-7150

FAX (334) 756-7163

July 28, 2014

Mr. John Dendy
Chambers County Courthouse
LaFayette, AL 36862

Dear Mr. Dendy:

As you are aware, the Welch project bid today, July 28, 2014 and construction will begin in the next few weeks. As we discussed, East Alabama Water, Sewer and Fire Protection District respectfully requests the Tobacco Tax Funds of \$91,000.00 established to assist in the water service extension in the county.

Thank you again for discussing this with me. Please feel free to contact me should you need any further information.

Sincerely,

Tony Segrest / KB
Tony Segrest

General Manager

C: File
Skip McCoy, Attorney

OK
[Signature]
7-31-14

Johnson, Caldwell & McCoy, LLC

Claud E. (Skip) McCoy, Jr.*
Attorney-At-Law

John W. Johnson, Jr. (1920-2011)
James H. Caldwell (1920-1997)

*Admitted to State Bar in Alabama and Georgia

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117 North Lanier Avenue, Suite 201
Lanett, Alabama 36863

(334) 644-1171 Telephone
(334) 644-7657 Facsimile

Writer's Direct Dial Telephone
(334) 644-5103

July 18, 2014

Mr. John Dendy
Chambers County Commission
2 South LaFayette Street
LaFayette, Alabama 36862

Dear John:

The East Alabama Water, Sewer and Fire Protection District has asked that I write the County concerning the release to East Alabama of the tobacco tax funds set aside for feeder lines in regards to the project they have been working on with Commissioner Blanks.

Please let me know when these funds can be released to East Alabama so same can be applied to the project they are working on with Commissioner Blanks.

Thank you for your assistance on this.

Yours very truly,



Claud E. (Skip) McCoy, Jr.

CEMjr/mal

c: Commissioner Joe Blanks
Mr. Tony Segrest
Mr. Terrell E. Bishop
Mr. Marshall Lane
Mrs. Yvonne Stanford
Mr. Jerry Thrower
Mr. Chuck Goodwin
Mr. Robert T. Johnson
Mr. Kim Williams


AIA® Document B151™ – 1997
Abbreviated Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 29th day of May in the year 2014
(In words, indicate day, month and year)

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

Chambers County Commission
 2 S. Lafayette Street
 LaFayette, AL 36862

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

PH&J Architects, Inc.
 PO Box 215
 Montgomery, AL 36101

For the following Project:
(Include detailed description of Project)

Renovations to the Chambers County Jail for the
 Chambers County Commission PH&J #1407GV

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.

The Owner and Architect agree as follows.

Int.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

§ 1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

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

§ 1.4 The services covered by this Agreement are subject to the time limitations contained in Section 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES**§ 2.1 DEFINITION**

The Architect's Basic Services consist of those described in Sections 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

§ 2.2 SCHEMATIC DESIGN PHASE

§ 2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

§ 2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Section 5.2.1.

§ 2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

§ 2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

§ 2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

§ 2.3 DESIGN DEVELOPMENT PHASE

§ 2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

§ 2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE

§ 2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

§ 2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

Int.

§ 2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

§ 2.4.4 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.

§ 2.5 BIDDING OR NEGOTIATION PHASE

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

§ 2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

§ 2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

§ 2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Section 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

§ 2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.5 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work 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. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not 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, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

Int.

§ 2.6.9 CERTIFICATES FOR PAYMENT

§ 2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

§ 2.6.9.2 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 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.9.3 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 material 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.

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

§ 2.6.11 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. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Sections 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

§ 2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the

Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor 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.

§ 2.6.16 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 initial 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 so rendered in good faith.

§ 2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Section 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 GENERAL

§ 3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Sections 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Section 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

§ 3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

§ 3.2.1 If more extensive representation at the site than is described in Section 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

§ 3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

§ 3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

§ 3.3 CONTINGENT ADDITIONAL SERVICES

§ 3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

- 1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- 2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- 3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

§ 3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Section 5.2.5.

§ 3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

§ 3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

§ 3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

§ 3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

§ 3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

§ 3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

§ 3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

§ 3.4 OPTIONAL ADDITIONAL SERVICES

§ 3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

§ 3.4.2 Providing financial feasibility or other special studies.

§ 3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

§ 3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

§ 3.4.5 Providing services relative to future facilities, systems and equipment.

§ 3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

§ 3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

§ 3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

§ 3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

§ 3.4.10 Providing detailed estimates of Construction Cost.

§ 3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

§ 3.4.12 Providing analyses of owning and operating costs.

§ 3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

§ 3.4.14 Providing services for planning tenant or rental spaces.

§ 3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

§ 3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

§ 3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

§ 3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

§ 3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

§ 3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide full 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. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

§ 4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 4.4 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; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoll conditions, with reports and appropriate recommendations.

§ 4.6 The Owner shall furnish the services of consultants other than those designated in Section 4.5.1.1 when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

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§ 4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

§ 4.9 The services, information, surveys and reports required by Sections 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

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

ARTICLE 5 CONSTRUCTION COST

§ 5.1 DEFINITION

§ 5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

§ 5.2 RESPONSIBILITY FOR CONSTRUCTION COST

§ 5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over 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 Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

§ 5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

§ 5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

§ 5.2.5 If the Owner chooses to proceed under Section 5.2.4.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the

fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Section 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

§ 6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 6.3 Except for the licenses granted in Section 6.2, 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. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 6.2. 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. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. 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.

§ 6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

§ 7.1 MEDIATION

§ 7.1.1 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 arbitration or the institution of legal or equitable proceedings by either party. 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 arbitration.

§ 7.1.2 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 in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in

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advance of arbitration or legal or equitable 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.

§ 7.1.3 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.

§ 7.2 ARBITRATION

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 7.1.

§ 7.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 7.2.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 7.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. 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 or with a person or entity not named or described therein. 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.

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

§ 7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

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 in accordance with Article 8.

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 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, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the Project is suspended by the Owner for more than 30 consecutive days, 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.

§ 8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 8.4 This Agreement may be terminated by either party 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.

§ 8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 8.7.

§ 8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

§ 9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 9.4 To the extent damages are covered by property insurance during construction, 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 the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. 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.

§ 9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of 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 an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

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

§ 9.7 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.

§ 9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants 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.

§ 9.9 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.

§ 9.10 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. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

ARTICLE 10 PAYMENTS TO THE ARCHITECT

§ 10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans, and similar contributions.

§ 10.2 REIMBURSABLE EXPENSES

§ 10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Article 12;
- .8 other similar direct Project-related expenditures.

§ 10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

§ 10.3.1 An initial payment as set forth in Section 11.1 is the minimum payment under this Agreement.

§ 10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 11.2.2.

§ 10.3.3 If and to the extent that the time initially established in Section 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 11.3.2.

§ 10.3.4 When compensation is based on a percentage of Construction Cost 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, in accordance with the schedule set forth in Section 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

§ 10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

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§ 10.5 PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 10.6 ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 11.1 An Initial Payment of N/A (\$ N/A) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

§ 11.2 BASIC COMPENSATION

§ 11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

See Attachment A dated May 29, 2014

§ 11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Schematic Design Phase:	Fifteen	percent (15	%)
Design Development Phase:	Twenty	percent (20	%)
Construction Documents Phase:	Forty	percent (40	%)
Bidding or Negotiation Phase:	Five	percent (05	%)
Construction Phase:	Twenty	percent (20	%)
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Total Basic Compensation	one hundred	percent (100.00	%)

§ 11.3 COMPENSATION FOR ADDITIONAL SERVICES

§ 11.3.1 For Project Representation Beyond Basic Services, as described in Section 3.2, compensation shall be computed as follows:

See Attachment A dated May 29, 2014

§ 11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Section 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

FOR ADDITIONAL SERVICES THE ARCHITECT SHALL BE COMPENSATED AT THE HOURLY RATES SET FORTH IN ATTACHMENT A.

Int.

§ 11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Section 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of one and one half (1.5) times the amounts billed to the Architect for such services. (Identify specific types of consultants in Article 12, if required.)

§ 11.4 REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Section 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of one and one half (1.5) times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.

§ 11.5 ADDITIONAL PROVISIONS

§ 11.5.1 If the Basic Services covered by this Agreement have not been completed within forty-eight (48) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Sections 10.3.3 and 11.3.2.

§ 11.5.2 Payments are due and payable thirty (30) days from the date 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 interest agreed upon.)

See Attachment "A" dated May 29, 2014

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

See Attachment "A" dated May 29, 2014

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

OWNER

(Signature)

Henry C. Osborne, Chairman
(Printed name and title)

ARCHITECT

(Signature)

Ronis O. Jorjes, III, Vice-President
(Printed name and title)

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ATTACHMENT A

2014

MODIFICATIONS TO AIA B151 -- 1997 EDITION**Dated May 29, 2014**12.1 Add to (or modify) Article 2, **SCOPE OF ARCHITECT'S SERVICE**: as follows:

2.6.2.1 (Add) **General Conditions**: The Architect's administration of the Contract for Construction shall be as set forth in AIA Document A201 (or A105 if applicable) of the edition referenced in the Project Manual, and as modified by the Supplemental General Conditions, both subject to pre-bid review and approval of the Owner.

2.6.9.2 (Add) **Certificate For Payment**: As used herein, the word 'certify' shall mean an expression of the Consultant's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Consultant.

12.2 Add to (or modify) Article 3, **ADDITIONAL SERVICES**: as follows:

3.3.2 (Add) **Construction Contract Delivery**: The anticipated construction delivery process is a single lump sum construction contract, either negotiated or competitively bid. Should the Owner subsequently select another method or Construction Management, the Architect's fee shall be adjusted and an amendment to this contract will be prepared and signed.

3.3.4 (Add) **Substitutions**: The Architect agrees that evaluating the Contractor's proposed substitutions during the Bidding and Construction Phase is part of Basic Services unless such substitutions involves revisions to the Drawings and is approved by the Owner.

3.4.16 (Add) **Record Drawings**: The Architect agrees to assemble a set of record drawings for the Owner's file as part of Basic Services, but any duty of measuring and marking will be transferred to the Contractor via construction contract provisions.

3.4.19 (Add) **Special Consultants**: Engineering and planning consultants, as required, may be furnished by the Architect as an additional service; for which the architect shall receive an additional fee equal to 1.5 times the consultant's fee. The Owner must approve each such consultant and the fee to be paid. In the event the consultant generates a significant portion of work on which the Architect's fee is based, then that portion will be deleted from the "Cost of the Work" as defined in Article 5.

12.3 Add the following to Article 4, **OWNER'S RESPONSIBILITIES**:

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

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

4.11 Test Labs and Surveys: The Owner shall also be responsible for any necessary Environmental assessments and survey of the site and for rezoning and replatting.

4.12 Asbestos Contamination: It is agreed that in the event asbestos contamination is encountered in the course of this work, or if there is a reasonable belief that it will be encountered, the Owner will engage the services of an environmental consultant (or equivalent) to plan and administer its abatement or removal.

4.13 Document Review Fees: Document review fees charged by any authority having jurisdiction over the project shall be the responsibility of the Owner and shall be paid directly by the Owner to the authority, upon notice by the Architect that documents have been submitted.

12.4 Add to Article 5; **CONSTRUCTION COST**:

5.2.5 (Modify) Cost Overrun: The architect shall be reimbursed for revising the plans and specifications as an additional service where the bid overrun is up to 10% of the project budget. If the bid overrun is greater than 10% of the project budget, the architect will revise the plans and specifications to conform to the project budget at no cost to the awarding authority. However, such redesign at the architect's expense only if: 1) The awarding authority has received bids for the work within 90 days after final approval of the plans and specifications and; 2) The reason that the overrun exceeds 10% of the project budget is not attributable to a unique or unexpected market condition, which the architect would not have reasonably contemplated in its estimates of the cost of construction.

12.5 Add the following to Article 6, **USE of ARCHITECTS DRAWINGS**:

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

12.6 Add to or modify Article 7, **DISPUTE RESOLUTION**, as follows:

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

ATTACHMENT A

2014

12.7 Add the following to Article 8, **TERMINATION or SUSPENSION**

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

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

12.8 Add to or Modify Article 9, **MISCELLANEOUS PROVISIONS**, as follows:

9.2.1 (Add) The AIA 201 General Conditions of reference shall be the edition identified in Paragraph 2.6.2.1.

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

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

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

12.9 Add to (or modify) Article 10, **PAYMENTS to ARCHITECT**, as follows:

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

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

10.3.5 (Add) Construction Overrun: Inasmuch as the Building Contractor's failure to perform in a timely manner is beyond the control of the Architect, it is agreed that any Construction Administration by the Architect which exceeds 120% of the initial construction period agreed to by the Owner and contractor, will constitute additional service.

12.10 Insert the following to Paragraph 11.2.1, **BASIC COMPENSATION:**

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

CONSTRUCTION VALUE			FEE PERCENTAGE
Up	to	\$100,000	10.0
100,001	to	200,000	9.0
200,001	to	300,000	8.0
300,001	to	400,000	7.9
400,001	to	500,000	7.8
500,001	to	600,000	7.7
600,001	to	700,000	7.6
700,001	to	800,000	7.5
800,001	to	900,000	7.4
900,001	to	1,000,000	7.3
1,000,001	to	1,250,000	7.2
1,250,001	to	1,500,000	7.1
1,500,001	to	1,750,000	7.0
1,750,001	to	2,000,000	6.9
2,000,001	to	2,500,000	6.8
2,500,001	to	3,000,000	6.7
3,000,001	to	3,500,000	6.6
3,500,001	to	4,000,000	6.5
4,000,001	to	5,000,000	6.4
5,000,001	to	6,000,000	6.3
6,000,001	to	8,000,000	6.2
8,000,001	to	10,000,000	6.1
10,000,001	to	12,000,000	6.0
12,000,001	to	14,000,000	5.9
14,000,001	to	16,000,000	5.8
16,000,001	to	18,000,000	5.7
18,000,001	to	20,000,000	5.6
20,000,001	to	22,000,000	5.5
22,000,001	to	24,000,000	5.4
24,000,001	to	27,000,000	5.3
27,000,001	to	30,000,000	5.2

This Basic Fee shall increase by 25% as applied to any portion of the work, which involves substantial renovation, or alterations of existing facilities (as is standard in the Alabama Building Commission Schedule).

12.11 Insert the following into Par 11.3.1, **COMPENSATION for ADDITIONAL SERVICES**

Hourly Rates:

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

Principal Architect -	\$225.00
Project Architect -	\$130.00
Intern Architect -	\$115.00
Interior Designer	\$110.00
Cost Estimator	\$100.00
Draftsman/CADD -	\$ 95.00
Clerical -	\$ 70.00
Field Representative -	\$110.00
Specification Writer	\$110.00

Civil, Structural, Mechanical, Electrical, Plumbing Engineers	
Primary Consulting Engineers (CSMEP)	\$200.00
Design Engineers	\$135.00
Draftsman/CADD	\$100.00
Clerical	\$ 70.00
Specification Writer	\$190.00
Cost Estimator	\$185.00

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

The published rates are 2014 rates and are subject to change according to the Architect's pay rate inflation.

12.12 Insert the following into Par 11.5, **ADDITIONAL PROVISIONS**

Construction Sets: Upon contract award the General Contractor shall be provided one copy of the construction documents in .pdf format from which he shall print at his cost all paper and electronic copies necessary to meet contract requirements and to facilitate construction.

11.5.2 (Add) Payment Due: The agreed interest rate will be 6% per annum. The Architect shall be reimbursed for the cost (including reasonable attorneys fees) for collection of accounts.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BancorpSouth Insurance Services, Inc. 828 U.S. 231 Troy AL 36081	CONTACT NAME: Julie Livingston PHONE: (AG No. ext) 334-586-0220 FAX: (AG No.) 334-386-3326 E-MAIL: Address: julie.livingston@bxsai.com
	INSURER(S) AFFORDING COVERAGE
INSURED PH&JARC-01 PH&J Architects, Inc. P.O. Box 215 Montgomery AL 36101	INSURER A: Pennsylvania National Mutual Casual 14990 INSURER B: Alabama Self-Insured Worker's Comp INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 1185883327** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD. COVER (IND) (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CL90651940	12/23/2013	12/23/2014	EACH OCCURRENCE \$500,000 DAMAGES TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$500,000 GENERAL AGGREGATE \$500,000 PRODUCTS - COMP/OP AGG \$500,000 N
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		AU90651940	12/23/2013	12/23/2014	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$0		UL90651940	12/23/2013	12/23/2014	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (mandatory in Mo) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	1-1642-113	1/1/2014	1/1/2018	<input checked="" type="checkbox"/> WC BY STATE LIMIT <input type="checkbox"/> JOYR-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER PH&J Architects, Inc. P.O. Box 215 Montgomery AL 36101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



CERTIFICATE OF LIABILITY INSURANCE

HAJA

DATE (MM/DD/YYYY)
7/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Crow Friedman Group of Alabama, Inc.
109 Columblana Rd.
Blrmingham, AL 35209

(205) 979-7309

CONTACT NAME: Jackie Murk
PHONE (A/C No, Ext): (901) 820-0400 FAX (A/C, No): (901) 820-0402
E-MAIL ADDRESS: jackie@crowfriedman.com
PRODUCER CUSTOMER ID #: PHJARC-018

INSURED
PH&J architects, inc.
807 South McDonough Street
Montgomery, AL 36104

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Navigators Insurance Company	42307
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS						\$
	NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WE STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			CM13DPL026710IV	6/1/2013	6/1/2014	Each Claim \$1,000,000
A	Professional Liability			CM13DPL026710IV	6/1/2013	6/1/2014	Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Specimen For Proposal Only
Cancellation Clause Does Not Apply

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Company ID Number: 488843

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and PH&J Architects, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

E-Verify



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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" Identify document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

E-Verify



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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

E-Verify



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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(f)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

E-Verify



Company ID Number: 468843

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(l)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

E-Verify



Company ID Number: 488843

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



Company ID Number: 488843

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

E-Verify



Company ID Number: 488843

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

E-Verify



Company ID Number: 480843

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

E-Verify



Company ID Number: 488843

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

E-Verify



Company ID Number: 488843

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer PH&J Architects, Inc.	
Harrell Gandy Name (Please Type or Print)	Title
Electronically Signed Signature	01/12/2012 Date
Department of Homeland Security -- Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	01/12/2012 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	PH&J Architects, Inc.
Company Facility Address:	807 S. McDonough Street
	Montgomery, AL 36104
Company Alternate Address:	P.O. Box 215
	Montgomery, AL 36101-0215
County or Parish:	MONTGOMERY
Employer Identification Number:	830566195

E-Verify



Company ID Number: 488843

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
<p>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</p> <ul style="list-style-type: none"> ALABAMA 1 site(s) 	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Cherette B Calver	Fax Number:	(334) 265 - 9208
Telephone Number:	(334) 265 - 8761		
E-mail Address:	pbjarch@bellsouth.net		
Name:	Harrell G Gandy	Fax Number:	(334) 265 - 9208
Telephone Number:	(334) 265 - 8781		
E-mail Address:	pbjarch@bellsouth.net		

Chambers County Commission



Henry Osborne, District 4
Chairman
David Eastridge, District 5
Vice Chairman

Charlie Williams, District 1
James "Jimbo" Brown, District 2
Joe L. Blanks, District 3
Debbie Wood, District 6

John P. Dendy, County Manager

June 3, 2014

Atty. Skip McCoy
Johnson, Caldwell & McCoy
117 N. Lanier Avenue
Lanett, AL 36863

RE: Renovations to the Chambers County Jail for the Chambers County Commission
PH&J #1407GV

Dear Skip:

Enclosed is a copy of the Agreement between Owner and Architect on the above referenced project. I have sent same to Maj. Clay Stewart for review.

Sincerely,

A handwritten signature in black ink, appearing to read "John P. Dendy". The signature is fluid and cursive, written over a light background.

John P. Dendy
County Manager

JPD/sf

Enclosure

Chambers County Commission



Henry Osborne, District 4
Chairman
David Eastridge, District 5
Vice Chairman

Charlie Williams, District 1
James "Jimbo" Brown, District 2
Joe L. Blanks, District 3
Debbie Wood, District 6

John P. Dendy, County Manager

June 3, 2014

Major Clay Stewart
Chambers County Detention Center
105 Alabama Avenue West
LaFayette, AL 36862

RE: Renovations to the Chambers County Jail for the Chambers County Commission
PH&J #1407GV

Dear Clay:

Enclosed is a copy of the Agreement between Owner and Architect on the above referenced project. I have sent one to Attorney McCoy; please get with him for review.

Sincerely,

A handwritten signature in cursive script, appearing to read "John P. Dendy", with a long horizontal flourish extending to the right.

John P. Dendy
County Manager

JPD/sf

Enclosure

cc: Skip McCoy

NOTICE OF AWARD

To: John Apel, President
Apel Machine & Supply Co., Inc.
9910 US Hwy 31
Hanceville, AL 35077

Date: _____
Project: Welch Area Water Improvements
for Chambers County Commission
CDBG Project No. CY-CM-PF-13-011
GMC Project No. CMGM-130129

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated Tuesday, July 29, 2014, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$724,923.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

CHAMBERS COUNTY COMMISSION
Owner
By Henry Osborn
Henry Osborn
Title Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Apel Machine & Supply Company, Inc. this the _____ day of _____, 20__.

APEL MACHINE & SUPPLY CO., INC.
Contractor
By _____
John Apel
Title President

GOODWYN MILLS | CAWOOD

July 29, 2014

Mr. Henry Osborn
Chairman
CHAMBERS COUNTY COMMISSION
2 South LaFayette Street
LaFayette, AL 36862

RE: WELCH AREA WATER IMPROVEMENTS
FOR THE CHAMBERS COUNTY COMMISSION
CDBG PROJECT NO. CY-CM-PF-13-011
GMC PROJECT NO. CMGM-130129

Dear Chairman Osborn:

Goodwyn, Mills and Cawood, Inc. has reviewed the bids for the referenced project received at 9:00 a.m. EDT (9:00 a.m. CDT) on Tuesday, July 29, 2014.

The low bidder was Apel Machine & Supply Co., Inc. from Hanceville, AL. Goodwyn, Mills and Cawood, Inc. recommends award of the contract Apel Machine & Supply Co., Inc. in the amount of \$724,923. We have enclosed a *Tabulation of Bids* for your files.

If the award is made, please sign the four (4) copies of the *Notice of Award* and return all copies to our office for further processing as soon as possible.

Should you have any questions, please do not hesitate to call.

Sincerely,


Sheppard Dearing, Project Manager
Municipal Engineering

:pr

Enclosures

xc: Mr. John Apel, President; Apel Machine & Supply Co., Inc.
Mr. Terry Acuff; Community Consultants
File CMGM-130129 BD

T:\MONTGOMERY\CMGM PROJ\EAST ALABAMA IWSFP\130129 - WELCH AREA WATER IMPROVEMENTS\5 BID DOCUMENTS - CONSTRUCTION CONTRACTS\AFTER BID OPENING\OSBORN, H. RECOMMEND AWD.DOC

GOODWYN MILLS AND CAWOOD, INC
3101 Frederick Road, Suite 1
Opelika, AL 36801
Tel 334-364-0057 Fax 334-364-0409
GMCNETWORK.COM

TRANSPORTATION
SURVEYING
PLANNING
LANDSCAPE
INTERIOR DESIGN
GEOTECHNICAL
ENVIRONMENTAL
ENGINEERING
ARCHITECTURE

GOODWYN, MILLS & CAWOOD

July 29, 2014

Mr. Terrell Bishop
Chairman
EAST ALABAMA WATER, SEWER AND FIRE PROTECTION DISTRICT
P. O. Box 37
Valley, AL 36854

RE: WELCH ARE WATER IMPROVEMENTS
FOR THE CHAMBERS COUNTY COMMISSION
CDBG PROJECT NO. CY-CM-PF-13-011
GMC PROJECT NO. CMGM-130129

Dear Chairman Bishop:

Goodwyn, Mills and Cawood, Inc. has reviewed the bids for the referenced project received at 9:00 a.m. EDT (9:00 a.m. CDT) on Tuesday, July 29, 2014.

The low bidder was Apel Machine & Supply Co., Inc. from Hanceville, AL. Goodwyn, Mills and Cawood, Inc. recommends award of the contract Apel Machine & Supply Co., Inc. in the amount of \$724,923. We have enclosed a *Tabulation of Bids* for your files.

GMC has enclosed a copy of the Recommendation Award Packet for your review and concurrence. If approved by the Board, the Recommendation Award Packet will be presented to the County Commission in the next scheduled Commission meeting.

Should you have any questions, please do not hesitate to call.

Sincerely,


Sheppard Dearing, Project Manager
Municipal Engineering

Enclosures

xc: File File CMGM-130129 BD

T:\MONTGOMERY\CMGM PROJ\EAST ALABAMA WSFP\130065 - EAST ALABAMA WWTP MISC IMPR\5 BID DOCUMENTS - CONSTRUCTION CONTRACTS\AFTER BID OPENING\BISHOP,I.RECOMMEND AWD.DOC

GOODWYN, MILLS AND CAWOOD, INC

3101 Federal Road, Suite 1
Opulika, AL 36801
Tel 334.564.0057 Fax 334.364.0489
GMCNETWORK.COM

ARCHITECTURE · ENGINEERING · ENVIRONMENTAL · GEOTECHNICAL · INTERIOR DESIGN · LANDSCAPE · PLANNING · SURVEYING · TRANSPORTATION

TABULATION OF BIDS
 WELCH AREA WATER IMPROVEMENTS FOR THE
 CHAMBERS COUNTY COMMISSION
 CDBG PROJECT NO. C74CM-FP-13-011
 GMC PROJECT NO. CMGM-130129
 BID OPENING: TUESDAY, JULY 29, 2014 @ 10:00 A.M. EDT (9:00 A.M. CDT)

Item	Qty	Unit	Description	Apel Machine & Supply Co., Inc. Hanceville, AL Unit Price	R & B Contracting Co., Inc. Andalusia, AL Unit Price	Startley General Contractors, Inc. Blountsville, AL Unit Price	RDUJ, Inc. Newnan, GA Unit Price	Crawford Grading & Pipeline, Inc. Lutheraville, GA Unit Price
1	14800	LF	8" C900, DR18 PVC Water Main	14.30	13.00	15.00	14.50	14.89
2	300	LF	8" Ductile Iron Water Main	27.50	41.50	25.00	30.00	29.85
3	520	LF	8" Ductile Iron Water Main (w/ field lock gaskets)	34.87	49.00	30.00	40.00	34.80
4	3280	LF	6" C900, DR18 PVC Water Main	10.10	9.00	12.00	11.00	12.72
5	40	LF	6" Ductile Iron Water Main	24.14	48.00	20.00	30.00	31.91
6	6200	LF	3" PVC, CL250 Water Main	4.88	6.00	4.00	7.50	5.41
7	70	LF	3" Ductile Iron Water Main (w/ field lock gaskets)	58.24	61.00	27.00	70.00	73.50
8	2130	LF	2" Schedule 40 PVC Water Main	4.43	3.84	10.00	7.00	5.99
9	350	LF	10" HDPE, DR9 Directional Drill Water Main	88.70	80.66	100.00	0.00	115.13
			or					
	350	LF	8" Fusible PVC™, C900, DR18 Directional Drill Water Main	0.00	0.00	0.00	130.00	59.83
			Circle Material Used: HDPE Fusible FPVC™					
10	150	LF	16" Steel Casing, Type I Installation (Open Cut)	66.01	90.00	75.00	75.00	77.08
11	190	LF	16" Steel Casing, Type II Installation (Jack & Bore)	114.92	170.00	250.00	310.00	152.51
12	20	LF	6" Steel Casing, Type I Installation (Open Cut)	45.03	54.25	65.00	40.00	47.78
13	65	LF	6" Steel Casing, Type II Installation (Jack & Bore)	85.40	64.25	125.00	125.00	126.63
14	21	EA	8" Gate Valve Assembly	1,421.02	1,288.00	980.00	1,500.00	1,168.40
15	1	EA	6" Gate Valve Assembly	1,057.48	904.00	750.00	1,100.00	862.40
16	5	EA	3" Gate Valve Assembly	786.15	715.00	700.00	825.00	660.00
17	2	EA	2" Gate Valve Assembly	654.86	582.00	450.00	700.00	547.20
18	10	EA	Fire Hydrant Assembly	3,157.25	3,537.50	3,000.00	3,400.00	3,444.62
19	3	EA	2" Blow-off Assembly	1,013.21	965.00	900.00	1,000.00	1,478.53
20	4	EA	Combination Air Release Valve Assembly (US 431)	1,974.51	1,500.00	3,200.00	4,100.00	2,561.60
					R & B Contracting Co., Inc. Andalusia, AL Unit Price	Startley General Contractors, Inc. Blountsville, AL Unit Price	RDUJ, Inc. Newnan, GA Unit Price	Crawford Grading & Pipeline, Inc. Lutheraville, GA Unit Price
21	6	EA	Combination Air Release Valve Assembly	1,090.26	1,500.00	1,000.00	3,500.00	1,852.80
22	2	TON	Ductile Iron Fittings	13,818.04	13,000.00	5.50	6,000.00	24,540.05

23	2700	LF	3/4" HDPE (Blue Ice) Service Tubing	3.10	5.25	5.00	2.75	3.27
24	8700	LF	1" HDPE (Blue Ice) Service Tubing	3.28	5.50	5.00	3.00	3.45
25	1000	LF	1-1/2" HDPE (Blue Ice) Service Tubing	3.77	7.00	6.00	3.50	2.98
26	4100	LF	1-1/2" PVC, CL200 Service Casing, Type II Installation	13.86	11.00	6.00	3.00	13.11
27	65	EA	3/4" Water Meter Assembly	540.22	500.00	600.00	625.00	634.25
28	49	EA	3/4" Service Tap	380.44	195.00	300.00	155.00	81.37
29	46	EA	1" Service Tap	453.27	226.00	200.00	300.00	140.80
30	20	EA	3/4" Household Connection	313.84	359.00	750.00	300.00	165.00
31	15	EA	1" Household Connection	313.84	483.00	750.00	300.00	165.00
32	150	LF	Asphalt Pavement Patch	29.39	20.00	70.00	55.00	138.43
33	100	LF	Concrete Patch	35.57	78.00	35.00	70.00	58.00
34	3	EA	Piers for Aerial Creek Crossing	3,108.69	7,000.00	3,000.00	3,800.00	3,490.00
35	1	LS	Mobilization (Not To Exceed 3% of Total Bid)	5,150.00	22,000.00	23,300.00	25,000.00	15,000.00
36	1	LS	Cleaning and Grubbing	5,150.00	15,000.00	12,000.00	35,000.00	40,000.00
37	1	LS	Erosion Control Measures	5,474.45	8,000.00	15,000.00	20,000.00	12,000.00
38	1	LS	Stormwater Permitt Allowance	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
39	1	LS	Cleanup, Grassing, and Landscaping	9,872.55	11,000.00	9,000.00	30,000.00	30,000.00
40	1	LS	Final Asbuilt Submittal	1,030.00	1,500.00	2,500.00	1,000.00	2,000.00
TOTAL BID				\$ 724,923.00	\$ 774,928.45	\$ 776,536.00	\$ 844,885.00	\$ 834,142.92

R & B Contracting Co. - Did not extend Line Item No. 30 correctly.
 Starley General Contractors, Inc. - Did not extend Line Item No. 5 and Line Item No. 22 correctly.
 RDJE, Inc. - Did not extend Line Item No. 25 correctly.
 Crawford Grading and Pipeline, Inc. - Did not choose Line Item No. 9 correctly.

To the best of our knowledge, these bids are accurately tabulated and were accepted in accordance with applicable regulations

Joshua C. Pierce, PE, Alabama License No. 25767

RESOLUTION

WHEREAS, the Chambers County Commission has received a Community Development Block Grant to implement a waterline extension project that will serve the Welch Community; and

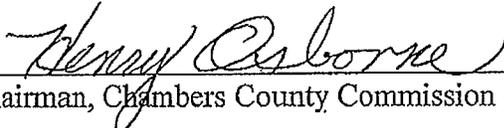
THEREFORE, in accordance with CDBG regulations the Chambers County Commission and the East Alabama Water, Sewer and Fire Authority has solicited and received bids from qualified construction companies to install the above referenced waterlines required to serve this community;

NOW, THEREFORE, be it resolved that the Chambers County Commission, the East Alabama Water, Sewer and Fire Authority and the Project Engineer has evaluated the bids received and has determined that Apel Machine and Supply is the low bidder on this project; and

THAT, the Chairman of the Chambers County Commission, be and is hereby authorized to enter into a contract with Apel Machine and Supply in the amount of \$724,923.00 to construct the waterlines associated with the above referenced CDBG project.

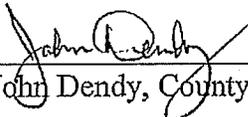
READ AND ADOPTED this the 4th day of August 2014.

SIGNED FOR THE CHAMBERS COUNTY COMMISSION:



Chairman, Chambers County Commission

Attest:



John Dendy, County Administrator

PUBLIC HEARING/COMMENT PERIOD NOTICE
CHAMBERS COUNTY SOLID WASTE MANAGEMENT PLAN

As required by the Alabama Solid Wastes & Recyclable Materials Management Act (SWRMMA), Code of Alabama, 1975, Section 22-27-47, the Chambers County Commission will conduct a public hearing to solicit public comment concerning the County's Solid Waste Management Plan (SWMP or Plan). The Public Hearing will be held Monday, September 15, 2014, at 3:30 PM CST in the meeting chambers of the Chambers County Commission at the Chambers County Courthouse, 2 South LaFayette Street, LaFayette, Alabama.

Each city and county of the State of Alabama is required to develop and adopt comprehensive Solid Waste Management Plans which forecast and describe the management of solid waste generated within the local government's jurisdiction over a minimum 10-year period. The SWMP includes topics such as describing the types and volumes of solid waste generated in the county, the methods of collection, transportation and disposal for this solid waste, descriptions of major recycling programs in the county, and other solid waste management issues. Copies of the proposed Chambers County Solid Waste Management Plan will be available for review from 9:00 AM CST to 4:30 PM CST, Mondays through Fridays, between the dates of August 6, 2014 and September 15, 2014 at the Offices of the Chambers County Commission, Chambers County Courthouse, 2 South LaFayette Street, LaFayette, AL 36862. To obtain copies of the document or to obtain additional information, contact John Dendy, Chambers County Manager, 2 South LaFayette Street, LaFayette, AL 36862, phone: (334) 864-4311.

If any local citizen wishes to submit public comments, such comments shall be submitted in writing by the close of the Public Hearing on September 15, 2014 to: John Dendy, Chambers County Manager, 2 South LaFayette Street, LaFayette, AL 36862. Public comments may also be submitted, in writing, at the Public Hearing on September 15, 2014. In order to affect final decisions or content of the SWMP, comments must offer technically substantial information that is applicable to the proposed Plan.

This notice is hereby approved this 4th day of August, 2014 by authorization of the Chambers County Commission.

/s/ Regina Chambers

Regina Chambers

Recording Secretary, Chambers County Commission
Chambers County, Alabama

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