



BOARD OF COUNTY COMMISSIONERS

JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827

1 COURTHOUSE CIRCLE; MONTICELLO, FLORIDA 32344

PHONE: (850)-342-0287

Stephen Fulford

District 1

Gene Hall

District 2

J T Surles

District 3 Vice-Chair

Betsy Barfield

District 4 Chairwoman

Stephen Walker

District 5

REGULAR SESSION AGENDA:

March 7, 2019 at the Courthouse Annex

435 W. Walnut Street, Monticello, FL 32344

1. 6 PM CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE

2. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS

3. CONSENT AGENDA

- a) Approval of Agenda
- b) General Fund / Transportation Vouchers For Approval: 3.7.2019
- c) BOCC Minutes For Approval 2.21.2019 – Regular Board Meeting
- d) A Building Construction Services Agreement

4. GENERAL BUSINESS

- a) Housing Department –
 1. SHIP Housing Yeager Project – Disposition of loan, Construction Details Needed, Steps to Be Taken, Etc.
 2. Authorized Signature For Housing Related Documents Approved By BOCC
- b) Attorney Fee Request for Reimbursement Opinion Letter – Coppins Monroe
- c) Big Bend Continuum of Care Request Representation by a Board Member

5. Citizens Request & Input on Non-Agenda Items (3 Minute Limit Please)

6. CLERK OF COURTS -

7. COUNTY COORDINATOR - Road Department – Reports and Activity

8. COUNTY ATTORNEY -

9. COMMISSIONER DISCUSSION ITEMS

ADJOURN:

From the manual "Government in the Sunshine", page 40: Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Kirk Reams

Clerk of Courts

Parrish Barwick

County Coordinator

T. Buckingham Bird

County Attorney

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY PE	VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-01001	G/L	CASH ACCOUNT-011010000			CASH-CHECKING-GEN. FUND				
Advanced Business System	03/07/2019	-	328088	02/14/2019	VR	22030719-055	Mtr#70301	43.48	.00
Advanced Business System	03/07/2019	-	328362	02/19/2019	VR	19030719-074	Mtr#68863	47.31	.00
Advanced Business System	03/07/2019	-	328362	02/19/2019	VR	28030719-075	Mtr#68863	47.31	.00
Advanced Business System	03/07/2019	-	328548	02/21/2019	VR	01030719-057	#70317,70318,70319,70323	150.20	.00
CHECK TO VENDOR==>VENDOR ADVBUSIN Advanced Business Systems TOTALS								288.30	.00
Ard, Shirley & Rudolph,P	03/07/2019	-	11725	02/20/2019	VR	01030719-007	#2-101.1 Plan Rep 03/19	2188.33	.00
CHECK TO VENDOR==>VENDOR ARDSHIRL Ard, Shirley & Rudolph,PA TOTALS								2188.33	.00
Auto Tech of Miami, Inc.	03/07/2019	-	02191901	02/19/2019	VR	28030719-093	Fire Rescue-Oil Change	107.52	.00
CHECK TO VENDOR==>VENDOR AUTOTECH Auto Tech of Miami, Inc. TOTALS								107.52	.00
Big Bend Tire	03/07/2019	-	20652	02/21/2019	VR	28030719-096	FireResc-OilChange,Filter	259.00	.00
CHECK TO VENDOR==>VENDOR BIGBENTI Big Bend Tire TOTALS								259.00	.00
T. Buckingham Bird	03/07/2019	-	03011901	03/01/2019	VR	01030719-003	Monthly Budget 03/19	2366.41	.00
CHECK TO VENDOR==>VENDOR BIRDTBUC T. Buckingham Bird TOTALS								2366.41	.00
Marty Bishop	03/07/2019	-	03011901	03/01/2019	VR	01030719-001	Monthly Budget 03/19	20759.45	.00
CHECK TO VENDOR==>VENDOR BISHOPM Marty Bishop TOTALS								20759.45	.00
State of Florida	03/07/2019	-	2Z-5665	02/18/2019	VR	01030719-016	#215-8844	115.55	.00
State of Florida	03/07/2019	-	2Z-5666	02/18/2019	VR	01030719-017	#215-8844	5.84	.00
CHECK TO VENDOR==>VENDOR DEPTMGMT State of Florida TOTALS								121.39	.00
Duke Energy	03/07/2019	-	30570219	02/15/2019	VR	19030719-078	Act#8325563057	14.98	.00
Duke Energy	03/07/2019	-	30570219	02/15/2019	VR	19030719-079	Act#8325563057	54.72	.00
Duke Energy	03/07/2019	-	30570219	02/15/2019	VR	19030719-080	Act#8325563057	124.63	.00
Duke Energy	03/07/2019	-	30570219	02/15/2019	VR	28030719-081	Act#8325563057	14.98	.00
Duke Energy	03/07/2019	-	60800219	02/15/2019	VR	01030719-010	Act#3663516080	25.06	.00
Duke Energy	03/07/2019	-	90640219	02/15/2019	VR	01030719-058	Act#3193189064	917.24	.00
CHECK TO VENDOR==>VENDOR DUKE Duke Energy TOTALS								1151.61	.00
First Call Truck Parts	03/07/2019	-	40515	02/21/2019	VR	22030719-047	#4515 Hi Temp Red Tac	49.70	.00
CHECK TO VENDOR==>VENDOR FIRSTCAL First Call Truck Parts TOTALS								49.70	.00
Gulf Coast Lumber/Supply	03/07/2019	-	28029	12/13/2017	VR	01030719-024	#300166 Bulbs	57.93	.00
Gulf Coast Lumber/Supply	03/07/2019	-	28054	12/13/2017	VR	01030719-026	#300166 CREDIT	-8.99	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY PE	VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Gulf Coast Lumber/Supply	03/07/2019	-	30964	02/10/2018	VR	01030719-023	#300166 Padlocks	28.97	.00
Gulf Coast Lumber/Supply	03/07/2019	-	33345	03/29/2018	VR	19030719-087	#300166 Cable	88.50	.00
Gulf Coast Lumber/Supply	03/07/2019	-	33345	03/29/2018	VR	28030719-086	#300166 Cable	88.50	.00
Gulf Coast Lumber/Supply	03/07/2019	-	33400	03/29/2018	VR	19030719-088	#300166 CREDIT	-88.50	.00
Gulf Coast Lumber/Supply	03/07/2019	-	33400	03/29/2018	VR	28030719-089	#300166 CREDIT	-88.50	.00
Gulf Coast Lumber/Supply	03/07/2019	-	35054	05/01/2018	VR	01030719-022	#300166 Bulb	19.96	.00
Gulf Coast Lumber/Supply	03/07/2019	-	36392	05/29/2018	VR	01030719-020	#300166 Keys	3.00	.00
Gulf Coast Lumber/Supply	03/07/2019	-	37622	06/21/2018	VR	01030719-029	#300166 CREDIT	-15.65	.00
Gulf Coast Lumber/Supply	03/07/2019	-	38317	07/05/2018	VR	01030719-021	#300166 CREDIT	-3.00	.00
Gulf Coast Lumber/Supply	03/07/2019	-	38465	07/09/2018	VR	19030719-091	#300166 Vert Comb Lock As	4.75	.00
Gulf Coast Lumber/Supply	03/07/2019	-	38465	07/09/2018	VR	28030719-090	#300166 Vert Comb Lock As	4.74	.00
Gulf Coast Lumber/Supply	03/07/2019	-	40021	08/06/2018	VR	01030719-028	#300166 Cooler,Cups,Chest	81.96	.00
Gulf Coast Lumber/Supply	03/07/2019	-	41659	09/06/2018	VR	01030719-030	#300166 Spray,ToiletSeat	78.66	.00
Gulf Coast Lumber/Supply	03/07/2019	-	42756	09/26/2018	VR	01030719-031	#300166 Caulk	6.29	.00
Gulf Coast Lumber/Supply	03/07/2019	-	42763	09/26/2018	VR	01030719-032	#300166 Screws,AlumTrim	16.38	.00
Gulf Coast Lumber/Supply	03/07/2019	-	43815	10/17/2018	VR	01030719-033	#300166 InvStripPaint	1.40	.00
Gulf Coast Lumber/Supply	03/07/2019	-	44937	11/07/2018	VR	01030719-019	#300166 Elec Ballast,Bulb	109.93	.00
Gulf Coast Lumber/Supply	03/07/2019	-	44945	11/07/2018	VR	01030719-018	#300166 LED Bulbs	29.97	.00
Gulf Coast Lumber/Supply	03/07/2019	-	48777	01/25/2019	VR	01030719-027	#300166 Bulbs	20.78	.00
Gulf Coast Lumber/Supply	03/07/2019	-	49708	02/12/2019	VR	22030719-059	#300166 HaloBulb,2x4x8PT	28.20	.00
Gulf Coast Lumber/Supply	03/07/2019	-	50025	02/18/2019	VR	22030719-061	#300166 Drum Liner	29.99	.00
Gulf Coast Lumber/Supply	03/07/2019	-	50074	02/19/2019	VR	22030719-060	#300166 Duct Tape	24.95	.00
Gulf Coast Lumber/Supply	03/07/2019	-	50319	02/22/2019	VR	22030719-046	#300166 Keys	3.00	.00
Gulf Coast Lumber/Supply	03/07/2019	-	7231	11/18/2016	VR	01030719-025	#300166 Bulbs	9.98	.00
CHECK TO VENDOR==>VENDOR GULFCOLU Gulf Coast Lumber/Supply* TOTALS								533.20	.00
Jeff.Co. Clerk of Courts	03/07/2019	-	03011901	03/01/2019	VR	01030719-002	Monthly Budget 03/19	30000.00	.00
CHECK TO VENDOR==>VENDOR JEFCLERK Jeff.Co. Clerk of Courts TOTALS								30000.00	.00
Jeff Cnty Sheriff's Offi	03/07/2019	-	02151901	02/15/2019	VR	14030719-036	Budget Req. #6	325140.16	.00
CHECK TO VENDOR==>VENDOR JEFFCOSH Jeff Cnty Sheriff's Offic TOTALS								325140.16	.00
Jones Welding & Industri	03/07/2019	-	VM35353	02/07/2019	VR	28030719-092	#58675 Oxygen	79.02	.00
CHECK TO VENDOR==>VENDOR JONESWEL Jones Welding & Industria TOTALS								79.02	.00
Kimball Midwest	03/07/2019	-	6931052	02/15/2019	VR	22030719-062	#196984 FlshLt,Pliers,Kit	178.88	.00
CHECK TO VENDOR==>VENDOR KIMBALLM Kimball Midwest TOTALS								178.88	.00
Madison County	03/07/2019	-	02221901	02/22/2019	VR	01030719-006	VA Shared Costs 02/19	1926.11	.00
CHECK TO VENDOR==>VENDOR MADISONB Madison County TOTALS								1926.11	.00
MunicipalEmergencyServic	03/07/2019	-	1309740	02/13/2019	VR	19030719-037	#C57362 Facepiece w/KVLR	270.00	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
CHECK TO VENDOR==>VENDOR MES MunicipalEmergencyService							TOTALS	270.00	.00
Monticello Carquest Inc.	03/07/2019	-	38178968	02/15/2019	VR 22030719-052	Cust#263 Coupler	25.68	.00	
Monticello Carquest Inc.	03/07/2019	-	38178970	02/15/2019	VR 22030719-053	Cust#263 CREDIT	-25.68	.00	
Monticello Carquest Inc.	03/07/2019	-	38179079	02/18/2019	VR 22030719-054	Cust#263 Coupler	56.79	.00	
Monticello Carquest Inc.	03/07/2019	-	38179175	02/19/2019	VR 19030719-038	Cust#262 Charger,Solenoid	62.53	.00	
Monticello Carquest Inc.	03/07/2019	-	38179337	02/22/2019	VR 28030719-095	Cust#262 Exchange Battery	.00	.00	
Monticello Carquest Inc.	03/07/2019	-	38179338	02/22/2019	VR 28030719-094	Cust#262 Battery	172.95	.00	
Monticello Carquest Inc.	03/07/2019	-	38179483	02/25/2019	VR 19030719-039	Cust#262 CableRepairEnd	42.11	.00	
CHECK TO VENDOR==>VENDOR MONTCARQ Monticello Carquest Inc.							TOTALS	334.38	.00
Monticello News	03/07/2019	-	9219	06/20/2018	VR 01030719-035	3x5 Mosquito Ad	97.50	.00	
Monticello News	03/07/2019	-	9230	06/22/2018	VR 01030719-034	3x5 Mosquito Ad	97.50	.00	
CHECK TO VENDOR==>VENDOR MONTINEW Monticello News							TOTALS	195.00	.00
North Fla Asphalt, Inc	03/07/2019	-	02201901	02/20/2019	VR 01030719-050	Wacissa Springs Phase II	76073.85	.00	
CHECK TO VENDOR==>VENDOR NORTHFLA North Fla Asphalt, Inc							TOTALS	76073.85	.00
O'Reilly Automotive, Inc	03/07/2019	-	5-363886	02/13/2019	VR 01030719-009	#336410 Belt	57.86	.00	
O'Reilly Automotive, Inc	03/07/2019	-	5-363988	02/14/2019	VR 22030719-056	#336410 AntiFreeze,Belt	57.31	.00	
CHECK TO VENDOR==>VENDOR OREILLY O'Reilly Automotive, Inc.							TOTALS	115.17	.00
Piggly Wiggly	03/07/2019	-	207497	02/18/2019	VR 19030719-084	Act#103 Bleach,Sponges	6.27	.00	
Piggly Wiggly	03/07/2019	-	207497	02/18/2019	VR 28030719-085	Act#103 Bleach,Sponges	6.28	.00	
CHECK TO VENDOR==>VENDOR PIGGLYWI Piggly Wiggly							TOTALS	12.55	.00
Pro Chem, Inc.	03/07/2019	-	36842	02/15/2019	VR 22030719-048	Solid Waste-Lemon Solv	168.27	.00	
CHECK TO VENDOR==>VENDOR PRO-CHEM Pro Chem, Inc.							TOTALS	168.27	.00
Public Risk Ins. Agency	03/07/2019	-	59462	02/26/2019	VR 01030719-040	#1370 Business Auto	9979.00	.00	
Public Risk Ins. Agency	03/07/2019	-	59462	02/26/2019	VR 01030719-041	#1370 Inland Marine	3476.00	.00	
Public Risk Ins. Agency	03/07/2019	-	59462	02/26/2019	VR 01030719-042	#1370 Commercial Property	17414.00	.00	
CHECK TO VENDOR==>VENDOR PUBLICR Public Risk Ins. Agency							TOTALS	30869.00	.00
Quill Corporation*	03/07/2019	-	5002743	02/11/2019	VR 19030719-077	C2204293 Paper,Marker,USB	43.32	.00	
Quill Corporation*	03/07/2019	-	5002743	02/11/2019	VR 28030719-076	C2204293 Paper,Marker,USB	43.32	.00	
Quill Corporation*	03/07/2019	-	5051852	02/08/2019	VR 19030719-083	#C2204293 Stamp	9.65	.00	
Quill Corporation*	03/07/2019	-	5051852	02/08/2019	VR 28030719-082	#C2204293 Stamp	9.64	.00	

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
						TOTALS	105.93	.00
Redwire	03/07/2019	-	176345	02/25/2019	VR 01030719-008	#W1M1414 Annex	246.91	.00
						TOTALS	246.91	.00
Register's Mini Storage	03/07/2019	-	03011901	03/01/2019	VR 01030719-004	Units B 17,21-22	225.00	.00
						TOTALS	225.00	.00
Right Way Welding & Fabr	03/07/2019	-	1520	02/22/2019	VR 22030719-045	Repair Compactor	4115.50	.00
						TOTALS	4115.50	.00
Ring Power Corporation*	03/07/2019	-	C4679918	02/18/2019	VR 22030719-049	#024323 EngineOilPan,TrbS	2052.32	.00
						TOTALS	2052.32	.00
Royal Mini Storage, Inc.	03/07/2019	-	03011901	03/01/2019	VR 01030719-005	Unit #47	110.00	.00
						TOTALS	110.00	.00
Santander Leasing LLC	03/07/2019	-	2276669	02/15/2019	VR 22030719-044	#004-0004870-000	40000.00	.00
						TOTALS	40000.00	.00
James Skipworth	03/07/2019	-	02181901	02/18/2019	VR 01030719-013	Janitorial Svcs 02/19	420.00	.00
						TOTALS	420.00	.00
Tommy Stover	03/07/2019	-	852065	02/20/2019	VR 01030719-015	Courthouse-Repair Lights	140.00	.00
						TOTALS	140.00	.00
Tri-County Electric Coop	03/07/2019	-	90050119	02/18/2019	VR 22030719-063	Act#72001059005	75.38	.00
Tri-County Electric Coop	03/07/2019	-	90050219	02/18/2019	VR 22030719-064	Act#72001059005	75.01	.00
Tri-County Electric Coop	03/07/2019	-	90080119	02/18/2019	VR 22030719-065	Act#72001059008	53.60	.00
Tri-County Electric Coop	03/07/2019	-	90080219	02/18/2019	VR 22030719-066	Act#72001059008	53.60	.00
Tri-County Electric Coop	03/07/2019	-	90090119	02/18/2019	VR 22030719-067	Act#72001059009	141.86	.00
Tri-County Electric Coop	03/07/2019	-	90090219	02/18/2019	VR 22030719-068	Act#72001059009	149.31	.00
Tri-County Electric Coop	03/07/2019	-	90100119	02/18/2019	VR 22030719-069	Act#72001059010	77.44	.00
Tri-County Electric Coop	03/07/2019	-	90100219	02/18/2019	VR 22030719-070	Act#72001059010	77.44	.00
Tri-County Electric Coop	03/07/2019	-	90110119	02/18/2019	VR 22030719-071	Act#72001059011	130.58	.00
Tri-County Electric Coop	03/07/2019	-	90110219	02/18/2019	VR 22030719-072	Act#72001059011	131.44	.00
						TOTALS	965.66	.00
ULTRA SHRED TECHNOLOGIES	03/07/2019	-	116650	02/20/2019	VR 01030719-014	Document Destruction	72.00	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
						CHECK TO VENDOR==>VENDOR ULTRASH ULTRA SHRED TECHNOLOGIES	TOTALS 72.00	.00
UniFirst Corporation	03/07/2019	-	0181537	02/14/2019	VR 22030719-051	Cust#1237569	164.24	.00
UniFirst Corporation	03/07/2019	-	0182039	02/21/2019	VR 22030719-043	Cust#1237569	162.74	.00
UniFirst Corporation	03/07/2019	-	0182049	02/21/2019	VR 01030719-011	Cust#1311916	89.40	.00
UniFirst Corporation	03/07/2019	-	0182055	02/21/2019	VR 01030719-012	Cust#1381144	34.32	.00
						CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation	TOTALS 450.70	.00
Verizon Wireless	03/07/2019	-	98240267	02/10/2019	VR 23030719-073	#942128132-2 #9824026758	36.07	.00
						CHECK TO VENDOR==>VENDOR VERIZONW Verizon Wireless	TOTALS 36.07	.00
						CASH ACCOUNT # 011010000	TOTALS 542127.39	.00
						BANK ACCOUNT # 0101001611	TOTALS 542127.39	.00
						FINAL REPORT TOTALS	542127.39	.00

REPORT DATE 02/28/2019
SYSTEM DATE 02/28/2019
FILES ID B

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

PAGE 6
TIME 11:05:43
USER KNEWBERRY

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

SELECT CRITERIA: DUE DATE 03/07/2019 TO 03/07/2019
VENDOR
VOUCHER TO 99999999
CASH CODE 01001

INCLUDE DORMANT CREDIT MEMOS?...: Y

END OF REPORT

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-08008	G/L	CASH ACCOUNT-111010000				CASH-CHECKING-CO TRANS		
Advanced Business System	03/07/2019	-	327985	02/13/2019	VR 11030719-008	Mtr#70306,70314	146.68	.00
						CHECK TO VENDOR==>VENDOR ADVBUSIN Advanced Business Systems TOTALS	146.68	.00
Beard Equipment Company	03/07/2019	-	1101131	02/14/2019	VR 11030719-017	#700352 Boom Cylinder	1744.42	.00
						CHECK TO VENDOR==>VENDOR BEARD Beard Equipment Company TOTALS	1744.42	.00
CenturyLink	03/07/2019	-	83040219	02/16/2019	VR 11030719-001	Act#312168304	424.64	.00
						CHECK TO VENDOR==>VENDOR CENTLINK CenturyLink TOTALS	424.64	.00
Conrad Yelvington Distri	03/07/2019	-	989244	02/19/2019	VR 11030719-026	Limerock Base	486.65	.00
						CHECK TO VENDOR==>VENDOR CONRADYE Conrad Yelvington Distrib TOTALS	486.65	.00
Duval Ford	03/07/2019	-	KEC35288	01/30/2019	VR 11030719-004	2019 Ford F-350	42419.00	.00
Duval Ford	03/07/2019	-	KED39536	12/17/2018	VR 11030719-003	2019 Ford F-250	34337.00	.00
Duval Ford	03/07/2019	-	KKC54039	02/08/2019	VR 11030719-002	2019 Ford F-150	32974.00	.00
						CHECK TO VENDOR==>VENDOR DUVALFOR Duval Ford TOTALS	109730.00	.00
Howdys Rent A Toilet	03/07/2019	-	633462	02/15/2019	VR 11030719-006	#18072 Hwy 19 N	64.00	.00
Howdys Rent A Toilet	03/07/2019	-	633463	02/15/2019	VR 11030719-007	#19214 Hold Pond Hwy 19	64.00	.00
						CHECK TO VENDOR==>VENDOR HOWDYS Howdys Rent A Toilet TOTALS	128.00	.00
Jefferson Co. Tax Coll.	03/07/2019	-	02071901	02/07/2019	VR 11030719-022	RoadDept- 2019 Ford	118.55	.00
Jefferson Co. Tax Coll.	03/07/2019	-	02071902	02/07/2019	VR 11030719-023	RoadDept-2019 Ford	118.55	.00
						CHECK TO VENDOR==>VENDOR JEFFCOTX Jefferson Co. Tax Coll. TOTALS	237.10	.00
Lanier Municipal Supply	03/07/2019	-	99980	02/20/2019	VR 11030719-024	Road Dept-Pipe	6919.60	.00
						CHECK TO VENDOR==>VENDOR LANIERMU Lanier Municipal Supply TOTALS	6919.60	.00
Monticello Carquest Inc.	03/07/2019	-	38178401	02/07/2019	VR 11030719-014	Cust#132 Hyd Fitting	14.68	.00
Monticello Carquest Inc.	03/07/2019	-	38178698	02/12/2019	VR 11030719-013	Cust#132 HydFit,HydHose	184.97	.00
						CHECK TO VENDOR==>VENDOR MONTCARQ Monticello Carquest Inc. TOTALS	199.65	.00
O'Reilly Automotive, Inc	03/07/2019	-	5-363815	02/12/2019	VR 11030719-015	#336410 BrakeClnr,Filters	36.33	.00
O'Reilly Automotive, Inc	03/07/2019	-	5-363843	02/12/2019	VR 11030719-020	#336410 BrakeRotor,CerPad	117.85	.00
O'Reilly Automotive, Inc	03/07/2019	-	5-363887	02/13/2019	VR 11030719-019	#336410 BrakeHose,Brackte	168.92	.00
O'Reilly Automotive, Inc	03/07/2019	-	5-363929	02/13/2019	VR 11030719-016	#336410 CREDIT	-47.00	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
O'Reilly Automotive, Inc	03/07/2019	-	5-364630	02/19/2019	VR 11030719-021	#336410 FuelAddit,MiniLam	38.80	.00	
CHECK TO VENDOR==>VENDOR OREILLY O'Reilly Automotive, Inc.							TOTALS	314.90	.00
Ring Power Corporation*	03/07/2019	-	C4655708	02/07/2019	VR 11030719-009	#024320 Trblsht,AdjustVal	2329.15	.00	
CHECK TO VENDOR==>VENDOR RINGPOWC Ring Power Corporation*							TOTALS	2329.15	.00
SUTTON'S MACHINE REPAIR	03/07/2019	-	5144	02/05/2019	VR 11030719-010	RDDept-StraightenFrames	113.75	.00	
SUTTON'S MACHINE REPAIR	03/07/2019	-	5150	02/12/2019	VR 11030719-011	RDDept-MountLightBar	285.00	.00	
SUTTON'S MACHINE REPAIR	03/07/2019	-	5153	02/14/2019	VR 11030719-012	RDDept-RepPipeCulvertClnr	275.00	.00	
CHECK TO VENDOR==>VENDOR SUTTONSM SUTTON'S MACHINE REPAIR							TOTALS	673.75	.00
UniFirst Corporation	03/07/2019	-	0181572	02/14/2019	VR 11030719-005	Cust#1508769	141.80	.00	
CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation							TOTALS	141.80	.00
Waukeelah Fertlizer	03/07/2019	-	89857	02/13/2019	VR 11030719-018	RoadDept-HitchPin,BoltsNu	14.33	.00	
CHECK TO VENDOR==>VENDOR WAUKFERT Waukeelah Fertlizer							TOTALS	14.33	.00
3Y OUTDOOR EQUIPMENT	03/07/2019	-	79251	02/07/2019	VR 11030719-025	BattleArmor-CulvertCleanr	3150.00	.00	
CHECK TO VENDOR==>VENDOR 3YOUTDOR 3Y OUTDOOR EQUIPMENT							TOTALS	3150.00	.00
CASH ACCOUNT # 111010000							TOTALS	126640.67	.00
BANK ACCOUNT # 0101006511							TOTALS	126640.67	.00
FINAL REPORT TOTALS								126640.67	.00

REPORT DATE 02/28/2019
SYSTEM DATE 02/28/2019
FILES ID B

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

PAGE 3
TIME 11:05:09
USER KNEWBERRY

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

SELECT CRITERIA: DUE DATE 03/07/2019 TO 03/07/2019
VENDOR
VOUCHER TO 99999999
CASH CODE 08008

INCLUDE DORMANT CREDIT MEMOS?...: Y

END OF REPORT

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
Regular Session
Courthouse Annex
February 21, 2019
6:00 P.M.

The Board met this date in regular session. Present were Chair Betsy Barfield, Commissioners Stephen Fulford, Eugene Hall, J.T. Surlles and Stephen Walker. Also present were County Attorneys Buck Bird and Scott Shirley, County Coordinator Parrish Barwick and Clerk of Court Kirk Reams.

1. Chair Barfield called the meeting to order. Commissioner Stephen Walker led the invocation; Commissioner Surlles led the pledge of allegiance.
2. Citizen Kelly Fillyaw addressed the Board on behalf of Jimmy Kinsey and stated he would be willing to pay the tax amount, but could not afford the full amount owed.
3. **On motion Commissioner Walker, seconded by Commissioner Surlles and unanimously carried, the Board approved the Consent Agenda consisting of: Approval of Agenda, General Fund/Transportation Vouchers: 2/12/2019 & 2/21/2019; BOCC Minutes for 2/7/2019 Regular Session and BOCC Minutes for 2/7/2019 Public Hearing.** Chairman Barfield requested that items C and A be switched on the agenda. **On motion by Commissioner Surlles, seconded by Commissioner Walker and unanimously carried, the Board approved the change to the agenda.**
4. Commissioner Hall introduced Derrick Jennings to the Board and stated his intent to appoint Mr. Jennings as his designee to the Planning Commission. Chair Barfield requested this item be placed on the next agenda.
5. Commissioner Hall introduced the City of Monticello road construction item and acknowledged both City Mayor John Jones as well as City Manager Steve Wingate in the audience. He stated that the city currently receives a little over 11% of the gas tax funds. City Manager Wingate noted that the \$100,000 from gas tax is money used to run the city street department. Mayor John Jones asked if city roads inside of county districts could receive funds for roads, to which Clerk of Court Kirk Reams stated it would take an agreement between the city and county. Commissioner Hall noted that multiple Commissioners had districts with portions inside the city limits and that it was not unique to district two. Citizen Ann Herring inquired why only a portion of Brock Road was paved, to which County Coordinator Parrish Barwick stated that a plantation owns land on both sides of a portion of the road and the county has a right of easement/right of maintenance, but the plantation did not want asphalt. Citizen James Bramblett expressed concerns with York Street and Marvin Street. Citizen Jacqueline Seabrooks inquired if Brock Road was still considered a hurricane evacuation route, to which County Coordinator Barwick stated it likely was but other roads in the area can be utilized in addition to Brock Road.
6. Clerk of Court Kirk Reams introduced the surplus properties item and stated that two of the three properties had people living in them even though the properties had been escheated to the County Commission (and were now listed in the county's name). He explained that the Thompson gas station property was also in the county's name but was

not occupied. Clerk of Court Reams provided a brief overview of the tax deed process. Ms. Kelly Fillyaw stated that the resident of the North Forest property was a disabled Vietnam veteran that fell behind on taxes but now had resources to pay. Attorney Bird stated the property would have to be sold, unless the county entered into a lease with option to purchase agreement. **On motion by Commissioner Surles, seconded by Commissioner Walker and unanimously carried, the Board voted to move forward with an appraisal of all three properties prior to offering the occupants an opportunity to purchase.**

7. County Auditor Chris Johnson, with Carr, Riggs & Ingram, presented the 2016/2017 Financial Audit to the Board. He provided an overview of the Management Discussion and Analysis (MD&A) and stated that the County as a whole is healthy. He noted that fund balances went down in this audited year, likely due to road paving and other activities. He recommended enlisting a professional for accounting oversight. Clerk of Court Kirk Reams stated most of the findings were the result of a perfect storm of CRI no longer being allowed to provide pre-audit services to the Clerk and also him not being present to help organize the audit. Clerk Reams concurred that an outside professional to assist with the pre-audit was a good idea and that he had already engaged Mr. John Hamilton for this task. Chair Barfield asked if utilizing Mr. Hamilton would reduce overall audit expenditures, to which Mr. Reams responded that would likely be the case. Chair Barfield inquired about the \$70,000 transferred to the Clerk from the Board, to which Clerk Reams stated it was still within the budgeted amount, but was the result of a shortfall of projected fee income. Chair Barfield stated she still had some issues with the accounting software and would like to see the information presented a different way on the reports and warrant registers. Clerk of Court Reams discussed the future contract with CRI and stated it was governed by Florida statute with input from each Constitutional Officer and a representative from the County Commission. Citizen Phil Calandra stated several issues related to the audit and accounting system. Commissioner Fulford stated his understanding that many of the findings were related to information flow.
8. Chair Barfield introduced the SHIP Satisfaction of Lien for Gillyard in the amount \$30,000. **On motion by Commissioner Walker, seconded by Commissioner Surles and unanimously carried, the Board approved the satisfaction of lien.**
9. County Attorney Buck Bird introduced the Yeager property item. He stated that Mr. Yeager owed back taxes of approximately \$16,000 and was responsible for an approximate \$107,000 SHIP loan held by the County SHIP program. Attorney Bird stated the Board had the option of accepting a deed in lieu of foreclosure from Mr. Yeager and contributing some money towards finishing the construction of the home before placing it on the market. He stated that if the county proceeded in this manner, they purchaser of the home would have to be qualified under the SHIP program. **Commissioner Hall made a motion to proceed with the tax deed sale as advertised, to which Commissioner Walker seconded for discussion.** Chair Barfield expressed displeasure with allowing Mr. Yeager to walk away “scot-free” after making money on the County. Citizen SW Ellis, who served on the Citizens Advisory Board, stated this house was built in 2007 and was not able to sell after the bust in 2013. **The motion failed 1 to 4 (Barfield in favor).** **On motion by Commissioner Surles, seconded by Commissioner Fulford and carried 3-2 (Barfield and Hall opposed), the Board approved moving forward with a deed in lieu of foreclosure.**

10. Commissioner Walker asked why he was still receiving public records requests from Foley, to which County Coordinator Barwick stated the request had already been filled. Attorney Scott Shirley stated the voluntary dismissal for that lawsuit had been filed, but that it might come back if the Board moves forward with the bike trail in the future.
11. **Chair Barfield provided an update on the RESTORE ACT. She also stated that she had been in contact with FDOT regarding the gullies in front of CVS and north 19.**
12. **Chair Barfield stated that the Dirty Pecan event was scheduled for next weekend.**
13. **Chair Barfield introduced the topic of County Coordinator Parrish Barwick's salary increase. Commissioner Hall recommended an annual review be performed by each Commissioner in the future. By consensus, the Board approved a \$2.00/hour increase for Mr. Barwick.**
14. On motion by Commissioner Fulford, seconded by Commissioner Walker and unanimously carried, the meeting was adjourned.

**Board of County Commissioners
Jefferson County, Florida**

Betsy Barfield, Chair

ATTEST:

Kirk Reams, Clerk of Court

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of date of execution.
(In words, indicate day, month and year.)

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

Jefferson County Board of County Commissioners
County Courthouse, Room 10
1 Courthouse Circle
Monticello, FL 32344

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

EMI architects
251 E 7th Avenue
Tallahassee, FL 32303

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

Historic Jefferson High School Construction Documents
Monticello, Florida

The Owner and Architect agree as follows.

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

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

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Owner's directions on functions and space needs have previously been discussed and agreed to. Under this contract, Architect will orchestrate a workshop to re-confirm room functions and specific needs of each function. See Exhibit "C"

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size, location, dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Complete Construction Documentation for restoration of existing Building "A" on grounds of Jefferson County Government Annex site.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The Owner's construction budget for the project is estimated at \$4,390,000.00. This is based on an estimate completed in 2018.

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

- .1 Design phase milestone dates, if any:

Refer to Attachment "B"

- .2 Construction commencement date:

Unknown at time of execution.

- .3 Substantial Completion date or dates:

Unknown at time of execution.

- .4 Other milestone dates:

Unknown at time of execution.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mr. Kirk Reams
Jefferson County Clerk of Courts
1 Courthouse Circle
Monticello, FL 32344
With Copy to Board Chairperson

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Jefferson County Board of County Commissioners.

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

- .1 Geotechnical Engineer:

Unknown at time of execution.

.2 Civil Engineer:

Unknown at time of execution.

.3 Other, if any:

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

Unknown at time of execution.

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

William F Douglas
251 East 7th Avenue
Tallahassee, FL 32303
850-222-7442
douglas@emiarch.com

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

JGP Structural Group
Jeff Parzych, PE
1221 West Tharpe St
Tallahassee, FL 32303

.2 Mechanical Engineer:

r.e. Walsh Engineering
Roger Walsh, PE
3073 Hickory Wind Rd
Tallahassee, FL 32317

.3 Electrical Engineer:

r.e. Walsh Engineering
Roger Walh, PE
3073 Hickory Wind Rd
Tallahassee, FL 32317

§ 1.1.11.2 Consultants retained under Supplemental Services:

Unknow at time of execution.

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

See Attachment "A", "B", "C" and "D".

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

(Paragraph deleted)

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000.00) for each occurrence and One Million (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

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

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

excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

(Paragraph deleted)

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **Two Million (\$ 2,000,000.)** per claim and **Two million (\$ 2,000,000.)** in the aggregate.

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

(Paragraph deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

(Paragraph deleted)

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

(Paragraph deleted)

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

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

(Paragraph deleted)

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

§ 3.4 Construction Documents Phase Services

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

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

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

(Paragraph deleted)

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.5.3 Negotiated Proposals

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

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

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

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

(Paragraph deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	NP
§ 4.1.1.2 Multiple preliminary designs	NP
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	NP
§ 4.1.1.5 Site evaluation and planning	NP
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	Owner
§ 4.1.1.9 Landscape design	Owner
§ 4.1.1.10 Architectural interior design	Architect (Finishes Only)
§ 4.1.1.11 Value analysis	NP

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	NP
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	NP
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect and Owner
§ 4.1.1.21 Telecommunications/data design	Architect (Raceway Design Only)
§ 4.1.1.22 Security evaluation and planning	NP
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	Architect and Owner
§ 4.1.1.28 Furniture, furnishings, and equipment design	NP
§ 4.1.1.29 Other services provided by specialty Consultants	NP
§ 4.1.1.30 Other Supplemental Services	NP
Renderings	NP

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.
- .12 Participation in providing documents and records requested by auditing authority.
- .13 Production of renderings.
- .14 Production of computer modeling or physical models.

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

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

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

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

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty (20) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

(Paragraph deleted)

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

(Paragraphs deleted)

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

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

(Paragraph deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the

Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

(Paragraph deleted)

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

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

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

Litigation in a State Court of competent jurisdiction in Leon County, FL.

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

(Paragraphs deleted)

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

.1 Termination Fee:

NA

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

N/A

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

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

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

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

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

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

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

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

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

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the

Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

(Paragraphs deleted)

A fee of \$168,830 will cover Design Materials Research and Construction Documents. This fee was derived from a total A/E fee of \$439,000.00, deducting Schematics, Design Development, Bidding and Construction Administration, as outlined in Attachment "B" to this Agreement.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Additional Services shall be prepared as agreed upon in advance, either on the stipulated sum basis or on the basis of standard billing rates, as attached to this Agreement.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

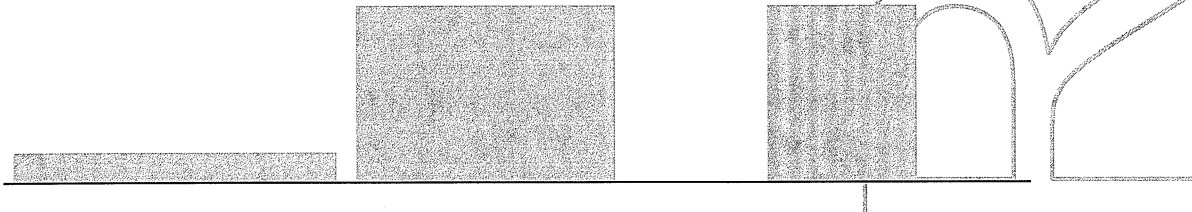
(Insert amount of, or basis for, compensation.)

Additional Services shall be prepared as agreed upon in advance, either on the stipulated sum basis or on the basis of standard billing rates, as attached to this Agreement.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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



§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attachment "D"

§ 11.8 Compensation for Reimbursable Expenses

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

(Paragraph deleted)

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

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

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

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

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

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

§ 11.10.2 Progress Payments

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

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

One % 1%

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

If the Owner terminates the Architect for its convenience under Section 9.5 or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Upon relieving the Architect of responsibility for incomplete documents, the Owner shall pay the Architect the cost of printing or preparing electronic files, as Additional Service and Reimbursable Expense.

See Attachments "A", "B", "C" and "D".

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

N/A

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Attachment A
 Attachment B
 Attachment C
 Attachment D

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

N/A

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

Jefferson County Board of County Commissioners

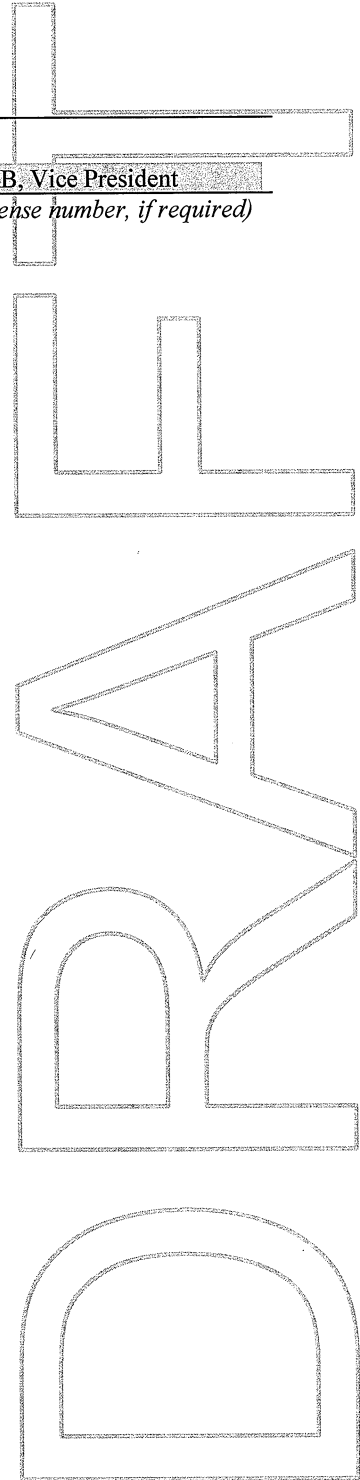
EMI architects

OWNER *(Signature)*

Kirk Reams, Clerk/CFO
(Printed name and title)

ARCHITECT *(Signature)*

William F. Douglas, NCARB, Vice President
(Printed name, title, and license number, if required)



Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:13:32 ET on 02/08/2019.

PAGE 1

AGREEMENT made as of the day of in the year date of execution .

...

Jefferson County Board of County Commissioners
County Courthouse, Room 10
1 Courthouse Circle
Monticello, FL 32344

...

EMI architects
251 E 7th Avenue
Tallahassee, FL 32303

...

Historic Jefferson High School Construction Documents
Monticello, Florida
PAGE 2

Owner's directions on functions and space needs have previously been discussed and agreed to. Under this contract, Architect will orchestrate a workshop to re-confirm room functions and specific needs of each function. See Exhibit "C"

...

Complete Construction Documentation for restoration of existing Building "A" on grounds of Jefferson County Government Annex site.

...

The Owner's construction budget for the project is estimated at \$4,390,000.00. This is based on an estimate completed in 2018.

PAGE 3

Refer to Attachment "B"

...

Unknown at time of execution.

...

Unknown at time of execution.

...

Unknown at time of execution.

...

Competitive Bid

...

N/A

...

Mr. Kirk Reams
Jefferson County Clerk of Courts
1 Courthouse Circle
Monticello, FL 32344
With Copy to Board Chairperson

...

Jefferson County Board of County Commissioners.
PAGE 4

Unknown at time of execution.

...

Unknown at time of execution.

...

Unknown at time of execution.

...

William F Douglas
251 East 7th Avenue
Tallahassee, FL 32303
850-222-7442
douglas@emiarch.com

...

JGP Structural Group
Jeff Parzych, PE
1221 West Tharpe St
Tallahassee, FL 32303

...

r.e. Walsh Engineering

Roger Walsh, PE
3073 Hickory Wind Rd
Tallahassee, FL 32317

...

r.e. Walsh Engineering
Roger Walsh, PE
3073 Hickory Wind Rd
Tallahassee, FL 32317

PAGE 5

Unknow at time of execution.

...

See Attachment "A", "B", "C" and "D".

...

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

...

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000.00) for each occurrence and One Million (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

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

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than █ (\$ █) each accident, █ (\$ █) each employee, and █ (\$ █) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million (\$ 2,000,000.) per claim and Two million (\$ 2,000,000.) in the aggregate.

...

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

...

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

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

PAGE 7

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

...

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

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

PAGE 8

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

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

PAGE 11

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

...

§ 4.1.1.1	Programming	<u>NP</u>
§ 4.1.1.2	Multiple preliminary designs	<u>NP</u>
§ 4.1.1.3	Measured drawings	<u>NP</u>
§ 4.1.1.4	Existing facilities surveys	<u>NP</u>
§ 4.1.1.5	Site evaluation and planning	<u>NP</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>NP</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>NP</u>
§ 4.1.1.8	Civil engineering	<u>Owner</u>
§ 4.1.1.9	Landscape design	<u>Owner</u>
§ 4.1.1.10	Architectural interior design	<u>Architect (Finishes Only)</u>
§ 4.1.1.11	Value analysis	<u>NP</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>NP</u>
§ 4.1.1.13	On-site project representation	<u>NP</u>
§ 4.1.1.14	Conformed documents for construction	<u>NP</u>

Additions and Deletions Report for AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:32 ET on 02/08/2019 under Order No.8189540148 which expires on 11/20/2019, and is not for resale.

User Notes:

(1097496438)

§ 4.1.1.15	As-designed record drawings	NP
§ 4.1.1.16	As-constructed record drawings	NP
§ 4.1.1.17	Post-occupancy evaluation	NP
§ 4.1.1.18	Facility support services	NP
§ 4.1.1.19	Tenant-related services	NP
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Architect and Owner
§ 4.1.1.21	Telecommunications/data design	Architect (Raceway Design Only)
§ 4.1.1.22	Security evaluation and planning	NP
§ 4.1.1.23	Commissioning	NP
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25	Fast-track design services	NP
§ 4.1.1.26	Multiple bid packages	NP
§ 4.1.1.27	Historic preservation	Architect and Owner
§ 4.1.1.28	Furniture, furnishings, and equipment design	NP
§ 4.1.1.29	Other services provided by specialty Consultants	NP
§ 4.1.1.30	Other Supplemental Services	NP
	Renderings	NP

§ 4.1.2 Description of Supplemental Services

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

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below:

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

PAGE 13

.12 Participation in providing documents and records requested by auditing authority.

.13 Production of renderings.

.14 Production of computer modeling or physical models.

...

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Twice/month (2/month) visits to the site by the Architect during construction

- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty (20) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 14

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

PAGE 15

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

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

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

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

...

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

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

[] Other: (Specify)

Litigation in a State Court of competent jurisdiction in Leon County, FL.

...

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

...

N/A

PAGE 18

N/A

...

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

PAGE 19

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

~~.1 — Stipulated Sum
— (Insert amount)~~

~~.2 — Percentage Basis
— (Insert percentage value)~~

~~— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~.3 — Other
— (Describe the method of compensation)~~

A fee of \$168,830 will cover Design Materials Research and Construction Documents. This fee was derived from a total A/E fee of \$439,000.00, deducting Schematics, Design Development, Bidding and Construction Administration, as outlined in Attachment "B" to this Agreement.

...

Additional Services shall be prepared as agreed upon in advance, either on the stipulated sum basis or on the basis of standard billing rates, as attached to this Agreement.

...

Additional Services shall be prepared as agreed upon in advance, either on the stipulated sum basis or on the basis of standard billing rates, as attached to this Agreement.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15%), or as follows:

...

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

Schematic Design Phase		percent (%)
Design Development Phase		percent (%)
Construction Documents Phase		percent (%)
Procurement Phase		percent (%)
Construction Phase		percent (%)
Total Basic Compensation	one hundred	percent (100	%)

PAGE 20

See Attachment "D"

Employee or Category

Rate (\$0.00)

1 — Transportation and authorized out of town travel and subsistence;

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

N/A

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

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

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

PAGE 21

One % 1 %

If the Owner terminates the Architect for its convenience under Section 9.5 or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Upon relieving the Architect of responsibility for incomplete documents, the Owner shall pay the Architect the cost of printing or preparing electronic files, as Additional Service and Reimbursable Expense.

See Attachments "A", "B", "C" and "D".

...

N/A

...

[N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

...

N/A

[X] Other Exhibits incorporated into this Agreement:

...

- Attachment A
- Attachment B
- Attachment C
- Attachment D

PAGE 22

N/A

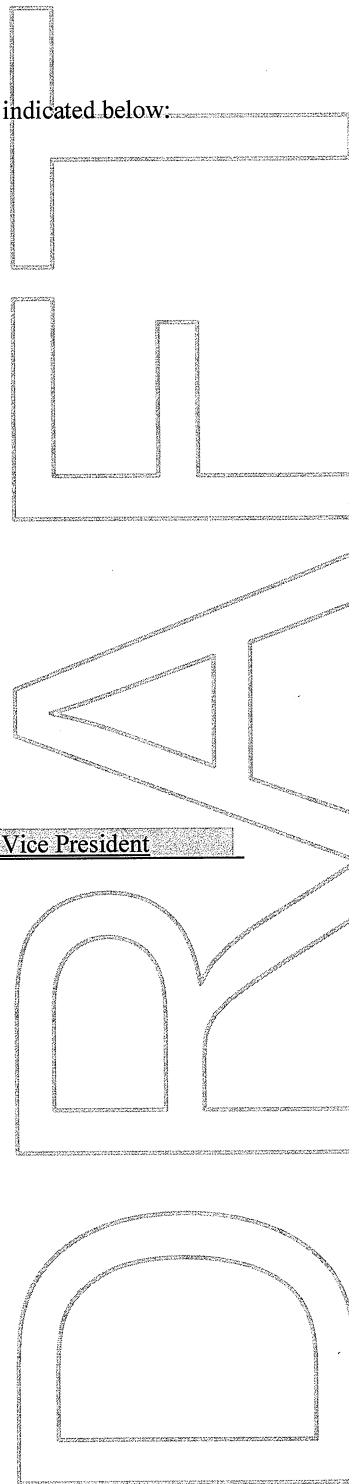
This Agreement entered into as of the day and year first written above.

Jefferson County Board of County Commissioners EMI architects

...

Kirk Reams Clerk/CFO

William F. Douglas NCARB, Vice President



AIA[®] Document B205™ – 2017

Standard Form of Architect's Services: Historic Preservation

for the following **PROJECT**:
(Name and location or address)

Historic Jefferson High School Construction Documents
Monticello, Florida

THE OWNER:
(Name, legal status and address)

Jefferson County Board of County Commissioners
County Courthouse Room 10
1 Courthouse Circle
Monticello, FL 32344

THE ARCHITECT:
(Name, legal status and address)

EMI architects
251 East 7th Avenue
Tallahassee, FL 32303

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the the date of execution on B101 2017.

(In words, indicate day, month and year.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 HISTORIC PRESERVATION SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Architect's services are based on the Initial Information set forth in this Article 1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's Historic Preservation Goals or objectives:
(List below the Owner's specific historic preservation goals or objectives for the Project such as historic preservation designations, sustainability objectives, tax incentives, zoning classifications, or grants; and any associated deadlines.)

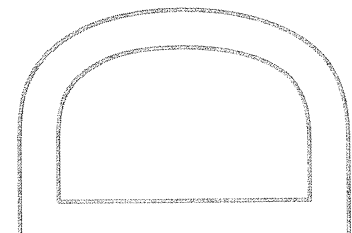
AIA Document B205™ – 2017. Copyright © 2004, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 10:19:05 ET on 02/08/2019 under Order No.1526934003 which expires on 10/25/2019, and is not for resale.
User Notes:

(1362516566)

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.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be attached as an exhibit to AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services or used with AIA Document G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.



ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

Preserve original historic elements of the building exterior and as much of original structure walls, windows, doors, etc... on the interior.

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

- .1 Design phase milestone dates, if any:

As set forth in Attachment "B"

- .2 Construction commencement date:

Unknown at time of execution.

- .3 Substantial Completion date or dates:

Unknown at time of execution.

- .4 Other milestone dates:

Unknown at time of execution.

§ 1.1.3 The Architect shall retain the following consultants:
(List name, discipline, address, and other information.)

See B101 1.1.11.1

§ 1.1.4 Other Initial Information on which the Architect's services are based:

(List below other information that will affect the Architect's performance, such as details of the Project's program, the Owner's contractors and consultants, the Owner's budget for the Project, authorized representatives, or anticipated procurement method.)

See B101, Attachments A, B, C and D.

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

ARTICLE 2 HISTORIC PRESERVATION SERVICES

§ 2.1 The Architect shall manage the Historic Preservation Services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

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

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

§ 2.4 The Architect shall prepare, and periodically update, a schedule of Historic Preservation Services that identifies milestone dates for decisions required of the Owner, services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the Historic Preservation Services schedule with the Owner's Project schedule.

§ 2.5 The Architect shall submit documentation regarding the Historic Preservation Services to the Owner at appropriate intervals for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the Historic Preservation Services.

§ 2.6 The Architect shall, at appropriate times, contact the governmental authorities required to approve additions or alterations to the Project. In designing additions and alterations to the Project, the Architect shall respond to the applicable design requirements imposed by such governmental authorities.

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

§ 2.8 The Architect shall provide the listed Historic Preservation Services only if specifically designated below as the Architect's responsibility. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Historic Preservation Service is not being provided. (Designate the Architect's Historic Preservation Services and the Owner's Historic Preservation Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Historic Preservation Service.)

Services	Responsibility (Architect, Owner or Not Provided)
§ 2.8.1 HISTORIC ASSESSMENT	
.1 Historic Research and Building Chronology	Not Provided
.2 Archaeological Research	Not Provided
§ 2.8.2 EXISTING BUILDINGS ASSESSMENT	
.1 Document Existing Conditions	Not Provided
.2 Preliminary Evaluation	Not Provided
.3 Code and Regulation Review	Architect
.4 Structural Investigation	Not Provided
.1 Survey	Owner
.2 Analysis	Not Provided
.3 Physical Testing	Owner
.4 Other:	Not Provided
.5 Seismic Investigation	Not Provided
.6 Façade Assessment	Not Provided
.7 Exploratory Demolition	Not Provided
.8 Material Testing	Owner
.9 Electrical and Mechanical Assessment	Not Provided
.10 Conveyance System Assessment	Not Provided
.11 Mortar Analysis	Not Provided
.12 Paint Analysis	Not Provided
.1 Optical Microscopy	Not Provided
.2 Chemical Analysis	Not Provided
.3 Deterioration Analysis	Not Provided
.4 Other:	Not Provided
.13 Finishes and Furnishings Assessment	Not Provided
.14 Landscape Assessment	Not Provided
.15 Identification of Environmental Requirements	Not Provided

§ 2.8.3 PRESERVATION PLANNING		
.1	Historic Structure Report	Not Provided
.2	Historic Building Preservation Plan	Not Provided
.3	Historic Preservation Guidelines	Not Provided
.4	Building Conservation	Not Provided
.5	Conservation Assessment Program	Not Provided
.6	Grant Proposals	Architect (Additional Service)
.7	Programming	Owner
.8	Preliminary Design	Not Provided
.9	Sustainability Evaluation and Recommendations	Not Provided
.10	Materials Restoration	Architect
.11	Preliminary Civil Design	Owner
.12	Preliminary Landscape Design	Owner
.13	Preliminary Cost Estimate	Owner
.14	Contractor Qualifications	Not Provided
.15	Maintenance Plan	Not Provided
.16	Interpretive Presentations	Not Provided
§ 2.8.4 SPECIFIC STATE AND FEDERAL SERVICES		
.1	State and Local Preservation Programs	Not Provided
.2	Historic Preservation Tax Incentives	Not Provided
.3	National Register of Historic Places Nomination	Not Provided
.4	National Historic Landmark Nomination	Not Provided
.5	Section 106 of the National Historic Preservation Act Review Process	Not Provided
.6	HABS/HAER/HALS Documentation	Not Provided
§ 2.8.5 OTHER HISTORIC PRESERVATION SERVICES		
		Not Provided

§ 2.9 Description of Services

A brief description of each Historic Preservation Service is provided below.

(If necessary, attach as an exhibit, or provide in Section 2.9, expanded or modified descriptions of the Historic Preservation Services listed below.)

§ 2.9.1 HISTORIC ASSESSMENT

§ 2.9.1.1 Historic Research, and Building and Site Chronology. Locate, identify, and assemble available drawings, historic photographs, and written accounts or descriptions of the building and site. Prepare a written chronology of the building and site's history, including important events pertaining to its construction, ownership, and use.

§ 2.9.1.2 Archaeological Research. Investigate the Project area below ground to make recommendations about recovery, protection, and evaluation of artifacts, and determination of their history. Prepare a report summarizing the results of the investigation.

§ 2.9.2 EXISTING BUILDINGS ASSESSMENT

§ 2.9.2.1 Document Existing Conditions. Provide a record of the site as it exists, including, as the Architect deems appropriate, measured drawings, field notes, photographs, models, or other means of documentation in digital or physical form.

§ 2.9.2.2 Preliminary Evaluation. Conduct a preliminary evaluation of the building. The preliminary evaluation shall summarize, in general terms: (1) the building's existing uses; (2) the condition of existing materials; (3) the condition of structural systems; (4) the condition of the building envelope; (5) the condition of mechanical and electrical systems; (6) potential hazardous materials or toxic substances; and (7) the building's probable historic significance. If necessary, as a result of the Preliminary Evaluation, the Architect will recommend further investigation for potential hazardous materials or toxic substances.

§ 2.9.2.3 Code and Regulation Review. Identify codes and regulations applicable to the Project, including those related to design, historic preservation, life safety, and access for people with disabilities. Describe how the codes and regulations apply to the Project and its intended use, and make recommendations for compliance.

§ 2.9.2.4 Structural Investigation. Investigate the structure of the building as designated in Section 2.8.2.4. Determine the elements of the existing structural system and assess the structural capabilities of the system by visual and capacity calculation methods.

§ 2.9.2.5 Seismic Investigation. Identify codes and regulations related to seismic considerations that apply to the building. Describe how the codes and regulations apply to the building and, if necessary, make recommendations to retrofit the building to comply with the codes and regulations.

§ 2.9.2.6 Façade Assessment. Assess the existing condition and historic significance of the façade or façades identified below. The assessment shall identify the façade's materials and significant elements, describe their current condition, estimate their remaining useful life, and identify observed deficiencies.
(Identify façades to be included in the Façade Assessment. If all façades will be included, indicate "all façades".)

§ 2.9.2.7 Exploratory Demolition. Determine hidden materials or elements by removing the following portions of the building.
(Identify the purpose of each exploratory demolition and the portions of the building to be removed.)

§ 2.9.2.8 Material Testing. Provide tests of materials identified below. Obtain the Owner's approval if the testing requires destructive testing or the removal of samples from the building.
(Identify the materials to be tested.)

§ 2.9.2.9 Electrical and Mechanical Assessment. Assess the building's existing electrical and mechanical systems. The assessment shall identify the existing electrical and mechanical systems, describe their current condition, estimate their remaining useful life, and identify observed deficiencies.

§ 2.9.2.10 Conveyance System Assessment. Assess the building's existing conveyance systems. The assessment shall identify the existing conveyance systems, describe their current condition, estimate their remaining useful life, and identify observed deficiencies.

§ 2.9.2.11 Mortar Analysis. Provide chemical analysis for mortar composition. Determine historical compositions and compressive strength. Provide recommendations for matching the historic mortar with available materials.

§ 2.9.2.12 Paint Analysis. Analyze areas of painted surfaces as identified below for color match, sheen, stencil patterns, and chronology by optical microscopy, chemical analysis for composition or deterioration, or other testing as designated in Section 2.8.2.12.
(Identify areas of paint to be analyzed.)

§ 2.9.2.13 Finishes, Fixtures, Furnishings Assessment. Assess the building's finishes, fixtures, and furnishings in terms of their physical condition, materials, workmanship, dates of construction, and historic significance. The assessment shall identify existing finishes, fixtures, and furnishings; describe their current condition; estimate their remaining useful life; and identify observed deficiencies.

§ 2.9.2.14 Landscape Assessment. Assess the existing conditions and historic significance of landscape design, features, and other site considerations.

§ 2.9.2.15 Identification of Environmental Requirements. Identify environmental requirements that may apply to the Owner's development objectives for the site, such as impact statements, assessments, documentation, or monitoring.

§ 2.9.3 PRESERVATION PLANNING

§ 2.9.3.1 Historic Structure Report. Prepare a Historic Structure Report according to the content and organization outline in the applicable National Park Service Preservation Brief in effect as of the date of the Agreement.

§ 2.9.3.2 Historic Building Preservation Plan. Prepare a Historic Building Preservation Plan in accordance with General Services Administration (GSA) guidelines in effect as of the date of the Agreement.

§ 2.9.3.3 Historic Preservation Guidelines. Provide historic preservation guidelines for the Project. The limits of the physical boundaries to which the guidelines apply are to be recommended by the Architect, and approved or defined by the Owner.

§ 2.9.3.4 Building Conservation. Provide a general assessment of the building for signs of ongoing or potential deterioration. Recommend procedures for mitigation of such deterioration.

§ 2.9.3.5 Conservation Assessment Program. Prepare a Conservation Assessment Program (CAP) as set forth by the National Institute for the Conservation of Cultural Property.

§ 2.9.3.6 Grant Proposals. Assist the Owner with preparation of the following grant proposals:
(Identify grant proposals and submission deadlines.)

§ 2.9.3.7 Programming. Prepare a program setting forth the Owner's objectives, schedule, constraints, and criteria for development of the Project. The program may include physical space requirements, relationships of spaces, preservation treatments, and how the proposed use will impact the historical integrity of the existing building.

§ 2.9.3.8 Preliminary Design. Provide a preliminary design for the Project including the following deliverables:
(Identify deliverables, such as plans, elevations, sections, or outline specifications, that the Architect will provide as part of the preliminary design.)

§ 2.9.3.9 Sustainability Evaluation and Recommendations. Evaluate the feasibility of incorporating sustainable design features into the proposed use of the building and site and provide the Owner with written recommendations.

§ 2.9.3.10 Materials Restoration. Provide drawings and specifications as necessary for restoration of materials.

§ 2.9.3.11 Preliminary Civil Design. Evaluate materials and systems, and develop preliminary design solutions, for utility systems, fire protection systems, drainage systems, and paving.

§ 2.9.3.12 Preliminary Landscape Design. Evaluate materials, systems, and equipment, and develop preliminary design solutions, for land forms, lawns and plantings, physical site characteristics, design objectives, and historic and environmental determinants.

§ 2.9.3.13 Preliminary Cost Estimate. Provide a preliminary estimate of the Cost of the Work based upon information determined from services performed under the Agreement. This estimate may be based on current area, volume, or similar

conceptual estimating techniques. For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work, or other costs that are the responsibility of the Owner.

§ 2.9.3.14 Contractor Qualifications. Prepare a list of contractor's qualifications required for the preservation work. Assist the Owner in evaluating the contractor's submittals and selecting qualified contractors.

§ 2.9.3.15 Maintenance Plan. Prepare a maintenance plan for the building. The maintenance plan shall (1) identify building components that require cyclical maintenance, (2) recommend maintenance intervals, and (3) describe maintenance requirements in detail or identify appropriate maintenance standards.

§ 2.9.3.16 Interpretive Presentations. Provide documents and other materials for the following interpretive presentations of the site and building(s):
(Identify interpretative presentation documents and materials the Architect will provide.)

[Redacted]

§ 2.9.4 SPECIFIC STATE AND FEDERAL PRESERVATION SERVICES

§ 2.9.4.1 State and Local Preservation Programs. Assist the Owner with applying for state or local historic designations, or other programs. The Owner shall provide necessary legal, tax, and accounting services.
(Identify designations or other programs.)

[Redacted]

§ 2.9.4.2 Historic Preservation Tax Incentives. Assist the Owner in connection with the Owner's responsibility for preparing and filing documents necessary to seek the historic preservation tax incentives identified below.
(Identify tax incentives sought by the Owner)

[Redacted]

§ 2.9.4.3 National Register of Historic Places Nomination. Nominate the site, building, or structure for listing on the National Register of Historic Places. Prepare and submit forms, perform research, provide documentation, and coordinate with governing authorities as necessary to support the nomination.

§ 2.9.4.4 National Historic Landmark Nomination. Nominate the site, building, or structure as a National Historic Landmark. Prepare and submit forms, perform research, provide documentation, and coordinate with governing bodies as necessary to support the nomination.

§ 2.9.4.5 Section 106 Review Process. Assist the Owner regarding the Owner's responsibilities in complying with a review process under Section 106 of the National Historic Preservation Act, 54 U.S.C.A. § 306108 *et seq.*, including preparing documentation and responding to governing authorities.

§ 2.9.4.6 Historic American Building Survey/Historic American Engineering Record/Historic American Landscapes Survey (HABS/HAER/HALS) Documentation. Prepare measured drawings, field notes, and photo documentation of the historic building or landscape in its existing condition, for submission to the Library of Congress. Prepare the materials in the format prescribed by the Library of Congress Historic American Building Survey/Historic American Engineering Record/Historic American Landscapes Survey. Assemble original documentation for donation to the Library of Congress collection.

§ 2.9.5 Other Historic Preservation Services Identified in Section 2.8.5:
(Describe the Historic Preservation Services, if any, identified in Section 2.8.5.)

[Redacted]

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article shall entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the Architect's schedule.

§ 3.2 The Architect shall provide Historic Preservation Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Four (4) in person meetings with the Owner or the Owner's consultants
- .2 Two/month (2/mo.) visits to the site by the Architect
- .3 Zero (0) presentations of any portion of the Services to third parties as requested by the Owner
- .4 Five (5) preparation for, and attendance at, public hearings or meetings

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless the Architect is to perform programming services under Section 2.8.3.7, the Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints, and criteria for development of the property. The program may include physical space requirements, relationships of spaces, preservation treatments, and how the proposed use will impact the historical integrity of the existing building and site.

§ 4.2 The Owner shall furnish tests, inspections, and reports, required by law, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.3 The Owner shall provide to the Architect schedule requirements or milestone dates pertaining to grant proposals, historic preservation certifications, tax incentives, and other required deadlines to be included in the Architect's schedule under Section 2.4.

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

§ 4.5 If necessary, the Owner shall provide the services of a surveyor, geotechnical engineer, environmental consultant, civil engineer, landscape architect or archaeologist.

ARTICLE 5 COMPENSATION

§ 5.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Historic Preservation Services described in Article 2 as follows:
(Insert amount of, or basis for, compensation.)

See Attachment "B"

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Services shall be prepared as agreed upon in advance, either on a stipulated sum basis or on the basis of standard billing rates, as attached to this Agreement (Attachment "D").

§ 5.3 Compensation for Additional Services of the Architect's consultants when not included in Section 5.2, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as otherwise stated below:

N/A

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Historic Preservation are as follows:

See Attachment "B"

Additions and Deletions Report for

AIA® Document B205™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:19:05 ET on 02/08/2019.

PAGE 1

Historic Jefferson High School Construction Documents
Monticello, Florida

...

Jefferson County Board of County Commissioners
County Courthouse Room 10
1 Courthouse Circle
Monticello, FL 32344

...

EMI architects
251 East 7th Avenue
Tallahassee, FL 32303

...

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the day of in the year the date of execution on B101 2017.

PAGE 2

Preserve original historic elements of the building exterior and as much of original structure walls, windows, doors, etc... on the interior.

...

As set forth in Attachment "B"

...

Unknown at time of execution.

...

Unknown at time of execution.

...

Unknown at time of execution.

See B101 1.1.11.1

See B101, Attachments A, B, C and D.

PAGE 3

.1	Historic Research and Building Chronology	Not Provided
.2	Archaeological Research	Not Provided

.1	Document Existing Conditions	Not Provided
.2	Preliminary Evaluation	Not Provided
.3	Code and Regulation Review	Architect
.4	Structural Investigation	Not Provided
.1	Survey	Owner
.2	Analysis	Not Provided
.3	Physical Testing	Owner
.4	Other:	Not Provided
.5	Seismic Investigation	Not Provided
.6	Facade Assessment	Not Provided
.7	Exploratory Demolition	Not Provided
.8	Material Testing	Owner
.9	Electrical and Mechanical Assessment	Not Provided
.10	Conveyance System Assessment	Not Provided
.11	Mortar Analysis	Not Provided
.12	Paint Analysis	Not Provided
.1	Optical Microscopy	Not Provided
.2	Chemical Analysis	Not Provided
.3	Deterioration Analysis	Not Provided
.4	Other:	Not Provided
.13	Finishes and Furnishings Assessment	Not Provided
.14	Landscape Assessment	Not Provided
.15	Identification of Environmental Requirements	Not Provided

PAGE 4

.1	Historic Structure Report	Not Provided
.2	Historic Building Preservation Plan	Not Provided
.3	Historic Preservation Guidelines	Not Provided
.4	Building Conservation	Not Provided
.5	Conservation Assessment Program	Not Provided
.6	Grant Proposals	Architect (Additional Service)
.7	Programming	Owner
.8	Preliminary Design	Not Provided

.9	Sustainability Evaluation and Recommendations	Not Provided
.10	Materials Restoration	Architect
.11	Preliminary Civil Design	Owner
.12	Preliminary Landscape Design	Owner
.13	Preliminary Cost Estimate	Owner
.14	Contractor Qualifications	Not Provided
.15	Maintenance Plan	Not Provided
.16	Interpretive Presentations	Not Provided

...

.1	State and Local Preservation Programs	Not Provided
.2	Historic Preservation Tax Incentives	Not Provided
.3	National Register of Historic Places Nomination	Not Provided
.4	National Historic Landmark Nomination	Not Provided
.5	Section 106 of the National Historic Preservation Act Review Process	Not Provided
.6	HABS/HAER/HALS Documentation	Not Provided

...

		Not Provided
--	--	--------------

PAGE 5

§ 2.9.2.3 Code and Regulation Review. Identify codes and regulations applicable to the Project, including those related to design, historic preservation, life safety, zoning, and access for people with disabilities. Describe how the codes and regulations apply to the Project and its intended use, and make recommendations for compliance.

PAGE 8

- .1 Four (4) in person meetings with the Owner or the Owner's consultants
- .2 Two/month (2/mo.) visits to the site by the Architect
- .3 Zero (0) presentations of any portion of the Services to third parties as requested by the Owner
- .4 Five (5) preparation for, and attendance at, public hearings or meetings

...

§ 4.5 If necessary, the Owner shall provide the services of a surveyor, geotechnical engineer, environmental consultant, civil engineer, landscape architect or archaeologist.

...

See Attachment "B"

...

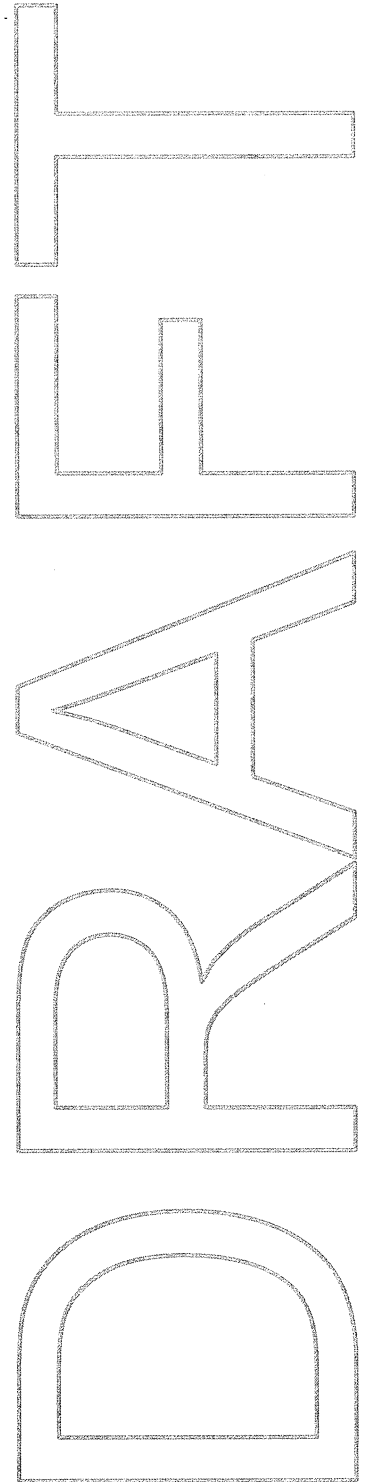
Additional Services shall be prepared as agreed upon in advance, either on a stipulated sum basis or on the basis of standard billing rates, as attached to this Agreement (Attachment "D").

§ 5.3 Compensation for Additional Services of the Architect's consultants when not included in Section 5.2, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as otherwise stated below:

N/A

...

See Attachment "B"



ATTACHMENT "B"
ARTICLES 6 (B205) AND 12 (B101)
EMI PROJECT 65000

6.1 The extent of civil work starting 5'10" out from exterior building wall is unknown at this time; therefore civil engineering is not included in this scope of this contract. If required, civil engineering services shall be an additional service.

6.2 Underground drainage work for east basement and gravity feed drain lines from buildings to storm sewer in west Hwy 90 has previously been designed and any additional work for this scope shall be an additional service (all phases).

6.3 The extent of design of a covered porch structure at east and west entrances is not included and shall be an additional service.

6.4 Future maintenance items (such as slate tile, brick pointing, cleaning) are not included and shall be an additional service.

6.5 Alternate elevator design is not included in this contract and will be an additional service.

6.6 Design to accommodate "Priscilla" (mammoth skeleton) into the building is not included in this contract and will be an additional service.

6.7 Interior water proofing of east and west basements will be an additional service.

6.8 If Bidding and Construction Administration are broken into phases (in lieu of single bid for entire project), re-design and organization of construction documents will be an additional service.

6.9 Value Engineering (VE) based on cost estimate will be an Additional Service.

12.1 The Architect's Basic Services include: architectural, structural, mechanical, and electrical design for the Scope of Work.

Scope **excludes**: civil, landscape, furniture, computers, information systems, voice/data communications systems, moveable equipment, projection and sound systems, environmental permitting fees, Fire Marshal Fees, Building Permit Fees, Florida Model Energy Code, Life Cycle Cost Analysis, Invasive or Hazardous Material Testing, Security Consultant, LEED or any other sustainable Design Services, as well as any other items

and indicated in 4.1. These items shall be considered Additional Services for the purposes of establishing an Overall Project Budget.

12.2 The Owner should budget for a 7.5% project contingency fund outside of and in addition to the construction budget number to cover miscellaneous and unknown issues (change orders, etc.).

12.3 If, during the course of our design work, we find the Construction Budget to be unrealistic, we will notify you. At that time, the scope will need to be reduced to fit within the Budget or the Budget and Professional Fees will need to be increased to accommodate a larger scope. We reserve the right to renegotiate Fees (Construction Documents through Construction Administration) any time the Budget or scope is increased.

12.4 Specifications to be printed on 8.5" x 11" paper and provided in electronic, pdf format.

12.5 This Agreement does not include any testing or discovery services with regard to hazardous materials, such as but not limited to, asbestos, lead, radon, etc. nor archeology, species identification or relocation or flood plain determinations. Should testing or abatement design services be desired, they will be proposed as Additional Services.

12.6 This Agreement does not include sales tax on the overall fee; should that be required by any Governmental agency it will be in addition to the fees quoted herein.

12.7 At the Final Construction Documents phase, the Owner will receive two (2), 22x34 sets and the Contractor will receive a digital copy. Beyond that, all printing of documents for the Owner, Contractor or permitting agencies shall be handled as Reimbursable Expenses.

12.8 Owner will provide complete equipment "cut sheet" information for all Owner provided equipment.

12.9 The design of off-site utilities systems or extensions is not included.

12.10 Payment Schedule: Payment for services rendered shall be made as follows:

Basic Services: Paid monthly based upon Architect's estimated percentage complete with each phase of the work.

ATTACHMENT "B"
ARTICLES 6 (B205) AND 12 (B101)
EMI PROJECT 65000

Additional Services: Paid Monthly based upon Architect's estimated percentage complete with each item of Additional Service.

Reimbursable Expenses: Paid upon presentation of invoice for items such as printing of bid sets, newspaper advertisements, permit printing, etc.

12.11 It shall be considered an Additional Service to have Architect provide prolonged Construction Administration and observation of construction should the Construction Contract Time be exceeded due to no fault of the Architect. Construction Contract Time is the original period of time allotted in the Contract Documents for completion of the work, including Substantial Completion and Final Completion.

12.12 Payments to the Architect during the Construction Administration Phase shall be made in proportion to the number of days expired versus the original Contract Time set for construction, as described in the legal conditions in the Project Documents.

12.13 All correspondence between the Architect and the Owner shall be addressed to Mr. Kirk Reams, with copy to Board Chairperson, who is responsible for dissemination to the proper parties within the Owner's organization or vendor group.

12.14 EMI will retain pertinent records relating to the services performed for a period of five (5) years following execution of this Agreement, during which period the records will be made available to the client at all reasonable times. Following that time period, records may be discarded or destroyed.

12.15 Fees for Additional Services for environmental, growth management, permitting and other related issues will be quoted on as their scope and necessity becomes known.

12.16 Fees for topographic survey and geo-technical work will be quoted on at the appropriate time.

12.17 In 11.5, Replace Deleted portion with:

*Schematics	15.00%
*Design Development	18.27%
Design Development Materials Research	1.73%
25% Construction Documents	8.75%
50% Construction Documents	8.75%

75% Construction Documents	8.75%
95% Construct. Documents	7.00%
Final Construction Docs Phase	1.75%
**Bidding	5.00%
**Construction Administration	25.00%
Total	100.00%

**Completed under previously phased contracts.
**Bidding and Construction Administration phases are not authorized at this time.*

12.18 Project Schedule: Upon receipt of the signed proposal EMI will begin design services immediately and perform work on the following design schedule:

Schematics	N/A
Design Development	N/A
50% Construction Docs	85 days after NTP
95% Construction Docs	85 days
Final Construction Docs	20 days

After Owners Approval of Previous Phase. Due to nature of work and timeline, owner shall have 5 calendar days for review and approval of work between each phase.

The above schedule is predicated on the project proceeding in a deliberate manner, without calendar time loss between phases. The schedule shall be adjusted if delays occur which are not within the normal control of the Design Team.

12.19 The Architect shall not be responsible for any changes to or deviations from the Construction Documents which were made without his authorship or written approval.

12.20 The Architect shall be relieved of all responsibilities for the project, if terminated by the Owner. The Architect shall not be responsible for any construction for which he has not provided final sealed Construction Documents, Bidding and Construction Administration phase services and has been so compensated for those services.

12.21 Environmentally responsible design alternatives have been discussed. The Owner has chosen not to pursue any level of sustainability certification (LEED, Energy Star, USGBC, Florida Green Building Coalition, etc.) for this project after evaluation strict budget limitations. Care will be taken to be sensitive to energy and environmental concerns.

ATTACHMENT "B"
ARTICLES 6 (B205) AND 12 (B101)
EMI PROJECT 65000

12.22 The Architect's Construction Phase Services shall not be modified or reduced except by written modification to the Agreement signed by the Owner and Architect.

12.23 The Owner shall indemnify and hold harmless the Architect, Architect's Consultants, and agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of the services performed by the Owner's consultants and subconsultants and contractors or subconsultants, subcontractors, vendors or suppliers.

12.24 The Owner shall require that its consultants and contractors maintain professional liability insurance and other liability insurance as appropriate to the services provided with limits of coverage, at least equal to those required of the Architect under this Agreement.

12.25 Neither the Architect, Architect's consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or One Million Dollars (\$1,000,000.00) whichever is greater, by any reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

12.26 This Contract supersedes prior discussions and agreements between the Owner and Architect and contains the sole and entire understanding between the Owner and Architect with respect to this project. Promises, commitments and representations heretofore made or alleged are contained in this Agreement. This Agreement shall not be modified in respect except by a written instrument executed by both parties and witnessed.

12.27 In litigation, the prevailing party shall be entitled to have its reasonable attorney's fees assessed against the losing party. Venue for any litigation shall be Leon County, Florida.

12.28 Not to Exceed, without prior approval,
Reimbursable expenses:

- Printing \$1,000
- Legal Advertisements \$1,000

ELLIOTT MARSHALL INNES, P.A.
BILLING RATES 01 JANUARY 2019

- A. **HOURLY BILLING RATES:** Compensation for services rendered by Stockholders and employees shall be based on the following hourly rates:
1. Supervisory II time at the fixed hourly rate of One Hundred Eighty-Nine and 00/100 Dollars (\$189.00) per hour. For the purposes of this Attachment, Supervisory II personnel are: Brad Innes, AIA, and William F. Douglas.
 2. SUPERVISORY I time at the fixed rate of One Hundred Thirty-Four and 00/100 Dollars (\$134.00) per hour. For the purposes of this Attachment, Supervisory I Personnel include those in the following positions: Associate, Project Manager, or Registered Personnel other than Supervisory II.
 3. TECHNICAL LEVEL III time at the fixed rate of Ninety-Eight and 00/100 Dollars (\$98.00) per hour. For the purposes of this Attachment, Technical Level III Personnel include those in the following positions: Graduates, Senior Drafters, and Construction Administrator.
 4. TECHNICAL LEVEL II time at the fixed rate of Seventy-Six and 00/100 Dollars (\$76.00) per hour. For the purposes of the Attachment, Technical Level II Personnel include those in the following positions: Technicians, Administrative Assistant and Computer Operator.
 5. TECHNICAL LEVEL I time at the fixed rate of Fifty-Five and 00/100 Dollars (\$55.00) per hour. For the purposes of this Attachment, Technical Level I Personnel include those in the following positions: Junior Interior Designer and Clerical.
 6. EXPERT WITNESS time shall be invoiced at Two Hundred Fifty and 00/100 Dollars (\$250.00) per hour for all testimony, depositions and preparation time. Travel time associated with hearings shall be invoiced at One Hundred Ninety Five and 00/100 Dollars (\$195.00) per hour.
- B. **FOR SERVICES OF CONSULTANTS** including, but not limited to, structural, mechanical, electrical, civil, geotechnical, and surveying consultants, one hundred twenty percent times the amounts billed to the Architect for such services.
- C. **FOR REIMBURSABLE EXPENSES** One and Fifteen Hundredths (1.15) times the amounts expended by the Architect, the Architect's Employees and consultants in the interest of the Project.
- D. **PAYMENTS FOR BASIC SERVICES, ADDITIONAL SERVICES AND FOR REIMBURSABLE EXPENSES** are due upon presentation of the Architect's Invoice. Payments not made within fifteen (15) days of the date the invoice was presented, shall bear interest at the rate of One and One-half Percent (1.5%) per month from the date of the invoice until payment has been satisfied.
- E. Rates shall automatically increase by 4% (four percent) every January.

15 January 2019

ATTACHMENT "C"

Historic Jefferson County High School

Kick Off Meeting

In Attendance: Betsy Barfield, Kirk Reams, William Douglas

Meeting Notes

1. Renderings
Interior or Exterior Rendering may be requested as an Additional Service.
2. Attendance at Meetings / Workshops
Only Architect is anticipated to be in attendance.
Workshops anticipated at 25%, 50% and 95% Construction Docs.
Attendance at 3 additional Board Meetings is anticipated.
3. Anticipate Additional Services
Survey, Testing (civil), FF&E, printing of submittals (NTE).
4. Schedule
A deliverable/payment schedule will be developed, which will indicate the number of days between each submittal and will be broken down as follows:
25% Construction Docs
50% Construction Docs
75% Construction Docs
95% Construction Docs
Final Construction Docs
1 copy of the deliverable will be provided at each deliverable. Additional copies will be treated as a reimbursable item.
5. Owner Requirements/Requests
Courtroom restored back to full Dais with jury box, witness stand, etc.
Acoustics in courtroom and offices.
Conceptual option for independent elevator if water intrusion can't be fixed.
Make water intrusion and testing a priority – additional services.
Date one room to 1910 school house (furniture, lights, blackboards).
Light control south courtroom windows – Betsy recommended drapes (Fire Retardant).
Option for chair lift at stairs from basement or individual temporary cell 1st floor.
HVAC equipment to remain in the basement – if water issues continue, move to 1st floor as option.
Connect East stair drain at bottom to gravity line around the building.
Connect the underslab to gravity line to street.
Possible move electrical to east.
Add swale at south between walk and parking.
Finishes:
 - Floors (all wood, with the possible exception of toilet rooms)
 - Walls (GWB with veneer (smooth) plaster – painted)
 - Painted Wood Base (prefer stained)
 - Wood Ceilings (painted)
 - Crown Molding (painted)
 - Wainscoting (stain or painted if required by State)
 - Windows (painted)

James Yeager - Yeager Contracting Co., Inc.

735 Fourth Street, Monticello, Florida 32344 (00-00-00-0241-000A-0010) PID 1163

In September of 2007, Mr. Yeager purchased this lot for \$25,000 from Evans Construction & Development in September 2007 and expended approximately \$81,000 in construction costs to construct a 1,350 SF Single Family Dwelling that would be sold through the SHIP program.

Mr Yeager gave Jefferson County SHIP a Promissory Note for \$107,700.00 at -0- interest and a Mortgage on the lot involved. It was anticipated the house and lot would sell for \$120,000.00 and the construction loan paid to the County with the difference being a profit for Mr. Yeager.

The property never sold, the SHIP Project was abandoned and the property was placed on the Tax Roll in 2013. To date it has remained unoccupied and property taxes have never been paid.

The Tax Certificate Holder has called the property up for Tax Deed Sale. Total Taxes owed to date are \$14,618.61 to bid plus approximately \$1,800 in taxes for 2018.

Mr. Yeager is requesting the following:

- * Jefferson County pay the delinquent tax bill to prevent the Tax Deed Sale scheduled for March 4, 2019.
- * Jefferson County invest approximately \$15,000.00 to prepare the property for sale. Note: Water and sewer taps fees are required at approximately \$4,500.00 cost.

The total dollars advanced on the \$107,700.00 Note are unknown and unavailable, but Mr. Yeager is offering to Deed the property back to Jefferson County in lieu of foreclosure.

The Property Appraiser assesses the lot and house value @ \$76,275.00 as of August, 2018.

The County could counter offer the following:

- * Jefferson County pay the delinquent tax bill to prevent the Tax Deed Sale scheduled for March 4, 2019.
- * Mr. Yeager deed the property to Jefferson County.
- * Jefferson County can choose whether to invest money for improvements or sell property "as is" on the open market.

A Tax Deed sale to a third party will still be subject to the County's Note and Mortgage; which could result in Jefferson County having to institute foreclosure action against the New Owner and Mr. Yeager or negotiate a settlement with the new owner and satisfy the debt..

If there is no third party Buyer of the Tax Deed, then title reverts back to the County.

OR

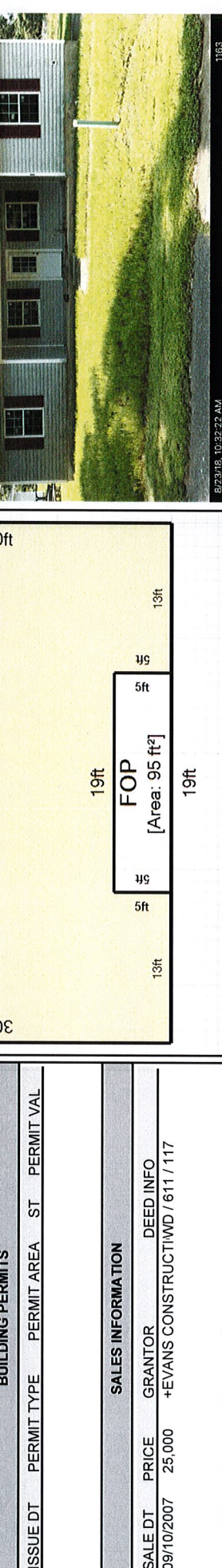
The County could take no action.

PROPERTY 1163 R 02/14/2018 OWNER ID: YEAGER CONTRACTING CO INC TAX AREA: 1 IMPROVEMENT VALUE 69,896
 Legal Description LOT 1 BLK A EMERALD GARDENS SUBD-PLAT B P 93 & 1323 VISTA RD *1163* LAND MARKET 10,000
 ORB 611 P 117 MONTICELLO, FL 32344 ACRES: 0.1440 APPR VAL METHOD: Cost SOH %: 0.00 TOTAL MARKET VALUE 79,896
 00-00-00-0241-000A-0010 Map ID: 13 DBA: NSOH 54 %: 100.00 EXEMPTION VALUE 79,896
 SITU 735 FOURTH ST MONTICELLO, FL 32344 NSOH 55 %: 0.00 TAXABLE VALUE 79,896

GENERAL
 UTILITIES LAST APPR. BC
 TOPOGRAPHY LAST APPR. YR 2018
 ROAD ACCESS LAST INSP. DATE 08/23/2018
 ZONING NEXT INSP. DATE
 PRIMARY USE 000100 # OF IMPRV 2
 NEXT REASON
 REMARKS

BUILDING PERMITS
 ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

SALES INFORMATION
 SALE DT PRICE GRANTOR DEED INFO
 09/10/2007 25,000 +EVANS CONSTRUCTIWD / 611 / 117



REGION	TDI	SUBD	NRHD	0(100%)	SUBSET	IMPROVEMENT VALUATION	LIVING AREA	1,255	APPROX	63.66	SALES SQFT	19,92	B-USE	00100								
#	TYPE	SHAPE	MRHD	CLASS/SUB	QUALITY	LF	LENGTH	WIDTH	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND	VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADU	ADU VALUE
1	*BAS	RES	**	03	0	0.00	0.00	0.00	1,255.0	58.42	0	2009	2009	0	73,317	93%	0%	0%	0%	0%	0.93	67,818
2	FOP	RES	**	03	0	0.00	0.00	0.00	95.0	17.53	0	2009	2009	0	1,665	93%	0%	0%	0%	0%	0.93	1,540
1	SINGLE FAM								1,350.0	(E2009)	100				74,982							69,358
1	CRB																					

REGION	TDI	SUBD	NRHD	0(100%)	SUBSET	LAND VALUATION	IRR	Wells	Capacity	IRR	Acres	Oil Wells
LF	DESCRIPTION	ZONING	LUSE	SOIL	CLS	TABLE	UNITS	UNIT PRICE	GROSS VAL	ADJ	LAND ADJ	SRC
1	EMERALD GARDENS	0024			LOT	LTMTX	1.00	10,000.00	10,000.00	1.00	1.00	A
	Land Total						1.0000					10,000

AG	ACRES	AG USE	AG TABLE	AG UNIT PRC	AG VALUE
N	P			0.00	0
					0



8/23/18, 10:27:22 AM 1163



BOARD OF COUNTY COMMISSIONERS

JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827

1 COURTHOUSE CIRCLE; MONTICELLO, FLORIDA 32344

PHONE: (850)-342-0287

Stephen Fulford

District 1

Gene Hall

District 2

J T Surles

District 3 Vice-Chair

Betsy Barfield

District 4 Chairwoman

Stephen Walker

District 5

March 7, 2019

General Business:

Item A – 1.:

The SHIP Housing Yeager Project information is provided again.

Item A - 2:

. A resolution will be provided authorizing Parrish Barwick, Chief Administrative Officer, and Housing Director signing ability on housing documents approved by the Board of County Commissioners at a prior public meeting. This signature authority is only on items that have been approved by the BOCC and would not allow any signature on an item that had not been presented to the BOCC for approval.

County Coordinator Items:

Reports of Road Department Activities have been provided along with construction projects completed or worked on.

Kirk Reams

Clerk of Courts

Parrish Barwick

County Coordinator

T. Buckingham Bird

County Attorney



COPPINS MONROE, P.A.
ATTORNEYS AT LAW

GWENDOLYN P. ADKINS, ESQ.
GADKINS@COPPINSMONROE.COM

February 28, 2019

Jefferson County Board of County Commissioners
Jefferson County Courthouse
1 Courthouse Circle
Monticello, FL 32344

RE: Legal Opinion Re. Reimbursement of Attorneys' Fees to Kirk B. Reams

To the Honorable Members of the Jefferson County Board of County Commissioners:

I have been asked to opine on whether Jefferson County Clerk of Court Kirk Reams is entitled to reimbursement of his attorneys' fees for defending the criminal charges brought against him in *State of Florida v. Kirk B. Reams*, Jefferson County Court Case No. 2017-MM-244, and for pursuing legal action against Governor Rick Scott and others to return him to public office. It is my opinion that Mr. Reams is entitled to reimbursement of reasonable attorneys' fees related to both legal actions. I have not reviewed and do not comment on the amount of fees requested.

Factual Background

The factual background on which I base my legal opinion is as follows:

In October 2017, Jefferson County Clerk of Court Kirk Bradley Reams was charged with one count of Petit Theft, a first-degree misdemeanor, related to his purported theft of County property. After investigation, the Florida Department of Law Enforcement articulated the basis of the charge as follows:

As a result of this investigation, it was determined that from January 2013 through February 2014, JCCC Reams knowingly obtained a HP 625 laptop (identified with MAC Address "00-26-82-DB-69-C4" and Serial #CNU045323N) purchased by the Jefferson County Commission on November 14, 2010, and provided it to Brittany McClellan for her personal use, in which she was not entitled. In doing so, JCCC Reams temporarily deprived the Jefferson County Commission of the aforementioned HP 625 laptop, in violation of Florida State Statute §812.014(2)(e), a first degree misdemeanor.

It is my understanding, though I have not reviewed documentation to confirm, that Mr. Reams was ultimately acquitted of the charges after a jury trial.

Shortly after he was charged criminally, former Governor Rick Scott suspended Mr. Reams from his position as Clerk of Court indefinitely. See Executive Order 17-273. Governor Scott failed to take prompt action to return Mr. Reams to office after his acquittal causing him to file a lawsuit in federal court seeking declaratory relief. The Honorable Robert L. Hinkle, United States District Judge, ordered the Governor to vacate the suspension or to provide due process before removing Mr. Reams from office. Pursuant to a settlement agreement, Mr. Reams was returned to office on December 1, 2018.

Basis for recovery of fees

The Florida Supreme Court has confirmed that, at common law, a public official is entitled to reimbursement of attorneys' fees for a criminal proceeding under the following circumstances:

For public officials to be entitled to representation at public expense, *the litigation must* (1) arise out of or in connection with the performance of their official duties *and* (2) serve a public purpose. (emphasis added).

Thornber v. City of Ft. Walton Beach, 568 So.2d 914, 917 (Fla. 1990). Caselaw interprets the definitions of each subpart which can overlap. Although this is a difficult question and the caselaw is not abundantly clear, it is my opinion that under precedential decisions, Mr. Reams' circumstances meet both subparts and entitle him to fees.¹

(1) Arising out of or in connection with official duties

With respect to subsection (1), whether the litigation arises out of or in connection with the performance of Mr. Reams' official duties, Mr. Reams' access to the public property and the time at which the alleged misconduct occurred was by virtue of his holding public office and I therefore conclude that he satisfies the first prong. Two cases are instructive: *Ellison v. Reid*, 397 So.2d 352, 353-54 (Fla. 1st DCA 1981) (holding that the public official "was acting in his official capacity and was engaged in the performance of his duties at the time the alleged misconduct occurred"); and *Lomelo v. City of Sunrise*, 423 So.2d 974, 977 (Fla. 4th DCA 1982) (holding that the conduct giving rise to the charges against the mayor was taken based on his official capacity as mayor). Based on the caselaw, I do not find this part to be legitimately in question.

¹ The memorandum of law submitted by Mr. Reams in support of his request for fees identifies other provisions under Florida law which provide for the recovery of fees. However, I do not find them applicable here.

(2) Serving a public purpose

With respect to subsection (2), whether the litigation served a public purpose, I believe the caselaw supports a finding that the litigation did serve such a purpose. Despite one's initial sense that the unauthorized use or theft of governmental property *cannot* serve a public purpose, the legal analysis focuses not on the misconduct but on the litigation. On this point, both *Ellison* and *Lomelo* are again instructive.

In *Ellison*, a citizen filed a complaint with the Florida Ethics Commission alleging that the county's property appraiser improperly gave examination papers to his employees while attending a training program. *Ellison*, 397 So.2d at 353. The property appraiser defeated the charges and included the amount of his legal defense in the department budget submitted for approval. *Id.* The First District Court of Appeal held that it was proper for the property appraiser to include the amount of his defense in the budget because at the time the alleged misconduct occurred, the property appraiser was attending a course designed to better his skills in performing his official responsibilities. *Id.* at 354 ("If a public officer is charged with misconduct while performing his official duties and while serving a public purpose, the public has a primary interest in such a controversy and should pay the reasonable and necessary legal fees incurred by the public officer"). There is arguably no public purpose served in Mr. Reams' giving away County-owned property, nor was any public purpose being served in the *Ellison* plaintiff's giving away exam papers. Nonetheless, the *Ellison* court's focus was on the plaintiff's engagement in his official duties at the time of the misconduct and the fact that *the litigation over the misconduct served a public interest*. As noted in *Ellison*, "the public has a primary interest in the controversy and should pay the reasonable and necessary legal fees incurred by the public officer in successfully defending against unfounded allegations of official misconduct." *Id.* at 354.

In *Lomelo*, the plaintiff exercised his mayoral power to release an arrestee on his own recognizance and was charged with violating a criminal statute. *Id.* After defeating the charge, the mayor sought reimbursement for his legal fees but the city council refused to cover the expenses. *Id.* The Fourth District Court of Appeal followed the reasoning of the First DCA in *Ellison* and determined that the mayor was entitled to reimbursement because he "clearly acted in his official capacity" in the events giving rise to the felony charges. *Id.* Indeed, the appellate court went so far as to state that because the plaintiff acted in his official capacity in his authority as mayor, the city *did not have the discretion to refuse to pay the attorneys' fees*. *Lomelo*, 423 So.2d at 977. "It is settled that a [governmental entity] has the right and power to retain and pay private counsel to protect the interests of the [entity] and that invasion of those interests may take the form of an attack on one or more public officers." *Id.* at 976.

This should be differentiated from cases in which the public official took action during the time that he was serving in his public office, but that the legal action for which fees were incurred did not arise from a discharge of his official duties. See, e.g., *Markham v. State, Dep't of Revenue*, 298 So.2d 210, 211-212 (Fla. 1st DCA 1974) (holding that a "pure and simple election contest" litigated by opposing candidates was "personal between the

candidates and litigants and is not an official duty of the candidate holding office and serves no public purpose justifying the expenditure of public funds incident thereto.” *Cf. Thornber*, 568 So.2d at 917).

Additional commentary

In determining entitlement to fees, the courts and the law do not review the conduct of the official for its propriety or its wisdom but rather only whether the action was taken within official duties and serving a public purpose.

It is my understanding that there were also allegations of sexual misconduct on the part of Mr. Reams. However, such allegations are not the premise on which the criminal charges are based and, therefore, are not considered by me in rendering this opinion.²

Please let me know if you have any questions or need clarification regarding the opinions expressed herein.

Sincerely,

COPPINS MONROE, P.A.

Gwendolyn P. Adkins

Gwendolyn P. Adkins
For the Firm

² If the basis of Mr. Reams’ request for fees was litigation arising out of sexual misconduct, I would need additional factual information but would be guided by the prevailing caselaw which finds he likely would *not* be entitled to reimbursement. See, e.g., *Maloy v. Board of Cty. Com’rs of Leon Cty.*, 946 So.2d 1260, 1264-65 (Fla. 1st DCA 2007), *rev. denied*, 962 So.2d 337 (Fla. 2007) (No entitlement to reimbursement for sexual misconduct as “a public official’s sexual conduct . . . whether occurring inside or outside of the workplace does not serve a public function.”) (Emphasis added).

cc:

Mr. Parrish Barwick, County Administrator, pbarwick@jeffersoncountyfl.gov

Scott Shirley, Esquire, sshirley@asrlegal.com

T. Buckingham Bird, Esquire, tbird@birdlawfl.com

David W. Collins, Esquire, collins.fl.law@gmail.com



February 5, 2019

Parrish Barwick, County Coordinator
Jefferson County Courthouse
1 Courthouse Circle
Monticello, FL 32344

Dear County Commission Coordinator:

I am writing to notify you that your seat on the Big Bend Continuum of Care (BBCOC) Board has a current assigned delegate, Betsy Barfield. **We request your assistance in appointing a Commissioner to fill this seat at your next meeting.** A staff member may be designated to represent your county at Board meetings when the Commissioner cannot attend. It is important to have your input on the Board of the agency charged with coordinating homeless services for 8 counties in the Big Bend Region, which includes Leon, Gadsden, Wakulla, Franklin, Liberty, Jefferson, Madison, and Taylor counties.

The Continuum is responsible for identifying the needs of area homeless persons, specific services necessary to address these needs, available funds for activities and services in the geographical area and applying for HUD and state funding to address area homeless needs. No one knows the unique needs of your county better than the elected leaders and residents of your county. That is why the COC Charter requires representation on the Board from each of the counties served. We are requesting your assistance to help accomplish this mission since you are aware of the types of services currently being provided in your area, as well as the persons and/or organizations providing these services, and the unmet needs. In addition, your assistance is necessary to help ensure your community's needs are being identified and included in our regional need's assessment.

Further, as part of establishing ongoing discussions with community leaders in our Big Bend area, **we would like to take this opportunity to request an available day and time to meet to discuss your county's needs related to area homeless persons and services within the next two-weeks.** Please respond to the Executive Director, Mia Parker, at mparker@bigbendcoc.org or at 850-694-4819.

Board of Governance

Tom Pierce, Chair
Amanda Wander, Vice-Chair
Elizabeth Rivero, Secretary
Commissioner Bryan Desloge, Treasurer
Jim McShane, Past Chair

Big Bend Continuum of Care

Mia Parker, Executive Director
2507 Callaway Road
Suite 102
Tallahassee, FL 32303
850-792-5015 Office

We are committed to assist in the organization and delivery of housing and related services that meet the specific needs of people who are homeless as they move to stable housing and maximum self-sufficiency, including the action steps to end homelessness and prevent a return to homelessness.

Thank you in advance for your attention and prompt response to this request. Should you need further information or have questions, please feel free to contact Mia Parker or Tom Pierce at 850-445-6100 or at tomshirleyjean@comcast.net.

Again, thank you for your time and attention, and we look forward to meeting with you to discuss how we can work together to address your county's homeless needs.

Sincerely,



Tom Pierce, Chair
Big Bend Continuum of Care

Board of Governance

Tom Pierce, Chair
Amanda Wander, Vice-Chair
Elizabeth Rivero, Secretary
Commissioner Bryan Desloge, Treasurer
Jim McShane, Past Chair

Big Bend Continuum of Care

Mia Parker, Executive Director
2507 Callaway Road
Suite 102
Tallahassee, FL 32303
850-792-5015 Office

We are committed to assist in the organization and delivery of housing and related services that meet the specific needs of people who are homeless as they move to stable housing and maximum self-sufficiency, including the action steps to end homelessness and prevent a return to homelessness.