



**Bulloch County
Board of
Commissioners
Regular Meeting**

**May 21, 2013
Estimated Time: 1 Hour 15 Minutes
North Main Annex Community Room
Statesboro, Georgia
8:30 AM**

| | | | |
|-------------------|--|------------------|--|
| Meeting Function: | Board of Commissioners | Type of Meeting: | Regular Meeting |
| Meeting Chair: | Chairman, Garrett Nevil (Presiding) | Recorder: | Clerk of the Board, Christy Strickland |
| Parliamentarian: | County Attorney, Jeff Akins | Ex-Officio: | Tom Couch, County Manager; Harry Starling, Chief Financial Officer; Andy Welch, Developmental Services Director; Kirk Tatum, County Engineer; Dink Butler, Transportation Director; Ted Wynn, Public Safety Director; Mike Rollins, SBPRD Director; Public Facilities Director, Bob Smith and Kenny Trapnell, Purchasing Director |

General Agenda

| ITEM | RESOURCE PERSON/FACILITATOR | TIME | REFER |
|--|------------------------------------|---------|-------|
| Call to Order; Welcome Media and Visitors | Chairman Nevil | 8:30 AM | |
| Invocation and Pledge of Allegiance | Commissioner Ethridge | 8:32 AM | |
| Roll Call | Clerk of the Board | 8:33 AM | |
| Approval of General Agenda | Chairman Nevil | 8:35 AM | |
| Public Comments | Audience | 8:37 AM | |
| Consent Agenda | Chairman Nevil | 8:47 AM | |
| To Approve the Minutes from the Regular Meeting and Executive Session held May 7, 2013 | Clerk of the Board | | Tab A |
| To Approve a Contract with Freestyle Connection for July 4, 2013 Firecracker Fest | Parks and Recreation | | Tab B |
| To Approve a Contract with OCS Entertainment, LLC for the Groove Eclectic for July 4, 2013 Firecracker Fest | Parks and Recreation | | Tab C |
| To Approve a Contract Renewal for bulk oil and grease for the County Maintenance Shop | Purchasing | | Tab D |
| To Approve nominations for Seat 1-B, 4-A and 4-B to the Hospital Authority | Clerk of the Board | | Tab E |
| To Approve nominations for two seats to the Coastal Area District Development Authority | Clerk of the Board | | Tab F |
| To Authorize the County Manager to execute three lease renewal agreements with Georgia State Properties Commission | County Manager | | Tab G |
| To Approve an Agreement with Ogeechee Technical College for the Bulloch County Animal Shelter and Recreation Department Stirrup Some Fun Program | Public Safety/Parks and Recreation | | Tab H |
| To Approve a Contract Renewal with GSU for Recyclable Materials Collection and Disposal | Public Facilities | | Tab I |

| | | | |
|---|------------------------|---------|---------|
| New Business | Chairman Nevil | | |
| Discussion/Action: To Authorize the Solicitation of Competitive Sealed Proposals for a Construction Manager-at-Risk for the Bulloch County Administrative Annex Project | County Manager/Legal | 8:50 AM | Tab J |
| Discussion/Action: To Approve an agreement with Palmer Architects for Design Services for the proposed Bulloch County Administrative Annex | County Manager/Legal | 9:00 AM | Tab K |
| Discussion: Fingerprint Metric Time Clocks | Commissioner Thompson | 9:10 AM | Tab L |
| Commission and Staff Comments | Chairman Nevil, et al. | 9:20 AM | |
| Executive Session: Potential Litigation | County Attorney | 9:30 AM | Red Tab |
| Adjourn | Chairman | 9:45 AM | |
| Additional Information | | | |
| Background information in Board packets | | | |

May 7, 2013
Statesboro, GA

Regular Meeting

The Board of Commissioners met at 5:30 p.m. in the Community Room of the North Main Annex. Chairman Nevil welcomed guests and called the meeting to order. Commissioner Simmons gave the invocation and the pledge of allegiance.

Ms. Christy Strickland, Clerk of the Board, performed the roll call of the commissioners and staff. The following commissioners were present: Chairman Nevil, Commissioner Mosley, Commissioner Simmons, Commissioner Ethridge, Commissioner Rushing, and Commissioner Thompson. The following staff were present: County Manager Thomas Couch, County Attorney Jeff Akins, Developmental Services Director Andy Welch, Chief Financial Officer Harry Starling, Tax Commissioner James Deal, Public Safety Director Ted Wynn, Chief Deputy Jared Akins, Fire Chief Christopher Ivey, County Engineer Kirk Tatum and Zoning Administrator Randy Newman.

After Roll Call, Chairman Nevil opened the meeting for Public Hearings regarding Zoning and Land Use matters. Chairman Nevil called on Zoning Administrator Randy Newman to present the first item of business. Zoning Administrator Randy Newman presented Item #1 which was an application submitted by Joseph Akins for a text amendment to the Zoning Ordinance to amend the definition of a Boarding House and allow a Boarding House as a Conditional Use in an AG-5 (Agricultural 5 acres) and R-80 (residential 80,000 square feet) zoning district. The Planning and Zoning Commission recommended approval of the request. County Attorney Jeff Akins stated originally Mr. Joe Akins submitted an application for a text amendment and conditional use request to allow a fraternity house on his property located on Cawana Road but had withdrawn the conditional use request because he was going to file an application with City of Statesboro for annexation. He stated the County wanted to go forth with the text amendment because the current ordinance has a definition for boarding house but it is not allowed in any zoning districts. Mr. Akins stated the definition may change when the group home definition is amended. After hearing additional discussion on the definition of Boarding House, Commissioner Simmons offered a motion to approve the Text Amendment to allow a Boarding House as a Conditional Use in the AG-5 and R-80 Zoning Districts (See Exhibit #2013-036). Commissioner Mosley seconded the motion, and it carried unanimously with Commissioner Ethridge,

Commissioner Mosley, Commissioner Simmons, Commissioner Rushing, and Commissioner Thompson voting in favor of the motion.

Zoning Administrator Randy Newman presented zoning agenda item #2 which was an application requesting a text amendment to the Zoning Ordinance to add a definition for Solar Electric Power Generation and make it a Conditional Use in an AG-5 (Agricultural 5 Acres) Zoning District. The Planning and Zoning Commission recommended approval of the request. Mr. Newman stated there have been several inquiries concerning having a solar electric power generation facility and he wants to be prepared if an application is submitted. County Manager Tom Couch stated the staff had researched different counties and also nationwide and this is going to become a more common use. After additional discussion on Solar Generations Facilities, Commissioner Ethridge offered a motion to approve the text amendment request to add a definition for Solar Electric Power Generation and make it a Conditional Use in an AG-5 Zoning District. (See Exhibit #2013-037) Commissioner Mosley seconded the motion. Chairman Nevil asked if there was any further discussion. Commissioner Rushing stated that he would recuse himself because he has a contract with a company to locate a solar electric power generation facility on his property. Hearing no further discussion, the motion carried unanimously with Commissioner Ethridge, Commissioner Mosley, Commissioner Simmons, and Commissioner Thompson voting in favor of the motion.

Sign-in sheets for Zoning Matters are shown in Exhibit #2013-038.

Chairman Nevil closed the Public Hearing regarding Zoning and Land Use matters, and asked for amendments or modifications to the General Agenda. County Manager Tom Couch requested to modify the General Agenda by adding under New Business Agenda Item # 8 for Discussion/Action to adopt a Resolution to Approve Stop-loss Insurance for the Employee Health Plan. Commissioner Thompson requested to add under New Business Agenda Item # 9 for Discussion concerning Fingerprint Metric Time Clocks. After hearing no further modifications, Commissioner Mosley offered a motion to approve the General Agenda with the modifications recommended by the County Manager and Commissioner Thompson. Commissioner Ethridge seconded the motion, and it carried unanimously with Commissioner Ethridge, Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, and Commissioner Thompson voting in favor of the motion.

Next, Chairman Nevil asked for public comments from the audience at large or in writing. County Manager Tom Couch and Clerk of the Board Christy Strickland both stated

that there were no formal requests or petitions received in writing. Hearing none, Chairman Nevil moved on to the next item.

Chairman Nevil stated the next item was to approve the Consent Agenda as follows: (1) To approve the minutes of the Regular Meeting and Executive Session held on April 16, 2013; (2) To accept the lowest bid of \$15,862.00 to Smith Steel Structures, Inc. for the building renovation/addition for the Brooklet EMS Station (See Exhibit # 2013-039). Commissioner Simmons offered a motion to approve the Consent Agenda as presented. Commissioner Mosley seconded the motion, and it carried unanimously with Commissioner Ethridge, Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, and Commissioner Thompson voting in favor of the motion.

Chairman Nevil stated the first item under New Business was for Discussion/Action to authorize a sole source procurement for Voice Over Internet Protocol (VOIP) telecommunications and computer software for the North Main Annex and Building/Zoning Departments. He called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated the computer network and servers in the North Main Annex were recently upgraded and centralized to enhance productivity and security. He stated with the upgrades in place, he recommends that a VOIP solution be installed as recommended and negotiated with Georgia Technologies of Statesboro. Mr. Couch stated it is estimated that the VOIP system would save the county 50% in telephone billing and will reduce construction and phone relocation cost at the new administration facility. He stated Georgia Technologies installed a pilot VOIP system at the Magistrate Court in 2012 and provides technology support to the Sheriff's Department. Mr. Couch stated the hardware/software would cost approximately \$35,000 to \$38,000 and recommends taking it out of SPLOST 07 Building and Facilities fund. Developmental Services Director Andy Welch stated the VOIP systems would be in the Annex and Zoning/Building Departments and hopefully in the future they can put one in the Courthouse and Judicial annex. He went over some of the costs with the current telephone bills with Frontier and stated the VOIP system would save the county a significant amount of money. Mr. Welch introduced three (3) representatives with Georgia Technologies: David Rogers, Joseph Eason and Sean Kent. Mr. Eason briefly went over what has been installed in the Magistrate Court and the plans Mr. Couch, Mr. Welch and the Georgia Technologies Representative have made for the Annex and Zoning/Building Departments over the past year. Mr. Welch stated currently the Frontier bill for the Annex & Zoning/Building Departments runs at approximately \$34,000 a year and with the VOIP

system it should run approximately \$14,000 a year. Chairman Nevil asked if there is a problem with the system, would they be able to service it immediately or will there have to be a work order put in. Georgia Technologies Representative David Rogers stated they are a local company and service will be available immediately when needed. After hearing no further discussion, Commissioner Mosley offered a motion to approve the sole source procurement for Voice Over Internet Protocol (VOIP) telecommunications and computer software for the North Main Annex and Building/Zoning Departments (See Exhibit # 2013-040). Commissioner Simmons seconded the motion, and it carried unanimously with Commissioner Ethridge, Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, and Commissioner Thompson voting in favor of the motion.

Chairman Nevil stated the second item under New Business was for Discussion/Action for approval of the cost for the Park and Ride at the corner of Highway 67 and Highway 46. He called on County Engineer Kirk Tatum to initiate discussion on the matter. Mr. Tatum stated business owner Dan Adams had approached him because of the commuters that are parking in the parking lot of his businesses. He stated that Mr. Adams has said there could be anywhere from 20-30 cars a day and wanted to know if the abandoned right of way could be used as a Park and Share. Mr. Tatum stated he contacted the Department of Transportation (DOT) and they were in agreement and said they would do the work if the County would pay for the materials. Mr. Couch stated the estimated cost for the materials are \$11,715.00 and would be taken from Road SPLOST. Chairman Nevil asked how many parking spots would this make available. Mr. Tatum stated as of now the design provides for 26 regular parking spaces and 3 handicap accessible spaces. Hearing no further discussion, Commissioner Thompson offered a motion to approve the cost of materials in the amount of \$11,715.00 for the Park and Ride at the corner of Highway 67 and Highway 46 (See Exhibit # 2013-041). Commissioner Rushing seconded the motion, and it carried unanimously with Commissioner Ethridge, Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, and Commissioner Thompson voting in favor of the motion.

Chairman Nevil stated the third item under New Business was for Discussion/Action for cable franchise audit to collect fees owed. He called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated he needed some guidance on how to address collecting the fees. He stated the cable franchise auditor, Howell Group LLC, has recommended recovery of underpaid franchise fees by Northland Cable and Bulloch Telephone but that Bulloch Telephone is disputing the amount they have to pay based on a

narrow interpretation of the definition of gross revenue. Mr. Couch explained that the practice in the industry is to pass through the franchise fee to the customer, and the franchise fee is then included in gross revenue for the purpose of calculating the 5% of gross revenue that the franchisee pays to the local government. He stated that this is commonly called "fee-on-fee." Mr. Couch then explained that, while Bulloch Telephone has passed through the franchise fee to their customers, it has not included the franchise fee in gross revenue for the purpose of calculating the 5% franchise fee it pays to Bulloch County. Mr. Couch stated that according to the auditor, Bulloch Telephone owes approximately \$52,000 in unpaid franchise fees, but if the fee-on-fee is not assessed it would leave them owing about half of that amount. He stated Northland Cable owes approximately \$1,100.00 in unpaid franchise fees according to the audit, but that Northland Cable has been paying franchise fees based on the fee-on-fee calculation. Mr. Couch stated if the Commissioners decide not to charge Bulloch Telephone for the fee-on-fee then the County would need to reimburse Northland Cable for their fee-on-fee charges. He stated County Attorney Jeff Akins had some concerns about the definition of gross revenue in the franchise agreement. Mr. Akins stated the franchise fee is included on the bill and is paid by the customer, and is therefore included in gross revenue as defined in the federal cable act according to case law. Mr. Akins stated that he thought a franchise agreement could further restrict the definition of gross revenue, and he explained that Bulloch County's franchise agreements do have a more restrictive definition of gross revenue. He stated that the definition in the franchise agreement might be interpreted to exclude franchise fees from gross revenue, specifically the following part of the definition: "excluding, except where expressly required by federal law to be included, any refunds or credits made to subscribers or any taxes or fees imposed on the services furnished by Grantee or collected by Grantee on behalf of any governmental entity." Mr. Akins stated that after discussing it with Mr. Howell, he understood that the franchise fee is not imposed on the services furnished nor collected by Bulloch Telephone on behalf of the County because it is a fee imposed on gross revenue and must be paid whether or not it is passed through to the customer. He further stated that according to Mr. Howell everyone in the industry nationwide follows the fee-on-fee concept and Bulloch Telephone is an isolated exception in that regard. Mr. Akins concluded that consequently there is a good argument that Bulloch Telephone should be calculating its franchise fee based on the fee-on-fee concept. Mr. Couch stated after discussing it with staff there are a few options; (1) Pursue full collection; (2) Choose not to collect the fee-on-fee revenue right now and start collecting it from this

point forward; or (3) Waive the fee-on-fee assessment until franchise renewals in 2017 and amend the definition of gross revenue in the new franchise agreements. He stated he is seeking guidance of the Board on what route to go in enforcing collection. Commissioner Rushing asked if Bulloch Telephone is allowed to calculate the way it chooses would it be the only cable franchisee not paying based on the fee-on-fee concept. Mr. Couch stated that is his understanding from the explanation given by the auditor. Commissioner Ethridge asked how often the cable franchisees are audited. Mr. Couch stated audits are done every five (5) years, but the last one only included Northland Cable because, at that time, it was the only provider of cable television in the County. County Attorney Jeff Akins suggested talking to Bulloch Telephone and explaining that fee-on-fee is the procedure within the industry and our consultants are advising us this is the way it needs to be done and it needs to be calculated this way from now on. Chairman Nevil stated the fees needed to be implemented before 2017 and he would like for the staff to discuss the situation with Bulloch Telephone and see if an agreement could be made. Commissioner Thompson stated as of right now he would not be in agreement to the fee-on-fee charge and would like to try to renegotiate with Bulloch Telephone. Chairman Nevil asked what Bulloch Telephone's unpaid franchise fees consisted of other than the fee-on-fee charges. County Attorney Jeff Akins stated the remaining unpaid franchise fees were primarily owed on monthly rental charges for boxes that are necessary to provide cable service. Mr. Akins stated his opinion that these charges are clearly within the franchisee agreement's definition of gross revenue. Commissioner Thompson suggested having a representative from Bulloch Telephone come to a Commissioners meeting and explain why it feels the fees are not owed. After additional discussion on the matter, there was an informal consensus for the staff to go back to Bulloch Telephone and offer to waive the unpaid franchise fees attributable to the fee-on-fee calculation, but to require Bulloch Telephone to start calculating and paying its franchise fees based on the fee-on-fee calculation on a date certain that is agreeable to both parties. There was also an informal consensus not to waive any of the other unpaid franchise fees identified in the audit. Commissioner Ethridge left the meeting during this discussion.

Chairman Nevil stated the fourth item under New Business was for Discussion/Action to approve a building program for the new Administrative Annex. He called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated that Palmer Architects is concluding their pre-design study on this project and it is proposed for the Board to authorize Palmer Architects to proceed with full design and issuance of

construction documents. He stated there is an attachment in the agenda packet of the estimate for the building program. Mr. Couch stated the initial budget estimate based on 13,000 gross square feet is for \$2 million and it is expected that the cost can be reduced after competitive bidding, value engineering and use of county work forces for site work and landscaping. He stated with the combination of remaining funds in the 1997 and 2007 SPLOST, funds are available for the project. Mr. Couch introduced Kevin Palmer and Garth Long with Palmer Architects. Mr. Palmer and Mr. Long presented a power point presentation about their conceptual design of the project. Commissioner Thompson stated the employees should be satisfied with the plan and offered a motion to approve the building program for the new Administrative Annex. (See Exhibit # 2013-042). Commissioner Simmons seconded the motion. Chairman Nevil asked for any further discussion. Mr. Couch stated he wanted to make the Board aware there is a meeting Thursday, May 9, 2013 at the Statesboro Herald with some members of the Historical Society to discuss some issues concerning the building. County Attorney Jeff Akins asked if there is a contract for the next phase. Mr. Long stated the RFP was written with the option for the County to extend the contract if they chose to. Mr. Akins asked if there was a fee. Mr. Palmer explained the fee is based on the percentage. Hearing no further discussion, the motion carried unanimously with Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, and Commissioner Thompson voting in favor of the motion.

Chairman Nevil stated the fifth item under New Business was for Discussion/Action to authorize a sole source contract to Palmetto Fire Apparatus for NFPA service and inspection on county fire apparatus. He called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated after deliberate research and negotiation the County Fire Chief Christopher Ivey has proposed a sole source contract with Palmetto Fire Apparatus to provide NFPA apparatus testing. He stated they have been used in the past intermittently, but this contract would enable more regular inspections at a lower overall cost. He stated this does not include any necessary repair costs that may be needed but that the current rural fire budget is capable of absorbing the cost. Mr. Couch asked if the proposal which was given by Palmetto Fire Apparatus on December 5, 2012 in the amount of \$23,925.00 annually was still the correct fee. Mr. Ivey stated it had not changed and they have been using the work camp for basic maintenance, but that does not take care of any of the detailed maintenance. After hearing no further discussion, Commissioner Thompson offered a motion to authorize a sole source contract to Palmetto Fire Apparatus for NFPA

service and inspection on county fire apparatus in the amount of an annual fee of \$23,925.00. (See Exhibit # 2013-043). Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, and Commissioner Thompson voting in favor of the motion.

Chairman Nevil stated the sixth item under New Business was for Discussion/Action to dispense with the reading and adopt a resolution amending and restating the Employee Retirement Plan for the 401(a) defined contribution program and delegating certain administrative responsibilities to ACCG. He called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated that the recommendation of the employee retirement committee and the staff is to transfer 401(a) assets from the Nationwide/CBIZ investment platform to the GEBCORP investment platform, which will require the amendment and restatement of the 401(a) plan in ACCG's format and the delegation of administering the plan to ACCG. He explained that there will not be any financial impact to the County. Mr. Couch stated the benefits are to increase investment options and decrease fees charged to employee participants. After hearing no further discussion, Commissioner Simmons offered a motion to adopt a resolution amending and restating the 401(a) defined contribution plan document and delegating certain administrative responsibilities to ACCG or its designees (See Exhibit #2013-044). Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, and Commissioner Thompson voting in favor of the motion.

Chairman Nevil stated the seventh item under New Business was for Discussion/Action to authorize the County Manager to waive the bid policies to solicit formal but not sealed bids for a rescue truck body. He called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated last month the county experienced some unforeseen accidents with the emergency vehicles including a rescue truck. He stated after speaking with Public Safety Director Ted Wynn it was determined that the most cost-effective solution is to purchase a rescue truck body and place it on an existing chassis of a former ambulance taken out of service after a wreck on I-16 last year. Mr. Couch stated the current estimate for the rescue truck body is approximately \$70,000 versus buying a complete truck package for \$115,000 or more. He stated he has consulted with US Bank to request amending the master lease to include the item and a third ambulance approved at a recent meeting. He stated upon receiving the expedited bid results for the rescue truck body, he would request authorization to appropriate funds from 2007 and 2013 SPLOST funds, via the

capital equipment master lease as proposed due to it being an emergency situation. Mr. Couch stated he asked Fire Chief Christopher Ivey to work with Purchasing Director Kenny Trapnell and get at least three (3) quotes. After hearing no further discussion, Commissioner Thompson offered a motion to authorize the County Manager to waive the bid policies to solicit formal but not sealed bids for a rescue truck body. Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, and Commissioner Thompson voting in favor of the motion.

Chairman Nevil stated the eighth item under New Business was for Discussion/Action to adopt a Resolution to Approve Stop-loss Insurance for the Employee Health Plan. He called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated final quotations for the stop-loss insurance for the employee health plan for the 2013-2014 plan year have been received. He stated that the third-party administrator for the health plan, Covenant Administrative Services, recommends for approval of Reliance Standard as the lowest and most advantageous proposal. County Attorney Jeff Akins stated it is about a 6.37% increase in the premium, which was excellent compared to some of the other quotations that had been received. After hearing no further discussion, Commissioner Rushing offered a motion to approve the resolution to approve the Stop-Loss Insurance quotation from Reliance with a specific deductible of \$75,000.00. (See Exhibit # 2013-045). Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, and Commissioner Thompson voting in favor of the motion.

Chairman Nevil stated the ninth item under New Business was for Discussion on Fingerprint Metric Time Clocks. He called on Commissioner Thompson to initiate discussion on the matter. Commissioner Thompson stated that due to time he would request to postpone the discussion until the next scheduled regular meeting.

Next, Chairman Nevil asked each Commissioner to take thirty seconds for any general comments or statements. Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, and Commissioner Thompson thanked Kevin Palmer and Garth Long with Palmer Architects for all their time and efforts in the design of the new administrative annex; they also thanked the Staff for all their hard work and dedication. Chairman Nevil stated the Development Authority would be having a luncheon at noon on May 14, 2013 following a tour that would be given around 11:15 A.M if anyone would like to attend.

Next, Chairman Nevil asked for comments from the Staff. Mr. Couch stated Commissioner Ethridge had requested a workshop to discuss finance and budget issues and he would notify everyone when he set a date and time.

Chairman Nevil asked if there were any further comments from the Commission or Staff. Hearing no further comments from the Board or Staff, Chairman Nevil stated that there was no further business expected for the open session of the regular agenda, and the Board must close the meeting and enter into Executive Session to discuss Personnel Matters. Chairman Nevil stated that at the conclusion of the Executive Session, which was expected to last about fifteen minutes, the Board would reconvene and in all likelihood move for adjournment. Chairman Nevil called for a motion to adjourn into Executive Session in accordance with the provisions of O.C.G.A. 50-14-3 and other applicable laws, pursuant to the advice of the County Attorney, Jeff Akins, for the purpose of discussing Personnel Matters. Without further discussion, Commissioner Simmons offered a motion to enter into Executive Session to discuss Personnel Matters (See Exhibit #2013-046). Commissioner Mosley seconded the motion, and it carried unanimously with Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, and Commissioner Thompson voting in favor of the motion.

Chairman Nevil asked if there were any further comments from the Commissioners or Staff. Hearing none from the Board or Staff, Chairman Nevil asked for a motion to adjourn. Commissioner Rushing offered a motion to adjourn the meeting. Commissioner Thompson seconded the motion, and it carried unanimously with Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, and Commissioner Thompson voting in favor of the motion.

J. Garrett Nevil, Chairman

Attest: Christy Strickland, Clerk of the Board

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST (Box 1)

Parks and Recreation

MEETING DATE (Box 2) May 21, 2013

RESOLUTION ATTACHED? (Box 3)

| | |
|-----|--|
| YES | |
| NO | |

REQUESTED MOTION OR ITEM TITLE (Box 4)

The use of The Freestyle Connection for a stunt show on July 4, 2013 for the Firecracker Fest.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)

**AGENDA CATEGORY
(CHECK ONE) (Box 6)**

FINANCIAL IMPACT STATEMENT (Box 7)

PRESENTATION (6a)

BUDGETED ITEM? (7a)

| | |
|-----|---|
| YES | X |
| NO | |

**AMENDMENT
REQUIRED? (7b)**

| | |
|-----|---|
| YES | |
| NO | X |

PUBLIC HEARING (6b)

ATTACH DETAILED ANALYSIS, IF NEEDED (7c)

CONSENT (6c)

X

\$1400 Expenditure amount in Special Activities operational budget (line item Contract Services). Revenues provided through event sponsorships.

NEW BUSINESS (6d)

The fee will be covered in the 13-14 fiscal year and the deposit will come out of the 12-13 fiscal year.

OLD BUSINESS (6e)

Account # 110-61910-52.3855

OTHER (6f)

APPROVED FOR AGENDA (Box 8)

| DEPARTMENT DIRECTOR | | PURCHASING OFFICER | | OTHER | | COUNTY CLERK | | COUNTY STAFF ATTORNEY | | COUNTY MANAGER | |
|---------------------|-------------------------------------|--------------------|--------------------------|---------|--------------------------|--------------|-------------------------------------|-----------------------|--------------------------|----------------|--------------------------|
| YES | <input checked="" type="checkbox"/> | YES | <input type="checkbox"/> | YES | <input type="checkbox"/> | YES | <input checked="" type="checkbox"/> | YES | <input type="checkbox"/> | YES | <input type="checkbox"/> |
| NO | <input type="checkbox"/> | NO | <input type="checkbox"/> | NO | <input type="checkbox"/> | NO | <input type="checkbox"/> | NO | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| INITIAL | <i>Mr</i> | INITIAL | | INITIAL | | INITIAL | <i>CAS</i> | INITIAL | | INITIAL | |
| DATE | <i>5/15/13</i> | DATE | | DATE | | DATE | <i>5.15.13</i> | DATE | | DATE | |

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED

DATE TO BE RETURNED TO AGENDA

DENIED

DEFERRED

NOTES

OTHER

**SOLE SOURCE JUSTIFICATION FORM
BULLOCH COUNTY PURCHASING OFFICE**

| | | | |
|-------------|--------------|------------------------|--|
| DATE | May 13, 2013 | REQUISITION NO. | |
|-------------|--------------|------------------------|--|

DEPARTMENT INFORMATION

| | | | |
|-------------------|----------------------|------------------------|--------------|
| Department | Parks and Recreation | Department Head | Mike Rollins |
|-------------------|----------------------|------------------------|--------------|

VENDOR INFORMATION

| | |
|-----------------------------------|--|
| Vendor Name | The Freestyle Connection |
| Street Address | 316 Jasmine Trail |
| City | Athens |
| State and Zip Code | GA 30606 |
| Phone Number | 706-202-8404 |
| Fax Number | 706-850-1952 |
| E-mail or Web Site Address | Jonathan Dowker thefreestyleconnection@gmail.com |

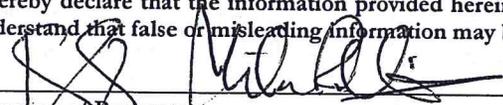
Please specifically justify why the items or services to be approved for sole source treatment:

I would like to request the addition of these shows to our July 4th celebration to better provide entertain for all ages and to draw more visitors into the park. The company that we are requesting performs at schools as well as community events and is very familiar with working in environments such as ours. They are fully insured and proof of insurance will be provided. They are the only show provider that I have located in our area therefore I am submitting as a sole source. I have also received great references on past performances.

| CHECK | SOLE SOURCE CONSIDERATIONS |
|--------------|---|
| X | Exclusive Rights: Item is proprietary under patent or copyright; or possesses a unique function or capability held by single vendor possessing capabilities critical for use (if item is proprietary but available from more than one source, competitive proposals are required). |
| | Replacement Parts, Equipment or Accessories: Needed for repair of existing equipment where compatibility is essential for integrity of results and there are no other dealers or distributors. |
| X | Technical Service: Service provided is of a highly specialized or scientific nature where proposed vendor is the only resource available or within the geographic area. |
| | Continuation of Prior Work: Additional item, service or work required, but not known to have been needed when the original order was placed with vendor |
| | Other: Otherwise, due to special scientific, technological, or extraordinary specifications and circumstances, the goods or services is available from only one vendor. |

ATTACH THE FIRM PRICE QUOTATION AND PURCHASE REQUISITION FORM FROM THE SOLE SOURCE VENDOR. QUOTED PRICES SHALL BE FIRM FOR 30 DAYS AND SHALL BE DELEIVERED FOB: BULLOCH COUNTY.

I hereby declare that the information provided herein to be true and accurate to the best of my knowledge and I understand that false or misleading information may be a violation of County Purchasing Policies.


Signature of Requestor

IF THE PURCHASE IS \$10,000.00 OR MORE, APPROVAL IS REQUIRED BY THE BOARD OF COMMISSIONERS



INVOICE

316 Jasmine Trail
 Athens, GA 30606
 Phone 706-202-8404
 Fax 706-850-1952

INVOICE #051013
 DATE: MAY 13, 2013

TO:

Kimberly Sharpe
 Community Events Supervisor
 Statesboro Bulloch Co. Parks and Recreation
 PO Box 408
 912-489-9087 Direct
 912-764-5637 Office
 912-764-2425

FOR:

BMX Box Jump Shows for July 4th Celebration

| QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|-----------------------|--|------------|-----------|
| 2 | BMX Box Jump Shows for July 4 th 2013 Celebration | \$1399.00 | \$1399.00 |
| | 20% Deposit Requested | \$279.80 | -\$279.80 |
| BALANCE AFTER DEPOSIT | | | \$1119.20 |
| TOTAL | | | \$1399.00 |

Please make all checks out to the **Freestyle Connection**

If you have any questions concerning this invoice, contact Jon Dowker at 706-202-8404 or thefreestyleconnection@gmail.com

Thank you for your business!

THE **FREESTYLE** **CONNECTION**

BMX Bike Show Contract

Billing information (responsible for show payment)

Contact Person: Kimberly Sharpe

Business Name (School): Statesboro – Bulloch Co. Parks and Recreation Dept

Address: PO Box 408, Statesboro, GA 30458

Phone: 912-489-9087

Fax: 912-764-2425

Email: ksharpe@bullochrec.com

I am contracting The Freestyle Connection for BMX shows for:

Event Name: Firecracker Fest

Event Contact: Kimberly Sharpe

Phone: 912-489-9087 (office) 912-682-9704 (cell)

Email: ksharpe@bullochrec.com

Show Location(s): Mill Creek Regional Park

Show address: 1388 Hwy 24 East, Statesboro, GA 30461

Number of shows requested: 2 (25-30 min) each

Dates of shows: July 4, 2013

Show times: 6pm and 7pm

We have agreed to pay: \$ 1399 (show price) total.

A deposit of 20% will be prepaid by June 15, 2013 (date)

We have requested: (please check one)

Flatland Show: __ (no ramps)

Box Jump Show: X (1 ramp)

Quarter Pipe and Box Jump Shows: __ (2 ramps)

In the event of poor weather we have arranged to: (please check one)

Perform shows indoors: ___ Location? ___no

Other: ___Arrangement?

Please note any other special arrangements required for show?

Terms and conditions:

Freestyle Connection BMX Stunt shows can only be performed on flat, asphalt or concrete surfaces. Outdoor show area should be around 140ft in length and 30ft in width if possible. The show area must be free of any large cracks, pot holes and/or debris; for example, rocks, branches, etc. (If your area is questionable please contact us to make special arrangements)

The show area must have an electrical outlet less than 200ft away. (If a generator is required please note in special arrangements)

The Freestyle Connection requests a two week notice to cancel or change the dates of shows. If less than a two week notice is provided. The deposit is non-refundable.

Cancellation Policy - Any scheduled show that is cancelled with less than a 24 hours notice will be billed for in full.

Reschedule Policy - Any show that needs to be rescheduled, must be done so with at least 24 hours notice or you will be billed in full.

Signature: _____ **Date:** _____
Thomas Couch, Bulloch County Manager

Please make checks Payable to: **The Freestyle Connection**
316 Jasmine Trail
Athens, GA 30606

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST (Box 1)

Parks and Recreation

MEETING DATE (Box 2) May 21, 2013

RESOLUTION ATTACHED? (Box 3)

| | |
|-----|--|
| YES | |
| NO | |

REQUESTED MOTION OR ITEM TITLE (Box 4)

The use of OCS Entertainment, LLC for The Groove Eclectic for the main band on July 4, 2013 for the Firecracker Fest.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)

**AGENDA CATEGORY
(CHECK ONE) (Box 6)**

FINANCIAL IMPACT STATEMENT (Box 7)

PRESENTATION (6a)

BUDGETED ITEM? (7a)

| | |
|-----|---|
| YES | X |
| NO | |

**AMENDMENT
REQUIRED? (7b)**

| | |
|-----|---|
| YES | |
| NO | X |

PUBLIC HEARING (6b)

ATTACH DETAILED ANALYSIS, IF NEEDED (7c)

CONSENT (6c)

X

\$2000 Expenditure amount in Special Activities operational budget (line item Contract Services). Revenues provided through event sponsorships.

NEW BUSINESS (6d)

Account # 110-61910-52.3855

OLD BUSINESS (6e)

OTHER (6f)

APPROVED FOR AGENDA (Box 8)

| DEPARTMENT DIRECTOR | | PURCHASING OFFICER | | OTHER | | COUNTY CLERK | | COUNTY STAFF ATTORNEY | | COUNTY MANAGER | |
|---------------------|-------------------------------------|--------------------|--|---------|--|--------------|--|-----------------------|--|----------------|--|
| YES | <input checked="" type="checkbox"/> | YES | | YES | | YES | | YES | | YES | |
| NO | | NO | | NO | | NO | | NO | | NO | |
| INITIAL | MA | INITIAL | | INITIAL | | INITIAL | | INITIAL | | INITIAL | |
| DATE | 5/10/2013 | DATE | | DATE | | DATE | | DATE | | DATE | |

COMMISSION ACTION AND REFERRAL (Box 9)

| | | |
|----------|--|-------------------------------|
| APPROVED | | DATE TO BE RETURNED TO AGENDA |
| DENIED | | |
| DEFERRED | | NOTES |
| OTHER | | |

PERSONAL SERVICE CONTRACT
BETWEEN
Bulloch County Board of Commissioners c/o Thomas Couch
AND
OCS Entertainment, LLC

This Agreement is made this 26th day of April, 2013 by and
between Bulloch County Board of Commissioners c/o Thomas Couch
hereinafter referred to as the "Institution",
and OCS Entertainment, LLC
hereinafter referred to as "Contractor".

In consideration of the mutual promises herein contained, the parties have
agreed and do hereby enter into this Agreement according to the provisions set
out herein:

- I. The Contractor agrees to perform the following services:
 - A. Provide a large band musical performance on July 4, 2013 in Statesboro, GA under the moniker The Groove Eclectic
 - B. Provide instruments, microphones, and guitar amplifiers necessary for the performance
 - C. Band will arrive at 3:30 pm and complete setup and soundcheck by 5pm.
 - D. Perform 2 live music sets as well as an arrangement of the National Anthem from 7:30-9:10pm and 9:30-11pm
- II. The Institution agrees to compensate the Contractor as follows:
 - A. The amount of \$2000 which includes payment to the Contractor for the performance, and any travel expenses
 - B. A payment of \$1000 (50%) shall be made within 5 business days of receipt and signed approval of this contract. The remaining balance of \$1000 shall be paid to the contractor on or before July 4, 2013.
- III. The Contractor, being an independent contractor and not an employee of this Institution, agrees to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incident hereunto, and otherwise protect and hold the Institution harmless from any and all liability not specifically provided for in this agreement.
- IV. The term of this contract shall be from April 26, 2013 through July 4, 2013 or until terminated by either party.

OCS Entertainment, LLC
Leslie Adele
Principal Owner
132 St. Ives Dr.
Savannah, GA 31419
912.604.6530
Technical Rider for A Nickel Bag of FUnk

Please note that this rider is only to be used as a guideline and that neither OCS nor the artist are contractually restricted to the terms within and the rider may be modified at any time to accommodate venue conditions.

Requirements:

Merchandise:

Artist Manager shall have the exclusive right to sell and distribute CD's and other merchandise at the engagement. Artist shall retain 100% of the gross receipts resulting from the sale of its CD's and other merchandise. In an area of the lobby or other suitable place on site, please provide at least one 8' table and 1 folding chair to be used.

Hospitality

A dressing room/green room needs to be provided close to the stage if outdoors or inside the venue if indoors. The employer agrees to provide comfortable dressing room with access to bathroom facilities adequate to be used by the artists. The dressing rooms shall be clean, dry, and well lighted, heated or air-conditioned, as the weather requires. The dressing room should be capable of being locked and the key shall be available to band. The following should be provided from the beginning of set-up in the designated hospitality area if applicable: cups or glasses, coffee, tea, sugar, honey, fruit juice, Powerade or Gatorade, hot water, and ice. At the time of the show we require the following on stage: bottled water (Fiji preferred), several cloth hand towels.

Power

1. Equivalent of 8 dedicated 120VAC 20-Amp circuits on stage
2. OCS will provide surge protectors and power cable extensions

Sound System

1. FOH snake with 10 minimum female XLR inputs/ 10 minimum 1/4" inputs
2. 4 DI boxes
3. FOH 16-24 Channel Digital Stereo Mixing Console with phantom power and graphic EQs
4. Stereo Compression with Noise Gate preferred
5. Minimum of 5 wedge monitors with amp support or stage in-ear monitoring rig for 5 minimum
6. 15" full range Speakers 1000-watts minimum

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

| | | | |
|---|-------------------------------------|------------|----------|
| DEPARTMENT MAKING REQUEST (Box 1) Purchasing | MEETING DATE 05.21.2013 | | |
| | RESOLUTION ATTACHED? (Box 3) | YES | |
| | | NO | X |

REQUESTED MOTION OR ITEM TITLE (Box 4)
Contract renewal to Stubbs Oil Company for bulk oil and grease. Bulk products are kept at the County Maintenance Shop

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)
We are asking for approval to renew the bulk oil and grease contract with Stubbs Oil Company for a one (1) year period. The current prices are listed on the attached Bid Report.

| AGENDA CATEGORY (CHECK ONE) (Box 6) | | FINANCIAL IMPACT STATEMENT (Box 7) | | | | | |
|--|----------|--|------------|----------|---------------------------------|------------|----------|
| PRESENTATION (6a) | | BUDGETED ITEM? (7a) | YES | X | AMENDMENT REQUIRED? (7b) | YES | |
| | | | NO | | | NO | X |
| PUBLIC HEARING (6b) | | ATTACH DETAILED ANALYSIS, IF NEEDED (7c) | | | | | |
| CONSENT (6c) | X | | | | | | |
| NEW BUSINESS (6d) | | | | | | | |
| OLD BUSINESS (6e) | | | | | | | |
| OTHER (6f) | | | | | | | |

| APPROVED FOR AGENDA (Box 8) | | | | | | | | | | | |
|------------------------------------|--|---------------------------|----------|----------------|--|---------------------|--|------------------------------|--|-----------------------|--|
| DEPARTMENT DIRECTOR | | PURCHASING OFFICER | | OTHER | | COUNTY CLERK | | COUNTY STAFF ATTORNEY | | COUNTY MANAGER | |
| YES | | YES | x | YES | | YES | | YES | | YES | |
| NO | | NO | | NO | | NO | | NO | | NO | |
| INITIAL | | INITIAL | | INITIAL | | INITIAL | | INITIAL | | INITIAL | |
| DATE | | DATE | | DATE | | DATE | | DATE | | DATE | |

| COMMISSION ACTION AND REFERRAL (Box 9) | | |
|---|--|--------------------------------------|
| APPROVED | | DATE TO BE RETURNED TO AGENDA |
| DENIED | | |
| DEFERRED | | NOTES |
| OTHER | | |

STATE OF GEORGIA
COUNTY OF BULLOCH

CONTRACT RENEWAL

WHEREAS, Bulloch County, Georgia (hereinafter 'the County') entered into a contract with Stubbs Oil Company on July 1, 2012, for the purchase of engine oil, hydraulic fluid, transmission fluid, gear oil and tube grease for use on Bulloch County vehicles; and

WHEREAS, the initial term of said contract was for a period of one (1) year, beginning July 1, 2012 until June 30, 2013; and

WHEREAS, said contract contains a provision whereby it may be renewed for two (2) successive one (1) year periods upon mutual agreement between the parties.

NOW THEREFORE, in consideration of the mutual obligations and covenants contained herein, the parties hereto agree as follows:

1. The above-referenced contract is hereby renewed for a period of one (1) year until June 30, 2014, on the same terms and conditions as the original contract.

Original Contract:

| Item | Price |
|----------------------|--------------|
| 1. Mobil Fleet 15W40 | \$7.86/gal. |
| 2. Mobil Fluid 424 | \$7.89/gal. |
| 3. Coastal AFT | \$6.87/gal. |
| 4. Mobilube 80W90 | \$1.93/lb. |
| 5. Ultra Duty EP2 | \$2.39/tube |
| 6. Mobil Tran HD30 | \$12.99/gal. |

This 7th day of May, 2013.

BULLOCH COUNTY BOARD OF COMMISSIONERS

By: _____
Tom Couch, County Manager

STUBBS OIL COMPANY

By: Don McKee
Don McKee

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

| | | | | |
|-----------------------------------|--|---------------------------------|-----------|------------|
| DEPARTMENT MAKING REQUEST: | | MEETING DATE: 05.21.2013 | | |
| Clerk of the Board | | RESOLUTION ATTACHED? | | YES |
| | | | NO | X |

REQUESTED MOTION OR ITEM TITLE:
 To submit three (3) applications for appointment to Seat 1-B: Yolanda Tremble, Dr. Lisa Rogers, and Roy Rountree; three (3) applications for Seat 4-A: Stephen T. Rushing, Frank Fortune, and Sean Davis; and three (3) applications for Seat 4-B: Ray McKinney, Kimberly Brannen, and Glenn Bray to the Hospital Authority of Bulloch County for consideration for terms that are expiring on September 30, 2013.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:
 According to the Bylaws of the Hospital Authority the Board of Commissioners will need to submit three (3) names for each appointment to the Hospital Authority by May 30, 2013. The terms are for four (4) years.

| AGENDA CATEGORY (CHECK ONE) | | FINANCIAL IMPACT STATEMENT | | | | |
|--|----------|---|------------|----------|--------------------------------|------------|
| PRESENTATION | | BUDGETED ITEM? | YES | X | AMENDMENT REQUIRED? | YES |
| | | | NO | | | NO |
| PUBLIC HEARING | | ATTACH DETAILED ANALYSIS, IF NEEDED: | | | | |
| CONSENT | X | | | | | |
| NEW BUSINESS | | | | | | |
| OLD BUSINESS | | | | | | |
| OTHER | | | | | | |

| APPROVED FOR AGENDA | | | | | | | | | | | |
|--------------------------------|--|-------------------------------|--|----------------|--|-------------------------|----------|----------------------------------|--|---------------------------|--|
| DEPARTMENT DIRECTOR | | PURCHASING OFFICER | | OTHER | | COUNTY CLERK | | COUNTY STAFF ATTORNEY | | COUNTY MANAGER | |
| YES | | YES | | YES | | YES | X | YES | | YES | |
| NO | | NO | | NO | | NO | | NO | | NO | |
| INITIAL | | INITIAL | | INITIAL | | INITIAL CAS | | INITIAL | | INITIAL | |
| DATE | | DATE | | DATE | | DATE 05.15.2013 | | DATE | | DATE | |

| COMMISSION ACTION AND REFERRAL (Box 9) | | |
|---|--|--------------------------------------|
| APPROVED | | DATE TO BE RETURNED TO AGENDA |
| DENIED | | |
| DEFERRED | | NOTES |
| OTHER | | |

Hospital Authority of Bulloch County

P.O. Box 2785 • Statesboro, Georgia 30459 • 912/489-5269 • FAX: 912/489-5755

April 23, 2013

Mr. Garrett Nevil, Chairman
Bulloch County Board of Commissioners
P.O. Box 347 Main Street
Statesboro, Georgia. 30459

Dear Chairman Garrett:

In accordance with the Bylaws of the Hospital Authority of Bulloch County, I am notifying you of the term expirations of three (3) Hospital Authority board members, Mrs. Yolanda Tremble, Seat 1-B, Mrs. Rachel Edwards, Seat 4-A, and Mr. Ray McKinney, Seat 4-B, all effective September 30, 2013.

All three members are eligible for reappointment and Mrs. Tremble and Mr. McKinney have indicated their willingness to continue to serve. Mrs. Edwards expressed that this be her last term. Mrs. Tremble is currently serving as the Chairman of the Grant Committee and Mr. McKinney is currently serving as Vice-Chairman of the Authority.

The Board of Commissioners will submit three (3) names for each appointment to the Authority. Mrs. Tremble should be included in the selection of names under Seat 1-B and Mr. McKinney should be included in the selection of names under Seat 4-B. Please submit three (3) names for the appointment of Seat 4-A. The Authority will select from the names submitted for these seats and will inform the Commission of the persons selected to serve.

Enclosed with this letter please find a list of the current members of the Authority and their term expirations. Should you have any questions related to this matter, please do not hesitate to contact me at 489-5269.

Sincerely,



Kristi Burdett, Executive Administrative Assistant
Hospital Authority of Bulloch County

cc: Christy Strickland, Clerk



Bulloch County Application for Community Service

If you are interested in participating in local government by membership on any of the following County boards or committees, please complete this application and return it to:

County Manager's Office
Bulloch County
P.O. Box 347
115 North Main Street
Statesboro, GA 30459
mfitzgerald@bullochcounty.net

Your application will be given every consideration as vacancies occur.

Check the boards/commissions/committees in which you are interested:

- | | |
|--|--|
| <input type="checkbox"/> Airport Committee | <input type="checkbox"/> Keep Bulloch Beautiful Board |
| <input type="checkbox"/> Animal Shelter Advisory Committee | <input type="checkbox"/> Recreation Advisory Committee |
| <input type="checkbox"/> Board of Health | <input checked="" type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Development Authority | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Hospital Authority | |

Mr. Ms. Name Yolanda Tremble Date 12/04/08

Address 15666 Burkhalter Rd., Statesboro, Ga. Zip 30461

Phone: Day 912-489-0105 Night 912-587-9448 Email yatreml@southernco.com

Bulloch County Resident? yes If so, since when? 1990

County / State of Former Residence Richmond County

Educational Background Bachelor Degree from Graduate Georgia Southern University

Occupation Energy Service Representative Employer Georgia Power Company

Occupational Background

Branch Sales and Service Manager/ Wachovia Bank

Community Activities (organizations, club, service groups, etc.)

Board of Directors American Red Cross/ Board of Member Hospital Authority

Reason for Applying for this Board / Commission / Committee

Enhance Community Involvement

Can attend day meetings? yes Can attend night meetings? yes

Applications will be kept on file for one year. If you have questions about serving on a board, commission, or committee, please feel free to contact the Manager's Office at (912) 764-6245.



Bulloch County Application for Community Service

If you are interested in participating in local government by membership on any of the following County boards or committees, please complete this application and return it to:

Bulloch County Manager's Office
P.O. Box 347, 115 North Main Street
Statesboro, GA 30459
cstrickland@bullochcounty.net

Your application will be given every consideration as vacancies occur.

Check the boards/commissions/committees in which you are interested:

| | |
|--|---|
| <input type="checkbox"/> Airport Committee | <input type="checkbox"/> Keep Bulloch Beautiful Board |
| <input type="checkbox"/> Animal Shelter Advisory Committee | <input type="checkbox"/> Recreation Advisory Committee |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Development Authority | <input type="checkbox"/> Other: |
| <input checked="" type="checkbox"/> Hospital Authority | |

Mr. Ms. ^{DR} Name Lisa Rogers Date 4-21-09
 Address 867 Shelter Pointe Rd Statesboro, GA 30458
 Phone: Day 871-2009 Night 489-3106 Email SGRMD@frontiernet.net
 Bulloch County Resident? yes If so, since when? 1998
 County / State of Former Residence Chatham / GA
 Educational Background Univ. of MD - BS St. Louis University School of Medicine MD
 Occupation MD Employer SGC / MMC - Residency - OB/GYN
 Occupational Background

All attached

Community Activities (organizations, club, service groups, etc.)

Reason for Applying for this Board / Commission / Committee

Nominated

Can attend day meetings? _____ Can attend night meetings?

Applications will be kept on file for one year. If you have questions about serving on a board, commission, or committee, please feel free to contact the Manager's Office at (912) 764-6246.



Bulloch County Application for Community Service

If you are interested in participating in local government by membership on any of the following County boards or committees, please complete this application and return it to:

Bulloch County Manager's Office
P.O. Box 347, 115 North Main Street
Statesboro, GA 30459
cstrickland@bullochcounty.net

Your application will be given every consideration as vacancies occur.

Check the boards/commissions/committees in which you are interested:

- | | |
|--|---|
| <input type="checkbox"/> Airport Committee | <input type="checkbox"/> Keep Bulloch Beautiful Board |
| <input type="checkbox"/> Animal Shelter Advisory Committee | <input type="checkbox"/> Recreation Advisory Committee |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Development Authority | <input type="checkbox"/> Other: |
| <input checked="" type="checkbox"/> Hospital Authority | |

Mr. Ms. Name Roy Pountree Date 4-22-09
 Address 337 Mill Creek Ln. Portal, GA 30450-5117
 Phone: Day 912-531-2070 Night 912-865-2537 Email _____
 Bulloch County Resident? yes If so, since when? 1971
 County / State of Former Residence Charleston, S.C. USAF
 Educational Background High School - Tech School
 Occupation Banking Employer First Southern Nat'l BAN
 Occupational Background

USAF 4yrs, USPS 34yrs. Retired, Present 6yrs
 Community Activities (organizations, club, service groups, etc.)

First Baptist Church, Ogeechee Lodge #213, Prev. BSA 24.
 Reason for Applying for this Board / Commission / Committee
To serve and have a more active voice in county government.

Can attend day meetings? X Can attend night meetings? X

Applications will be kept on file for one year. If you have questions about serving on a board, commission, or committee, please feel free to contact the Manager's Office at (912) 764-6245.



Bulloch County Application for Community Service

If you are interested in participating in local government by membership on any of the following County boards or committees, please complete this application and return it to:

Bulloch County Manager's Office
P.O. Box 347, 115 North Main Street
Statesboro, GA 30459
cstrickland@bullochcounty.net

Your application will be given every consideration as vacancies occur.

Check the boards/commissions/committees in which you are interested:

- | | |
|--|---|
| <input type="checkbox"/> Airport Committee | <input type="checkbox"/> Keep Bulloch Beautiful Board |
| <input type="checkbox"/> Animal Shelter Advisory Committee | <input type="checkbox"/> Recreation Advisory Committee |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Development Authority | <input type="checkbox"/> Other: |
| <input checked="" type="checkbox"/> Hospital Authority | |

Mr. Ms. Name STEPHEN T. RUSHING Date 04/02/2013

Address 3823 PULASKI ROAD, STATESBORO, GEORGIA 30458

Phone: Day 912-764-9055 Night 912-852-5146 Email srushing@ftrsm.com

Bulloch County Resident? Yes If so, since when? 6/6/1959

County / State of Former Residence n/a

Educational Background BBA from GSU; JD from Mercer; LLM from Univ. of Florida

Occupation Attorney-at-law Employer Franklin, Taulbee, Rushing, et. al.

Occupational Background

Associate Attorney 1985-1990;
Partner 1990-2006; Managing Partner 2006-Present

Community Activities (organizations, club, service groups, etc.)

Past Chair, Statesboro- Bulloch Chamber of Commerce; Past President, Rotary Club of Statesboro; Past President, Midday Optimist Club; Past President, Ogeechee Bar Association

Reason for Applying for this Board / Commission / Committee

I was contacted by a current Board member as to a possible opening coming up on the Board. After inquiry into this Board's purposes, I believe I am qualified to bring to the Board further oversight of the assets of the Board; to lend assistance wherever I may to the Grant, Scholarship and other committees of the Board.

Can attend day meetings? Yes Can attend night meetings? Yes

Applications will be kept on file for one year. If you have questions about serving on a board, commission, or committee, please feel free to contact the Manager's Office at (912) 764-6245.



Bulloch County Application for Community Service

If you are interested in participating in local government by membership on any of the following County boards or committees, please complete this application and return it to:

Bulloch County Manager's Office
P.O. Box 347, 115 North Main Street
Statesboro, GA 30459
cstrickland@bullochcounty.net

Your application will be given every consideration as vacancies occur.

Check the boards/commissions/committees in which you are interested:

- | | |
|--|---|
| <input type="checkbox"/> Airport Committee | <input type="checkbox"/> Keep Bulloch Beautiful Board |
| <input type="checkbox"/> Animal Shelter Advisory Committee | <input type="checkbox"/> Recreation Advisory Committee |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Development Authority | <input type="checkbox"/> Other: |
| <input checked="" type="checkbox"/> Hospital Authority | |

Mr. Ms. Name Frank Fortune Date 4/21/2009

Address 239 Wellington Circle, Statesboro, GA 30458

Phone: Day 687-5112 Night 764-6553 Email ffortune@frontiernet.net

Bulloch County Resident? Yes If so, since when? 1981

County / State of Former Residence Aiken County, South Carolina

Educational Background BBA Marketing Advertising, University of Georgia, 1980

Occupation Advertising/Photography Employer Retired from GSU, Currently Self employed.

Occupational Background

Served as Director of Photographic Services at Georgia Southern for over 28 years. I produced photographs, advertising publications and video. Retired in April 1, 2009.

Community Activities (organizations, club, service groups, etc.)

Active with the Statesboro Chamber of Commerce, Member of First Baptist Church of Statesboro, Coach regularly with the Bulloch County Recreation Department. Member of the Leadership Bulloch Class of 2006.

Reason for Applying for this Board / Commission / Committee

I've always wanted to be active in some form of local government, but the schedule I kept as the photographer at GSU limited that roll. Now that I'm retired (at 51), I hope to become more involved and this would be a great start. I know the Hospital Board is very instrumental in many improvements county wide, often without a lot of fanfare. To be a part allocating monies to making Bulloch County a better place would certainly be an honor.

Can attend day meetings? Yes Can attend night meetings? Yes

Applications will be kept on file for one year. If you have questions about serving on a board, commission, or committee, please feel free to contact the Manager's Office at (912) 764-6245.



Bulloch County Application for Community Service

If you are interested in participating in local government by membership on any of the following County boards or committees, please complete this application and return it to:

Bulloch County Manager's Office
P.O. Box 347, 115 North Main Street
Statesboro, GA 30459
cstrickland@bullochcounty.net

Your application will be given every consideration as vacancies occur.

Check the boards/commissions/committees in which you are interested:

| | |
|--|---|
| <input type="checkbox"/> Airport Committee | <input type="checkbox"/> Keep Bulloch Beautiful Board |
| <input type="checkbox"/> Animal Shelter Advisory Committee | <input type="checkbox"/> Recreation Advisory Committee |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Development Authority | <input type="checkbox"/> Other: |
| <input checked="" type="checkbox"/> Hospital Authority | |

Mr. Ms. Name Sean Phillip Davis Date _____

Address 1214 PLANTATION CIR STATESBORO GA 30458

Phone: Day 912-489-3716 Night 912-852-3622 Email sean.g.davis.com

Bulloch County Resident? YES If so, since when? 1993

County / State of Former Residence US ARMY, Bulloch Co 1987-91

Educational Background Lithonia High School (Lithonia, GA) / US ARMY BASIC TRAINING / GSU

Occupation OWNER/Principal Employer Glenn/Davis & Assoc

Occupational Background Glenn/Davis Insurance Agency 110 SAVANNAH AVE STATESBORO GA

BS/US ARMY
OFFICER
BASIC
COURSE

US ARMY
ADVANCE
COURSE

Life Underwriter training
Council

First Baptist Church of Statesboro / STATESBORO OPTIMIST CLUB / STATESBORO

Community Activities (organizations, club, service groups, etc.)

Reason for Applying for this Board / Commission / Committee

I have always had a great feeling of responsibility to our community and county. I feel that the different financial and fiscal aspects of our community is a good place where it can give back some of what has been given to me. I think this is a good chance to continue this at a public level.

Can attend day meetings? X Can attend night meetings? X

Applications will be kept on file for one year. If you have questions about serving on a board, commission, or committee, please feel free to contact the Manager's Office at (912) 764-6245.



Bulloch County Application for Community Service

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**County Manager's Office
Bulloch County
P.O. Box 347
115 North Main Street
Statesboro, GA 30459
mfitzgerald@bullochcounty.net**

Your application will be given every consideration as vacancies occur.

Check the boards/commissions/committees in which you are interested:

- | | |
|--|---|
| <input type="checkbox"/> Airport Committee | <input type="checkbox"/> Keep Bulloch Beautiful Board |
| <input type="checkbox"/> Animal Shelter Advisory Committee | <input type="checkbox"/> Recreation Advisory Committee |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Planning and Zoning Commission |
| <input checked="" type="checkbox"/> Development Authority | <input type="checkbox"/> Other: |
| <input checked="" type="checkbox"/> Hospital Authority | |

Mr. Ms. Name Ray L. McKinney, Jr. Date 4/1/09
 Address 1007 Monarch Circle Statesboro, Ga. Zip 30458
 Phone: Day 764-5080 Night 764-2288 Email ray.mckinney@wachoviasec.com
 Bulloch County Resident? yes If so, since when? 1997
 County / State of Former Residence Obion, Tennessee (4-5 years in Tennessee rest in Georgia)
 Educational Background Bachelor of Arts from Furman University
 Occupation Financial Advisor Employer Wachovia Securities

Occupational Background

Former -Owner Old South Agricultural Services(Statesboro,Ga.), Gold Kist Cotton Gin Manager(Statesboro), Facility Manager - Continental Grain (Hickman, Ky.) Commodity Marketing Rep.- Continental Grain (Memphis,Tn)

Community Activities (organizations, club, service groups, etc.)

Chamber of Commerce, Rotary, Leadership Georgia, Joseph's Home for Boys, Ogeechee Technical College Board

Reason for Applying for this Board / Commission / Committee

I am always interested in helping the betterment of Bulloch County. I think that the Bulloch County Hospital Authority serves an important role. I have spoken with Chairperson Anna Swicord about the service of this board and am interested in helping.

Can attend day meetings? yes Can attend night meetings? yes

Applications will be kept on file for one year. If you have questions about serving on a board, commission, or committee, please feel free to contact the Manager's Office at (912) 764-6245.



Bulloch County Application for Community Service

If you are interested in participating in local government by membership on any of the following County boards or committees, please complete this application and return it to:

Bulloch County Manager's Office
P.O. Box 347, 115 North Main Street
Statesboro, GA 30459
gstrickland@bullochcounty.net

Your application will be given every consideration as vacancies occur.

Check the boards/commissions/committees in which you are interested:

- | | |
|--|---|
| <input type="checkbox"/> Airport Committee | <input type="checkbox"/> Keep Bulloch Beautiful Board |
| <input type="checkbox"/> Animal Shelter Advisory Committee | <input type="checkbox"/> Recreation Advisory Committee |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Development Authority | <input type="checkbox"/> Other: |
| <input checked="" type="checkbox"/> Hospital Authority | |

Mr. Ms. Name Kimberley K. Brannen Date 4-20-09

Address 4975 Pulaski Rd, Statesboro, GA 30458

Phone: Day 489-9276 Night 852-5908 Email Kimbrannen@sea-islandbank.com

Bulloch County Resident? yes If so, since when? 1984. 25 yrs

County / State of Former Residence _____

Educational Background Graduate of Statesboro High and GSU - 1994 BBA - Finance

Occupation Private Banker Employer Sea Island Bank

Occupational Background Please see attached B10

Community Activities (organizations, club, service groups, etc.)

Please see attached B10

Reason for Applying for this Board / Commission / Committee

I was asked to apply.

Can attend day meetings? yes Can attend night meetings? very difficult

Applications will be kept on file for one year. If you have questions about serving on a board, commission, or committee, please feel free to contact the Manager's Office at (912) 764-6245.



Bulloch County Application for Community Service

If you are interested in participating in local government by membership on any of the following County boards or committees, please complete this application and return it to:

Bulloch County Manager's Office
P.O. Box 347, 115 North Main Street
Statesboro, GA 30459
cstrickland@bullochcounty.net

Your application will be given every consideration as vacancies occur.

Check the boards/commissions/committees in which you are interested:

- | | |
|---|--|
| <input type="checkbox"/> Airport Committee | <input type="checkbox"/> Keep Bulloch Beautiful Board |
| <input checked="" type="checkbox"/> Animal Shelter Advisory Committee | <input type="checkbox"/> Recreation Advisory Committee |
| <input checked="" type="checkbox"/> Board of Health | <input checked="" type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Development Authority | <input type="checkbox"/> Other: |
| <input checked="" type="checkbox"/> Hospital Authority | |

Mr. Ms. Name Glenn M. Bray Date 2-2-10

Address 35 Golf Club Circle, Statesboro, GA 30458

Phone: Day (912) 682-0554 Night (912) 764-8773 Email gmbray2442@hotmail.com

Bulloch County Resident? yes If so, since when? 1948

County / State of Former Residence none

Educational Background graduate of Statesboro High School and Georgia Southern College

Occupation retired Environmentalist Employer Bulloch County Health Dept.

Occupational Background

Served as supervisor of the Environmental Health Section of the Bulloch County Health Dept. for 33 years. After retirement, I have worked part time as a consultant with Maxwell-Reddick and Assoc.

Community Activities (organizations, club, service groups, etc.)

State of Georgia Registered Environmental Health Professional; Georgia Soil and Water Conservation Commission Certified Inspector; member and supporter of the American Cancer Society and the American Diabetes Assoc.; member and past deacon of the First Baptist Church of Statesboro

Reason for Applying for this Board / Commission / Committee

For over three decades I worked in public service here in Bulloch County. Since my retirement in 2004, I feel that I haven't contributed to my community as I should. I feel that I have the expertise, knowledge, experience, and free time to serve in a capacity that would benefit my community and county.

Can attend day meetings? yes Can attend night meetings? yes

Applications will be kept on file for one year. If you have questions about serving on a board, commission, or committee, please feel free to contact the Manager's Office at (912) 764-6245.

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST:

MEETING DATE: 05.21.2013

Clerk of the Board

RESOLUTION ATTACHED?

| | |
|-----|----------|
| YES | |
| NO | X |

REQUESTED MOTION OR ITEM TITLE:

To submit Mr. John Roach, Mr. Paul Roesel, Mr. Bryan Burke, and Mr. Billy Allen for candidates to serve on the Coastal Area District Development Authority.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

In accordance to the Bylaws of the Coastal Area District Development Authority (CADD) it is required the County Commission nominate up to three (3) qualified candidates to the CADD Board of Directors. Mr. Bryan Burke and Mrs. Carolyn Ethridge terms have expired and Mr. Burke is willing and able to serve another term but Mrs. Ethridge has expressed that she no longer will be able to serve. The terms are for two (2) years and they meet on the 2nd Wednesday of each month at noon.

| AGENDA CATEGORY (CHECK ONE) | | FINANCIAL IMPACT STATEMENT | | | | | |
|--------------------------------|----------|--------------------------------------|-----|----------|------------------------|-----|----------|
| PRESENTATION | | BUDGETED ITEM? | YES | | AMENDMENT REQUIRED? | YES | |
| | | | NO | X | | NO | X |
| PUBLIC HEARING | | ATTACH DETAILED ANALYSIS, IF NEEDED: | | | | | |
| CONSENT | X | | | | | | |
| NEW BUSINESS | | | | | | | |
| OLD BUSINESS | | | | | | | |
| OTHER | | | | | | | |

APPROVED FOR AGENDA

| DEPARTMENT DIRECTOR | | PURCHASING OFFICER | | OTHER | | COUNTY CLERK | | COUNTY STAFF ATTORNEY | | COUNTY MANAGER | |
|---------------------|--|--------------------|--|---------|--|----------------|----------|-----------------------|--|----------------|--|
| YES | | YES | | YES | | YES | X | YES | | YES | |
| NO | | NO | | NO | | NO | | NO | | NO | |
| INITIAL | | INITIAL | | INITIAL | | INITIAL CAS | | INITIAL | | INITIAL | |
| DATE | | DATE | | DATE | | DATE 5.15.2013 | | DATE | | DATE | |

COMMISSION ACTION AND REFERRAL (Box 9)

| | | |
|----------|--|-------------------------------|
| APPROVED | | DATE TO BE RETURNED TO AGENDA |
| DENIED | | |
| DEFERRED | | NOTES |
| OTHER | | |



COASTAL AREA DISTRICT DEVELOPMENT AUTHORITY

Business and Economic Development Financing

501 GLOUCESTER STREET, SUITE 201, BRUNSWICK, GA 31520

912-261-2500 FAX: 912-261-0032

OFFICE ALSO LOCATED IN SAVANNAH
912-236-9566

April 9, 2013

Mr. J. Garrett Nevil, Chairman
Bulloch County Commission
P.O. Box 347
Statesboro, GA 30459

RE: Coastal Area District Development Authority
Board of Directors Appointments – 2 Positions

Dear Chairman Nevil:

In accordance with the Bylaws of our respective agencies, we are requesting the Bulloch County Commission, to nominate up to three (3) qualified candidates of Bulloch County as candidates (per position) to serve on the Coastal Area District Development Authority (CADDA) Board of Directors. We have always respected the wishes of the nominating county; if you wish to identify your preferred nominee, please do so.

CADDA is an economic development lender providing commercial lending assistance to businesses in your county. The enclosed Qualifications section lists the eligibility requirements for board members. Currently, the Bulloch County members are Brian Burke and Carolyn Ethridge. We are requesting nominees for both of their positions, whose both terms are expiring. They will serve until a replacement is selected. Mr. Burke has indicated his interested in continuing on the CADDA Board; however Ms. Ethridge has indicated she will not be able to continue service on the CADDA Board, but supports the nomination of John Roach (bio attached) for her replacement.

Enclosed is the following information:

1. Current board membership list.
2. Director qualification and information sheet
3. Board appointment process outline
4. CADDA Information Sheet; and
5. Biographical information form which may be used by applicants for the position (or a currently resume copy is acceptable).

It is important that the individuals nominated to serve can attend monthly meetings, held on the second Wednesday of each month at 12:00 noon.

As soon as you select your nominees, please submit their names together with a resume or the enclosed biographical form to the Coastal Area District Development Authority at 501 Gloucester St., Suite 201, Brunswick, Ga. 31520.

If you have any questions or need additional information, please call me at 912/261-2500, ext. 11.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Standard".

Andrew Standard, CEO
Coastal Area District Development
Authority Board of Directors

**COASTAL AREA DISTRICT DEVELOPMENT AUTHORITY
BIOGRAPHICAL INFORMATION FORM**

(Please Type or Print)

Date: April 4, 2013

Name: John Roach Home Phone: 912-489-3786

Home Address: 23 Jef Road, Statesboro, GA 30458

Fax (for CADDa correspondence): 912-764-8906

E-Mail (for CADDa correspondence): jroach@heritagebank of the south

Occupation: Banker Company: HeritageBank of the South

How Long at Current Company: 3 Years Business Phone: 912-688-3912

Business Address: 335 South Main St, Statesboro, GA 30458

Hometown: Statesboro, Georgia

Date Appointed to CADDa: _____

Education: Statesboro High School; BBA-Finance from Georgia Southern University;
University of Georgia Banking School

Community Offices Held: Georgia Southern University Alumni Board; Current Treasurer of
First United Methodist Church; Current Treasurer for Downtown Statesboro Development Authority

Civic Activities: Leadership Bulloch Alumni; Statesboro Rotary Club

Recent Honors, Achievements: _____

Family:

Spouse's Name: Joie Roach Hometown: Statesboro

Children's Names: Anderson Roach Age: 6

John Brunson Roach Age: 5

Carolyn Roach Age: 5 months

Other: _____



Bulloch County Application for Community Service

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Bulloch County Manager's Office
P.O. Box 347, 115 North Main Street
Statesboro, GA 30459
cstrickland@bullochcounty.net

Your application will be given every consideration as vacancies occur.

Check the boards/commissions/committees in which you are interested:

- | | |
|--|---|
| <input type="checkbox"/> Airport Committee | <input type="checkbox"/> Keep Bulloch Beautiful Board |
| <input type="checkbox"/> Animal Shelter Advisory Committee | <input type="checkbox"/> Recreation Advisory Committee |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Planning and Zoning Commission |
| <input checked="" type="checkbox"/> Development Authority | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Hospital Authority | |

Mr. Ms. Name Paul Roesel Date 6/16/11
 Address 2570 Jones Mill Rd. Statesboro Ga 30461
 Phone: Day 9128718771 Night 9126825971 Email paulr@hasack.com
 Bulloch County Resident? Yes If so, since when? 1958
 County / State of Former Residence Bulloch
 Educational Background GSU Business Degree & Regional Economic Leadership Development graduate
 Occupation Owner/Mgr Employer H.A. Sack Co. Inc & SCM, Inc
 Occupational Background Construction

GEDA, Rotary, Chamber of Commerce, Habitat for Humanity, Red Cross, MCUDA
 Community Activities (organizations, club, service groups, etc.) OTC Foundation, OTC Board of Directors
Contributor to GSU, OTC, Southern Boosters
local schools and service organizations

Want to help develop jobs to offer better opportunities to the families of Statesboro
 Reason for Applying for this Board / Commission / Committee and Bulloch County and to help
improve our overall quality of life
for our citizens and visitors.

Can attend day meetings? yes Can attend night meetings? yes

Applications will be kept on file for one year. If you have questions about serving on a board, commission, or committee, please feel free to contact the Manager's Office at (912) 764-6245.



Bulloch County Application for Community Service

If you are interested in participating in local government by membership on any of the following County boards or committees, please complete this application and return it to:

Bulloch County Manager's Office
P.O. Box 347, 115 North Main Street
Statesboro, GA 30459
cstrickland@bullochcounty.net

Your application will be given every consideration as vacancies occur.

Check the boards/commissions/committees in which you are interested:

- | | |
|--|---|
| <input type="checkbox"/> Airport Committee | <input type="checkbox"/> Keep Bulloch Beautiful Board |
| <input type="checkbox"/> Animal Shelter Advisory Committee | <input type="checkbox"/> Recreation Advisory Committee |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Development Authority | <input checked="" type="checkbox"/> Other: CADD Board |
| <input type="checkbox"/> Hospital Authority | |

Mr. Ms. Name Bryan R. Burke Date 02/16/2010

Address 2113 Cypress Hollow Court, Statesboro, GA 30458

Phone: Day 912-764-9602 Night 912-764-2254 Email bryanburkeins@yahoo.com

Bulloch County Resident? Yes If so, since when? 1980

County / State of Former Residence Glynn / Georgia

Educational Background BA Business Adm. - Georgia Southern; AS - South Georgia College

Occupation Insurance Employer BBWH Insurors

Occupational Background

1985 - Stated career with Statesboro Insurance Agency; Merged with Sorrier Insurance
1986; President of Blount, Burke, Wimberly & Hendricks Insurors

Community Activities (organizations, club, service groups, etc.)

Statesboro Rotary Club, Boys & Girls Club of Bulloch County, American Red Cross,
Boys Scouts of America

Reason for Applying for this Board / Commission / Committee

Have served on the Coastal Area District Development Board for the county for the
past 10+years. I enjoy serving on the CADD Board

Can attend day meetings? _____ Can attend night meetings? _____

Applications will be kept on file for one year. If you have questions about serving on a board, commission, or committee, please feel free to contact the Manager's Office at (912) 764-6245.



Bulloch County Application for Community Service

If you are interested in participating in local government by membership on any of the following County boards or committees, please complete this application and return it to:

Bulloch County Manager's Office
P.O. Box 347, 115 North Main Street
Statesboro, GA 30459
cstrickland@bullochcounty.net

Your application will be given every consideration as vacancies occur.

Check the boards/commissions/committees in which you are interested:

- | | |
|--|---|
| <input type="checkbox"/> Airport Committee | <input type="checkbox"/> Keep Bulloch Beautiful Board |
| <input type="checkbox"/> Animal Shelter Advisory Committee | <input type="checkbox"/> Recreation Advisory Committee |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Planning and Zoning Commission |
| <input checked="" type="checkbox"/> Development Authority | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Hospital Authority | |

Mr. Ms. Name Billie Allen Date 6/21/11
 Address 201 West York Ct. Apt. 9 Statesboro, GA 30458
 Phone: Day 912-682-8194 Night 682-8194 Email headl@earthlink.net
 Bulloch County Resident? Yes If so, since when? 1951
 County / State of Former Residence _____
 Educational Background High School
 Occupation Asst Mgr Employer GSU Bookstore
 Occupational Background _____

Board of Realtors, Licensed Contractor, Dev. Auth.
 Community Activities (organizations, club, service groups, etc.)

Renew Membership On The Board (Dev. Auth.)
 Reason for Applying for this Board / Commission / Committee

Can attend day meetings? Yes Can attend night meetings? Yes

Applications will be kept on file for one year. If you have questions about serving on a board, commission, or committee, please feel free to contact the Manager's Office at (912) 764-6245.



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

| | | | |
|-----------------------------------|---------------------------------|--|---|
| DEPARTMENT MAKING REQUEST: | MEETING DATE: 05.21.2013 | | |
| Administration – County Manager | RESOLUTION ATTACHED? | | YES |
| | | | NO <input checked="" type="checkbox"/> |

REQUESTED MOTION OR ITEM TITLE:

To authorize the County Manager to the execute three lease renewal agreements with the Georgia State Properties Commission.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:
 The lease renewals are for the following properties, extending the same term and conditions:

Department of Audits and Accounts – Perimeter Industrial Park (by OTC)
 Soil and Water Conservation Commission – Ag Office Complex
 Department of Human Services – Altman Street

Approval is recommended.

| AGENDA CATEGORY | FINANCIAL IMPACT STATEMENT | | | | | |
|---------------------|----------------------------|--|-------------------------------------|---------------------------------|-----|--------------------------|
| (CHECK ONE) | BUDGETED ITEM? | YES | <input type="checkbox"/> | AMENDMENT OR TRANSFER REQUIRED? | YES | X |
| | | NO | <input checked="" type="checkbox"/> | | NO | <input type="checkbox"/> |
| PRESENTATION | | ATTACH DETAILED ANALYSIS, IF NEEDED: See attached letters from GSPC. | | | | |
| PUBLIC HEARING | | | | | | |
| CONSENT | X | | | | | |
| NEW BUSINESS | | | | | | |
| UNFINISHED BUSINESS | | | | | | |
| OTHER | | | | | | |

| AGENDA ITEM REVIEW AND APPROVAL | | | | | | | | | | | |
|---------------------------------|--------------------------|--------------------|--------------------------|---------|--------------------------|--------------|--------------------------|-----------------------|--------------------------|----------------|-------------------------------------|
| DEPARTMENT DIRECTOR | | PURCHASING OFFICER | | OTHER | | COUNTY CLERK | | COUNTY STAFF ATTORNEY | | COUNTY MANAGER | |
| YES | <input type="checkbox"/> | YES | <input type="checkbox"/> | YES | <input type="checkbox"/> | YES | <input type="checkbox"/> | YES | <input type="checkbox"/> | YES | <input checked="" type="checkbox"/> |
| NO | <input type="checkbox"/> | NO | <input type="checkbox"/> | NO | <input type="checkbox"/> | NO | <input type="checkbox"/> | NO | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| INITIAL | | INITIAL | | INITIAL | | INITIAL | | INITIAL | | INITIAL | <i>S. H. V. B.</i> |
| DATE | | DATE | | DATE | | DATE | | DATE | | DATE | <i>[Signature]</i> |

| COMMISSION ACTION AND REFERRAL | |
|-----------------------------------|--------------------------------|
| APPROVED <input type="checkbox"/> | DATE TO BE RETURNED TO AGENDA: |
| DENIED <input type="checkbox"/> | NOTES: |
| DEFERRED <input type="checkbox"/> | |



May 7, 2013

Thomas M. Couch, Co. Mgr.
Bulloch County and City of Statesboro
P. O. Box 347
Statesboro, Georgia 30458-0347

Dear Landlord:

Enclosed is your executed copy of the Contract Renewal Letter for Rental Agreement #5528 for space occupied by the Department of Audits & Accounts, located at 6 Joe Kennedy Boulevard in Statesboro, Georgia.

Please note that we have forwarded executed copies of the renewal letter to the occupying agency, and one fully executed copy has been retained in our office.

Should you require additional information or have any questions, please contact me at 404-656-2361.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott H. Jennings".

Scott H. Jennings
Manager

SHJ:ks

Enclosures

GEORGIA STATE PROPERTIES COMMISSION CONTRACT RENEWAL LETTER



Department of Audits and Accounts
Agency and Division

Landlord and Address

Date: 3/11/2013

Bulloch County

Lease Number: 5528

PO Box 347

Statesboro, GA 30459

Ladies or Gentlemen:

The Rental Agreement, dated May 5, 2009, by and between the Bulloch County, and Department of Audits and Accounts, for use by Education Audit division DOAA, of 2,760 square feet of Office space located at 6 Joe Kennedy Blvd., Statesboro, GA 30458-3445, will expire on June 30, 2013.

Article IV of said rental agreement granted to Tenant the option to extend its occupancy on a year to year basis for 4 consecutive years. Pursuant to this Article, the Department of Audits and Accounts, desires to exercise this option therefore, continuing its occupancy for a 12-month period beginning July 1, 2013, and ending June 30, 2014, under the same terms, conditions, covenants, agreements, and provisions, stipulations of said rental agreement and at the monthly rental rate of \$1,430.83

Approved: _____


Leasing Manager
State Properties Commission



DIVISION DIRECTOR

(or Approved Designee) *Accounting Manager*

Date: _____

05/07/2013

COMMISSIONER
(or Approved Designee)



STATE PROPERTIES COMMISSION

47 Trinity Avenue, S.W., Suite G02, Atlanta, Georgia 30334

Chairman
Nathan Deal
Governor

Executive Director
Steven L. Stancil

May 7, 2013

Thomas M. Couch or Evelyn Wilson, Co. Mgr.
Bulloch County Board of Commissioners
P. O. Box 347
Statesboro, Georgia 30459

Dear Landlord:

Enclosed is your executed copy of the Contract Renewal Letter for Rental Agreement #6087 for space occupied by the State Soil & Water Conservation Commission, located at 151 Langston Chapel Road, in Statesboro, Georgia.

Please note that we have forwarded executed copies of the renewal letter to the occupying agency, and one fully executed copy has been retained in our office.

Should you require additional information or have any questions, please contact me at 404-656-2361.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott H. Jennings".

Scott H. Jennings
Manager

SHJ:ks

Enclosures

State Soil & Water Conservation Commission
Agency

CONTRACT RENEWAL LETTER

LANDLORD

DATE March 1, 2013

Bulloch County Board of Commissioners

LEASE NUMBER: 6087

P. O. Box 347

Statesboro, GA 30459

Gentlemen:

The Rental Agreement, dated June 4, 2009, by and between Bulloch County Board of Commissioners, and the State Soil & Water Conservation Commission consisting of 1,020 square feet of office space located at 151 Langston Chapel Road, Statesboro, Georgia will expire on June 30, 2013.

Article IV of said rental agreement granted to Tenant the option to extend its occupancy on a year-to-year basis for 5 consecutive years. Pursuant to this Article, the State Soil & Water Conservation Commission desires to exercise this option; therefore, continuing its occupancy for a 12 month period beginning July 1, 2013 and ending June 30, 2014 under the same terms, conditions, covenants, agreements, provisions and stipulations of said rental agreement and at the monthly rate of \$735.25.

APPROVED:



Leasing Manager
State Properties Commission



Executive Director

DATE:

05/07/2013

Commissioner
(or Approved Designee)



STATE PROPERTIES COMMISSION

47 Trinity Avenue, S.W., Suite G02, Atlanta, Georgia 30334

Chairman
Nathan Deal
Governor

Executive Director
Steven L. Stancil

May 7, 2013

Thomas M. Couch or Evelyn Wilson, Co. Mgr.
Bulloch County Board of Commissioners
P. O. Box 347
Statesboro, Georgia 30459-0347

Dear Landlord:

Enclosed is your executed copy of the Contract Renewal Letter for Rental Agreement #5262 for space occupied by the Department of Human Services, located at 41 Pulaski Highway in Statesboro, Georgia.

Please note that we have forwarded executed copies of the renewal letter to the occupying agency, and one fully executed copy has been retained in our office.

Should you require additional information or have any questions, please contact me at 404-656-2361.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott H. Jennings".

Scott H. Jennings
Manager

SHJ:ks

Enclosures

GEORGIA STATE PROPERTIES COMMISSION CONTRACT RENEWAL LETTER



Fiscal Year: FY14

Department of Human Services - DFCS

Agency and Division

March 4, 2013

Lease #: 5262

Landlord and Address:

Bulloch County Board of Commissioners
P.O. Box 347
Statesboro, Georgia 30459-0347

Ladies or Gentlemen:

The Rental Agreement, dated 6/30/2012, by and between Bulloch County Board of Commissioners and the Georgia Department of Human Services for its Division of Family and Children Services (DFCS) in Bulloch County of 15,510 square feet of OFFICE space located at 41 Pulaski Hwy, in Statesboro, Georgia will expire on June 30, 2013.

Article IV of said Rental Agreement granted to Tenant the option to extend its occupancy on a year-to-year basis for 15 consecutive years. Pursuant to this Article, the Georgia Department of Human Services - DFCS, desires to exercise this option therefore, continuing its occupancy for a 12-month period beginning July 1, 2013 and ending June 30, 2014, under the same terms, conditions, covenants, agreements, provisions and stipulations of said Rental Agreement and at the Monthly Rental Rate of

\$12,925.00

Approved: _____

Scott H. [Signature]
Leasing Manager
State Properties Commission

Approved: _____

Cliff [Signature]
DIVISION DIRECTOR
(or Approved Designee)

Date: _____

05/07/2013

Approved: _____

Clyde L. Reese [Signature]
COMMISSIONER
(or Approved Designee)

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

| | | | |
|---|-------------------------------------|------------|----------|
| DEPARTMENT MAKING REQUEST (Box 1) Public Safety and SBCPRD | MEETING DATE 5-21-13 | | |
| | RESOLUTION ATTACHED? (Box 3) | YES | |
| | | NO | x |

REQUESTED MOTION OR ITEM TITLE (Box 4)

To enter into agreement/Memorandum of Agreement with OTC. This covers the relationship with the Bulloch County Animal Shelter and SBCPRD/Stirrup Some Fun. This agreement assists in the training of students in OTCs Veterinary Technology program.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)

MOU for signature attached

| AGENDA CATEGORY (CHECK ONE) (Box 6) | | FINANCIAL IMPACT STATEMENT (Box 7) | | | | | |
|--|----------|--|------------|----------|---------------------------------|------------|----------|
| PRESENTATION (6a) | | BUDGETED ITEM? (7a) | YES | N | AMENDMENT REQUIRED? (7b) | YES | |
| | | | NO | A | | NO | x |
| PUBLIC HEARING (6b) | | ATTACH DETAILED ANALYSIS, IF NEEDED (7c) MOU | | | | | |
| CONSENT (6c) | x | | | | | | |
| NEW BUSINESS (6d) | | | | | | | |
| OLD BUSINESS (6e) | | | | | | | |
| OTHER (6f) | | | | | | | |

| APPROVED FOR AGENDA (Box 8) | | | | | | | | | | | |
|------------------------------------|----------|---------------------------|--|----------------|--|---------------------|--|------------------------------|--|-----------------------|--|
| DEPARTMENT DIRECTOR | | PURCHASING OFFICER | | OTHER | | COUNTY CLERK | | COUNTY STAFF ATTORNEY | | COUNTY MANAGER | |
| YES | x | YES | | YES | | YES | | YES | | YES | |
| NO | | NO | | NO | | NO | | NO | | NO | |
| <i>elw</i> INITIAL | | INITIAL | | INITIAL | | INITIAL | | INITIAL | | INITIAL | |
| 5-16-13 DATE | | DATE | | DATE | | DATE | | DATE | | DATE | |

| COMMISSION ACTION AND REFERRAL (Box 9) | | |
|---|--|--------------------------------------|
| APPROVED | | DATE TO BE RETURNED TO AGENDA |
| DENIED | | |
| DEFERRED | | NOTES |
| OTHER | | |



OGEECHEE TECHNICAL COLLEGE

To: Mr. Tom Couch, Bulloch County Manager

From: Connie Hendrix
Administrative Assistant for the Vice President for Academic Affairs
(912) 688-6045
chendrix@ogeecheetech.edu

Date: 5/1/2013

Re: Memorandum of Agreement between Ogeechee Technical College and:

Bulloch County Animal Control Shelter
and
Statesboro, Bulloch County Parks and Recreation Department
Stirrup Some Fun

Comments: Your signature is required on the enclosed MOA Affiliation Agreements. Please sign these documents, keep one set for your files, and return one set to my attention at Ogeechee Technical College. A self-addressed envelope is enclosed for your convenience.

We appreciate the clinical internship experience Bulloch County provides Ogeechee Technical College Veterinary Technology students.

Thank you.

OGEECHEE

TECHNICAL COLLEGE

A Unit of the Technical College System of Georgia

MEMORANDUM OF AGREEMENT

Between

OGEECHEE TECHNICAL COLLEGE

And

BULLOCH COUNTY ANIMAL CONTROL SHELTER

18 MILL CREEK ROAD

STATESBORO, GA 30461

(912) 764-4529

- I. The purpose of the Memorandum of Agreement is to provide related instruction and practice as a part of a student's education program designed to benefit the student in accomplishing his/her goals.
- II. **Affiliating Agencies**
Ogeechee Technical College (hereinafter called the College) and Bulloch County Animal Control Shelter (hereinafter called the **Affiliating Clinical Institution**).
- III. **Affiliation Agreement**
This is a mutual agreement between the Affiliating Clinical Institution and the College that provides for the Affiliating Clinical Institution to accept students in the following programs for faculty supervised clinical experience:

***Veterinary Technology**

In addition this agreement makes for the following provisions:

- A. Ogeechee Technical College and Affiliating Clinical Institution will not discriminate on the basis of race, color, creed, national or ethnic origin, gender, religion, disability, age, disabled veteran, veteran of the Vietnam Era, or citizenship status (except in those special circumstances permitted or mandated by law).
- B. The Affiliating Clinical Institution will serve as a clinical laboratory and will furnish facilities for the students in such manner and at such time as the parties herein mutually agree. During the course of instruction, the clinical instructor may take orders from physicians that are within his/her realm of training and for which he/she would be credentialed.
- C. The Affiliating Clinical Institution will not be required to provide free treatment for injuries to students or instructors, which occur during clinical assignments. Students or instructors may request treatment at personal expense. The College shall, to the extent required by law or policy, offer to participating College instructors and students



at substantial risk of directly contacting body fluids or airborne tuberculosis pathogens, antibody and or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration and the Centers for Disease Control and Prevention.

In case of an exposure, the College will be responsible for offering appropriate testing for the affected participant, providing appropriate medical care in accordance with its exposure control plan, counseling, and record-keeping. In no instance shall the College's responsibility as defined in the paragraph exceed a period of one year after the participant leaves the program in accordance with the Technical College System of Georgia (TCSG) State Board Policy.

Affiliating Clinical Institution will use its best efforts to appropriately test the source patient and to obtain the patient's consent to disclosure of test results to the College infection control officer.

- D. The Affiliating Clinical Institution will retain responsibility for the care of the patients and will maintain administrative and professional supervision of students, insofar as their presence affects the operation of the Affiliating Clinical Institution and/or patient care.
- E. Clinical rotation will be planned by the faculty of the respective programs, in conjunction with the Affiliating Clinical Institution's representative, in order to meet requirements mandated by the respective College or licensing or certification Board.
- F. No instructor or student will receive monetary or other reimbursement from the Affiliating Clinical Institution for work done during the clinical rotation.
- G. Students at the College participating in health sciences clinical, externship, internship, or practicum experiences are required to have a criminal background check. The Affiliating Clinical Institution will be provided copies of each student's criminal background check. Information concerning online access to the criminal background checks will also be provided to the Affiliating Clinical Institution. Although the College requires students to undergo a criminal background check, the College does not accept responsibility for interpretation or disclosure of any information regarding the student's report. Should the Affiliating Clinical Institution determine that any information contained in the criminal background check report prohibits the student from participating in a clinical, externship, internship, or practicum experience, the Affiliating Clinical Institution will immediately notify the College program director. Therefore, it is the responsibility of the Affiliating Clinical Institution to determine what information is relevant. Unless the Affiliating Clinical Institution requests a different background check agency, the College will use CertifiedBackground.com, a division of Castle Branch, Inc. for criminal background checks. The cost of the criminal background checks will be the responsibility of the student. The College will inform students of the criminal background check requirement and obtain consent.
- H. Students at the college participating in clinical, externship, internship, or practicum experiences are required to have a #4402 Forensic Drug panel (7) performed prior to

participation. Drug screening results on each student will be reviewed by the Dean for Health Sciences prior to a student beginning any clinical, externship, internship, or practicum experience. Students with positive drug screening results will not be assigned to an Affiliating Clinical Institution. Unless the Affiliating Clinical Institution requests a specific drug screening agency, students will use an agency approved by the College. The cost of the drug screening will be the responsibility of the student. The College will inform students of the drug screening requirement and obtain consent.

IV. The Affiliating Clinical Institution agrees to:

- A. Provide a program of clinical experience for the students to engage in so as to benefit their knowledge of the respective program. The number of hours and experience may vary each year but will be mutually agreed upon with the College.
- B. Observe the following personnel policies:
 - 1. Students to observe the clinical holidays mutually agreed upon with the College. Permit faculty and students to observe the College calendar for holidays and events.
 - 2. Student to be allowed to make up time lost due to unavoidable absences.
 - 3. Students shall wear the accepted College uniform during clinical experience.
 - 4. Faculty employed by the Technical College System of Georgia will be under the full jurisdiction of the College administration.
- C. Make provision for orientation of faculty members of the College to the facilities, philosophies, and policies of the Affiliating Clinical Institution.
- D. Assist in the orientation of the student to the Affiliating Clinical Institution and clear channels of administration for the use of equipment and records as necessary for teaching purposes and in accordance with Affiliating Clinical Institution policies.

V. The College agrees to:

- A. Provide clinical instructors in accordance with the required student-instructor ratio as mandated by the state licensing or certification agency or by the local Affiliating Clinical Institution regulations.
- B. Assure that students with unsatisfactory performance (grade of less than C) in the classroom and/or clinical practicum will not be placed on clinical assignments.
- C. Provide specific written clinical behavioral objectives for the Affiliating Clinical Institution staff prior to student rotation. Conferences will be scheduled with Affiliating Clinical Institution staff during rotation to discuss student learning, student performance and patient services.
- D. Submit a schedule with names of affiliating students at least two weeks prior to the affiliation date.

- E. Provide for all administrative functions acquired by the Affiliating Clinical Institution necessary for smooth operation of the program. (i.e., joint review of the use of clinical facilities)
- F. Assure observance of Affiliating Clinical Institution policies and procedures by the students and faculty.
- G. Assure that each student and faculty has professional liability insurance in the amount of (\$1,000,000.00) one million dollars per each incident to cover acts or omissions involving College instructors and/or students.
- H. Assure that each student has had a physical exam before entering clinical practicum. Documentation will be provided to the Affiliating Clinical Institution upon request.

VI. Other special conditions/revisions as agreed to jointly.

VII. The Affiliating Clinical Institution may require the College to withdraw any student whose work or conduct may have a detrimental effect on patients or personnel; and reserve the right not to accept any student who has previously been discharged by Affiliating Clinical Institute for reasons which would make acceptance as a clinical student inappropriate.

The College may request the withdrawal of any student whose progress, achievement, or adjustment does not justify continuance in the College education program.

VIII. Discontinuation/Termination of Agreement

This agreement shall be effective and continue in effect until either party decides to terminate this agreement. Either party may terminate this agreement earlier upon 90 days notice in writing to the other. If either party wishes to terminate this agreement, it is understood that students enrolled in the program shall be given the opportunity to complete the full program.

The school may request the withdrawal of any student whose progress, achievement, or adjustment does not justify continuance in the school education program.

IX. HIPAA Requirements

Ogeechee Technical College and Students agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. section 1320d ("HIPAA") and any current and future regulations promulgated hereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements."

Ogeechee Technical College and Students agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

Ogeechee Technical College and Students will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

X. Term

Unless sooner canceled as provided in item VIII, the term of this Memorandum shall be three (3) years, commencing on August 20, 2012, and ending on July 31, 2015, and may be renewed by mutual written consent of the parties.

Dawn H. Cartee
Dawn H. Cartee, Ed.D.
President
Ogeechee Technical College

5.1.13
Date

Charlene Lamar
Charlene Lamar, Ed.D.
Vice President for Academic Affairs
Ogeechee Technical College

4.19.13
Date

John Groover
John Groover
Dean for Academic Affairs
Ogeechee Technical College

4-17-13
Date

Janice Grumbles, DVM
Dr. Janice Grumbles
Veterinary Technology Program
Ogeechee Technical College

4-16-2013
Date

Tom Couch
County Manager

Date



**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

| | | | |
|-----------------------------------|---------------------------------|------------|--|
| DEPARTMENT MAKING REQUEST: | MEETING DATE: 05.21.2013 | | |
| Solid Waste | RESOLUTION ATTACHED? | YES | |
| | | NO | |

REQUESTED MOTION OR ITEM TITLE:

To approve a renewal contract with Georgia Southern University for Recyclable Materials Collection and Disposal.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

See attached letter for details

| AGENDA CATEGORY (CHECK ONE) | | FINANCIAL IMPACT STATEMENT | | | | |
|--|----------|---|------------|----------|--------------------------------|------------|
| PRESENTATION | | BUDGETED ITEM? | YES | | AMENDMENT REQUIRED? | YES |
| | | | NO | X | | NO |
| PUBLIC HEARING | | ATTACH DETAILED ANALYSIS, IF NEEDED: | | | | |
| CONSENT | X | | | | | |
| NEW BUSINESS | | | | | | |
| OLD BUSINESS | | | | | | |
| OTHER | | | | | | |

| APPROVED FOR AGENDA | | | | | | | | | | | |
|--------------------------------|--|-------------------------------|--|----------------|--|-------------------------|----------|----------------------------------|--|---------------------------|--|
| DEPARTMENT DIRECTOR | | PURCHASING OFFICER | | OTHER | | COUNTY CLERK | | COUNTY STAFF ATTORNEY | | COUNTY MANAGER | |
| YES | | YES | | YES | | YES | X | YES | | YES | |
| NO | | NO | | NO | | NO | | NO | | NO | |
| INITIAL | | INITIAL | | INITIAL | | INITIAL CAS | | INITIAL | | INITIAL | |
| DATE | | DATE | | DATE | | DATE 5.16.2013 | | DATE | | DATE | |

| COMMISSION ACTION AND REFERRAL (Box 9) | | |
|---|--|--------------------------------------|
| APPROVED | | DATE TO BE RETURNED TO AGENDA |
| DENIED | | |
| DEFERRED | | NOTES |
| OTHER | | |



DEPARTMENT OF PROCUREMENT AND CONTRACT SERVICES
 POST OFFICE BOX 8123
 STATESBORO, GEORGIA 30460 8123
 TELEPHONE (912) 651-8123 (912) 478-2897
 FAX (912) 478-0463

May 2, 2013

Bulloch County Environmental Department
 Attn: Bob Smith
 P.O. Box 347
 Statesboro, GA 30459

RE: Request to Renew, Contract No. 12-009, Recyclable Materials Collection & Disposal

Dear Mr. Smith:

The above referenced contract will expire on June 30, 2013. There is a provision in the contract for one or more renewals providing there are no changes in the terms or conditions of the contract.

Please advise if you are willing to renew this contract for an additional 12-month period beginning July 1, 2013. If you are willing to renew, please check the appropriate box below, sign in the Vendor area, and return the form to me via email to _____ or fax to 912-478-0463

Your response is requested on or before May 10, 2013. If no response is received by this date, we will assume you are not interested in renewing the contract and will begin a new solicitation process.

Sincerely,

GEORGIA SOUTHERN UNIVERSITY
 PROCUREMENT & CONTRACT SERVICES

- Yes, we are willing to renew with NO changes to the contract pricing, terms or conditions.
- Yes, we are willing to renew with the University's consideration and acceptance to the attached exceptions in the contract pricing, terms or conditions. (Exceptions must be submitted on Company Letterhead)

Accepted By: Georgia Southern University

 Buyer Name

 Buyer Title

 Date

 Name of Vendor

 Signature

 Printed Name

 Date

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

| | | | |
|---|-----------------------------------|-----|---|
| DEPARTMENT MAKING REQUEST (Box 1) County Manager/Legal | MEETING DATE (Box 2) May 21, 2013 | | |
| | RESOLUTION ATTACHED? (Box 3) | YES | |
| | | NO | X |

REQUESTED MOTION OR ITEM TITLE (Box 4)

Authorize the Solicitation of Competitive Sealed Proposals for a Construction Manager-at-Risk for the Bulloch County Administrative Annex Project

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)

Palmer Architects recommends using a construction manager-at-risk for the Bulloch County Administrative Annex Project. A construction manager-at-risk will assist in the preconstruction phase with cost estimates and cost-savings suggestions, and then will act as general contractor during the construction phase. Prior to the construction phase, the construction manager will establish a guaranteed maximum price (GMP), and the contract will be amended to include the GMP. The construction manager will then be contractually obligated to construct the project at a total cost not to exceed the GMP, with the total cost including the actual cost of the work plus the construction manager's fee for the construction phase of the project. The construction manager will be selected through a solicitation for competitive sealed proposals that complies with Georgia's public works construction law. The selection of a construction manager will be based on evaluation factors set forth in the request for proposals. The evaluation factors will be weighted and will include factors such as qualifications, experience, and proposal presentation.

| AGENDA CATEGORY (CHECK ONE) (Box 6) | | FINANCIAL IMPACT STATEMENT (Box 7) | | | |
|-------------------------------------|---|--|-----|--------------------------|-----|
| PRESENTATION (6a) | | BUDGETED ITEM? (7a) | YES | AMENDMENT REQUIRED? (7b) | YES |
| | | | NO | | NO |
| PUBLIC HEARING (6b) | | ATTACH DETAILED ANALYSIS, IF NEEDED (7c) | | | |
| CONSENT (6c) | | | | | |
| NEW BUSINESS (6d) | X | | | | |
| OLD BUSINESS (6e) | | | | | |
| OTHER (6f) | | | | | |

APPROVED FOR AGENDA (Box 8)

| DEPARTMENT DIRECTOR | | PURCHASING OFFICER | | OTHER | | COUNTY CLERK | | COUNTY STAFF ATTORNEY | | COUNTY MANAGER | |
|---------------------|--|--------------------|--|---------|--|--------------|--|-----------------------|--------------------|----------------|--|
| YES | | YES | | YES | | YES | | YES | ✓ | YES | |
| NO | | NO | | NO | | NO | | NO | | NO | |
| INITIAL | | INITIAL | | INITIAL | | INITIAL | | INITIAL | <i>[Signature]</i> | INITIAL | |
| DATE | | DATE | | DATE | | DATE | | DATE | <i>5/15/13</i> | DATE | |

COMMISSION ACTION AND REFERRAL (Box 9)

| | |
|----------|-------------------------------|
| APPROVED | DATE TO BE RETURNED TO AGENDA |
| DENIED | |
| DEFERRED | NOTES |

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

| | | | |
|---|-----------------------------------|-----|----|
| DEPARTMENT MAKING REQUEST (Box 1) County Manager/Legal | MEETING DATE (Box 2) May 21, 2013 | | |
| | RESOLUTION ATTACHED? (Box 3) | YES | NO |

REQUESTED MOTION OR ITEM TITLE (Box 4)

Approval of Agreement with Palmer Architects

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)

The attached agreement with Palmer Architects is for design services for the proposed County Administrative Annex from the schematic design phase through and including the construction phase. The agreement anticipates using a Construction Manager for delivery of construction services. Approval is recommended.

| AGENDA CATEGORY (CHECK ONE) (Box 6) | | FINANCIAL IMPACT STATEMENT (Box 7) | | | |
|-------------------------------------|---|---|-----|--------------------------|-----|
| PRESENTATION (6a) | | BUDGETED ITEM? (7a) | YES | AMENDMENT REQUIRED? (7b) | YES |
| | | | NO | | NO |
| PUBLIC HEARING (6b) | | ATTACH DETAILED ANALYSIS, IF NEEDED (7c) | | | |
| CONSENT (6c) | | | | | |
| NEW BUSINESS (6d) | X | | | | |
| OLD BUSINESS (6e) | | | | | |
| OTHER (6f) | | | | | |

| APPROVED FOR AGENDA (Box 8) | | | | | | | | | | | |
|-----------------------------|--|--------------------|--|---------|--|--------------|--|-----------------------|---------|----------------|--|
| DEPARTMENT DIRECTOR | | PURCHASING OFFICER | | OTHER | | COUNTY CLERK | | COUNTY STAFF ATTORNEY | | COUNTY MANAGER | |
| YES | | YES | | YES | | YES | | YES | ✓ | YES | |
| NO | | NO | | NO | | NO | | NO | | NO | |
| INITIAL | | INITIAL | | INITIAL | | INITIAL | | INITIAL | JL | INITIAL | |
| DATE | | DATE | | DATE | | DATE | | DATE | 5/15/17 | DATE | |

| COMMISSION ACTION AND REFERRAL (Box 9) | |
|--|-------------------------------|
| APPROVED | DATE TO BE RETURNED TO AGENDA |
| DENIED | |
| DEFERRED | NOTES |
| OTHER | |

AIA[®] Document B132[™] – 2009

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the Twenty First day of May in the year Two Thousand Thirteen
(In words, indicate day, month and year.)

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

Bulloch County Board of Commissioners
Bulloch County BOC
115 North Main Street
PO Box 347
Statesboro, GA 30459
Telephone Number: 912-764-0214

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

Palmer Architects, General Corporation
P.O. Box 988
314 South Zetterower
Statesboro, GA 30459
Telephone Number: 912-681-8353
Fax Number: 912-682-6678

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

Bulloch County Administrative Annex
109 North Main Street
Statesboro, GA 30458
New 10,000 square foot office building with plans for an additional 20,000 s.f. addition in the future.

The Construction Manager:
(Name, legal status, address and other information)

TBD

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.

This document is intended to be used in conjunction with AIA Documents A132[™]–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232[™]–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Design to be based on Project Program (including estimated budget and project scope) as submitted to, and approved by, the Bulloch County Board of Commissioners on May 7, 2013.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

13,000 s.f. new, one-story facility to house the Department of Elections, Tax Assessor and Tax Commissioner. The building will be constructed adjacent to the existing Bulloch County Annex Building on lot 1209th G.M.D. Bulloch County Georgia, City of Statesboro as indicated on Owner provided survey performed by James M. Anderson on January 31, 2013.

§ 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.)

\$2,204,475 as indicated in approved program attached.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Init.

- | TBD
- .2 Commencement of construction:
 - | Estimated November, 2013
- .3 Substantial Completion date or milestone dates:
 - | Estimated November, 2014
- .4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:
(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

- | One Contractor
- | Multiple Prime Contractors
- | Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

| No fast-track scheduling, multiple bid packages or phased construction are anticipated.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

| Environmentally friendly design and construction practices will be utilized where reasonable and within the stated budget parameters.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address and other information.)

| Tom Couch
 County Manager
 115 North Main Street
 Statesboro, GA 30459
 912-764-0101

§ 1.1.9 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 information.)

| Bulloch County Board of Commissioners
 Bulloch County BOC
 115 North Main Street
 PO Box 347
 Statesboro, GA 30459

Init.

(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Saussy Engineering, Subchapter S Corporation

400 Johnny Mercer Blvd. Suite E
PO Box 30597
Savannah, GA 31410
Telephone Number: 912-898-8255

.2 Mechanical Engineer:

Rosser International, Professional Corporation

109 Park of Commerce Drive
Savannah, GA 31405
Telephone Number: 912-232-1146

.3 Electrical Engineer:

Rosser International, Professional Corporation

109 Park of Commerce Drive
Savannah, GA 31405
Telephone Number: 912-232-1146

§ 1.1.12.2 Consultants retained under Additional Services:

N/A

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

Architect to be consulted in the selection process for determining Construction Management Firm

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

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

Init.

§ 1.1.10 The Owner will retain the following consultants:

(List name, legal status, address and other information.)

- .1 Construction Manager: The Construction Manager is identified on the title page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

TBD: Anticipated date of retention: June 25th, 2013

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

N/A

- .3 Land Surveyor:

James M. Anderson
104 Oak Street
Statesboro, GA 30458
912-764-2002

- .4 Geotechnical Engineer:

TBD

- .5 Civil Engineer:

To be retained by Architect

- .6 Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address and other information.)

T. Kevin Palmer, AIA, NCARB, LEED AP
P.O. Box 988
314 South Zetterower
Statesboro, GA 30459
912-681-8353

Mobile Number: 912-536-3323

Email Address: kpalmer@palmerarch.com

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

Init.

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User Notes: (1399878261)

§ 2.5 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.

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

§ 2.6.1 Comprehensive General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than N/A (\$) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than N/A (\$).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than one million (\$ 1,000,000) per claim and in the aggregate.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, 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, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

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

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

§ 3.1.8 The Architect shall assist the Owner and Construction Manager 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 Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

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

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

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, 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 and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager 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 schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

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§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 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 pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

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

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

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager 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 and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager 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 and Construction Manager in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager 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 A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, 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 and Construction Manager 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 Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

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

§ 3.6.2 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 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work

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completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

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

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. 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 A232–2009, 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 an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

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

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

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

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, 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, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for

Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, 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 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional 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.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

| Services | Responsibility (Architect, Owner or Not Provided) | Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below) |
|---|--|--|
| § 4.1.1 Programming | Complete | |
| § 4.1.2 Multiple preliminary designs | Complete | |
| § 4.1.3 Measured drawings | Complete | |
| § 4.1.4 Existing facilities surveys | Complete | |
| § 4.1.5 Site evaluation and planning (B203™–2007) | Complete | |
| § 4.1.6 Building information modeling | | |
| § 4.1.7 Civil engineering | | |
| § 4.1.8 Landscape design | | |
| § 4.1.9 Architectural interior design (B252™–2007) | | |
| § 4.1.10 Value analysis (B204™–2007) | | |
| § 4.1.11 Detailed cost estimating | | |
| § 4.1.12 On-site project representation (B207™–2008) | | |
| § 4.1.13 Conformed construction documents | | |
| § 4.1.14 As-designed record drawings | | |
| § 4.1.15 As-constructed record drawings | | |
| § 4.1.16 Post occupancy evaluation | | |
| § 4.1.17 Facility support services (B210™–2007) | | |
| § 4.1.18 Tenant-related services | | |
| § 4.1.19 Coordination of Owner's consultants | | |
| § 4.1.20 Telecommunications/data design | | |
| § 4.1.21 Security evaluation and planning (B206™–2007) | | |
| § 4.1.22 Commissioning (B211™–2007) | | |
| § 4.1.23 Extensive environmentally responsible design | | |
| § 4.1.24 LEED® certification (B214™–2007) | | |
| § 4.1.25 Historic preservation (B205™–2007) | | |
| § 4.1.26 Furniture, furnishings, and equipment design (B253™–2007) | TBD- Architect | |

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Should the Owner request full FFE services, purchasing and/or installation per item 4.1.26 above, additional services will be negotiated at that time.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to 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;

- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

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

- .1 2 (two) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 24 (twenty four) visits to the site by the Architect over the duration of the Project during construction
- .3 3 (three) 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 3 (three) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within 24 (twenty four) 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. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 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.

§ 5.6 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

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

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 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 in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services 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 and Construction Manager 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 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 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 Construction Manager and Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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 the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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

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

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the 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.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the 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 A232-2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, 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

Init.

proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement, unless the parties mutually agree otherwise. 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 issues 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 fact or law whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

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

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction.

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

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

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

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

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

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

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

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

6% of Construction Cost (Design, Design Development, Construction Documents and Bidding/Negotiation) plus 2% of Construction Cost (Construction Administration)- Total: 8% of Construction Cost

§ 11.2 For Additional Services designated in Section 4.1, 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.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

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

6% of Construction Cost of additional work plus 2% of Construction Cost of additional work- Total: 8% of Construction Cost of additional work

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as otherwise stated below:

Invoiced at actual cost.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

| | | | | |
|------------------------------|-------------|-----------|-----|----|
| Schematic Design Phase | Ten | percent (| 10 | %) |
| Design Development Phase | Ten | percent (| 10 | %) |
| Construction Documents Phase | Fifty | percent (| 50 | %) |
| Bidding or Negotiation Phase | Five | percent (| 5 | %) |
| Construction Phase | Twenty-Five | percent (| 25 | %) |
| <hr/> | | | | |
| Total Basic Compensation | one hundred | percent (| 100 | %) |

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. 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, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

| N/A- Additional Services billed as a percentage of construction cost of service.

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, 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, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 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 Zero percent (0 %) of the expenses incurred.

§ 11.9 Compensation for Use of Architect's Instruments of Service

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

| Zero

§ 11.10 Payments to the Architect

| § 11.10.1 An initial payment of Zero (\$ 0) 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.

| § 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 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.)

5 % Five

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to 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.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

AIA Document A232-2009, General Conditions of the Contract for Construction CMA Edition

- .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

N/A

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

Bulloch County Annex Program as approved by, the Bulloch County Board of Commissioners on May 7, 2013

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

OWNER *(Signature)*

ARCHITECT *(Signature)*

(Printed name and title)

T. Kevin Palmer, AIA, NCARB, LEED AP, Principal Architect

(Printed name and title)

Additions and Deletions Report for **AIA[®] Document B132[™] – 2009**

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.

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PAGE 1

AGREEMENT made as of the Twenty First day of May in the year Two Thousand Thirteen

...

(Name, legal status, address and other information)

Bulloch County Board of Commissioners
Bulloch County BOC
115 North Main Street
PO Box 347
Statesboro, GA 30459
Telephone Number: 912-764-0214

...

Palmer Architects, General Corporation
P.O. Box 988
314 South Zetterower
Statesboro, GA 30459
Telephone Number: 912-681-8353
Fax Number: 912-682-6678

...

Bulloch County Administrative Annex
109 North Main Street
Statesboro, GA 30458
New 10,000 square foot office building with plans for an additional 20,000 s.f. addition in the future.

...

TBD

PAGE 2

Design to be based on Project Program (including estimated budget and project scope) as submitted to, and approved by, the Bulloch County Board of Commissioners on May 7, 2013.

...

13,000 s.f. new, one-story facility to house the Department of Elections, Tax Assessor and Tax Commissioner. The building will be constructed adjacent to the existing Bulloch County Annex Building on lot 1209th G.M.D. Bulloch

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User Notes:

(1399878261)

County Georgia, City of Statesboro as indicated on Owner provided survey performed by James M. Anderson on January 31, 2013.

...

\$2,204,475 as indicated in approved program attached.

PAGE 3

TBD

...

Estimated November, 2013

...

Estimated November, 2014

...

[] One Contractor

...

No fast-track scheduling, multiple bid packages or phased construction are anticipated.

...

Environmentally friendly design and construction practices will be utilized where reasonable and within the stated budget parameters.

...

Tom Couch
County Manager
115 North Main Street
Statesboro, GA 30459
912-764-0101

...

Bulloch County Board of Commissioners
Bulloch County BOC
115 North Main Street
PO Box 347
Statesboro, GA 30459

PAGE 4

TBD: Anticipated date of retention: June 25th, 2013

...

N/A

...

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User Notes:

(1399878261)

James M. Anderson
104 Oak Street
Statesboro, GA 30458
912-764-2002

...

TBD

...

To be retained by Architect

...

T. Kevin Palmer, AIA, NCARB, LEED AP
P.O. Box 988
314 South Zetterower
Statesboro, GA 30459
912-681-8353
Mobile Number: 912-536-3323
Email Address: kpalmer@palmerarch.com

PAGE 5

Saussy Engineering, Subchapter S Corporation

...

400 Johnny Mercer Blvd. Suite E
PO Box 30597
Savannah, GA 31410
Telephone Number: 912-898-8255

...

Rosser International, Professional Corporation

...

109 Park of Commerce Drive
Savannah, GA 31405
Telephone Number: 912-232-1146

...

Rosser International, Professional Corporation

109 Park of Commerce Drive
Savannah, GA 31405
Telephone Number: 912-232-1146

...

N/A

...

Architect to be consulted in the selection process for determining Construction Management Firm

PAGE 6

§ 2.6.1 Comprehensive General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than N/A (\$) combined single limit and aggregate for bodily injury and property damage.

...

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than N/A (\$).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than one million (\$ 1,000,000) per claim and in the aggregate.

PAGE 12

| | | |
|---|-----------------|--|
| § 4.1.1 Programming | <u>Complete</u> | |
| § 4.1.2 Multiple preliminary designs | <u>Complete</u> | |
| § 4.1.3 Measured drawings | <u>Complete</u> | |
| § 4.1.4 Existing facilities surveys | <u>Complete</u> | |
| § 4.1.5 Site evaluation and planning (B203™-2007) | <u>Complete</u> | |

...

| | | |
|--|-----------------------|--|
| § 4.1.26 Furniture, furnishings, and equipment design (B253™-2007) | <u>TBD- Architect</u> | |
|--|-----------------------|--|

PAGE 13

Should the Owner request full FFE services, purchasing and/or installation per item 4.1.26 above, additional services will be negotiated at that time.

PAGE 14

- .1 2 (two) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 24 (twenty four) visits to the site by the Architect over the duration of the Project during construction
- .3 3 (three) 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 3 (three) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within 24 (twenty four) 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 18

Litigation in a court of competent jurisdiction

PAGE 20

6% of Construction Cost (Design, Design Development, Construction Documents and Bidding/Negotiation) plus 2% of Construction Cost (Construction Administration)- Total: 8% of Construction Cost

...

N/A

...

6% of Construction Cost of additional work plus 2% of Construction Cost of additional work- Total: 8% of Construction Cost of additional work

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as otherwise stated below:

Invoiced at actual cost.

...

| | | | | | |
|------------------------------|--------------------|-----------|-----------|---|-----|
| Schematic Design Phase | <u>Ten</u> | percent (| <u>10</u> |) | (%) |
| Design Development Phase | <u>Ten</u> | percent (| <u>10</u> |) | (%) |
| Construction Documents Phase | <u>Fifty</u> | percent (| <u>50</u> |) | (%) |
| Bidding or Negotiation Phase | <u>Five</u> | percent (| <u>5</u> |) | (%) |
| Construction Phase | <u>Twenty-Five</u> | percent (| <u>25</u> |) | (%) |

PAGE 21

N/A- Additional Services billed as a percentage of construction cost of service.

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

...

Zero

...

§ 11.10.1 An initial payment of Zero (\$ 0) 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.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 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 22

5 % Five

...

N/A

...

AIA Document A232-2009, General Conditions of the Contract for Construction CMA Edition

...

N/A

...

Bulloch County Annex Program as approved by, the Bulloch County Board of Commissioners on May 7, 2013

...

T. Kevin Palmer, AIA, NCARB, LEED AP, Principal Architect

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, T. Kevin Palmer AIA, NCARB, LEED AP, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:17:13 on 05/14/2013 under Order No. 1771264670_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B132™ – 2009 - Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

| | | | |
|-----------------------------------|---------------------------------|-----|---|
| DEPARTMENT MAKING REQUEST: | MEETING DATE: 05.21.2013 | | |
| BOC | RESOLUTION ATTACHED? | YES | |
| | | NO | X |

REQUESTED MOTION OR ITEM TITLE:
For Discussion of Fingerprint Metric Time Clocks

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:
Commissioner Thompson would like to discuss the possibility of installing metric time clocks throughout the county offices. There should not be any action taken on the matter.

| AGENDA CATEGORY (CHECK ONE) | | FINANCIAL IMPACT STATEMENT | | | | | | |
|--|---|---|-----|---|--------------------------------|-----|----|---|
| PRESENTATION | | BUDGETED ITEM? | YES | | AMENDMENT REQUIRED? | YES | | |
| | | | NO | X | | | NO | X |
| PUBLIC HEARING | | ATTACH DETAILED ANALYSIS, IF NEEDED: | | | | | | |
| CONSENT | | | | | | | | |
| NEW BUSINESS | X | | | | | | | |
| OLD BUSINESS | | | | | | | | |
| OTHER | | | | | | | | |

| APPROVED FOR AGENDA | | | | | | | | | | | |
|--------------------------------|--|-------------------------------|--|----------------|--|-------------------------|---|----------------------------------|--|---------------------------|--|
| DEPARTMENT DIRECTOR | | PURCHASING OFFICER | | OTHER | | COUNTY CLERK | | COUNTY STAFF ATTORNEY | | COUNTY MANAGER | |
| YES | | YES | | YES | | YES | X | YES | | YES | |
| NO | | NO | | NO | | NO | | NO | | NO | |
| INITIAL | | INITIAL | | INITIAL | | INITIAL CAS | | INITIAL | | INITIAL | |
| DATE | | DATE | | DATE | | DATE 05.15.2013 | | DATE | | DATE | |

| COMMISSION ACTION AND REFERRAL (Box 9) | | |
|---|--|--------------------------------------|
| APPROVED | | DATE TO BE RETURNED TO AGENDA |
| DENIED | | |
| DEFERRED | | NOTES |
| OTHER | | |

