

**TENTATIVE AGENDA & MEETING NOTICE
BOARD OF COUNTY COMMISSIONERS**

**TUESDAY, JUNE 20, 2017
5:30 P.M.**

**WATAUGA COUNTY ADMINISTRATION BUILDING
COMMISSIONERS' BOARD ROOM**

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: June 6, 2017, Regular Meeting June 6, 2017, Closed Session		1
	3	APPROVAL OF THE JUNE 20, 2017, AGENDA		9
5:35	4	COOPERATIVE EXTENSION REPORT	MR. RICHARD BOYLAN	11
5:40	5	PROPOSED REVISIONS TO THE WATAUGA COUNTY COMPREHENSIVE TRANSPORTATION PLAN (CTP)	MR. DAVID GRAHAM	13
5:45	6	REQUEST TO SET TRANSPORTATION PRIORITIES FOR THE HIGH COUNTRY RPO	MR. JOE FURMAN	23
5:50	7	BID AWARD FOR WEST ANNEX ROOF	MR. ROBERT MARSH	31
5:55	8	BUDGET AMENDMENTS	MS. MARGARET PIERCE	41
6:00	9	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Proposed Architect Contract for Recreation/ Community Center		43
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6:05	10	PUBLIC COMMENT		84
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7:10	12	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		84
7:30	13	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

June 6, 2017, Regular Meeting

June 6, 2017, Closed Session

DRAFT

MINUTES

**WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, JUNE 6, 2017**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, June 6, 2017, at 8:30 A.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: John Welch, Chairman
Billy Kennedy, Vice-Chairman
Larry Turnbow, Commissioner
Jimmy Hodges, Commissioner
Perry Yates, Commissioner
Anthony di Santi, County Attorney
Deron Geouque, County Manager
Anita J. Fogle, Clerk to the Board

Chairman Welch called the meeting to order at 8:30 A.M.

Commissioner Yates opened with prayer and Commissioner Kennedy led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Welch called for consideration of amendments to the February 21, 2017, regular minutes and additions and/or corrections to the May 16, 2017, regular and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve proposed amendments to the February 21, 2017, regular meeting minutes as presented.

VOTE: Aye-5
Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the May 16, 2017, regular meeting minutes as presented.

VOTE: Aye-5
Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the May 16, 2017, closed session minutes as presented.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the June 6, 2017, agenda.

County Manager Geouque requested to add consideration of the following:

- Selection of Architect for the Recreation/Community Center
- Proposed resolution entitled: “Resolution of Support for Adequate Funding to meet the Mental Health, Intellectual and Developmental Disabilities, and Substance Use Disorder Service Needs for Citizens of Watauga County”
- Possible Action After Closed Session.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the June 6, 2017, agenda as amended.

VOTE: Aye-5
Nay-0

CAPITAL IMPROVEMENT PLAN (CIP) RESERVE FUNDS REQUEST

Dr. Scott Elliott, Watauga County School Superintendent, introduced Board of Education members, Mr. Ron Henries and Mr. Jason Cornett, as well as Director of Finance, Ms. Ly Marze, and Director of Student Services, Dr. Paul Holden. Dr. Elliott stated that 321 students recently graduated from Watauga High School which included the first four-year JROTC graduates and 53 Innovative Academy graduates.

Dr. Elliott requested \$228,688 that has been set aside for COLA increases be redirected and assigned to the school CIP reserve. The School System was able to meet the COLA obligation through reduced expenditures within the current budget. The request is now to shift the funds designated for the COLA into the CIP reserve. In addition, Dr. Elliott is requesting the release of \$50,000 of the \$228,688 from the School’s CIP reserve to finalize the batting cage facility.

Commissioner Yates, seconded by Commissioner Turnbow, moved to reallocate the \$228,688 set aside for Watauga County Schools’ COLA and to direct those funds into the School’s CIP reserves and release the \$50,000 from the CIP reserves to pay for the new batting cage facility.

VOTE: Aye-5
Nay-0

JUVENILE CRIME PREVENTION COUNCIL (JCPC) FY 2018 CERTIFICATION, MEMBERSHIP, AND COUNTY PLAN

Dr. Paul Holden, Chairman of Juvenile Crime Prevention Council (JCPC), presented the JCPC’s FY 2018 Certification, County Plan, and membership roster.

Commissioner Yates, seconded by Commissioner Turnbow, moved to approve the Juvenile Crime Prevention Council FY 2018 Certification, County Plan, and Membership as presented.

VOTE: Aye-5
Nay-0

HIGH COUNTRY CHAPTER OF THE MILITARY OFFICERS ASSOCIATION OF AMERICA (MOAA) REQUEST

Lieutenant Colonel George Brudzinski, USMC Ret., stated that Board approval was given at the September 6, 2016, meeting committing \$25,000 of County funds to assist in the construction of a Veteran's Memorial by the High Country Chapter of the Military Officers Association of America (MOAA). The proposed site for the new memorial is adjacent to the Boone Town Hall. A design contest was recently held with the three finalists to be displayed at the Jones House on July 4, 2017. A committee will choose the winner. Groundbreaking for the project is expected in spring of 2018 with a dedication later that summer. Lieutenant Colonel Brudzinski requested the funds be released for the project.

Commissioner Yates, seconded by Commissioner Turnbow, moved to release \$25,000 to the High Country Chapter of the Military Officers Association for the Veteran's Memorial project.

VOTE: Aye-5
Nay-0

REQUEST TO ACCEPT 2017 COMMUNITY WASTE REDUCTION AND RECYCLING GRANT

Ms. Pamela Thomas, Recycling Coordinator, requested acceptance of a grant from the North Carolina Department of Environmental Quality. The purpose of the grant is to assist in the purchase of two (2) closed top roll-off containers to collect recycling materials at County schools. The grant is for \$10,000 with a local match of \$2,000 which will be paid by the Watauga County School System allocated from their 2017-2018 budget.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to accept the grant from the North Carolina Department of Environmental Quality in the amount of \$10,000 with the \$2,000 match to be paid by the Watauga County School System.

VOTE: Aye-5
Nay-0

TAX MATTERS

A. Monthly Collections Report

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of May 2017. The report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

Mr. Warren presented the Refunds and Releases Report for May 2017 for Board approval:

TO BE TYPED IN MINUTE BOOK

Commissioner Hodges, seconded by Commissioner Yates, moved to approve the Refunds and Releases Report for May 2017 as presented.

VOTE: Aye-5
Nay-0

BROOKSHIRE WETLANDS REQUESTS

Mr. Joe Furman, Planning and Inspections Director, stated that an application was recently submitted by the County, as prepared by Blue Ridge Environmental Consultants (BREC), for Clean Water Management Trust Funds (CWMTF) to construct wetlands on the County's property on Brookshire Road. Since the submission of the application, Mr. Furman learned that the New River Conservancy had submitted a successful application for the previous funding cycle to do stream bank restoration of the South Fork New River adjacent to the County's land.

The two projects are entirely different, but there is some overlap in the area to be under either conservation easement or restrictive covenants which affect the grant match. Specifically, both projects show the same 50' buffer along the river which encompasses the existing greenway, and which is included as match (value of property under easement/covenants) in the BREC application. Due to the fact that the New River Conservancy's project was approved, it is necessary to revise the BREC project, which is pending. This was discussed with CWMTF staff during a site visit. Also discussed was the value of the greenway construction, which was shown as a match in the BREC project, but is not eligible to be used. The same is true for the soccer fields, which were shown to be placed under conservation easement or covenants and used as a match in the BREC application.

Mr. Furman requested approval of a revised application. The easement or covenants will need formal approval only if the application is approved. The revised application removes the overlapping easement and the easement of the soccer fields, and adds a conservation easement adjacent to the South Fork New River and small tributary on the original Brookshire Park. The budget changes to reflect the higher value for the area to be under easement/covenant, removal of credit (match) of the constructed greenway on the soccer field property, and an increased in-kind match to be provided by BREC.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the revised application and commit to provide a conservation easement or record restrictive covenants if the grant is awarded.

VOTE: Aye-5
Nay-0

ADOPTION OF THE FISCAL YEAR 2018 BUDGET ORDINANCE

County Manager Geouque presented the Fiscal Year 2018 Budget Ordinance for consideration.

After lengthy discussion, Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to adopt the Fiscal Year 2018 Budget Ordinance as presented.

VOTE: Aye-3(Welch, Kennedy, Turnbow)
Nay-2(Hodges, Yates)

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Resolution of Support for Adequate Funding to meet the Mental Health, Intellectual and Developmental Disabilities, and Substance Use Disorder service needs for Citizens of Watauga County

County Manager Geouque presented a proposed resolution of Support for Adequate Funding to meet the Mental Health, Intellectual and Developmental Disabilities, and Substance Use Disorder service needs for Citizens of Watauga County

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to adopt the resolution as presented.

VOTE: Aye-5
Nay-0

B. Proposed Resolution In Support of Independent Redistricting Reform

County Manager Geouque presented a proposed resolution in support of independent redistricting reform. Representative Jonathan C. Jordan is a sponsor of the bill. The bill calls for an independent redistricting process that includes diversity, along with partisan balance and geography in all future districts.

Commissioner Yates, seconded by Commissioner Hodges, moved to adopt the resolution as presented.

VOTE: Aye-5
Nay-0

C. Selection of Architect for the Recreation/Community Center

County Manager Geouque stated that twelve RFQs (Requests for Qualifications) were received for architect services for the Recreation/Community Center and three were interviewed by a committee comprised of the County Manager, Maintenance Director, Parks and Recreation Director, Vice-Chairman Kennedy, and Commissioner Hodges. The committee recommends the Board hire Clark Nexsen.

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to select Clark Nexsen for architectural services for the Recreation/Community Center contingent upon successful negotiation of a contract and contingent upon the County Attorney's review.

VOTE: Aye-5
Nay-0

D. Proposed Fiscal Year 2018 AppalCART Contracts

County Manager Geouque presented proposed AppalCART contracts for FY 2018 transportation services including the Project on Aging and Social Services Departments. The proposed rates for the Project on Aging, Department of Social Services, and all other county functions are \$1.45 per vehicle mile. The rate has been the same for the last three (3) years.

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the AppalCART contracts for FY 2018 as presented.

VOTE: Aye-5
Nay-0

E. Boards and Commissions

County Manager Geouque presented the following for consideration:

Economic Development Commission

The terms of four members of the Economic Development Commission expire in June. Mr. Ed Evans and Mr. Tommy Sofield have served two consecutive terms and are, therefore, not eligible for reappointment. Mr. Robert Hoffman was recently appointed to fill an unfinished term which expires in June. Therefore, he is up for reappointment. The first term of the current chair, Mr. Walter Kaudelka is expiring. Mr. Kaudelka is eligible to be reappointed to another term, and is willing to continue to serve. Each term is for three years. The EDC's next scheduled meeting is July 13th. This was a first reading; therefore, no action was taken.

Workforce Development Board

High Country Council of Governments' Workforce Director, Mr. Keith Deveraux, recommends the reappointment of Mr. Chris Edwards to continue representing Watauga County in a private sector seat on the Workforce Development Board. This was a first reading; therefore, no action was taken.

F. Announcements

There were no announcements.

PUBLIC COMMENT

Ms. Susie Winters shared comments urging the Board to support clean air in the County and mentioned a volunteer organization, Small and Mighty Acts.

CLOSED SESSION

At 10:00 A.M., Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5
Nay-0

Commissioner Yates, seconded by Commissioner Turnbow, moved to resume the open meeting at 11:04 A.M.

VOTE: Aye-5
Nay-0

POSSIBLE ACTION AFTER CLOSED SESSION

Commissioner Yates, seconded by Commissioner Turnbow, moved to decline the acceptance of property from the Lois Hayes Trust.

VOTE: Aye-5
Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve a utility easement with the Town of Boone for County-owned property on Poplar Grove Road contingent upon the County Attorney's review.

VOTE: Aye-5
Nay-0

Commissioner Turnbow, seconded by Commissioner Yates, moved to add consideration of the cancellation of the July 4, 2017, regular meeting to the agenda.

VOTE: Aye-5
Nay-0

Commissioner Turnbow, seconded by Commissioner Yates, moved to cancel the July 4, 2017, regular meeting.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Turnbow, seconded by Commissioner Yates, moved to adjourn the meeting at 11:06 A.M.

John Welch, Chairman
ATTEST: Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE JUNE 20, 2017, AGENDA

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AGENDA ITEM 4:

COOPERATIVE EXTENSION REPORT

MANAGER'S COMMENTS:

Mr. Richard Boylan, Cooperative Extension, will provide an update regarding programming on extension matters.

The report is for information only; therefore no action is required.

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AGENDA ITEM 5:

**PROPOSED REVISIONS TO THE WATAUGA COUNTY COMPREHENSIVE
TRANSPORTATION PLAN (CTP)**

MANAGER'S COMMENTS:

Mr. David Graham, Transportation Planner with High Country Council of Governments, will present information for action on revisions to the Watauga County Comprehensive Transportation Plan (CTP). A list of proposed revisions is provided for Board consideration and action.

Staff seeks Board direction on the proposed revisions.

High Country Rural Planning Organization (RPO)

Municipalities and Counties of
Alleghany, Ashe, Avery, Mitchell, Watauga, Wilkes, and Yancey

“Serving North Carolina’s High Country with Continuing, Cooperative, and Comprehensive Transportation Planning”

MEMORANDUM

To: Watauga County Commissioners

From: David Graham, High Country RPO Transportation Planner

Re: Watauga County Comprehensive Transportation Plan (CTP) - Revisions to Boone Area

Date: June 9, 2017

BACKGROUND

In March of 2010, the Transportation Planning Branch of the North Carolina Department of Transportation (NCDOT) and Watauga County initiated a study to cooperatively develop the Watauga County Comprehensive Transportation Plan (CTP), which includes Boone, Blowing Rock, Seven Devils, and Beech Mountain. The CTP is a long range multi-modal transportation plan that covers transportation needs through 2040. Modes of transportation evaluated as part of the plan include: highway, public transportation and rail, bicycle, and pedestrian.

Findings of the CTP study were based on an analysis of the transportation system, environmental screening, and public input. The Watauga CTP was mutually adopted by Watauga County and the towns of Boone, Blowing Rock, Seven Devils, Beech Mountain, NCDOT, and endorsed by the High Country RPO in 2013.

Since the adoption of the Watauga CTP, the US 421 (King Street) project (U-4020) from NC 194 to US 321 (Hardin Street) has been completed and a study has been undertaken by the North Carolina Department of Transportation (NCDOT) to analyze alignment alternatives for a new connector road between NC 105 and ASU campus. In addition, the Town of Boone adopted the Town of Boone Pedestrian and Bicycle Plan on April 24, 2014. Therefore, the following revisions to the Watauga CTP are proposed for consideration and approval.

PROPOSED REVISIONS TO THE WATAUGA CTP

Highway Revisions - *Please see attached revised Highway Maps*

1. US 421, TIPO No. U-4020 was under construction at the time of the CTP and was shown as a recommendation. It is now complete so was updated to show "existing" boulevard between US 321 and NC 194.
2. NC 105/Bodenheimer Drive Connector changed (see Watauga CTP Excerpt for WATA0010-H) to reflect preferred alternative from the September 2014 Project Planning Report prepared by American Engineering Associates for NCDOT. It includes improvements to Poplar Grove Road (SR 1102) from NC 105 to proposed new spur north of Coffey Knob Road and new alignment approximately from Coffey Knob Road to Bodenheimer Drive. The new construction also has bicycle and pedestrian recommendations along it.

Note: The Bodenheimer Drive Connector revision to the CTP is requested on behalf of NCDOT Division 11 for the following reasons:

- No known relocations are required.
- No significant environmental impacts are anticipated, potential impacts to Hodges Creek can be minimized/eliminated through adjustments to roadway design criteria.
- Connection at NC 105 will be at an existing traffic signal.
- Comments received from the public workshops did not include any strong opposition to the alternative.

Bicycle Revisions - *Please see attached revised Bicycle Maps*

1. Replaced Multi-use path on Leola Drive/Greenway Road /Winklers Creek Rd with bicycle lanes from existing greenway at Drive to US 321/Winklers Creek Rd.
2. Added bicycle "Needs Improvement" to the following facilities:
 - A. Bamboo Road (SR 1514) from Deerfield Road (SR 1523) to Kellwood Drive
 - B. Kellwood Drive from Bamboo Road (SR 1524) to Fairway Drive (SR 1602)
 - C. Fairway Drive (SR 1602) from Kellwood Drive to US 321
 - D. Poplar Grove Connector (SR 1180) from Poplar Grove Road (SR 1102) to US 321/421/194 (W. King Street)
 - E. US 321/421 (King Street) from Water Street to US 221/421
 - F. Water Street/N Water (SR 1102) from Poplar Grove Road to North Street
 - G. Junaluska Road (SR 1102)/E Junaluska Road (SR 1150) from North Street to Bear Trail
 - H. Bear Trail from E Junaluska Road (SR 1150) to Grand Blvd
 - I. Grand Blvd from Bear Trail to US 421/King Street (Local Street)
 - J. Cherry Drive from US 321/421 to Eastbrook Street (Local Street)
 - K. Eastbrook Street from Cherry Drive to Hunting Road (Local Street)
 - L. Hunting Road from Eastbrook Street to Eastview Avenue (Local Street)

- M. Eastview Avenue from Hunting Road to E Junaluska Road) (Local Street)
 - N. Casey Lane from Multi-Use Path at South Fork New River to New River Hills (Local Street)
 - O. New River Hills (SR 1515) from Casey Lane to Cecil Miller Road
 - P. Cecil Miller Road from New River Hills (SR 1515) to Old East King Street (Local Street)
 - Q. Old East King Street from US 221/421 to US 221/421 (Local Street)
 - R. Depot Street/N Depot Street from Rivers Street to North Street (Local Street)
 - S. Bodenheimer Drive from Rivers Street to NC 105/Bodenheimer Drive Connector
 - T. NC 105/Bodenheimer Drive Connector and spur from Poplar Grove Road to Bodenheimer Drive
 - U. Winklers Creek Road from Greenway Rd to US 321
3. Changed "Recommended" Bicycle improvements along NC 105 from US 321 to Poplar Grove Road to "Recommended Multi-use Path"
 4. Changed US 321 from Rivers Street to NC 105 from "Recommended Bicycle Improvements" to "Existing"

Pedestrian Revisions - *Please see attached revised Pedestrian Maps*

1. Replaced Multi-use path on Leola Drive/Greenway Road /Winklers Creek Rd with recommended sidewalks from existing greenway at Leola Drive to US 321/Winklers Creek Rd.
2. Recommended sidewalks along NC 105/Bodenheimer Drive Connector and spur from Poplar Grove Road to Bodenheimer Drive

Bicycle and Pedestrian revisions are based on the Town of Boone Pedestrian and Bicycle Plan adopted April 24, 2014. Please see the Pedestrian and Bicycle Plan for all recommendations. The plan can be downloaded at the following link:

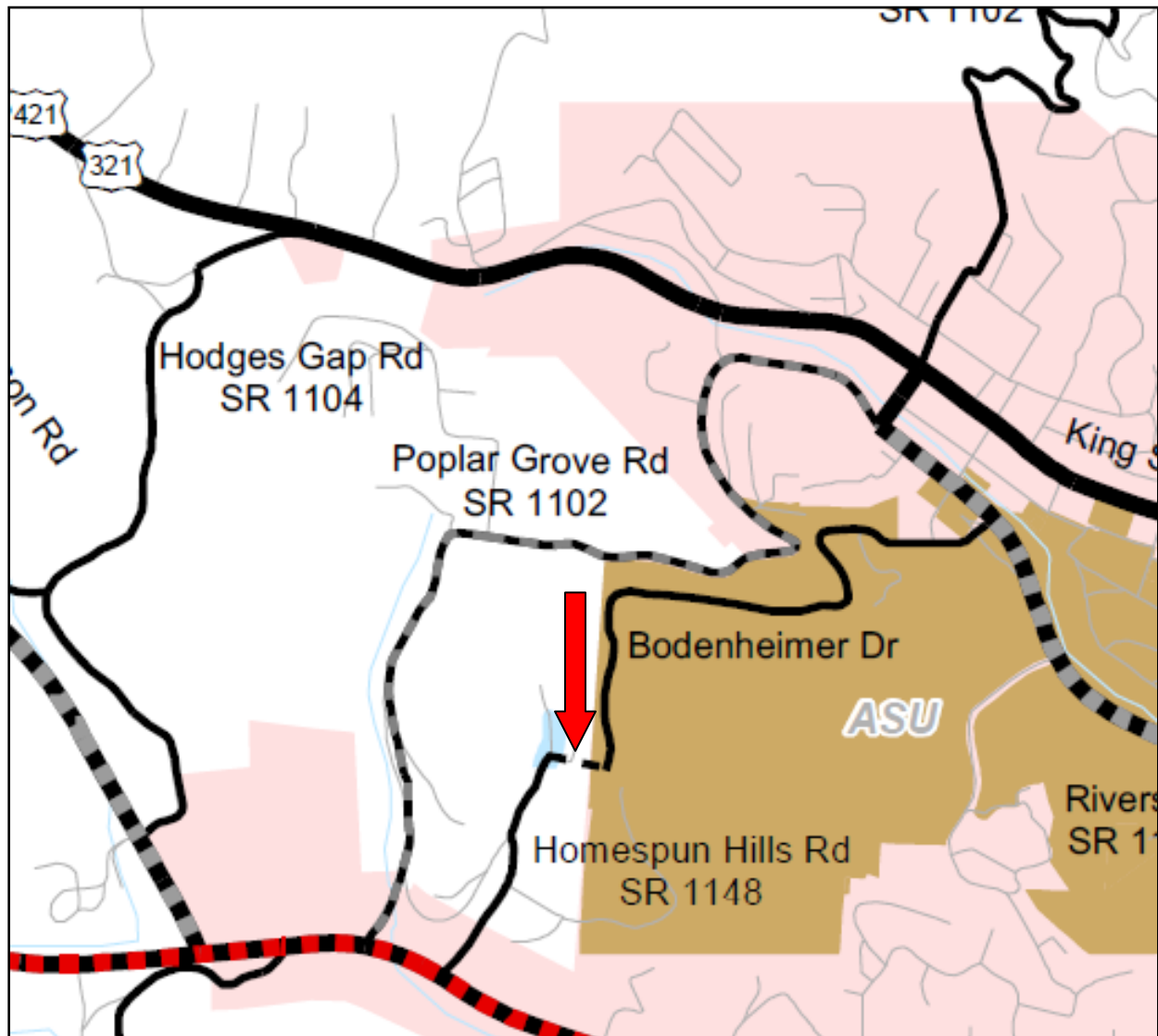
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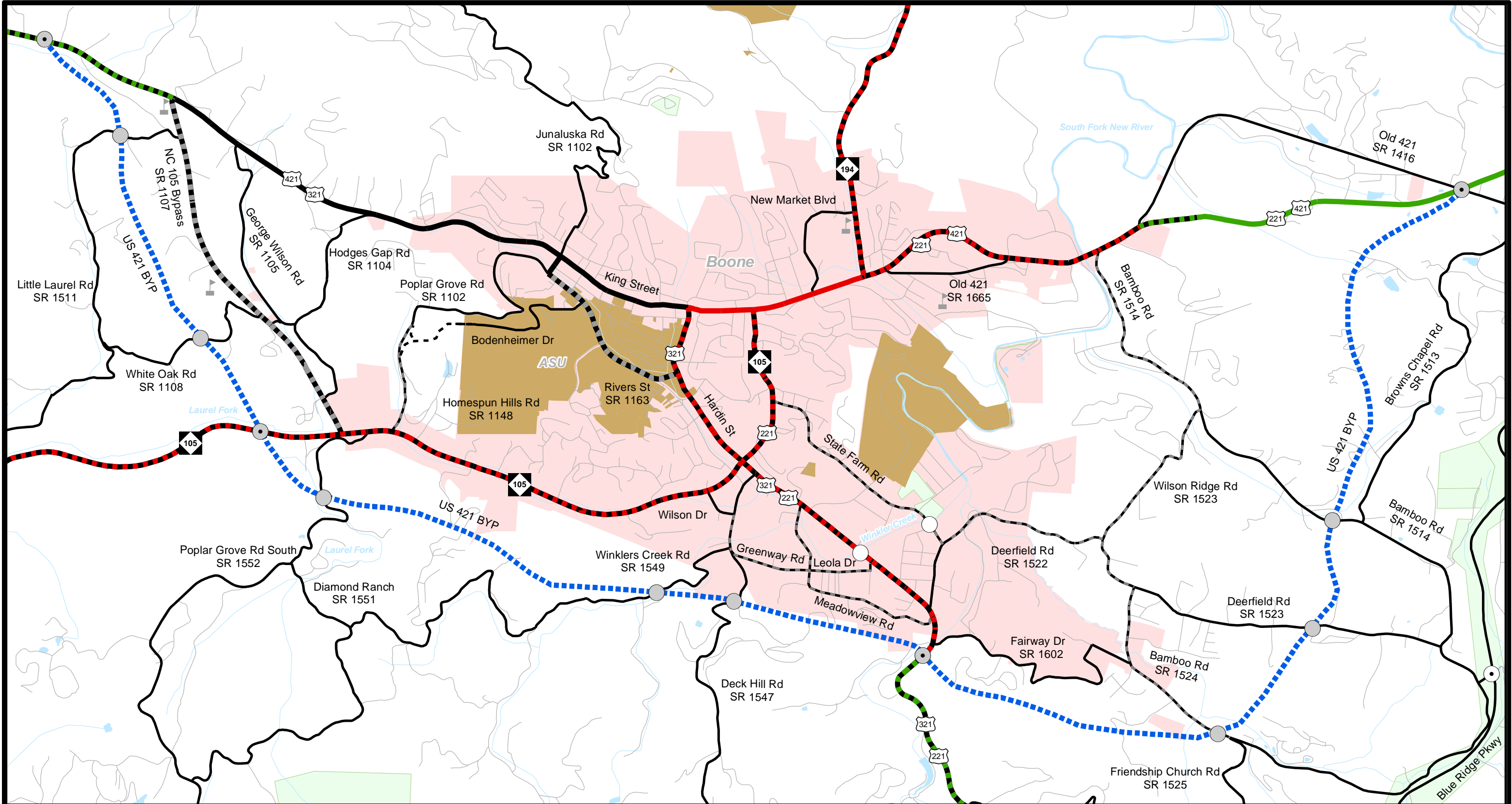
Watauga CTP Excerpt for WATA0010-H

Poplar Grove Road Bypass, Local ID: WATA0010-H

At the request of Appalachian State University (ASU), Division 11 has begun an investigation into a new location facility connecting Homespun Hills Road (SR 1148) and Bodenheimer Drive west of ASU. This would require a minimum of 200 feet on new location to connect the two facilities creating a route parallel to Poplar Grove Road (SR1102). Making this connection will open up a new access point between ASU and NC105.

Based on a planning level environmental assessment using available GIS data, the proposed project is in the vicinity (300ft from centerline) of lakes and wetlands. Land use in the vicinity is either residential along Homespun Hills Road (SR 1148) or institutional (ASU) along Bodenheimer Drive.





Freeways

- Existing
- Needs Improvement
- Recommended

Expressways

- Existing
- Needs Improvement
- Recommended

Boulevards

- Existing
- Needs Improvement
- Recommended

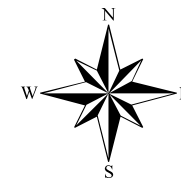
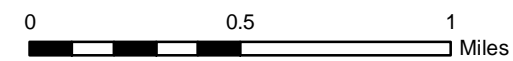
Other Major Thoroughfares

- Existing
- Needs Improvement
- Recommended

Minor Thoroughfares

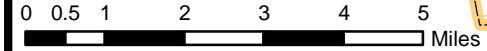
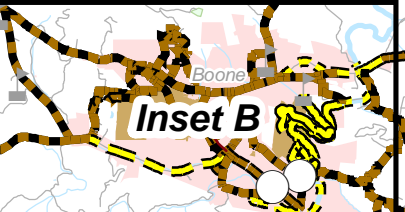
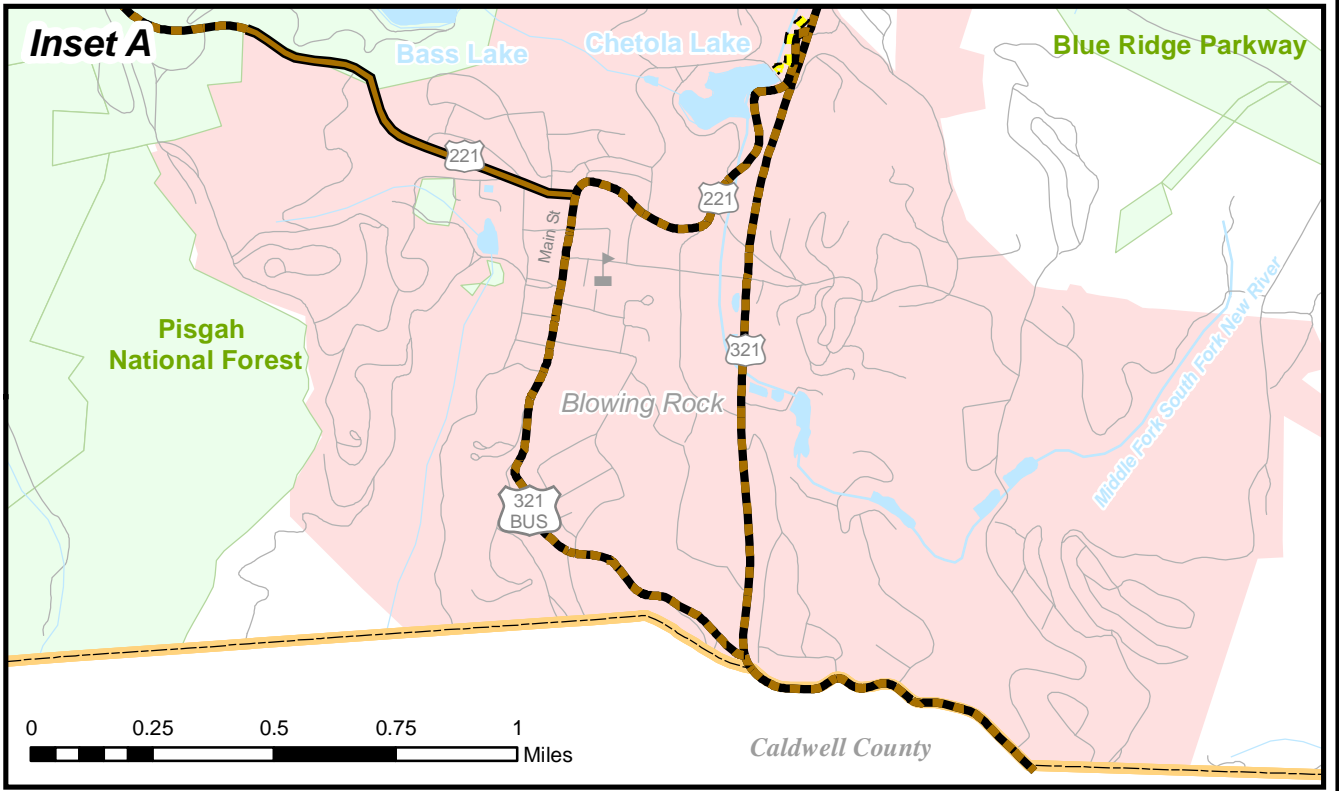
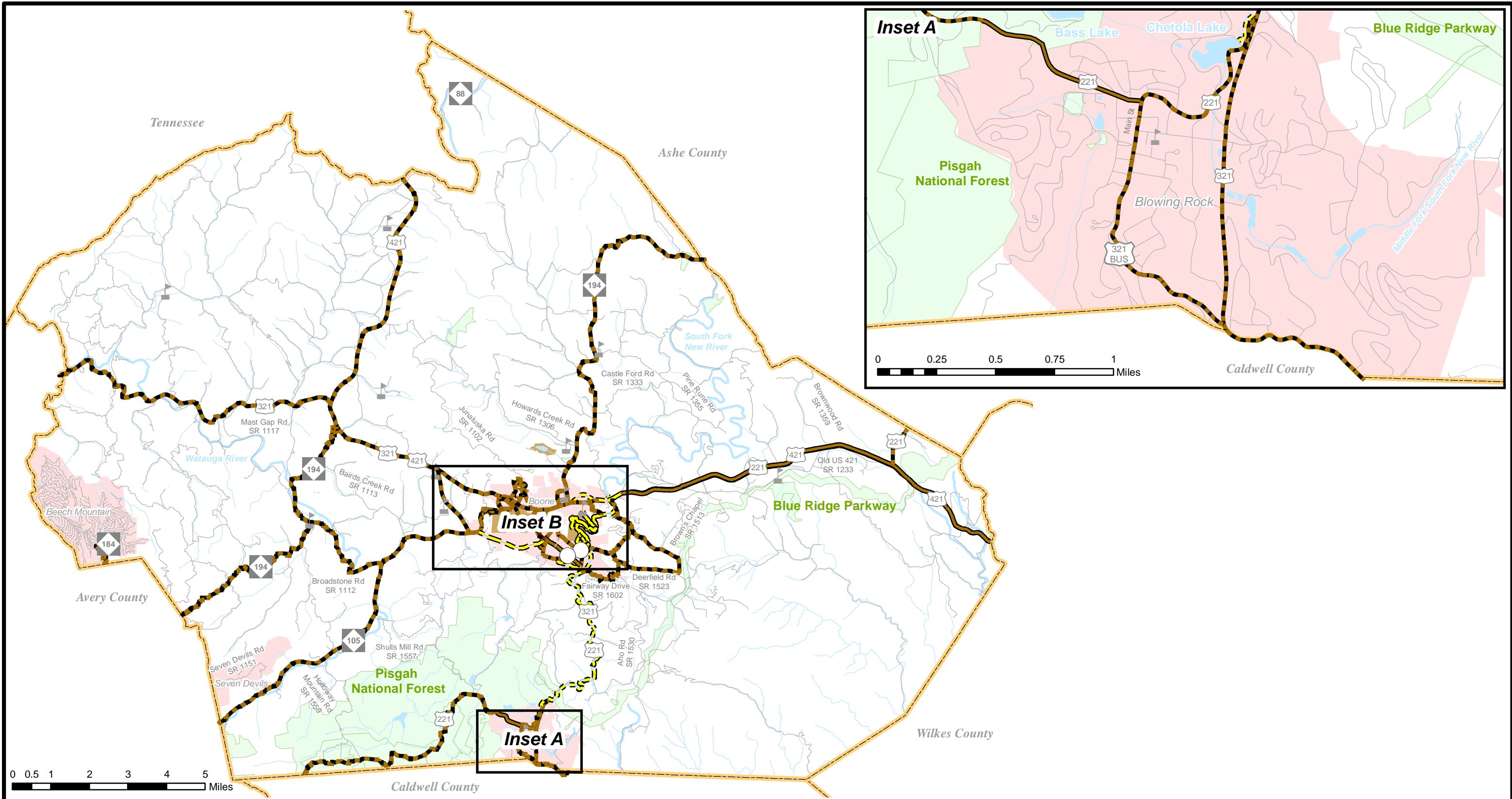
- Existing
- Needs Improvement
- Recommended

- Existing Interchange
- Proposed Interchange
- Existing Grade Separation
- Proposed Grade Separation



Sheet 2A of 5
 Base map date: October 4, 2010
 Refer to CTP document for more details

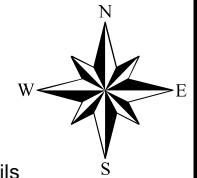
Highway Map
Inset B
Watauga County
DRAFT
Comprehensive
Transportation Plan
 Plan Date: Revised June 15, 2017



Legend

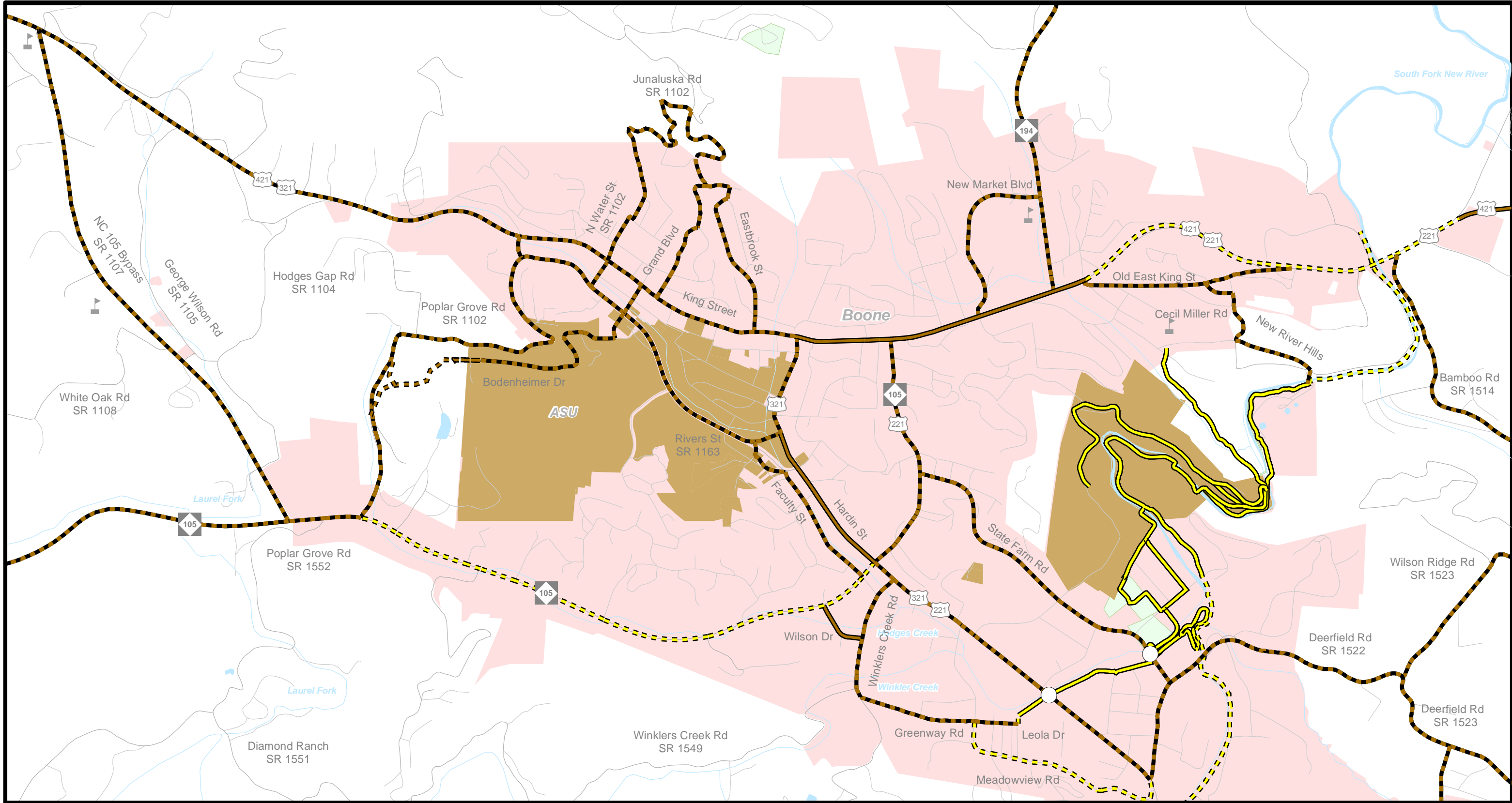
On Road		Off Road		Multi-Use Paths			
	Existing		Existing		Existing		Existing Interchange
	Needs Improvement		Needs Improvement		Needs Improvement		Proposed Interchange
	Recommended		Recommended		Recommended		Existing Grade Separation
							Proposed Grade Separation

Revisions reflect major recommendations in the Town of Boone Pedestrian and Bicycle Plan adopted April 24, 2014. See the Pedestrian and Bicycle Plan for all recommendations.



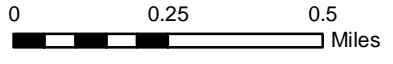
Sheet 4 of 5
Base map date: October 4, 2010
Refer to CTP document for more details

Bicycle Map
Watauga County
DRAFT
Comprehensive
Transportation Plan
 Plan Date: Revised June 15, 2017

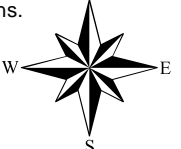


Legend

On Road		Off Road		Multi-Use Paths			
	Existing		Existing		Existing		Existing Interchange
	Needs Improvement		Needs Improvement		Needs Improvement		Proposed Interchange
	Recommended		Recommended		Recommended		Existing Grade Separation
							Proposed Grade Separation



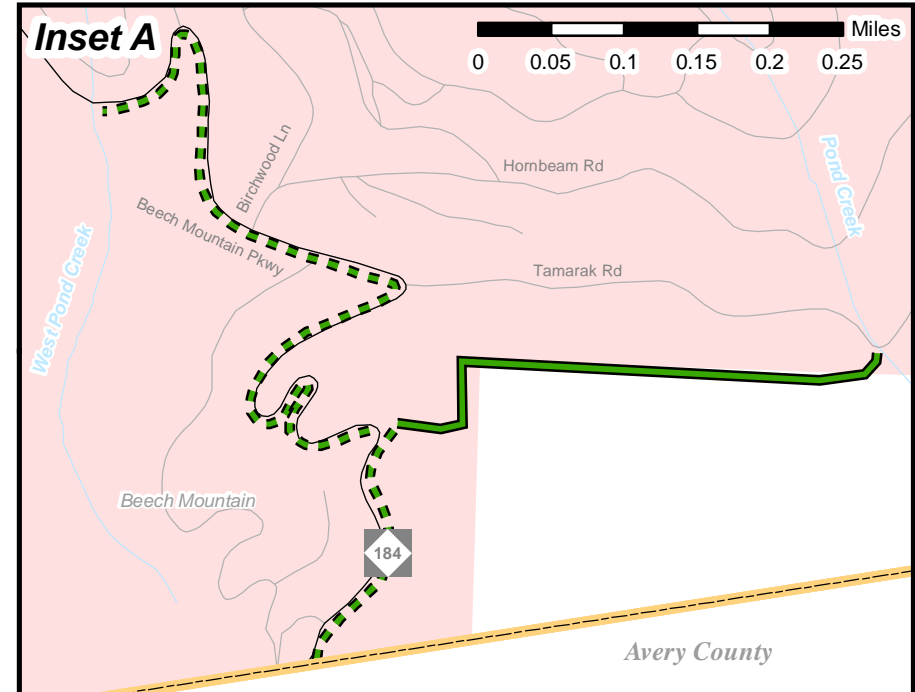
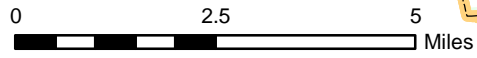
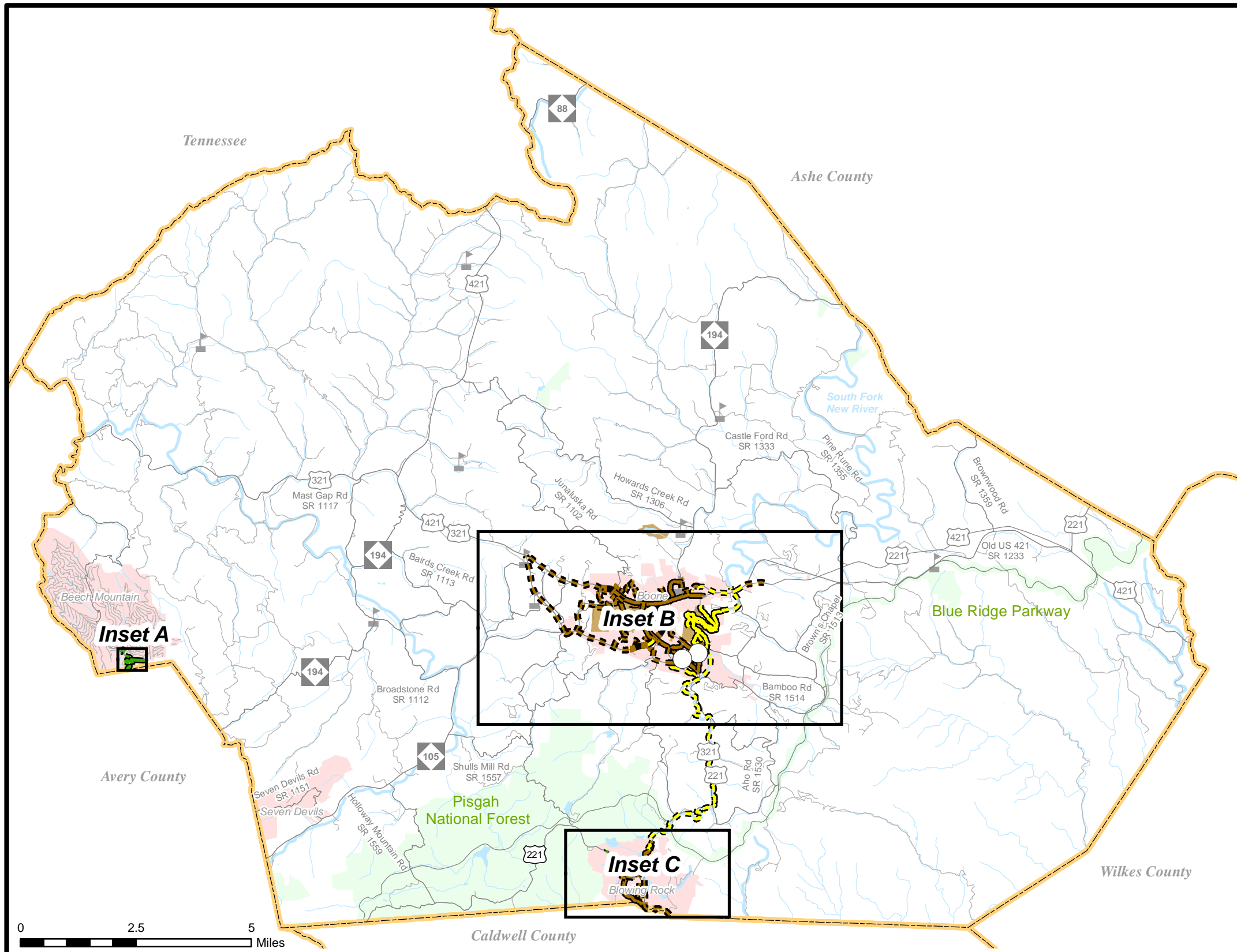
Revisions reflect major recommendations in the Town of Boone Pedestrian and Bicycle Plan adopted April 24, 2014. See the Pedestrian and Bicycle Plan for all recommendations.



Sheet 4A of 5
Base map date: October 4, 2010
Refer to CTP document for more details

Bicycle Map
Inset B
Watauga County
DRAFT
Comprehensive
Transportation Plan
 Plan Date: June 15, 2017

06/2017 BCC Meeting

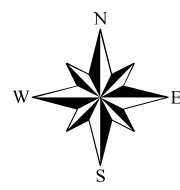


Legend

Sidewalks	Off Road	Multi-Use Paths	
Existing	Existing	Existing	Existing Interchange
Needs Improvement	Needs Improvement	Needs Improvement	Proposed Interchange
Recommended	Recommended	Recommended	Existing Grade Separation
			Proposed Grade Separation

Revisions reflect major recommendations in the Town of Boone Pedestrian and Bicycle Plan adopted April 24, 2014. See the Pedestrian and Bicycle Plan for all recommendations.

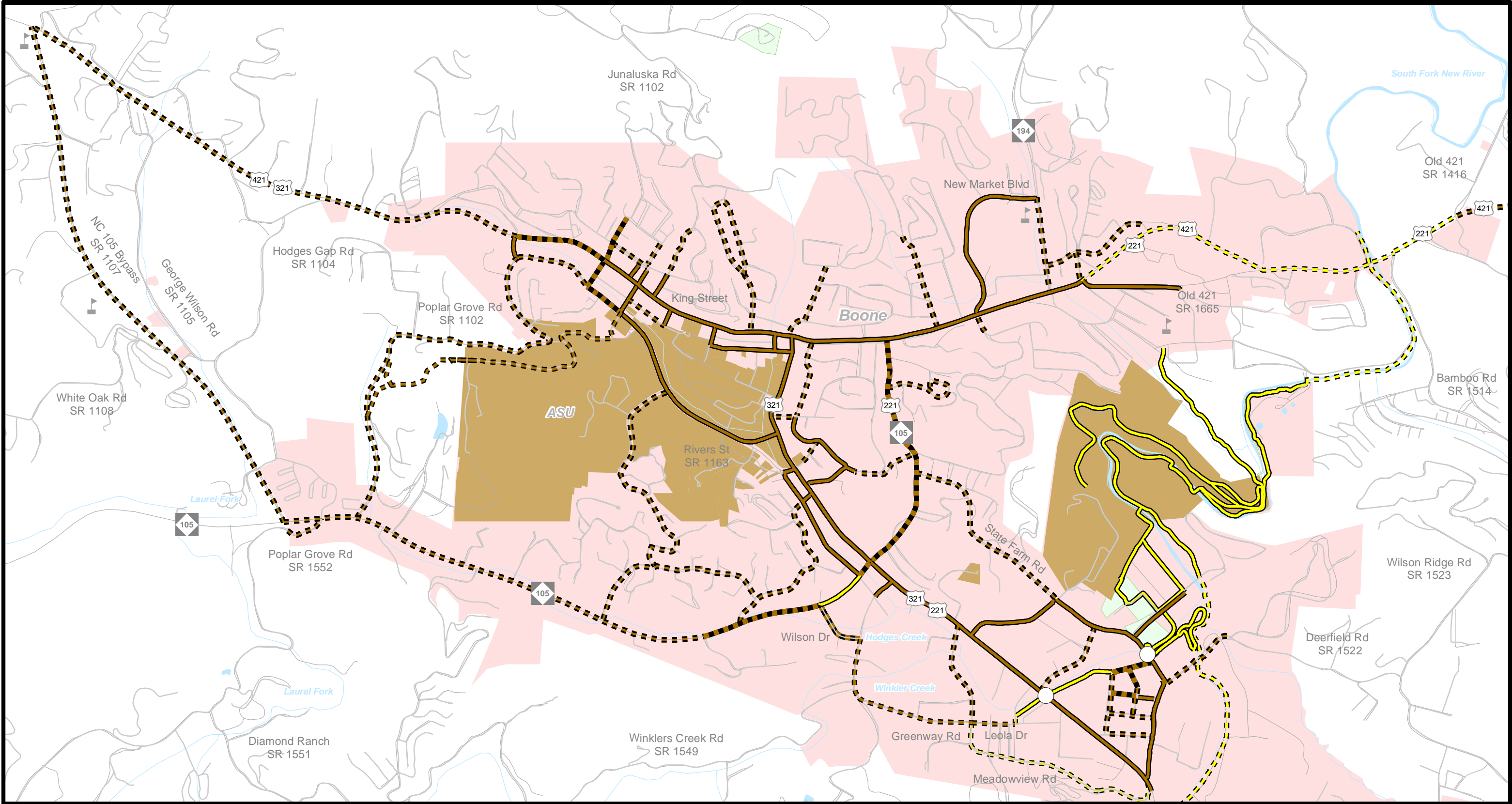
Sheet 5 of 5
Base map date: October 4, 2010
Refer to CTP document for more details



**Pedestrian Map
Watauga County**

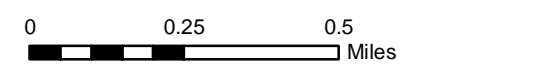
**Comprehensive
Transportation Plan**

Plan Date: Revised June 15, 2017



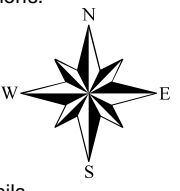
Legend

Sidewalk		Off Road		Multi-Use Paths			
	Existing		Existing		Existing		Existing Interchange
	Needs Improvement		Needs Improvement		Needs Improvement		Proposed Interchange
	Recommended		Recommended		Recommended		Existing Grade Separation
							Proposed Grade Separation



Revisions reflect major recommendations in the Town of Boone Pedestrian and Bicycle Plan adopted April 24, 2014. See the Pedestrian and Bicycle Plan for all recommendations.

Sheet 5A of 5
Base map date: October 4, 2010
Refer to CTP document for more details



Pedestrian Map
Inset B
Watauga County
DRAFT
Comprehensive
Transportation Plan
 Plan Date: Revised June 15, 2017

AGENDA ITEM 6:

REQUEST TO SET TRANSPORTATION PRIORITIES FOR THE HIGH COUNTRY RPO

MANAGER'S COMMENTS:

Mr. Joe Furman, Planning and Inspections Director, will request direction from the Board regarding selection of new transportation projects. Selection of projects must be submitted by July 7, 2017. The County may select four (4) projects and the Town of Boone one (1). The combined five (5) projects should be different projects as there is no benefit for dual support of projects.

Mr. Furman has provided several options for the Board to consider. Information will be available at your meeting as to the project selected by the Town of Boone.

Staff requests direction from the Board.



WATAUGA COUNTY

Department of
Planning & Inspections

331 Queen Street Suite A • Boone, North Carolina 28607

Phone (828) 265-8043

TTY 1-800-735-2962

Voice 1-800-735-8262

or 711

FAX (828) 265-8080

Memorandum

Date: June 12, 2017

To: Deron Geouque

From: Joe Furman, Director

RE: RPO solicitation of new transportation projects

We just received the RPO solicitation for new transportation projects, due July 7th (see attached). Projects that can be chosen include past projects that have dropped off the list due to poor ratings or lack of support, entirely new projects, and specific intersections. The County is able to choose 4 projects and the Town of Boone chooses 1; these should be 5 different projects as dual support of a project would waste a choice. I reviewed the information sent by the RPO, as well as the Comprehensive Transportation Plan and the current State Transportation Improvement Program, and it seems to me likely new **Boone** projects could be 1) Rivers Street upgrade, 2) the Boone Bypass, 3) Poplar Grove Road bypass, 4) any specific intersections the Town might choose. The **County** could consider 1) widening NC 194 from King Street to Howard's Creek Road, 2) widening 105 Bypass, 3) Boone Bypass, 4) Poplar Grove Road bypass, 5) specific intersections, 6) Middle Fork Greenway. And, of course, other projects which have not occurred to me. If intersections are to be considered, those that are within the bounds of other projects should not be chosen, such as Poplar Grove Road South/NC Hwy 105, or 105 Bypass/ US Hwy 421. Both of those intersections are included in larger committed projects. I checked with Craig Hughes who let me know that Appalcart has no request at this time. I do not know now what project the Town will choose, but will have that information by the June 20th Commissioners' meeting.

If the Middle Fork Greenway is chosen for submission, the County must provide a letter committing to 20% matching funds for the project. Since this solicitation is for the 2019-2029 STIP, the commitment could be for a project that is 10 or more years in the future. As has been the case in the past, the Middle Fork Greenway Association/Blue Ridge Conservancy would commit to providing that match if necessary. I propose for consideration Section 5 of the greenway, which will extend between Goldmine Branch Park on Niley Cook Road (the terminus of Section 4, which we hope to build soon pending the PARTF grant application) to the Town Limit at Fairway Drive. Section 5 would require the acquisition of very little, if any, land or easements since it appears to lie within NCDOT right of way. The current estimated cost of Section 5 is \$2.5 million; the 20% match would be \$500,000.

Brenda Lyerly
Chair of the Board

Johnny Riddle
Vice-Chair



Chris Jones
Secretary

Valerie Jaynes
Treasurer

468 New Market Blvd.
Boone, NC 28607

www.regiond.org

Voice: 800-735-8262

Phone: 828-265-5434
Fax: 828-265-5439

MEMORANDUM

TO: Mike James, Alleghany County Manager
Sam Yearick, Ashe County Manager
Phillip Barrier, Avery County Manager
Kathy Young, Mitchell County Manager
Deron Geouque, Watauga County Manager
John Yates, Wilkes County Manager
Nathan Bennett, Yancey County Manager
John Ward, Boone Town Manager

FROM: David Graham, Transportation Planner

SUBJECT: Solicitation of New Transportation Projects for the
2019-2029 State Transportation Improvement Program (STIP)

DATE: June 1, 2017

The High Country RPO utilizes a project prioritization system to produce a Priority Needs List of transportation projects for the High Country RPO region. The Priority Needs List is typically submitted to NCDOT every other year as the STIP is drafted. The first step in the project prioritization process and the development of the Priority Needs List is the solicitation of **new transportation projects** from each county and the Town of Boone. According to the High Country RPO project prioritization system, each county and the Town of Boone can submit up to the requisite number of **new projects within each mode** (highway, bicycle & pedestrian, transit, aviation, and rail) as follows:

- Alleghany County - 2 projects
- Ashe County - 4 projects
- Avery County - 3 projects
- Mitchell County - 2 projects
- Watauga County - 4 projects
- Wilkes County - 6 projects
- Yancey County - 3 projects
- Boone – 1 project

Please provide a detailed description of each new project (widen highway from/to, new van, extend runway, etc...).

Note: Projects identified as "Committed" or "Carry Over" projects on the attached list should not be submitted as a new project. "Holding Tank" projects identified on the attached list are eligible to be submitted as a new project.

Committed projects are defined as projects that are programmed for Right-of-Way or Construction in the first 5 years (2018-2022) in the Final 2018-2027 STIP.

Carryover projects are defined as projects that automatically carry over from the previous round of project prioritization (P4.0) for evaluation in the current round of project prioritization (P5.0).

Holding Tank projects are those projects that will be removed from the current round of project prioritization (P5.0) unless they are re-submitted as new projects.

If you wish to submit more new projects than allocated, you will need to remove a project from the "carryover" database (one in one out rule). Please note that removing projects does require agreement from the Division Engineer (as well as other MPO's/RPO's if the project crosses boundaries)

New Bicycle and Pedestrian Projects

Please note that in order for a bicycle and pedestrian project to be eligible, a cost estimate for the project must be provided and a commitment letter (on letterhead) for the 20% project match from the local government will be required with project submission.

Please submit to me by July 7, 2017 the designated modes and number of **new** projects in accordance with the schedule noted above that your jurisdiction would like have considered in the development of the Priority Needs List and the 2019-2029 STIP. *As individual municipalities (with the exception of the Town of Boone) will not be submitting projects to the RPO for consideration, the county requests should include both rural and urban projects. Therefore, I encourage all counties to discuss new projects with their respective municipalities prior to submittal of new projects.*

The next step in the project prioritization process will be the solicitation of Priority Projects with a supplemental overall project scores list beginning in early April of 2018 for local scoring and ranking.

I look forward to your new transportation projects submissions. Please call (828) 265-5434 ext. 135 or email dgraham@regiond.org if you have any questions or if you would like to set up a meeting.

Thank you.

Enclosure

cc: High Country RPO Rural Transportation Advisory Committee (RTAC) members
Shane Fox, Executive Director, High Country Council of Governments
Phil Trew, Planning Director, High Country Council of Governments
High Country Town Managers
Ronnie Tipton, Town of Burnsville
Eric Gustaveson, Town of Boone
Adam Stumb, Ashe County
Joe Furman, Watauga County

SPOT ID	Mode	TIP	Project Category	Route / Facility Name	From / Cross Street	To / Cross Street	Description	Specific Improvement Type	Statewide Mobility Total / Quantitative Score (Out of 100)	Regional Impact Total Score (Out of 100)	Division Needs Total Score (Out of 100)	County(s)	P5.0 Status
H141040	Highway		Regional Impact	US 221	NC 113		Construct roundabout.	10 - Improve Intersection	N/A	58.35	46.44	Alleghany	Holding Tank
A130275	Aviation	AV-5848	Division Needs	GEV - Ashe County			Phase I -Construct approx. 5,200 sy. apron adjacent to and immediately west of existing apron. This expansion will provide additional aircraft parking and tie-down space for both based and transient aircraft. Phase II - Construct approx. 9,100 sy apron expansion. Phase III - Construct approx. 13,500 sy apron expansion. These areas will be used to construct hangars and provide aircraft parking space to meet future demands. (includes Project Request Numbers: 2561/2566/2567)	1200 - Aircraft Apron / Helipad Requirements	N/A	N/A	81.98	Ashe	Committed
H090308	Highway	R-5832	Regional Impact	NC 88	NC 88	NC 194	Upgrade the Existing Facility to 24 Ft Shoulder Section and Improve Sight Distances and Also Add Turn Lanes at Key intersections with Claybank Road, Buffalo Road, and Through Warrensville.	16 - Modernize Roadway	N/A	63.95	75.83	Ashe	Committed
H150358	Highway	R-5833	Regional Impact	US 221 BUS(South Jefferson Avenue), NC 194	SR 1248 (Beaver Creek School Road)		Construct superstreet intersection	10 - Improve Intersection	N/A	62.85	72.85	Ashe	Carryover
H150440	Highway		Regional Impact	NC 194	US 221 Business (2nd Street)	NC 88	Modernize Roadway	16 - Modernize Roadway	N/A	22.28	17.45	Ashe	Holding Tank
T130097	Transit	TA-6674	Division Needs	Ashe County FY18 DR Elderly and Disabled			5310 Elderly and Disabled funds to purchase an Expansion Vehicle, Light Transit Vehicle which will be used to provide transportation to persons over 65 years of age and persons with a disability.	1 - Expansion Vehicle	N/A	N/A	83.98	Ashe	Committed
A130272	Aviation		Division Needs	7A8 - Avery County-Morrison Field			Construction of new terminal building with community hangar attached. Enhanced usage capabilities to attract EMS/ Fire/ LifeFlight, Police, and local community activities. (includes Project Request Numbers: 2906)	1315 - General Aviation Terminal Building: Construct Addition to Existing	N/A	N/A	24.60	Avery	Holding Tank
H090169	Highway	R-2811	Regional Impact	NC 184	NC 105	SR 1342 (Hickory Nut Gap Road)	NC 105 to Hickory Nut Gap Rd (SR 1342) in Banner Elk. Widen to Multi-Lanes.	1 - Widen Existing Roadway	N/A	65.32	52.65	Avery	Holding Tank
H141043	Highway		Regional Impact	NC 181	SR 1370 (Avery County High School Road)		Construct roundabout at the intersection of NC 181 and SR 1370 (Avery County High School Road).	10 - Improve Intersection	N/A	22.55	15.31	Avery	Holding Tank
H141976	Highway		Statewide Mobility	US 221 (Linville Falls Highway)	NC 194 (Miller's Gap Highway)		Construct roundabout	10 - Improve Intersection	33.67	27.20	18.81	Avery	Holding Tank
T130096	Transit		Division Needs	Avery County FY16 DR			ACT is requesting an LTV Expansion vehicle to provide increased service to residents of Avery County.	1 - Expansion Vehicle	N/A	N/A	34.57	Avery	Holding Tank
H090921-A	Highway	R-2566A	Statewide Mobility	NC 105	US 221	SR 1136 in Watauga County	Widen to Multi-Lanes.	1 - Widen Existing Roadway	48.38	69.99	55.25	Avery, Watauga	Carryover
H090164-C	Highway	R-2596C	Statewide Mobility	US 221	SR 1571 (English Road) in Mcdowell County	NC 194 in Avery County	Widen to Multi-Lanes	1 - Widen Existing Roadway	13.07	14.16	10.77	Mcdowell, Avery, Burke	Holding Tank

SPOT ID	Mode	TIP	Project Category	Route / Facility Name	From / Cross Street	To / Cross Street	Description	Specific Improvement Type	Statewide Mobility Total / Quantitative Score (Out of 100)	Regional Impact Total Score (Out of 100)	Division Needs Total Score (Out of 100)	County(s)	P5.0 Status
H090504	Highway	R-5804	Regional Impact	NC 226	Blue Ridge Parkway	SR 1274 (Summit Avenue)	Widen to 3 Lanes	1 - Widen Existing Roadway	N/A	64.63	N/A	Mitchell	Carryover
H090110-A	Highway	R-2520A	Statewide Mobility	US 19 (US 19E)	East of Spruce Pine in Mitchel County	SR 1106 (Mullin Hill Road) in Avery County	Widen to Multi-Lanes.	1 - Widen Existing Roadway	28.04	48.30	57.36	Mitchell, Avery	Carryover
H090163-A	Highway	R-2615A	Regional Impact	US 421	Tennessee Line	US 321-US 421 Junction Near Vilas	Tennessee Line to US 321-US 421 Junction near Vilas. Widen to Multi-Lanes.	1 - Widen Existing Roadway	N/A	28.13	21.92	Watauga	Carryover
H090163-B	Highway	R-2615	Statewide Mobility	US 321 , US 421	US 321-US 421 Junction Near Vilas	Proposed Boone Bypass (U-2703)	US 321-421 Junction near Vilas to Proposed Boone Bypass (U-2703). Widen to Multi-Lanes	1 - Widen Existing Roadway	52.32	73.42	N/A	Watauga	Committed
H090314	Highway	U-5867	Regional Impact	NC 194	US 421 (King Street)	SR 1306 (Howards Creek Rd)	Widen to 4 Lanes Curb and Gutter.	1 - Widen Existing Roadway	N/A	23.32	18.06	Watauga	Holding Tank
H090921-B	Highway	R-2566B	Statewide Mobility	NC 105	SR 1136 in Watauga County	SR 1107 in Boone	Widen to Multi-Lanes.	1 - Widen Existing Roadway	61.34	76.19	N/A	Watauga	Committed
H111016	Highway		Regional Impact	SR 1107 (105 Bypass Road), US 321 TRUCK, US 421 TRUCK	NC 105	US 421/321/NC194	Widen to Multi-Lanes with Bike Lanes. (4 Lanes W/Median and Bike Lanes)	1 - Widen Existing Roadway	N/A	59.16	47.70	Watauga	Holding Tank
H150284	Highway		Division Needs	SR 1163 (Rivers Street), SR 1102 (Poplar Grove Road), SR 1180 (Poplar Grove Connector)	US 321/421/NC 194 (King Street)	US 321 (Hardin Street)	Upgrade roadway with roundabouts	1 - Widen Existing Roadway	N/A	N/A	19.25	Watauga	Holding Tank
H150298	Highway	R-5830	Division Needs	SR 1522 (Deerfield Road)	State Farm Road	SR 1523 Wilson Ridge Road	Upgrade roadway.	16 - Modernize Roadway	N/A	N/A	77.77	Watauga	Committed
T130093	Transit	TA-6675	Division Needs	Boone State Farm FY 17 Exp Veh			To increase frequency on the State Farm Shuttle Route from 30 minutes to 15 and to double the capacity for passengers by adding a second bus on the route during peak hours during the August to May School year. Service would need to be extended through the summer as well once the new apartments are opened.	1 - Expansion Vehicle	N/A	N/A	80.73	Watauga	Committed
A130280	Aviation		Division Needs	UKF - Wilkes County			Phase I - paving two taxilanes for a 10 bay T-hangar building on a previously prepared area and the construction of a 10 bay T-hangar building. Phase II - paving one taxilane for a proposed 10 bay T-hangar building on the north hangar development area and the construction of a 10 bay T-hangar building. Phase includes paving a connector taxiway, one taxilane and construction of a 20 bay T-hangar building on the north hangar development area. (includes Project Request Numbers: 2301/2309/2313)	1900 - Hangars	N/A	N/A	17.64	Wilkes	Holding Tank
H090048	Highway	R-0616	Regional Impact	New Route - Wilkesboro-North Wilkesboro Bypass	NC 18	US 421	NC 18 to US 421. Multi-Lanes, Part on New Location.	5 - Construct Roadway on New Location	N/A	65.89	70.34	Wilkes	Carryover
H090059-B	Highway	R-2207B	Regional Impact	NC 16	US 421	Ashe County Line	US 421 to Ashe County Line. Upgrade Two Lanes and Add Climbing Lanes. Section B: US 421 to SR 1617 (Indian Hill Road) and North of SR 1431 (Camden Drive) to Ashe County Line.	16 - Modernize Roadway	N/A	30.95	23.19	Wilkes	Holding Tank
H090173	Highway	R-3309	Regional Impact	NC 268	SR 1966 in Wilkes County	Elkin Bypass	SR 1966 in Wilkes County (R-2603) to Elkin Bypass (R-2604). Upgrade Two Lanes.	16 - Modernize Roadway	N/A	31.27	23.94	Wilkes	Holding Tank

SPOT ID	Mode	TIP	Project Category	Route / Facility Name	From / Cross Street	To / Cross Street	Description	Specific Improvement Type	Statewide Mobility Total / Quantitative Score (Out of 100)	Regional Impact Total Score (Out of 100)	Division Needs Total Score (Out of 100)	County(s)	P5.0 Status
H090193	Highway		Division Needs	New Route	US 421	NC 268	Construct new facility, part on new location.	6 - Widen Existing Roadway and Construct Part on New Location	N/A	N/A	22.64	Wilkes	Holding Tank
H090646	Highway	R-5772	Division Needs	SR 1001 (Oakwoods Road)	US 421	NC 268 (East Main Street)	Upgrade the Existing 2 Lane Roadway. See Fs-0711B.	1 - Widen Existing Roadway	N/A	N/A	60.54	Wilkes	Committed
H140146	Highway		Division Needs	SR 1304 (Boone Trail Road)	SR 1372 (Curtis Bridge Road)	US 421 Business (D Street)	Build to current NCDOT standards	16 - Modernize Roadway	N/A	N/A	19.27	Wilkes	Holding Tank
H140226	Highway	R-5759	Regional Impact	NC 115	From US 421	to 2nd Street	Add center turn lane, widen shoulders, include sidewalks and bike lanes	1 - Widen Existing Roadway	N/A	57.25	65.17	Wilkes	Committed
H150281	Highway		Division Needs	SR 1002 (Traphill Road)	SR 1713 (Yellowbanks Road)		Construct roundabout.	10 - Improve Intersection	N/A	N/A	18.71	Wilkes	Holding Tank
H150294	Highway		Regional Impact	NC 16	US 421	SR 1317 (Pleasant Home Church Road)/SR 1347 (Charity Church Road)	Widen to four-lane divided facility.	1 - Widen Existing Roadway	N/A	64.71	25.32	Wilkes	Holding Tank
H150297	Highway		Regional Impact	NC 115 (Statesville Road)	SR 2340 (Fishing Creek Road)	US 421	Upgrade roadway.	16 - Modernize Roadway	N/A	33.67	25.65	Wilkes	Holding Tank
H090715	Highway		Regional Impact	US 21	SR 1100 (Oklahoma Road)	SR 1900 (Old Railroad Grade Road)	Upgrade Existing Facility to 24 Ft Shoulder Section.	16 - Modernize Roadway	N/A	31.68	37.43	Wilkes, Alleghany	Holding Tank
H090645	Highway		Regional Impact	US 19 (US 19W)	US 19E	Tennessee State Line	Upgrade the Existing Facility to 24 Ft Shoulder Section. (Mountainous Area)	16 - Modernize Roadway	N/A	13.41	10.36	Yancey	Holding Tank

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AGENDA ITEM 7:

BID AWARD FOR WEST ANNEX ROOF

MANAGER'S COMMENTS:

Mr. Robert Marsh, Maintenance Director, will request the Board accept the bid from Southern Metal to replace the roof at the West Annex facility. MRC, the County's roofing consultant, has reviewed the bid and deemed Southern Metal qualified and the lowest responsive bidder in the amount of \$233,000. The bid is approximately \$33,000 over the original estimate due to the increase in metal costs. However, funds have been identified within the Maintenance Department budget to cover the increase.

Staff recommends the Board award the contract to Southern Metal in the amount of \$233,000 for the roof replacement at the West Annex facility.

Board action is required.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

969 West King St., Boone, NC 28607 - Phone (828) 264-1430
Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director *RM*

DATE: June 13, 2017

RE: West Annex Metal Roof Retrofit

BACKGROUND

The West Annex is constructed with a flat roof covered with a membrane-type of roofing system. Over the years this roof has been a source of leaking rain water. Currently, the roof has severe deterioration and is in need of replacement. Metal Roof Consultants, the county's roof consultant, completed plans in May for a sloped, standing-seam, metal roof with new insulation, and bids were recently obtained for the project. In addition, the HVAC units will be replaced as part of the project.

BID SUMMARY

<u>BIDDER</u>	<u>BASE BID</u>
LaFave's Construction	\$243,000
Triangle Roofing	\$244,630
Southern Metal	\$233,000

RECOMMENDATION

Staff recommends the low bidder, Southern Metal Systems, with a low bid of \$233,000. Southern Metal Systems maintains a NC Unlimited Builders license. The project is scheduled to begin in July and will be completed in November 2017.

FISCAL IMPACT

There are funds available in FY 16-17 to cover the cost of this work.

Bid Tabulation

Watauga County

Bid Date - 6/7/17

W. Annex Metal Retrofit Roof w/ HVAC replacement

<u>Bidder</u>	<u>Bid Security</u>	<u>Addendum</u> <u>1</u>	<u>MBP Form</u>	<u>Base Bid</u>
LaFave's Const.	N/A	Yes	Yes	\$243,000.00
Triangle Roofing	N/A	Yes	Yes	\$244,630.00
Southern Metal	N/A	Yes	Yes	\$233,000.00

Recommendation to Contract:

Based on the above received bids for this project, MRC states that the low bidder, Southern Metal Systems, is qualified to perform the work required by the bid documents and, therefore, recommends that they be awarded this contract.

Date: 6/12/2017

Signature: *Charles R. Howard*
Charles R. Howard, PE
President
Metal Roof Consultants, Inc.

TECHNICAL SPECIFICATIONS

West Annex Metal Retrofit Roof

Boone, NC

Watauga County Government

FORM OF PROPOSAL

Project: West Annex Metal Retrofit Roof

Institution: Watauga County Government

Bidder: Southern Metal Systems

Date: 6-7-2017

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with the Watauga County Government in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the W. Annex metal retrofit roof in full in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the Watauga County Government with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents, for the sum of:

SINGLE PRIME CONTRACT:

Base Bid: Two hundred thirty three thousand Dollars (\$) 233,000.00

General Subcontractor: SMS Lic 41319

Plumbing Subcontractor: Lic

Mechanical Subcontractor: Hickory Sheet metal Lic 2878

Electrical Subcontractor: Lic

The bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the designer and shall fully complete all work thereunder within the time specified in the General Conditions.

MINORITY BUSINESS PARTICIPATION REQUIREMENTS:

Provide with the bid - The undersigned bidder shall identify on its bid the minority businesses that it will use on the project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (Affidavit A) made to solicit participation

TECHNICAL SPECIFICATIONS

West Annex Metal Retrofit Roof

Boone, NC

Watauga County Government

Note: A contractor that performs all of the work with its own workforce may submit an Affidavit (B) to that effect in lieu of the affidavit (A) required above.

After the bid opening - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort;

Or

Affidavit (D) of its good faith effort to meet the goal. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

Note: Bidders must submit with their bid the Identification of Minority Business Participation list and Affidavit A or Affidavit B as applicable. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder may be grounds for rejection of the bid.

Proposal Signature Page

Respectfully submitted this day of June 7, 2017

Southern Metal Systems

(Name of firm or corporation making bid)

WITNESS:

By:

Title

By: [Signature] VP

(Proprietorship or Partnership)

(Owner/Partner/Pres./V.Pres)

Address 6389 Appedwhite Rd Wendell NC

Telephone 919 366-2023

License No. 41319

Federal I.D. No. 56-2033890

ATTEST:

By:

Title:

Asst. Sec.

(Corp. Sec. or Asst. Sec. only)



Addendum received and used in computing bid:

Addendum No. 1 [checked] Addendum No. 2 [checked] Addendum No. 5 Addendum No. 6

TECHNICAL SPECIFICATIONS
West Annex Metal Retrofit Roof
Boone, NC
Watauga County Government

Appendix A
EXECUTION OF DEBARMENT AND SUSPENSION CERTIFICATION

- (A) The person executing the bid, on behalf of the Bidder, certifies, to the best of his knowledge or belief, that neither he, nor any principals of the organization (officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within the organization, such as general manager, plant manager, head of subsidiary, division, or business segment, and similar positions) has been suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts supported by Federal Funds.
- (B) Furthermore, the person executing this bid certifies that, within a three year period preceding this offer, no principal of the organization has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) contract or subcontract; violation of Federal, State, or Local antitrust statutes relating to the submission of offers; or commission of embezzlement , theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offences enumerated above.
- (C) In addition, the Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or Local agency.

Making a false, fictitious, or fraudulent certification may render the person executing this bid subject to prosecution under section 1001, Title 18, United States Code. The Bidder shall provide immediate written notice to the Owner's Representative if, at any time prior to contract award, the Bidder learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. A certification that any of the items listed above exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the Owner's Representative may render the Bidder non-responsible. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required. The Knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Owner's Representative may terminate the contract resulting from this solicitation for default.

See signatures on next page

TECHNICAL SPECIFICATIONS

West Annex Metal Retrofit Roof

Boone, NC

Watauga County Government

Witness:

Southern Metal Systems

Contractor: (Trade or Corporate Name)

(Proprietorship or Partnership)

By:

Rg Blk

Name:

Roger Baker

(Printed or Typed)

Attest: (Corporation)

Title:

VP

(Owner, Partner, or Corp. President
Vice President only)

By:

[Signature]

Name:

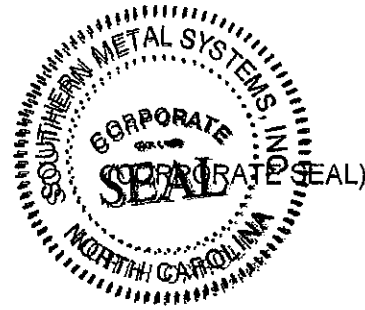
Donnie P. Baker

(Printed or Typed)

Title:

Asst. Sec.

(Corp. Sec. or Asst. Sec. only)



Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Johnston

Affidavit of Southern Metal Systems (Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

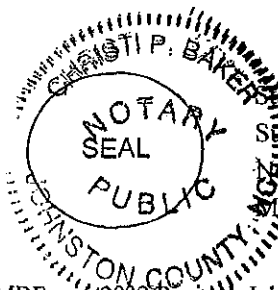
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 – (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 – (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 6-7-17 Name of Authorized Officer: Roger Baker
 Signature: [Signature]
 Title: VPO



State of North Carolina, County of Johnston
 Subscribed and sworn to before me this 7th day of June, 2017
 Notary Public Christi P. Baker
 My commission expires August 28, 2017

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AGENDA ITEM 8:

BUDGET AMENDMENTS

MANAGER'S COMMENTS:

Ms. Margaret Pierce, Finance Director, will review budget amendments as included in your packet.

Board approval is requested.



WATAUGA COUNTY

FINANCE OFFICE

814 West King St., Suite 216, Boone, NC 28607 Phone (828) 265-8007

MEMORANDUM

TO: Deron T. Geouque, County Manager
FROM: Margaret Pierce, Finance Director
SUBJECT: Budget Amendments - FY 2016/17
DATE: June 12, 2017

The following budget amendments require the approval of the Watauga County Board of Commissioners. Board approval is requested.

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
293270 312009	Occupancy Tax Revenues		325,000
294140 469900	Watauga County Dist U TDA	321,750	
294140 449900	Administrative Collection Fee	3,250	

To recognize additional projected occupancy tax revenues above original budget.

103300 349909	NC Lottery Funds		60,000
105911 470028	Phone and Intercom System-Bethel	60,000	

To allocate funds for a lottery project as approved by NC DPI.

104199 499100	Admin Contingency		25,000
105890 463153	Veterans' Memorial Fund	25,000	

Per Board action 6-6-17; to allocate funds for the Watauga County Veterans' Memorial Fund.

103980 398121	Transfer from Capital Projects Fund		50,000
105911 470022	WHS Batting Facility	50,000	
213991 399101	Fund Balance Appropriation		50,000
219800 498010	Transfer to General Fund	50,000	

To allocate funds from CIP set aside funds for the batting facility as requested by the Watauga County School System.

109800 498021	Transfer to Capital Projects Fund	228,688	
105911 499100	COLA Contingency for WCS		228,688
213980 398100	Transfer from General Fund		228,688
219930 459122	Watauga County CIP	228,688	

To transfer funds to the School CIP per Board action 6-6-17.

243102 312107	Cove Creek Special Fire Revenue		15,500
244340 469907	Cove Creek Special Fire District	15,500	

To recognize additional projected fire tax revenues above original budget.

103200 326600	ABC Bottle Tax		1,000
105890 469848	Mediation and Resorative Justice	1,000	

To recognize additional projected ABC bottle tax revenues above original budget.

AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Architect Contract for Recreation/Community Center

MANAGER'S COMMENTS:

At the June 6, 2017 meeting, the Board accepted the recommendation from the Recreation/Community Center Committee to hire Clark Nexsen for architectural services for the recreation/community center. The motion was made and accepted contingent upon successful negotiation of a contract and County Attorney review and approval.

Staff has negotiated and reviewed the contract from Clark Nexsen and would recommend approval contingent upon County Attorney approval.

Board action is requested.



June 14, 2017

Watauga County Manager
814 West King Street
Suite 205
Boone, NC 28607

Attn: Mr. Deron Geouque
County Manager

RE: WATAUGA COMMUNITY AND RECREATION CENTER

Dear Deron,

We are pleased to submit our proposal for the detailed design associated with the Community Center. Looking forward the opportunities are exciting and will be a beautiful addition to Watauga County. The project will be sited just off Hunting Hills Road and State Farm Road. The goal for the project is to include two gyms, a leisure pool with amenities, a dedicated competition pool and amenities associated with the those primary components. The total project budget, including hard and soft costs, is \$30,000,000. Construction budget and contingency is \$26,033,300. Final building program and features will be developed during the first month of the project.

SCOPE OF DESIGN AND PROJECT ADMINISTRATION SERVICES

The scope of services defines the professional design services to be provided by Clark Nexsen related to Architectural and engineering to meet the requirements of Watauga County Government for the project.

SCHEMATIC DESIGN (SD)

Clark Nexsen will provide consultation related to establishment of site characteristics that have ramifications on the project quality, schedule, or budget, such as building configuration and utility coordination issues. During this Schematic Design phase, Clark Nexsen will incorporate available information from the programming documentation and other required code resources to produce a conceptual design; including preliminary site plans, floor plans, exterior building elevations, preliminary life-cycle cost analysis of proposed building systems, selections of major building systems and proposed building materials for this project.

Engineering services during the SD phase will include the conceptual building system selections and calculations reflecting the infrastructure needed to support the building program as defined in the Advance Planning documentation. The site engineering will include efforts on the overall site design, site layout, paving, limited on-site driveways, building loading yard, storm drainage network, storm water management, preliminary grading, erosion control, and utilities. The schematic design will include narrative description



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Asheville, NC 28801
clarknexsen.com

CLARK NEXSEN

for all major building systems for the purpose of soliciting review comments by the County. Clark Nexsen will also provide a statement of probable cost presented in CSI division format. Our proposal includes services to reconcile the statement of probable cost with the construction budget established by the Construction Manager (CM).

The Clark Nexsen team will organize, participate in and complete the following activities and deliverables during the SD phase to help facilitate and advance the overall design of the project:

- a. Prepare the design concepts in accordance with the current editions of the North Carolina Building Code, Town of Boone Zoning Ordinances, and FEMA regulations for flood plains. Preliminary Building Code information including but not limited to occupancy group, construction type, building height, number of stories, floor area, and sprinkler protection will be included as part of the analysis.
- b. Prepare a preliminary evaluation and provide data for sustainable design opportunities on the project:
 - i. The Clark Nexsen team will prepare a baseline energy simulation model to establish a base building that both meets the ASHRAE 90.1 2004 baseline building and is NC Code compliant. Base building characteristics that are to be used for an hourly energy performance simulation model will be based on specific building geometry.
 - ii. The team will investigate energy strategies for the building envelope, lighting and lighting controls, HVAC systems and controls and heating hot water systems.
- c. The team will prepare a scaled site plan showing the location and size of the project in relation to the existing campus context including, buildings, roads, walkways, parking and existing utility services. Importance shall be placed on early determination of the adequacy and availability of all existing utility services. The team will review as-built drawings and new survey information related to the project site.
- d. Coordinate with the selected geotechnical engineer related to the building footprint, loads and anticipated geotechnical information needed.
- e. Provide preliminary list of permits and approvals required for site / civil improvements and site related construction activities, along with anticipated schedule for acquiring permits and approvals.
- f. Prepare (1) preliminary SD opinion of probable cost.
- g. Participate in and prepare presentation materials for one (1) Board of Commissioners meeting.
- h. Provide a written response to the any review comments prepared by the County
- i. Create two (2) renderings of the building. Views shall be selected by the Architect and Owner.

DESIGN DEVELOPMENT (DD)

In parallel with the County review of the SD submittal, Clark Nexsen will proceed to the Design Development phase. The Design Development will refine the design and will include site plans, floor plans, exterior building elevations, schedules, building sections, wall sections, typical details, major engineering systems and building materials, outline specifications and other required documentation as further defined



below. During this phase, Clark Nexsen will further refine and develop engineering services to include the design development of building and utility systems, site layout, detailed grading, on-site erosion control, on-site utilities, on-site paving and on-site roadways / driveways. This design will be presented through drawings and outline specifications. Our proposal includes services to reconcile the statement of probable cost with the construction budget established by the CM.

The Clark Nexsen team will organize, participate in and complete the following activities and deliverables during the DD phase to help facilitate and advance the overall design of the project:

- a. Attend monthly issue-oriented meetings with the County to coordinate the design development documents. This will include meetings with the Recreation and County staff.
- b. Clark Nexsen will prepare further developed floor plans, life safety plans, fire resistant construction plans, scaled architectural site plans, proposed exterior building elevations, proposed building sections, proposed roof plans, proposed wall sections, proposed reflected ceiling plans, building sections, enlarged details, room finish schedule and door schedule as appropriate to reflect the overall DD effort for the project.
- c. The Civil drawings will include plans showing proposed grading, benchmarks, site drainage and sedimentation control; utility infrastructure, roads, parking, adjacent structures and site data as furnished on previous submittals.
- d. Structural drawings will be developed and will reflect the allowable soil bearing pressures and live loads used in the design. The team will provide a foundation plan showing the basic elements of the foundation. The team will provide floor and roof framing plans showing size, spacing and type of primary members, including locations of shear walls and/or bracing with such additional details and information to describe the method of lateral load resistance.
- e. The mechanical drawings will include the following: layout of mechanical rooms with equipment clearances, major HVAC equipment rooms and the basic layout of the heating, ventilating and air conditioning distribution system, a diagram of the temperature control systems; schematic diagram of air, hot water and/or steam systems, chilled water and condenser water systems. Rated walls shall be shown on all plans.
- f. The plumbing drawings will include the general development of the process and domestic water systems. The drawings will show source of water supply and waste disposal termination; water distribution and waste collection plan diagrams, including fixtures.
- g. The electrical drawings will include the following: basic electrical service equipment and its location to include the electrical power distribution components, primary service switches, transformers, emergency generators, main switchgear, motor control centers, and the locations of the electrical and telecommunication rooms. We will provide single line diagrams of the power distribution systems including primary, secondary and emergency power. We will provide similar diagrams for fire alarm, telecommunications, security and all other systems included in the electrical scope of work. The team will provide an estimated load summary in KVA rating, the connected load, the demand load and the DF are required with this submittal. The electrical floor



- plans shall show the basic layout of the lighting, emergency lighting, power receptacles, smoke and heat detectors, data/telecommunications outlets or other systems in the project.
- h. The fire protection drawings will reflect compliance with NFPA 13, 14, 20, and 24, the Fire Code, the Building Code, and applicable Guidelines. The drawings will indicate the location of all valves, mains, drains and FDC locations. The plans will clearly indicate that the fire protection scope of work begins 12" above the finish floor. Sprinkler Design Data Summary shall include the following: Project name and address, total building height in feet, type of system, hazard classification, design data, design density, hose allowance, and water supply information. The documents will include fire protection equipment locations with schedule, and indicate electrical demands. The piping schematic will include all valves flow and tamper switch locations from point of municipal connection to further valve system. Remaining portions of the system shall be in the design/build format, as is typical for NC projects.
 - i. Revise project design information for the sustainable design measures to meet established sustainable goals for the project.
 - i. The Clark Nexsen team will prepare the final baseline energy simulation model to establish a base building that both meets the ASHRAE 90.1 2004 baseline building and is NC Code compliant.
 - ii. The team will continue to investigate energy strategies for the building envelope, lighting and lighting controls, HVAC systems and controls and heating hot water systems. These will be evaluated in collaboration with the County's desire to explore Smart Building technologies.
 - j. Reconcile budget with the CMR.
 - k. Prepare and outline specification with brief descriptions of building systems and materials in CSI Master Format division and numbering.
 - l. Provide a written response to the review comments prepared by the County.

CONSTRUCTION DOCUMENTS (CD)

Upon approval of the above submittal by the County, Clark Nexsen will prepare design drawings and MASTER SPEC formatted specifications, in accordance with the requirements set forth in the NC building codes, for use in construction of the project. This set of documents will also be used by the CM to obtain necessary approvals and permits from appropriate regulatory agencies having jurisdiction. Our proposal includes services to reconcile the statement of probable cost with the construction estimate established by the selected CM. We will submit a complete Construction Documents package to the County and all local and state jurisdictions for their review and approval.

The Clark Nexsen team will organize, participate in and complete the following activities and deliverables during the CD phase to help facilitate and advance the overall design of the project:

- a. Participate in two (2) review meetings.
- b. The Construction Documents will set forth, in detail, the requirements for the Project, including drawings and specifications. Clark Nexsen will work with the County, user groups and the CM in generating the Construction Documents and the implementation of systems. The specifications



- will be developed in CSI format and will meet the specific documentation requirements for the project.
- c. Prepare the CD submittal in accordance with the current editions of the North Carolina Building Code.
 - d. Prepare early building site/structural design package for review and bidding.
 - e. Prepare a specification for interior building signage and fire exiting plans to be supplied by the contractor.
 - f. Provide a written response to the review comments prepared by the County
 - g. Provide suggestions of value engineering alternatives required to meet the budget.

BIDDING SUPPORT

The project will be delivered by Construction Manager at Risk (CMR) delivery method. Clark Nexsen will assist the owner in solicitation, review of proposals, interview of the potential CMR and review of the final contract for the CMR. Our services are based on full participation of the Construction Manager from the Schematic Design Phase through Close Out in managing the construction budget and advising on constructability and phasing issues. We will assist the CMR in bidding. We will assist the CMR and the Owner in arriving at a design that brings the owner's budget and the GMP in line prior to the early packages and building package bidding.

The team shall prepare responses to questions from prospective bidders for each of the bid packages and provide clarifications and interpretations of the Bidding Documents to the CMR for distribution to all prospective bidders in the form of addenda. The Architect shall attend pre-bid meetings arranged by the CMR. The Architect shall attend the opening of the bids arranged by the CMR and assist the County in the selection of any potential alternates that may be proposed for this project.

CONSTRUCTION ADMINISTRATION

Clark Nexsen will monitor and review the quality and acceptability of construction in accordance with the requirements set forth in the contract documents. Our scope of services for this task includes:

- We will assist the CMR in arranging, attend, and participate in a pre-construction conference to include the CMR, subcontractors, the Owner, and consultants to review the requirements of the project and to coordinate activities for all construction. We will send copies of the minutes of this conference to all parties in attendance and to other interested parties.
- We will attend and participate in a regularly scheduled monthly Construction meeting, to be held at the job site and conducted by Clark Nexsen and the CMR to effect coordination, cooperation, and assistance in maintaining progress of the project on schedule, in order to complete the project within the contract time.
- We will attend and participate in a regularly scheduled bi-weekly progress meeting to be held at the job site and conducted by the CMR.
- We will provide written copies of monthly construction progress reports to the County
- We will visit the site at intervals appropriate to the stage of the CMR's operations, or as otherwise agreed by the Owner and the Architect. In general, we have based our fee on field observation as needed by the requirements of the project, but no more than two visits per month by a



- representative from Clark Nexsen. Included as part of our basic services is the preparation of a written report documenting field observations, field issues and conditions, items needing correction, and other similar issues normally associated with construction observation.
- Upon notification from the contractor that the project is complete, we will make a preliminary final inspection of the project to verify substantial completion and prepare a list of discrepancies (punch list) for the contractor. Upon notification by the contractor that the discrepancies have been completed, we shall perform a formal final inspection.
 - We will review and certify the amounts due the CMR and approve Certificates for Payment in such amounts.
 - We will review and approve or take other appropriate action regarding the CMR'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.
 - We will respond to the CMR's requests within the following timeframes:
 - RFIs: Seven (7) calendar days.
 - Proposed Change Order Review: Fourteen (14) calendar days.
 - Product Submittals and Shop Drawings: Fourteen (14) calendar days. For certain submittals, such as Building Automation Controls, Load Bearing Steel and Coordination Drawings, additional review time may be required; these time frames will be listed specifically in the specifications for bid.
 - Payment Applications: Five (5) calendar days.
 - We will prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents.
 - We will review properly prepared, timely requests by the Owner or CMR for changes in the Work, including adjustments to the Contract Sum or Contract Time.
 - We will conduct field visits to determine the date or dates of Project Acceptance. We will receive from the CMR and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the CMR, and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
 - Based on the current project schedule, we will provide contract administrative services for a maximum of 16 months.
 - Design and Contract Administration Services beyond the following limits shall be provided as additional services:
 - Up to two reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
 - Up to two 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.
 - Up to two inspections for any portion of the Work to determine Project Acceptance.

CLOSE OUT SERVICES



- We will transmit one (1) set of approved shop drawings and a copy of official shop drawing log to the Project Manager when returning to the owner.
- Record Drawings: We will prepare record drawings using as-built drawings provided by the CMR. We will provide one electronic copy on a disc to the Owner.

GENERAL PROJECT ADMINISTRATION SERVICES

In general, project administration services include consultation with the Owner, research of applicable design criteria, attendance at Project meetings, and communication with members of the Project team and issuing progress documentation. Also included is:

- Coordinating the services provided by Clark Nexsen and our consultants with those services provided by the Owner and the Owner's consultants.
- Preparing and periodically updating the design Project schedule that identifies milestone dates for decisions required of the County, design services furnished by Clark Nexsen, completion of documentation, and commencement of construction.
- Assisting the County in connection with their responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

SCHEDULE

Clark Nexsen agrees to provide the above listed services according to the mutually agreed upon project schedule. This schedule is dependent on the approval of each submission by the Client and that such approvals are made in a timely manner so as not to delay the agreed upon schedule. It is also dependent on prompt receipt of information and direction from County. Changes to such information and direction may cause delays in the completion of our services.. We agree to provide services in the most expeditious manner as is practical. The project services will begin upon receipt of written authorization from County to proceed. Please note that we will coordinate our site visits to allow for periodic review of the project status with the Commissioners. In addition, the proposed dates for the Guaranteed Maximum Price approvals will be coordinated with the Commission's regularly scheduled meeting date.

Task Name	Duration	Start	Finish
Kick Off Meeting	1 day	Fri 7/7/17	Fri 7/7/17
Prepare programming and pre-design basis of design	60 edays	Fri 7/7/17	Tue 9/5/17
Final basis of design preparations and printing-Programming/ Final Basis of Design	1 day	Wed 9/6/17	Wed 9/6/17
Authorization from county to proceed to Schematic Design	1 day	Thu 9/7/17	Thu 9/7/17
Schematic Design	3 mons	Fri 9/8/17	Thu 11/30/17
Schematic Review/ Comments	15 days	Fri 12/1/17	Thu 12/21/17
Design Development	5 mons	Fri 12/1/17	Thu 4/19/18
Design Development - Review/ Comments	15 edays	Thu 4/19/18	Fri 5/4/18



Construction Documents	139 days	Fri 5/4/18	Thu 11/15/18
Early site package + Structure	60 edays	Fri 5/4/18	Tue 7/3/18
Submit to DOI/County Early site package	1 day	Wed 7/4/18	Wed 7/4/18
Review of Early site package + Structure	43 days	Wed 7/4/18	Fri 8/31/18
CN response to comments for Early site package	14 edays	Fri 8/31/18	Fri 9/14/18
GMP #1 early steel package	30 days	Mon 7/5/18	Mon 8/6/18
GMP#1 to County for Approval	14 days	Mon 8/6/18	Mon 8/20/18
Complete remaining Construction documents	73 edays	Tue 7/3/18	Fri 9/14/18
Submit to DOI/County	1 day	Mon 9/17/18	Mon 9/17/18
DOI review	45 edays	Mon 9/17/18	Thu 11/1/18
CN response to comments	14 edays	Thu 11/1/18	Thu 11/15/18
GMP	31 days	Mon 9/17/18	Mon 10/29/18
Prepare GMP #2 Remainder of the building	1 mon	Mon 9/17/18	Fri 10/12/18
GMP #2 to County for review and approval	1 day	Mon 10/15/18	Mon 10/15/18
County review and approval	14 edays	Mon 10/15/18	Mon 10/29/18
Construction	335 days	Mon 10/1/18	Fri 1/10/20
Preconstruction kick off meeting	1 day	Mon 10/1/18	Mon 10/1/18
Notice to proceed	1 day	Tue 10/2/18	Tue 10/2/18
Building	15 mons	Wed 10/3/18	Tue 11/26/19
Building Punchlist	30 days	Tue 10/29/19	Mon 12/9/19
Beneficial occupancy inspection	1 day	Tue 12/10/19	Tue 12/10/19
Punchlist completion	30 edays	Tue 12/10/19	Thu 1/9/20
Project acceptance	1 day	Fri 1/10/20	Fri 1/10/20

COMPENSATION

Clark Nexsen agrees to provide professional services as outlined above in the Scope of Services and in conjunction with AIA document B101-2007. We believe the fee tabulated below is appropriate, given the schedule, the design and review process, coupled with the contract administration efforts. We propose a lump sum fee as follows:

Basic Design Services

<i>Building costs + Site Costs</i>	\$	25,275,050
<i>Contingency</i>	\$	758,250
<i>Total construction budget</i>	\$	26,033,300
<i>Soft costs (permitting, CM pre-con fee, geotech, special inspector, material testing, etc.)</i>	\$	923,000
<i>Furniture, Fixtures and equipment budget</i>	\$	800,000



<i>Technology</i>	\$	133,700
<i>Basic Services Architectural and Engineering services</i>	\$	2,080,000
<i>Schematic Design Phase</i>	\$	416,000
<i>Design Development Phase</i>	\$	416,000
<i>100% Construction Document Phase</i>	\$	624,000
<i>Bidding</i>	\$	104,000
<i>Construction Administration</i>	\$	520,000
<i>Business plan/operational evaluation by Counsilman-Hunsaker</i>	\$	30,000
<i>Total project cost</i>	\$	30,000,000

Our invoicing will be in accordance with progress of the design documents based on percentage complete and shall be invoiced on a monthly basis. Clark Nexsen will coordinate our invoicing with the needs of the Watauga County Finance department.

All reimbursables are included in the above noted fee including travel to and from the site, per diem, etc.

Our consulting engineers will include Civil Design Concepts for site/civil engineering, Surface 678 for landscaping architecture, and Counsilman-Hunsaker for aquatic design.

ADDITIONAL SERVICES

Clark Nexsen reserves the right to request Additional Services for those services and expenses not identified above and elsewhere in this proposal including services that extend beyond the period of time listed in the schedule. Additional services will not be performed until authorized by a contract amendment.

ASSUMPTIONS

Our fee proposal is based on the following assumptions:

- As noted above, the services needed to support the scope of work as defined is reflective of our current understanding of the project.
- No liability is assumed for the work of consultants not under contract to Clark Nexsen or information provided by others used in the production of final documents or calculations.
- A full topographical survey of the entire project area shall be performed by a consultant to the County.
- The geotechnical investigations for the project site will be performed by a consultant to the County.



- It is anticipated that spread footings will be utilized for the building construction. Should the results of the geotechnical investigation reveal soil conditions that warrant the design of a deeper foundation system, Clark Nexsen has the expertise to perform these services and we have included that as part of our basic services.
- Should the project budget increase by more than 1.5% we shall be entitled to additional compensation. Alternates maybe used to keep the project within the budget, however, alternates shall not be designed that are outside of the reconciled budget of the Construction Manager and the Architect.
- This proposal is based on the assumption that the construction duration on the project will last sixteen (16) months. Should the project require a longer duration to complete all construction activities, Clark Nexsen reserves the right to seek additional services.

EXCLUSIONS

The following items are excluded from the Scope of Services:

- Any design services for the County not related to the development of the project design as noted above.
- LEED certification, design around LEED certifications or any other sustainable guideline
- AV or IT design, we are placing back box, conduit, and raceway to IT closets. We have included coordination with the owner's vendors in our basic services. We will provide the owner with the electrical drawings indicating box locations for their use during the bidding process.
- Security design, including but not limited to access control, CCTV, digital cameras, etc. We will place conduit and back box only. We have included coordination with the owner's vendors in our basic services. We will provide the owner with the electrical drawings indicating box locations for their use during the bidding process.
- Design services related to any part of the Center not located within the limits of the immediate project site, including extension of site utilities beyond the boundary.
- Full-time, on-site project representation during construction phase activities.
- Representation for court appearances for litigation or preparation for the same unless Architect is a party to same and/or the litigation involves issues relating to the errors or omissions of the Architect and/or its consultants.
- "Hard Bidding" the project.
- Phased turnover of the building
- Geotechnical Engineering services.
- Survey services.
- Environmental engineering
- Travel expenses associated with sit down review meetings with DOI.
- Transportation engineering services or parking studies related to areas beyond the immediate project site.
- Economic Feasibility Studies.
- Traffic Impact Analysis.
- Design of off-site roadway improvements
- Environmental reports or Phase 1 analysis.



- Set-up and maintenance of a project web site.
- The solicitation and retention of consultants and sub-consultants as requested by Owner, except as outlined herein.
- Commissioning services.
- Modifications to Clark Nexsen formatted documents such as drawing file name, specification format, etc.
- All environmental impact and mitigation fees.
- Subsurface Utility Exploration.
- Solar Hot Water design, including panel sizing, optimization, placement, and verification of utilization. Clark Nexsen will perform a Life Cycle Cost analysis of the solar hot water system and make a recommendation to Watauga County if such system has an acceptable return on investment.
- Photovoltaic design. Clark Nexsen will perform a Life Cycle Cost analysis of the solar photovoltaic system and make a recommendation to Watauga County if such system has an acceptable return on investment.
- Provision of fire hydrant flow testing is excluded from this proposal and will be provided by the Owner.
- Development of project animations or videos.
- Design services needed to support a phased move-in.
- Design services for visual systems dashboards / electronic pedagogy feature walls in the building.
- Move management consulting services
- Rezoning or any special use permitting required by the Town of Boone. We have included as part of our basic services documentation and meeting with the Town of Boone to achieve a zoning permit.

This project has been a long time coming and will greatly benefit your community. We appreciate the opportunity to collaborate with County and we look forward to a successful project. Please review this proposal and contact us if you have any questions. We welcome your recommendations and will be happy to discuss any items in more detail.

Sincerely,

CLARK NEXSEN



Chadwick S Roberson, AIA, LEED AP BD+C
Principal



301 College Street, Suite 300
Asheville, NC 28801
clarknexsen.com

CLARK NEXSEN



Conceptual Budgeting - Watauga Rec Center						
Phase 1 - Clear and Prepare the Site	4.0	acres	@	\$ 250,000.00		\$ 1,000,000.00
Escalation-Assumed construction complete by Spring 2020	16	month	@	.5% per month	8.000%	\$ 80,000.00
Phase 2 - Construct the new Facility	80,000	sf	@	\$ 255.00		\$ 20,400,000.00
Phase 2 - Sitework	4	acres	@	\$ 100,000.00		\$ 380,000.00
Escalation-Assumed construction complete by Spring 2020	16	month	@	.5% per month	8.000%	\$ 1,632,000.00
Sub total						\$ 23,492,000.00
Overhead and Profit					6.0%	\$ 1,409,520.00
Sub total						\$ 24,901,520.00
Bonds and insurance					1.5%	\$ 373,522.80
Grand Total Construction costs						\$ 25,275,042.80
Owner Contingency					3.0%	\$ 758,251.28
Soft Costs(AE fees, CM pre-con fee, survey, permitting, geotech, special inspector, material testing agent, Air Monitoring etc.)					12.0%	\$ 3,033,005.14
Furniture, fixture, equipment	80,000	sf	@	\$ 10.00		\$ 800,000.00
Technology/ Equipment						\$ 133,700.00
Total Project costs						\$ 29,999,999.22

Assumptions for conceptual budget

1. Steel Framed building at gyms and precast concrete or steel frame at pool building
2. Escalation is assumed to the mid point of construction
3. Construction Manager at Risk Delivery method
4. Current construction market trends maintain current growth patterns
5. Multistory construction
6. Shallow foundation systems
7. No excessive amounts of unsuitable soils, rock, wetlands, or storm water detention beyond typical NCDEHNR requirement
8. No finance charges, bond procurement fees, legal fees, etc. are included
9. No purchase cost for land
10. Onsite parking and paving will be evaluated and code minimum will be provided



Administrative Support		\$ 75.00
Architectural CADD Technician		\$ 80.00
Architectural Intern		\$ 85.00
Architect		\$ 115.00
Senior Architectural Designer		\$ 115.00
Senior Architect		\$ 165.00
Bridge CADD Technician		\$ 80.00
Bridge EIT/Graduate		\$ 105.00
Bridge Designer		\$ 140.00
Bridge Inspector		\$ 85.00
Bridge Engineer		\$ 140.00
Senior Bridge Engineer		\$ 190.00
Civil CADD Technician		\$ 80.00
Civil Engineer EIT/Graduate		\$ 105.00
Civil Designer		\$ 100.00
Civil Engineer		\$ 135.00
Senior Civil Designer		\$ 125.00
Senior Civil Engineer		\$ 165.00
Electrical CADD Technician		\$ 80.00
Electrical Engineer EIT/Graduate		\$ 100.00
Electrical Designer		\$ 95.00
Electrical Engineer		\$ 125.00
Senior Electrical Designer		\$ 160.00
Senior Electrical Engineer		\$ 175.00
Fire Protection CADD Technician		\$ 80.00
Fire Protection Engineer EIT/Graduate		\$ 90.00
Fire Protection Designer		\$ 85.00



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Fire Protection Engineer		\$ 105.00
Senior Fire Protection Engineer		\$ 215.00
Landscape Architect CADD Technician		\$ 80.00
Landscape Architect Intern/Graduate		\$ 90.00
Landscape Architect		\$ 95.00
Senior Landscape Architect		\$ 155.00
Industrial Mechanical Engineer EIT/Graduate		\$ 90.00
Senior Industrial Designer		\$ 105.00
Industrial Mechanical Engineer		\$ 140.00
Interior Design Intern/Graduate		\$ 70.00
Certified Interior Designer		\$ 80.00
Senior Certified Interior Designer		\$ 140.00
Mechanical CADD Technician		\$ 80.00
Mechanical Engineer EIT/Graduate		\$ 95.00
Mechanical Engineer		\$ 125.00
Senior Mechanical Designer		\$ 125.00
Senior Mechanical Engineer		\$ 180.00
Planner		\$ 110.00
Senior Planner		\$ 190.00
Plumbing Designer		\$ 90.00
Senior Plumbing Designer		\$ 150.00
Plumbing Engineer		\$ 155.00
Project Manager Assistant		\$ 80.00
Project Manager		\$ 155.00
Senior Project Manager		\$ 180.00
GIS Technician		\$ 75.00
GIS Analyst		\$ 90.00



Senior GIS Analyst		\$ 135.00
Principal		\$ 225.00
Structural CADD Technician		\$ 90.00
Structural Engineer EIT/Graduate		\$ 90.00
Structural Engineer		\$ 120.00
Senior Structural Engineer		\$ 190.00
Transportation Engineer EIT/Graduate		\$ 90.00
Transportation Engineer		\$ 140.00
Senior Transportation Designer		\$ 140.00
Senior Transportation Engineer		\$ 180.00
Commissioning Specialist		\$ 120.00
Construction Administration Assistant		\$ 80.00
Construction Administrator		\$ 130.00
Laboratory Planner		\$ 130.00
Department Head		\$ 190.00
Environmental Scientist		\$ 120.00
Senior Environmental Planner		\$ 130.00
Automation Controls Integrator		\$ 110.00
Senior Automation Controls Integrator		\$ 130.00



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twelfth day of June in the year 2017
(In words, indicate day, month and year.)

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

Watauga County
814 West King Street
Suite 205
Boone, NC 28607

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

Clark Nexsen, Inc.
301 College Street Suite 300
Asheville, NC 28801

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

Watauga Community and Recreation Center
141 Complex Drive
Boone, NC 28607

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's Construction Manager at Risk and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Refer to Exhibit A –proposal letter dated June 12, 2017

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

(Paragraphs Deleted)

Refer to Exhibit A for detailed schedule.

§ 1.3 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.

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

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

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

§ 2.5 The Architect shall maintain the following insurance 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:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1 million each occurrence, \$2 million aggregate

.2 Automobile Liability

\$1 million combined single limit each accident

.3 Workers’ Compensation

Minimum of statutory limits based on location or \$1 million each incident

.4 Professional Liability

\$1 million per claim, \$2 million aggregate

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, electrical and civil 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, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner’s consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner’s consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner’s approval a schedule for the performance of the Architect’s services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner’s approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner’s directive or substitution made without the Architect’s approval.

§ 3.1.5 The Architect shall, at appropriate times, 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.

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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 shall discuss with the Owner 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's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital 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 the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

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

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

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and 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.

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§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

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

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels 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 Construction Manager at Risk 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, the Architect shall assist the Owner 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 Construction Manager at Risk; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

(Paragraph Deleted)

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

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

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

(Paragraphs Deleted)

§ 3.5.3 NEGOTIATED PROPOSALS

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

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

- .1 procuring the reproduction of Proposal Documents for distribution to prospective Construction Manager at Risk, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective Construction Manager at Risk; and
- .3 participating in negotiations with prospective Construction Manager at Risk, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective Construction Manager at Risk.

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§ 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 Construction Manager at Risk as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager at Risk modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager at Risk’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 at Risk 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.

§ 3.6.1.4 Requests for Information or Clarification from the Construction Manager at Risk shall be received electronically through the Architect’s information management software or as otherwise specified in the Contract Documents. The Architect will respond to such requests that comply with the requirements of the Contract Documents within the time specified in the Contract Documents and forward responses to the Construction Manager at Risk through the Architect’s information management software. The Architect will also forward responses electronically to the Owner, if desired, through the Architect’s information management software. Receipt and forwarding of paper documents, or retrieving and forwarding electronic documents through either the Construction Manager at Risk’s or Owner’s information management software is available as an Additional Service in accordance with the provisions of Section 4.3.

§ 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 completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Construction Manager at Risk, 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. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not 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 Construction Manager at Risk, Sub-contractor, 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 either the Owner or Construction Manager at Risk. 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

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and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager at Risk, 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 Construction Manager at Risk designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager at Risk as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONSTRUCTION MANAGER AT RISK

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager at Risk and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager at Risk's Application for Payment, 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.

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

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

§ 3.6.4 SUBMITTALS

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

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager at Risk'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 Construction Manager at Risk'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 Construction Manager at Risk 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 Construction Manager at Risk 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 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the

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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 supplied by the Construction Manager at Risk in accordance with the requirements of the Contract Documents.

§ 3.6.4.6 For paper submittals, the Architect shall retain one copy of each reviewed submittal as a record copy and forward one copy to the Owner, if required by the Contract Documents. All other copies of paper submittals shall be returned to a single address specified by the Construction Manager at Risk using the least cost delivery method available to the Architect. Distribution of the Construction Manager at Risk's copies of paper submittals to more than one location is available as an Additional Service in accordance with the provisions of Section 4.3.

§ 3.6.4.7 For electronic submittals, the Architect shall retain an electronic copy of each reviewed submittal and forward electronically to the Owner and the Construction Manager at Risk using the Architect's information management system, which may require the recipient to download the documents. Distribution of submittals by other methods such as emailing files as attachments and printing and shipping paper copies is available as an Additional Service in accordance with the provisions of Section 4.3.

§ 3.6.4.8 The Architect shall retain submittal documents for a period consistent with the Architect's document retention policy, but not less than one year after Substantial Completion.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 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. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager at Risk and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager at Risk; and 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 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 at Risk of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager at Risk, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

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ARTICLE 4 ADDITIONAL SERVICES

(Paragraphs Deleted)

(Table Deleted)

§ 4.2 Refer to **Exhibit A** for Additional Services or exclusions from the design services.

§ 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 approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 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;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or Construction Manager at Risk;
- .5 Preparing digital data for transmission to the Owner's consultants and Construction Manager at Risk, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 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 Construction Manager at Risk's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager at Risk's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager at Risk from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager at Risk-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Construction Manager at Risk'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;

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- .5 Evaluating substitutions proposed by the Owner or Construction Manager at Risk 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 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Construction Manager at Risk
- .2 two (2) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 one (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. 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 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. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include 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.

§ 5.6 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 as appropriate to the services provided.

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§ 5.7 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.

§ 5.8 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.

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

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Construction Manager at Risk and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 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 Construction Manager at Risk, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager at Risk 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 Construction Manager at Risk' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 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 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Construction Manager at Risk's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. 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 Construction Manager at Risk, Sub Contractors, Sub-subcontractor, 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 author 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

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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 Construction Manager at Risk, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager at Risk, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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

§ 8.2 MEDIATION

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

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

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

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

(Check the appropriate box. 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 Watauga County court of competent jurisdiction
- Other (Specify)

(Paragraphs Deleted)

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

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 A201-2007, 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 Construction Manager at Risk whose contracts include similar restrictions on the use of confidential information.

§ 10.9 Unless specified otherwise, the Architect shall provide documents, including submittals to the Owner and approval agencies, and bid or Contract Documents to the Construction Manager at Risk electronically in PDF format, with a single PDF file for each drawing. Provision of paper copies of documents, including labor and reproduction expenses is available as an Additional Service in accordance with the provisions of Section 4.3.

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.)

Stipulated or lump sum for Basic Services in the amount of \$
2,080,000 plus additional services for the business plan/operational evaluation by Counsilman Hunsaker of \$30,000
for a total amount of \$2,110,000.

(Paragraphs Deleted)

§ 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.)

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Negotiated lump sum or hourly as mutually agreed at the time the Architect is requested to perform the services. Compensation on an hourly basis shall be based on the Architect's standard hourly rates at the time the Additional Services are performed.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 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	twenty	percent (20	%)
Design Development Phase	twenty	percent (20	%)
Construction Documents Phase	thirty	percent (30	%)
Bidding or Negotiation Phase	five	percent (5	%)
Construction Phase	twenty five	percent (25	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

(Paragraph Deleted)

§ 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.)

See attached Exhibit B

(Table Deleted)

§ 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:

(Paragraphs Deleted)

- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;

(Paragraph Deleted)

- .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.

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred. No back up data or copies of bills will be provided for reimbursable expenses invoiced under this agreement. Should back-up data be requested, it will be provided for an administrative fee of \$100 per monthly invoice requiring verification.

§ 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:

Twenty five percent (25%) of the sum of the Architect's compensation for Basic Services and Additional Services, to be paid concurrently with the notice of termination to the Architect.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 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 sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

one % per month

§ 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 Construction Manager at Risk 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:

In recognition of the relative Risk and benefits of the Project to both the Owner and the Architect, the Risk have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$1,000,000, or the Architect's total fee for services rendered on this Project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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 B101™–2007, Standard Form Agreement Between Owner and Architect

(Paragraph Deleted)

Init.

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User Notes:

(3B9ADA17)

.3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

- Exhibit A- Proposal letter dated June 14, 2017
- Exhibit B- Standard Hourly rates for Clark Nexsen

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

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

Chadwick S Roberson, AIA Managing Principal

(Printed name and title)

AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Boards and Commissions

MANAGER'S COMMENTS:

Economic Development Commission

The terms of four members of the Economic Development Commission expire in June.

Mr. Ed Evans and Mr. Tommy Sofield have served two consecutive terms and are, therefore, not eligible for reappointment.

Mr. Robert Hoffman was recently appointed to fill an unfinished term which expires in June. Therefore, he is up for reappointment.

The first term of the current chair, Mr. Walter Kaudelka is expiring. Mr. Kaudelka is eligible to be reappointed to another term, and is willing to continue to serve.

The terms are for three years. The EDC's next scheduled meeting is July 13th.

This is a second reading and, therefore, action may be taken, if so desired.

Workforce Development Board

High Country Council of Governments' Workforce Director, Mr. Keith Deveraux, recommends the reappointment of Mr. Chris Edwards to continue representing Watauga County in a private sector seat on the Workforce Development Board. His comments are included in the attached email.

This is a second reading and, therefore, action may be taken, if so desired.

Anita.Fogle

From: Joe Furman
Sent: Tuesday, May 16, 2017 10:04 AM
To: Deron.Geouque
Cc: Anita.Fogle
Subject: Boards and Commissions
Attachments: EDC membership 3-1-17.doc

Deron,

The terms of four members of the Economic Development Commission expire in June. Ed Evans and Tommy Sofield have served two consecutive terms; by rule they are not eligible for reappointment. Robert Hoffman was appointed recently to fill an unfinished term which expires in June. The EDC has not met since that appointment was made. The first term of the current chair, Walter Kaudelka is expiring; he is eligible to be reappointed to another term, and is willing to continue to serve. The terms are three years. The EDC's next scheduled meeting is July 13th. A current membership list is attached. Thanks.

Joe

Joseph A. Furman, AICP
Director, Watauga County Planning & Inspections and Economic Development
331 Queen Street, Suite A
Boone, NC 28607
(828) 265-8043
(828) 265-8080 (fax)
joe.furman@watgov.org

WATAUGA COUNTY ECONOMIC DEVELOPMENT COMMISSION

METHOD OF APPOINTMENT: One member is a County Commissioner; thirteen members appointed by BCC. All vote.

COMPENSATION TO MEMBERS: None

REGULAR MEETING TIME & PLACE: 2nd Thursday 1st month quarterly
1:00 pm Appalachian Enterprise Center conference room

<u>Present Members</u>	<u>Appointed</u>	<u>Term Expires</u>
Ray Cameron (Appointed by County)	6/16 3 year term 1 st term	June 2019
Evans, Ed (Appointed by County)	6/11 - 3 year term 2nd term	June 2017
Sofield, Tommy (Appointed by County)	6/11 - 3 year term 2nd term	June 2017
Pat Parish (Appointed by County)	2/17 completing term	June 2018
Hodges, Tim (Appointed by County)	6/15 -3 year term 1st term	June 2018
Robert Hoffman (Appointed by County)	2/17 completing term	June 2017
Kaudelka, Walter (Appointed by County)	6/11 – 3 year term 1st term	June 2017
Tad Dolbier (Appointed by County)	6/16 -3 year term 1st term	June 2019
Doug McGuire (Appointed by County)	6/16 – 3 year term 1st term	June 2019

Larry Turnbow, Commissioner**; a Boone Town Council representative, the Directors of Boone and Blowing Rock Chambers of Commerce and ASU Chancellor's designee serve as voting members.

* Beginning with those whose terms expire in 1992, the EDC By-laws were changed to limit terms of members serving to two consecutive three-year terms. (Approved by BCC July 23, 1991.)

** A member of the Board of Commissioners is appointed each December to serve on this Board.

Anita.Fogle

From: Tanna Greathouse <tgreathouse@regiond.org>
Sent: Thursday, May 18, 2017 10:23 AM
To: Anita.Fogle
Subject: RE: Workforce Development Board REAPPOINTMENT - Chris Edwards

Thanks so much!!

From: Anita.Fogle [<mailto:Anita.Fogle@watgov.org>]
Sent: Thursday, May 18, 2017 9:32 AM
To: Tanna Greathouse <tgreathouse@regiond.org>; John Welch <john.welch@watgov.org>
Cc: Keith Deveraux <keith.deveraux@highcountrywdb.com>
Subject: RE: Workforce Development Board REAPPOINTMENT - Chris Edwards

Hi Tanna,

Our next two meetings are June 6 and June 20. The Board usually holds two readings for potential appointments prior to voting. Occasionally the second reading is waived and an appointment is made at the first meeting. I'll put it on the agenda for June 6.

Thanks,
 Anita

Anita J. Fogle, Clerk to the Board
 Watauga County
 814 West King Street, Suite 205
 Boone, North Carolina 28607
 828.265.8000 Phone
 828.264.3230 Fax
Anita.Fogle@watgov.org
www.WataugaCounty.org

From: Tanna Greathouse [<mailto:tgreathouse@regiond.org>]
Sent: Wednesday, May 17, 2017 11:35 AM
To: John Welch
Cc: Anita.Fogle; Keith Deveraux
Subject: Workforce Development Board REAPPOINTMENT - Chris Edwards
Importance: High

Greetings John!

Chris Edwards has agreed to continue representing Watauga County in a private sector seat on the Workforce Development Board. Please find attached her official appointment form for the coming term.

Below are Workforce Director Keith Deveraux's comments on this appointment. Please contact him with any questions you may have!

Comments: *Chris Edwards has been a great board member and has been eager to learn about the program and board operations. Chris has assumed leadership roles by serving as Chair of the NCWorks Committee and has attended the state workforce development conference. Chris represents the hospitality and tourism sector of the business community in Watauga County, and brings a new fresh perspective to the*

board. *Chris Edwards is a bright and rising star on the High Country Workforce Development Board. I recommend that Chris Edwards be reappointed to the High Country Workforce Development Board.*

062017 BCC Meeting

Anita - Please let me know when this appointment will get on the meeting schedule and/or when you anticipate confirmation. Thanks and have a great day!

Have a great day!

Tanna

~~*~*~*~*~*~*~*~*

Tanna Greathouse
Clerk to the Board
High Country Council of Governments
468 New Market Boulevard
Boone, NC 28607

828-265-5434 ext.101
tgreathouse@regiond.org
www.regiond.org



Membership Appointment Form

062017 BCC Meeting

Please refer to the attached letter for all membership requirements and current vacancies/term expirations. The Director has confirmed/reviewed with the appointee his/her willingness to serve, the individual's ability to attend daytime board meetings in Boone, and seat requirements.

County: **Watauga**

Please Return Form By June 16, 2017

Term Start: **7/1/2017** Term End: **6/30/2019**

Type of Seat: **Private Sector Appointment**

Appointee Name: **Chris Edwards**

Seat Designation (Public and At-Large Seats Only):

Business / Organization Represented: **Chetola Resort**

Appointee's Position/Title: **Assistant General Manager / HR Director**

Appointee's Mailing Address

Mailing Address (Street / PO Box): **PO Box 17**

Address Line 2:

City: **Blowing Rock** State: **NC** Zip: **28605**

Appointee's Phone and Email

Home Phone (with Area Code): Fax (with Area Code):

Work Phone (with Area Code): **(828) 295-5510** Extension:

Preferred Email: **cedwards@chetola.com**

Member Performance (only applicable for members being reappointed)

Meeting Attendance % for previous term: **75%**

Director's Comments: **see email**

Committees served on during most recent membership term:

- Executive Committee
- Youth Council
- One-Stop Services

Ad Hoc Committees: **NCWorks**

Please sign to reflect this is your official appointment to the board.

Chief Elected Official (print your name): **John Welch**

Signature Date:

AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Announcements

MANAGER'S COMMENTS:

The July 4, 2017, meeting of the Board of Commissioners has been cancelled. The next regular meeting is scheduled for Tuesday, July 18, 2017, at 5:30 P.M.

AGENDA ITEM 10:

PUBLIC COMMENT

AGENDA ITEM 11:

BREAK

AGENDA ITEM 12:

CLOSED SESSION

Attorney/Client Matters – G. S. 143-318.11(a)(3)