CITY OF CHARLES TOWN
BOARD OF PARKS AND RECREATION
AGENDA • NOVEMBER 30, 2023

Commission/Board Meeting **COUNCIL CHAMBERS** **6:00 PM**

101 E Washington Street, Charles Town, WV 25414

1. CALL TO ORDER

2. APPROVAL OF MINUTES

: **2023-1076** October 26, 2023 Parks Board Minutes
P&R Report_ October 26, 2023.pdf

3. UNFINISHED BUSINESS

: **2023-1070** Thrasher Engineering Pool Contract
B101 Jefferson Memorial Park Pool Reno.pdf

4. NEW BUSINESS

: **2023-1071** National Fitness Campaign
2024 NFC Briefing Deck_Healthy Cities Base.pdf

: **2023-1072** Blue Ridge Watershed Coalition - John Maxey Presentation
BRWC_SourceTrackingFinalReport.pdf

: **2023-1073** Skate Park Project - RFP from artists

: **2023-1074** Augustine Avenue Trail Phase 3
Trail Options for Phase 3.pdf

: **2023-1075** Park Updates

5. ADJOURNMENT

6. NOTICE: The Public May View the Meeting Live by Clicking on the Event Link at:

https://www.charlestownwv.us/government/agendas-and-minutes/

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/30/23
Department: Board of Parks and Recreation
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-1076 October 26, 2023 Parks Board Minutes

October 26, 2023 P&R Minutes

ATTACHMENTS:

- P&R Report_ October 26, 2023.pdf

City of Charles Town
Parks and Recreation Commission

I. CALL TO ORDER: Thursday October 26, 2023 at 6 PM - City Hall

Persons Present: *Commissioners:* Nick Zaglifa, James Kratovil, Elizabeth Ricketts, Mike Slover (*Zoom*), Nathan Hartman, Trudy Roth; *Staff:* Alissa Meeks; *Guests:* Thrasher Engineering representatives

II. UNFINISHED BUSINESS

2023-956: Pickleball and Pints Update - Cancellation / Reschedule

This event was canceled by Jefferson County Parks and Rec after learning of a Shepherd University-hosted event to be held the same date. The event will be reassessed for a Spring date.

Recommendation to Council: *Information only.*

2023-960: Parks and Recreation Goals and Objectives

The commissioners continue to discuss goals and objectives for the coming 6 months.

Recommendation to Council: *Information only*

III. NEW BUSINESS

2023-955: Pool Engineering Contract

The commissioners heard from Zach and Sam from Thrasher in a presentation of the Jefferson Memorial Park Pool Contract. The item was tabled to give staff and the commissioners more time to review.

Motion: Hartman / 2nd: Roth

Recommendation to Council: *Information only*

2023-957: Land and Water Conservation Fund Grant Update

Sustainable Strategies will submit a LWCF grant application for up to $500,000 for the Jefferson Memorial Park pool project.

Recommendation to Council: *Pass resolution for inclusion in the grant application.*

2023-958: Tree Board Requests: Tree plantings and pollinator's garden

The commissioners had no objection to the Charles Town Tree Board pursuing a grant with Potomac Edison to install a pollinator's garden near the entrance to the Skate Park.

Recommendation to Council: *Information only*

2023-959: Trash Clean Up - November 4th

Information only

2023-961: City Park Updates:

Jefferson Memorial Park basketball courts were repaired by City maintenance team.

Evitts Run Park was cited in a presentation to City Council by the Blue Ridge Watershed Coalition. The commissioners requested this presentation be given at the next Parks and Rec meeting (November).

Recommendation to Council: *Information only*

IV. ADJOURNMENT at 7:14 PM - Next meeting: Thursday, November 30 at 6PM

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/30/23
Department: Board of Parks and Recreation
Category: Contract
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-1070 Thrasher Engineering Pool Contract

Thrasher Engineering Pool Contract

ATTACHMENTS:

- B101 Jefferson Memorial Park Pool Reno.pdf

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 25 day of October in the year 2023
(In words, indicate day, month and year.)

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

City of Charles Town
101 E Washington Street
Charles Town, WV 25414
Telephone Number: 304-725-2311

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

The Thrasher Group, Inc.
PO Box 940
600 White Oaks Blvd.
Bridgeport, WV 26330
Telephone Number: (304) 624-4108
Fax Number: (304) 624-7831

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

Jefferson Memorial Park Pool Renovations
Charles Town, WV

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.

Init.
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The program for this project was developed through a separate contract which included the creation of a master plan for the Jefferson Memorial Park Pool Renovations. The project will involve the renovation of the pool facilities including the pool, bathroom / locker room facilities, vehicular and pedestrian circulation, parking area, and previously undeveloped areas of the pool property. It is understood that the wish list includes shaded areas, concession improvements, entry improvements, a splash pad, and other user amenities.

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

The project will involve the renovation of the existing pool house and locker room facilities to improve functionality and accessibility. This will also be used as an opportunity to improve the lifeguard areas and entry space into the pool facilities. The pool will be replaced and possibly slightly reconfigured to improve accessibility. Shaded seating areas and concession improvements are also included in this scope of work as well as other user amenities identified in the schematic design phase of the project.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

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At the present time we understand the owners budget for the project is approximately $3,300,000. This budget will be refined through the schematic design process and catered to available local and grant funds for the project.

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

*(Paragraphs deleted)*The owner anticipates the project being complete and operational by Summer of 2024.

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

The owner intends to competitively bid the project through a design / bid process. It is anticipated that one general contractor will be responsible for the entirety of the work in a single contract.

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

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

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

Alissa Meeks
Director of Community Development
101 E Washington Street
Charles Town, WV 25414
Telephone Number: (304) 724-3253

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

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

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

Samuel Rich, PLA
Principal
P.O. Box 940
Bridgeport, WV 26330
304-848-6490

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

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§ 1.1.11.1 Consultants retained under Basic Services:

.1 Aquatics Engineer:

Counsilman-Hunsaker
10733 Sunset Office Drive
Suite 400
Saint Louis, MO 63127

.2 Geotechnical Engineer:

NGE
50 MacCorkle Avenue, West
(Paragraphs deleted)
St. Albans, WV 25177

§ 1.1.11.2 Consultants retained under Supplemental Services: N/A

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

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million ($ 1,000,000) for each occurrence and Two Million ($2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million ($1,000,00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million ($1,000,000) each accident, One Million ($1,000,000) each employee, and One Million ($1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million ($5,000,000) per claim.

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

§ 3.3 Design Development Phase Services

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

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

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

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

§ 3.4 Construction Documents Phase Services

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

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

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§ 3.5.3 Negotiated Proposals

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

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

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and

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shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

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

§ 4.1.2 Description of Supplemental Services

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

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

TBD

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

TBD

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

§ 4.2 Architect's Additional Services

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

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

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

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

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

.3 ( ) 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 ( ) inspections for any portion of the Work to determine final completion.

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

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

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

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§ 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.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

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ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum.

Basic Services = $40,000

Total estimated Basic Services to be determined and currently estimated at $330,000. See breakout below.

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(Paragraphs deleted)

The fee above is based on an estimate of the anticipated construction costs for the project. This contract will authorize the architect to proceed with only the schematic design phase of the project so that the intended construction scope of work and budget for the project can be refined. This contract will be amended once schematic design is approved and the project moves forward with construction documents.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

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

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

Schematic Design Phase	$40,000
Design Development Phase	TBD - $120,000
Construction Documents Phase	TBD - $80,000
Procurement Phase	TBD - $15,000
Construction Phase	TBD - $75,000
Total Basic Compensation	$330,000

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

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attached Standard Rates

(Table deleted)

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§ 11.8 Compensation for Reimbursable Expenses

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

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

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

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

(Paragraphs deleted)

§ 11.10.2 Progress Payments

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

Interest shall be equal to one and one half percent (1.5%) per month (18% APR)

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

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

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

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

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

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	*(Printed name, title, and license number, if required)*

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THE THRASHER GROUP, INC.
STANDARD RATE SCHEDULE
2023 RATES

Hourly Rate Schedule and Reimbursable Expenses Schedule

DESCRIPTION	RATE	UNIT
Engineering Services		
Principal Engineer	$275.00	HOUR
Sr. Project Manager	$210.00	HOUR
Project Manager II	$180.00	HOUR
Project Manager I	$170.00	HOUR
Project Coordinator	$100.00	HOUR
Sr. Project Engineer	$165.00	HOUR
Project Engineer	$140.00	HOUR
Staff Engineer	$105.00	HOUR
Sr. Engineering Technician	$110.00	HOUR
Engineering Technician	$95.00	HOUR
Sr. Bridge Engineer	$180.00	HOUR
Bridge Engineer	$150.00	HOUR
MEP Designer	$145.00	HOUR
MEP CAD Designer	$65.00	HOUR
CAD Manager	$135.00	HOUR
Sr. CAD Technician	$115.00	HOUR
CAD Technician II	$100.00	HOUR
CAD Technician I	$90.00	HOUR
Architectural Services		
Sr Landscape Architect	$145.00	HOUR
Landscape Architect	$125.00	HOUR
Landscape Designer	$105.00	HOUR
Principal Architect	$250.00	HOUR
Senior Architect	$235.00	HOUR
Architect	$210.00	HOUR
Project Architect	$145.00	HOUR
Senior Project Designer	$160.00	HOUR
Project Designer	$105.00	HOUR
Design Professional II	$100.00	HOUR
Design Professional I	$85.00	HOUR
Construction Admin Specialist	$155.00	HOUR
Architecture Technician	$75.00	HOUR
Environmental Services		
Sr. Environmental Project Manager	$175.00	HOUR
Licensed Remediation Specialist	$175.00	HOUR
Environmental Project Manager III	$160.00	HOUR
Environmental Project Manager II	$145.00	HOUR
Environmental Project Manager I	$130.00	HOUR
Professional Geologist	$175.00	HOUR
Staff Geologist	$100.00	HOUR
Environmental Scientist II	$115.00	HOUR
Environmental Scientist I	$100.00	HOUR
Environmental Technician II	$85.00	HOUR
Environmental Technician I	$75.00	HOUR

DESCRIPTION	RATE	UNIT
Survey Services		
Principal Survey Manager	$250.00	HOUR
Senior Survey Manager	$155.00	HOUR
Survey Project Manager	$135.00	HOUR
Survey Field/Crew Supervisor	$90.00	HOUR
1-Person Crew	$95.00	HOUR
2-Person Crew	$140.00	HOUR
3-Person Crew	$165.00	HOUR
811 Utility Manager	$125.00	HOUR
Utility Locator	$90.00	HOUR
Certified Photogrammetrist	$200.00	HOUR
Stereo Compiler II	$100.00	HOUR
Stereo Compiler	$90.00	HOUR
Orthophoto Tech II	$95.00	HOUR
Orthophoto Tech	$85.00	HOUR
Mapping Project Manager	$135.00	HOUR
Mapper/Data Processor	$80.00	HOUR
UAS Flight Crew	$140.00	HOUR
GISP	$100.00	HOUR
GIS Technician II	$100.00	HOUR
GIS Technician I	$90.00	HOUR
Lidar Tech II	$100.00	HOUR
Lidar Tech I	$90.00	HOUR
Scanning Crew	$120.00	HOUR
Pre-Con Road Video	$130.00	HOUR
Construction Services		
CS Market Leader	$175.00	HOUR
Sr. Construction Manager	$145.00	HOUR
Construction Manager	$115.00	HOUR
Senior Project Representative	$100.00	HOUR
Project Representative II	$90.00	HOUR
Project Representative I	$80.00	HOUR
Laboratory Manager II	$110.00	HOUR
Laboratory Manager I	$100.00	HOUR
Laboratory Supervisor	$90.00	HOUR
Laboratory Technician	$80.00	HOUR
Material Testing Tech	$80.00	HOUR
I&I Manager	$115.00	HOUR
2 Person I & I Crew (Includes equipment)	$200.00	HOUR
Safety Administrator	$120.00	HOUR
E&S Inspection *does not include lodging*	$85.00	HOUR
E&S Inspection *does not include lodging; based on (6) 10 hour* days	$950.00	DAY
Chief Inspector *does not include lodging; based on (6) 10 hour* days	$1,250.00	DAY

DESCRIPTION	RATE	UNIT
Laboratory Testing		
Standard Proctor (ASTM D698)	$175.00	EACH
Modified Proctor (ASTM D1557)	$225.00	EACH
Atterberg Limits (ASTM D4318)	$100.00	EACH
Hydrometer Analysis (ASTM D422)	$300.00	EACH
Compression Testing (Concrete / Grout / Mortar Cubes / Co)	$20.00	EACH
Compression Testing (Masonry Blocks)	$300.00	SET OF 3
Asphalt/Concrete Cores (Density, % Air Voids)	$90.00	EACH
Floor Flatness Equipment	$100.00	DAY
Asphalt/Concrete Core Drill	$300.00	DAY
Reproduction of Drawings		
Printed Copies (11" x 17")	$0.50	SHEET
Printed Copies (22" x 34")	$1.10	SHEET
** Reproduction in excess of the normal project requirement of three (3) sets of final construction drawings*		
Clerical	$60.00	HOUR
Accounting	$85.00	HOUR
Intern	$65.00	HOUR
Equipment		
Robot-GPS	$125.00	DAY
ATV/UTV (Four Wheeler)	$50.00	DAY
Drone	$80.00	DAY

Miscellaneous Notes

1) *Overtime rate of 1.5x applies after 40 hours and weekends, Overtime rate of 2.0x on Holidays.*

2) *Fees will be billed per schedule above for time the work is performed. Out of pocket expenses will be reimbursed at cost, necessary mileage will be reimbursed at the federal rate in effect at the time the work is performed plus 20% and per diem will be reimbursed at the federal rate in effect at the time work is performed.*

3) *Expert Witness Testimony required by Client will be billed at an hourly rate plus 20% for the Classification required.*

4) *Miscellaneous services and expenses required by the Engineer to complete specialty services required by the client and to expedite project delivery. Engineering Consultants, Geotechnical, Land & Right of Way Acquisition, Specialized Inspection Services, Environmental, Historical & Cultural Surveys, Timber Appraisals, etc. will be billed on a cost plus 15% basis. Hourly Rates are subject to overtime at a rate of 1.5x after 40 hour and weekends, and 2.0x on holidays.*

5) *Projects bid as lump sum, or not to exceed, are based on a scope of work provided by respective project managers for the Client and agreed upon by both Parties. Rates may differ from the rate schedule provided, due to specific details outlined in the project scope. All out of scope work will be invoiced based on the rate schedule provided.*

6) *Rates are subject to periodic revision.*

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/30/23
Department: Board of Parks and Recreation
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-1071 National Fitness Campaign

National Fitness Campaign

ATTACHMENTS:

- 2024 NFC Briefing Deck_Healthy Cities Base.pdf

NATIONAL FITNESS CAMPAIGN

CAMPAIGN BRIEFING



2024



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Priority Health

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BlueCross BlueShield Kansas

MASSACHUSETTS

BlueCross BlueShield Minnesota

MVP HEALTH CARE

COMMUNITY Health Options

BlueCross BlueShield of Alabama

Quartz

BlueCross BlueShield of Illinois

uchealth

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JEAN-MICHEL BASQUIAT™

2022 FEATURED ARTIST COLLECTION

Keith Haring™

2021 FEATURED ARTIST COLLECTION



WHO WE ARE

National Fitness Campaign is a wellness consulting firm. Our mission is to build healthy communities.

★ EST. 1979 ★
NATIONAL FITNESS CAMPAIGN
FITNESS COURT

WHAT WE DO

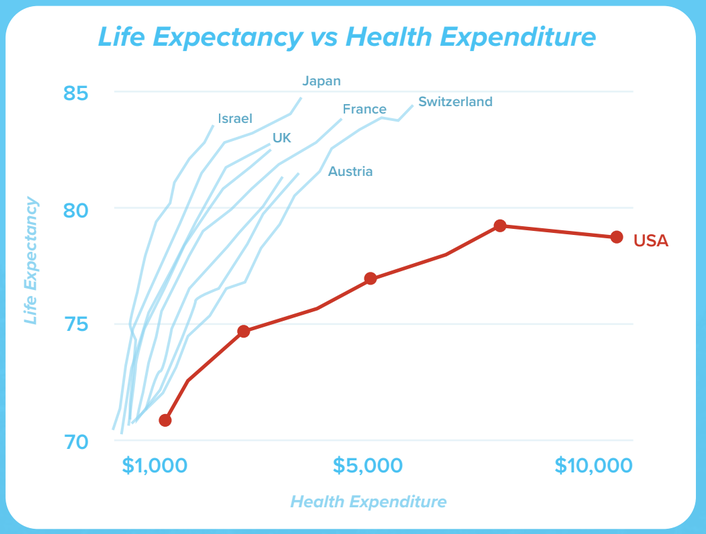
NFC develops partnerships with cities, schools and sponsors to fund, build, and activate outdoor Fitness Courts, making world class fitness free.



WHY WE DO IT

TO MAKE WORLD CLASS FITNESS FREE

THE PROBLEM



America is facing a health crisis caused by sedentary lifestyles and cities designed for cars. USA spends more money than any other on healthcare with poor results.

THE SOLUTION

When communities are designed to support wellbeing, health outcomes change!

40+ YEARS IN THE MAKING

CAMPAIGN HISTORY

1979

FITNESS COURT INVENTED

SAN FRANCISCO • STANFORD



1980's

FIRST NATIONAL SPONSOR

3 COUNTRIES • 10,000 FITNESS COURTS



2012

REDESIGNED

FOR IMPACT IN 21ST CENTURY



2023

WELCOMING 500TH

HEALTHY COMMUNITY ACROSS AMERICA



2030's

NFC EXPANDS TO 10,000

COMMUNITIES WITH PARTNERS



Campaign Overview

National Fitness Campaign



EST. 1979
NATIONAL FITNESS CAMPAIGN
FITNESS COURT

A COMPREHENSIVE COMMUNITY WELLNESS PROGRAM

FITNESS COURT

WORLDS BEST OUTDOOR GYM



7 MOVEMENT FULL BODY WORKOUT

FUNCTIONAL TRAINING SYSTEM

DIGITALLY ACTIVATED | *COACH IN YOUR POCKET*

CORE · SQUAT · PUSH · LUNGE · PULL · AGILITY · BEND











FITNESS COURT®





ADULTS OF ALL AGES AND ABILITY

> **I am glad to see movements to improve balance.**
>
> *- Carol Claybaker, Senior Resident of Janesville, WI*

Campaign Services

National Fitness Campaign

Planning & Funding Support



Pre Launch Support



Ambassador Training



Media & Press

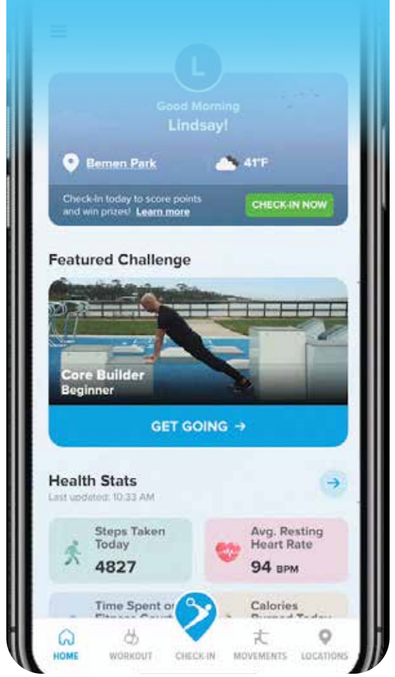


Launch & Ribbon Cutting



Fitness Court® App

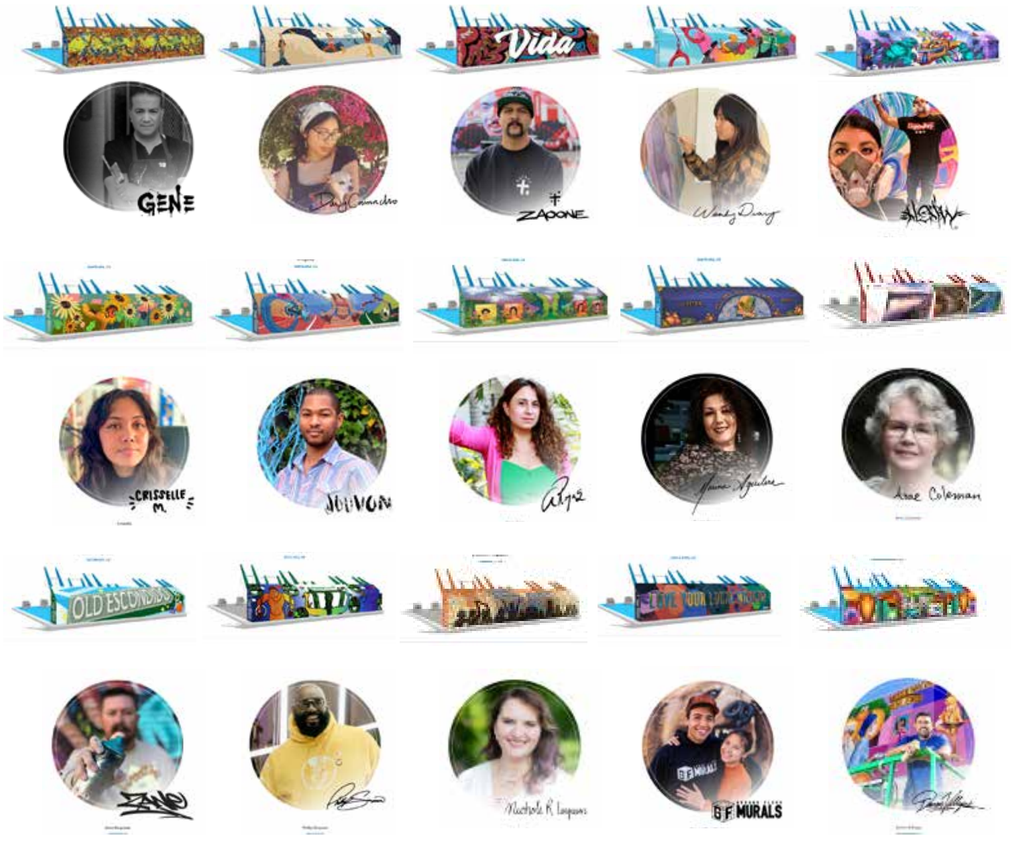
NEW APP launching 2023



WE BUILD HEALTHY COMMUNITIES!

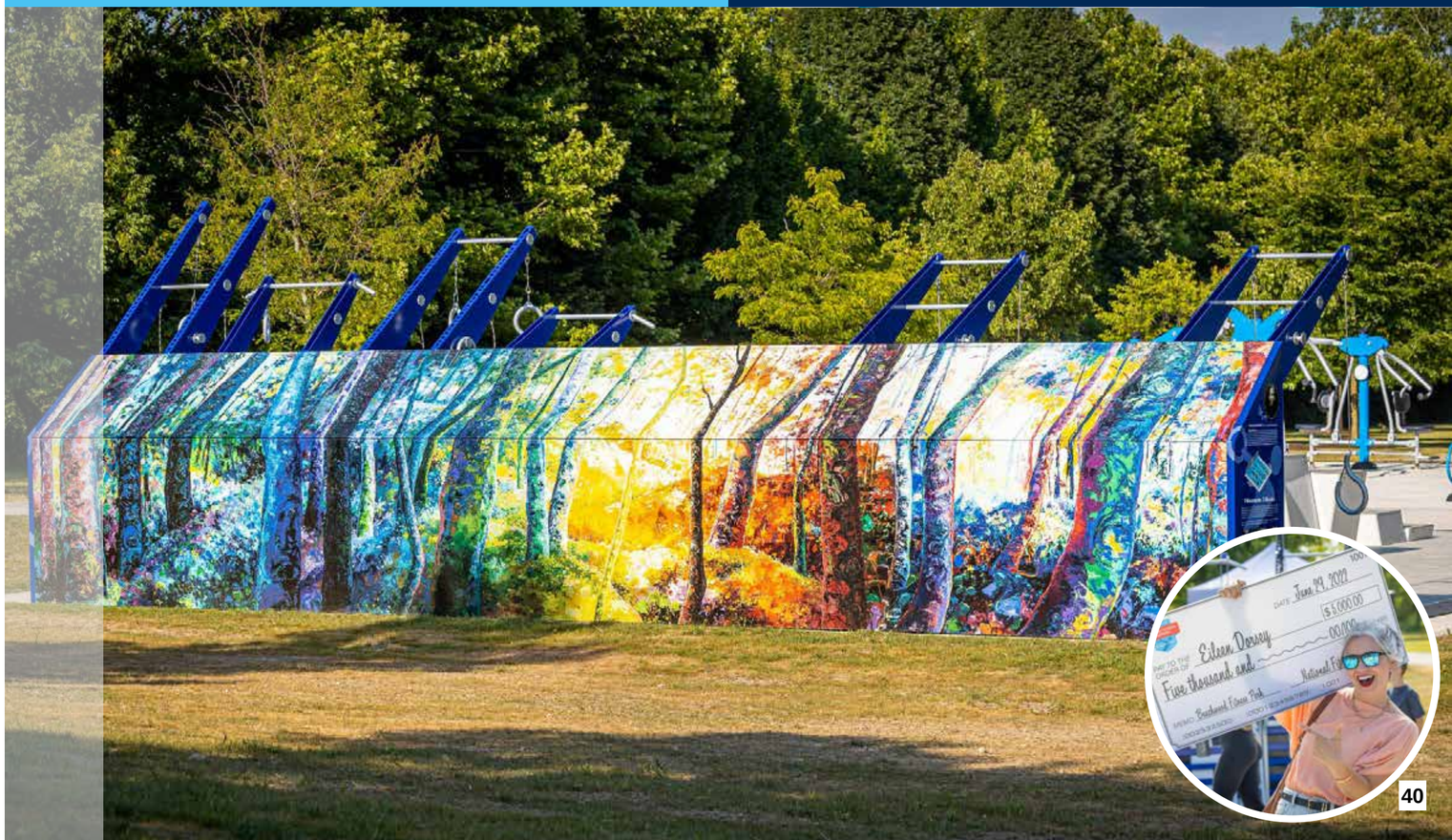
Fitness Court® Public Art

Inspiration Meets Wellness



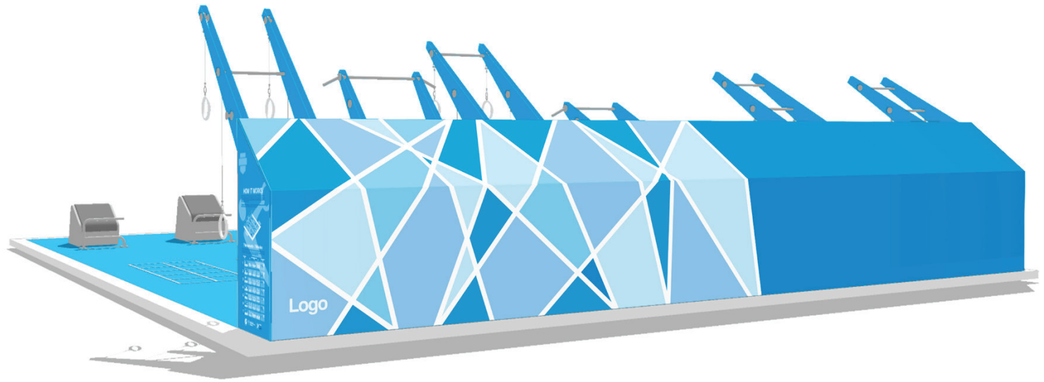


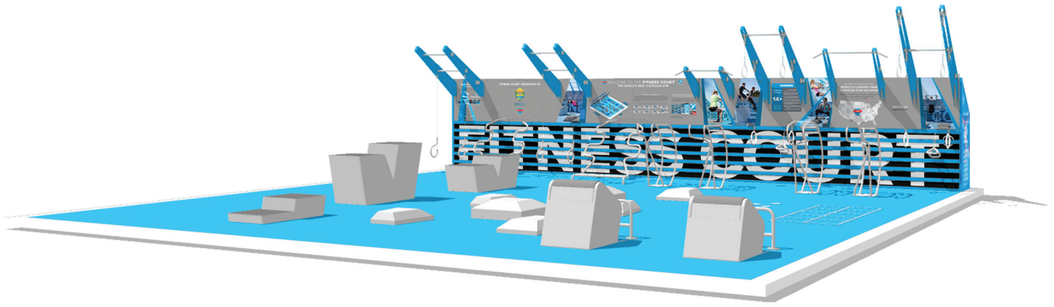




ARTISTS FROM ACROSS THE COUNTRY

Fitness Court® Public Art







2024 NFC Public Art Collection

No Additional Funding Required

EACH FITNESS COURT® IS A ONE-OF-A-KIND WORK OF ART.

NFC DESIGN STUDIO

Additional Funding Required:
$10,000



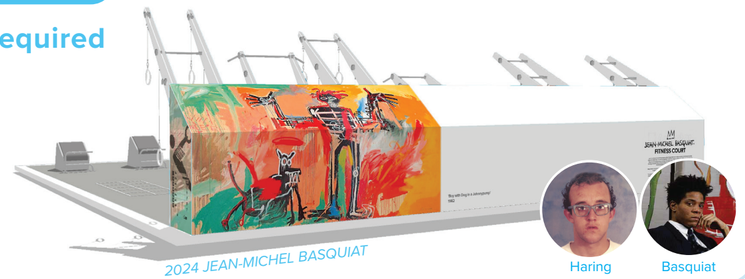
LOCAL ARTIST

Additional Funding Required:
$25,000



FEATURED ARTIST

Additional Funding Required
$35,000
Limited licenses available



2024 JEAN-MICHEL BASQUIAT

Haring Basquiat

Featured Artist Series

Licensed Public Art from America's most iconic Artists



Keith Haring was an American artist whose pop-art and graffiti-like work grew out of the New York City street culture of the 1980s. After public recognition he created larger scale works, such as colorful murals, many of them commissioned. His imagery has "become a widely recognized visual language".



*Inquire for full licensed collection



Jean-Michel Basquiat is one of the best known artists of his generation and is widely considered one of the most important artists of the 20th century. His career in art spanned the late 1970s through the 1980s until his death in 1988, at the age of 27.



*Inquire for full licensed collection



FEATURED ARTIST SERIES

Additional Funding Required

$35,000

Limited Licenses Available
for qualifying communities nationwide

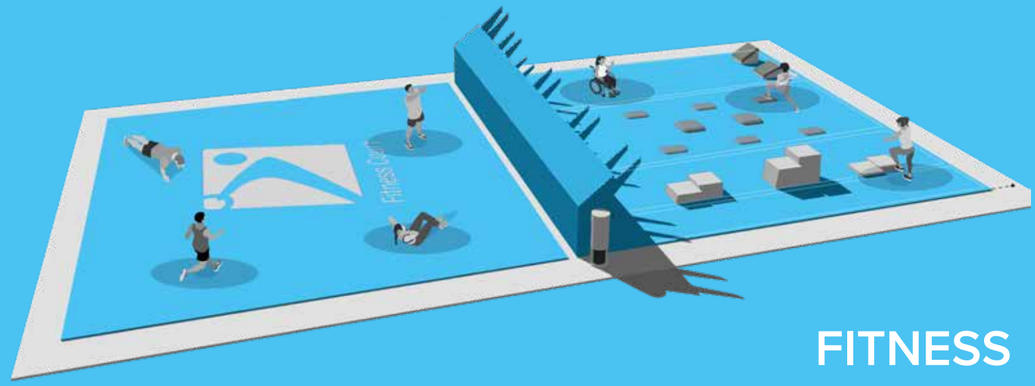






Fitness Court® Studio

Launching Nationwide



FITNESS
ART
DANCE
YOGA
ZUMBA
PILATES
STRETCH

Campaign Overview

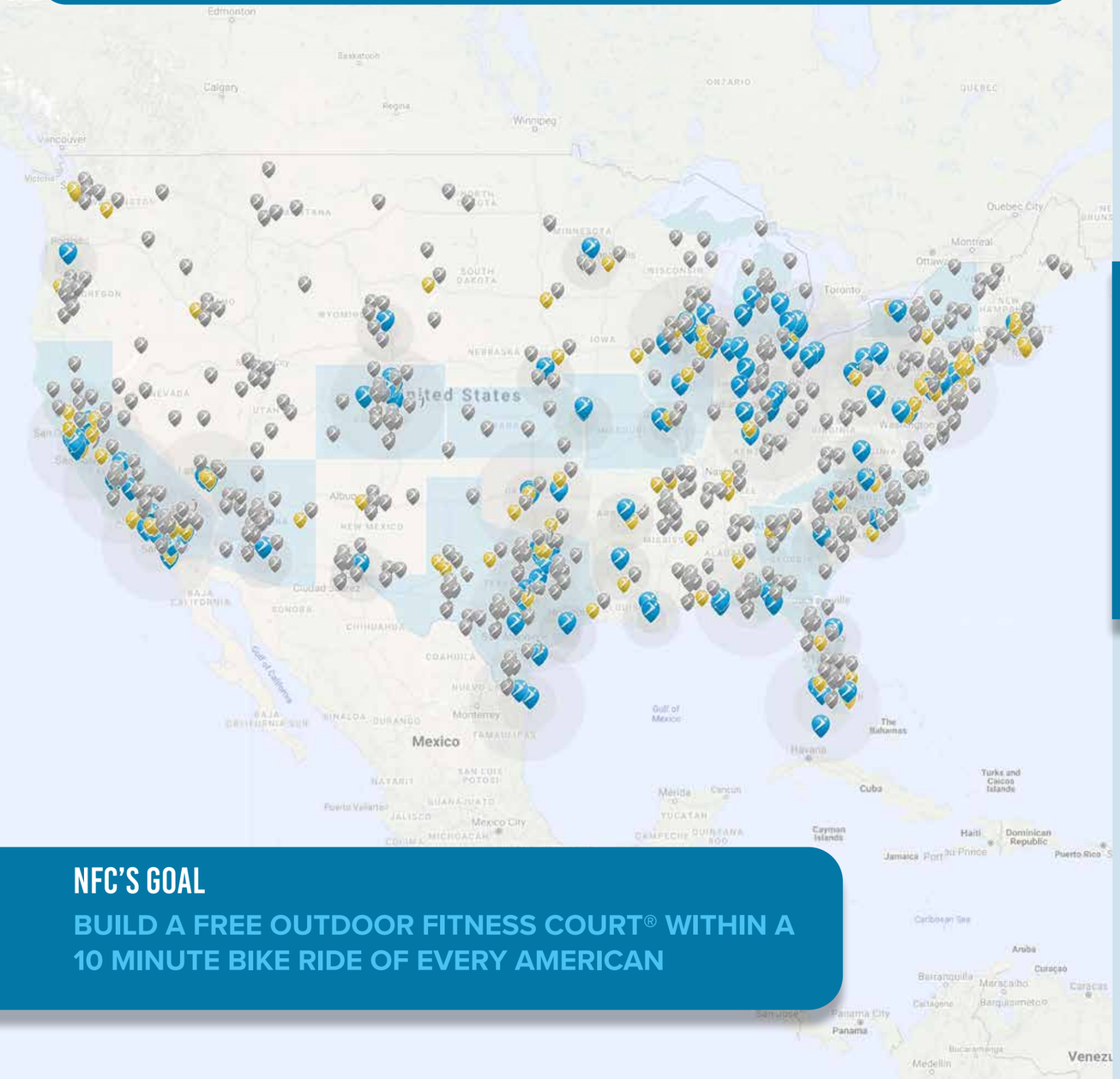
National Fitness Campaign



★ EST. 1979 ★
NATIONAL FITNESS CAMPAIGN
FITNESS COURT

A COMPREHENSIVE COMMUNITY WELLNESS PROGRAM

National Fitness Campaign Grows to 5000 Cities & Schools by 2030



NFC'S GOAL

BUILD A FREE OUTDOOR FITNESS COURT® WITHIN A 10 MINUTE BIKE RIDE OF EVERY AMERICAN

★ EST. 1979 ★
NATIONAL FITNESS CAMPAIGN
FITNESS COURT

AMERICA'S LARGEST PUBLIC-PRIVATE WELLNESS PARTNERSHIP

MAJOR HEALTHCARE PROVIDERS
MUNICIPALITIES • SCHOOLS
INDUSTRY AFFILIATES • CORPORATIONS & LOCAL SPONSORS



NATIONAL FITNESS CAMPAIGN

2024

225 PARTNERS

WE’RE PLEASED TO ANNOUNCE OUR 2024 CAMPAIGN

NFC Grant Requirements

Program Qualification



MAKING WELLNESS A PRIORITY?

STEP 1

SITE WITH IMPACT

STEP 2

FUNDING MATCH

STEP 3

CAMPAIGN TIMING

STEP 4

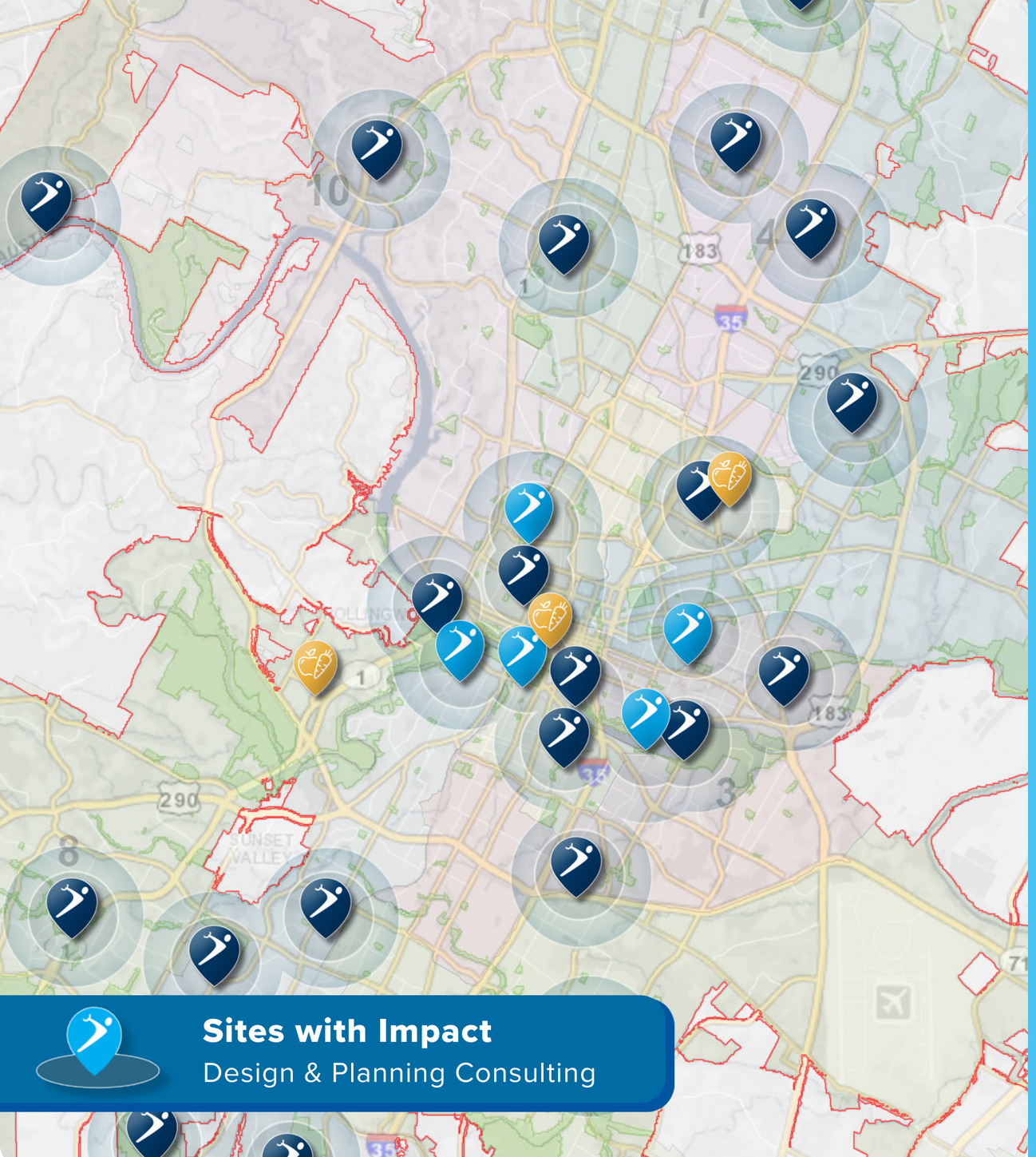
NFC GRANT PROGRAM QUALIFICATION REQUIREMENTS

Making Wellness a Priority

STEP 1







Sites with Impact
Design & Planning Consulting

STEP 2
Qualify site locations for Funding

1 VISIBLE
Site locations must be recognizable with high visibility.



2 ACTIVE
Site locations must be heavily trafficked and centrally located.



3 CONNECTED
Site locations must be integrated with pedestrian infrastructure.



2024 CAMPAIGN FUNDING REQUIREMENT

NFC PROGRAM FUNDING

The Fitness Court® and National Campaign Services — $ 160,000

NFC Grant Funding Award — ($30,000)

Art & Custom Color Options



NFC Standard
Included



NFC Design Studio
$10,000



Local Artist
$25,000



Featured Artist
$35,000

OPTIONAL

NFC PROGRAM TOTAL — **$ 130,000**

CONCRETE SLAB

Can be performed in-house or in-kind — *est.* $ 0-20,000

NFC APPROVED INSTALLER NETWORK - INSTALLATION TEAM

Turn Key Fitness Court Assembly
Art & Graphic Installation
Installation Partner *(separate agreement)* — $ 25,000

With Prevailing Wage Rates: $27,000

Fitness Court installation is a specialized installation that requires expertise, proper certifications, and proven field experience

INSTALLATION & CONCRETE TOTAL ESTIMATE — **$ 25,000-47,000**

STEP 3

AWARDEE TOTAL REMAINING FUNDING REQUIREMENT

PROGRAM + INSTALLATION

$155,000-$177,000

Includes standard art collection

2024 CAMPAIGN FUNDING REQUIREMENT

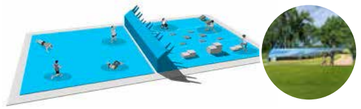
FITNESS COURT | STUDIO

NFC PROGRAM FUNDING

The Fitness Court® Studio and National Campaign Services — $ 195,000

National Fitness Campaign Grant Award — ($30,000)

Fitness Court® Studio Art Options: *(note: powder-coating color and included art design dependent on state sponsor)*



Design Studio Standard Art
Included



Local Artist
$25,000

OPTIONAL

NFC PROGRAM TOTAL **$ 165,000**

CONCRETE SLAB (FULL STUDIO DIMENSIONS 38X76)

Can be performed in-house or in-kind — *est.* $ 0-40,000

NFC APPROVED INSTALLER NETWORK - INSTALLATION TEAM

Turn Key Fitness Court® Studio Assembly
Art & Graphic Installation
Installation Partner *(separate agreement)* — $ 32,500

With Prevailing Wage Rates: $34,500

Fitness Court® Studio installation is a specialized installation that requires expertise, proper certifications, and proven field experience

INSTALLATION & CONCRETE TOTAL ESTIMATE **$ 32,500-72,500**

STEP 3

AWARDEE TOTAL REMAINING FUNDING REQUIREMENT

PROGRAM + INSTALLATION

$197,500-$237,500

Includes standard art collection, does not include prevailing wage rates

Alternate Funding Pathways

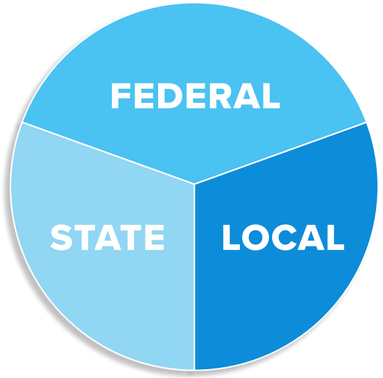
Federal | State | Local | Regional



ALTERNATE FUNDING PATHWAYS

NFC CONSULTATIVE SUPPORT

FEDERAL AND STATE FUNDING



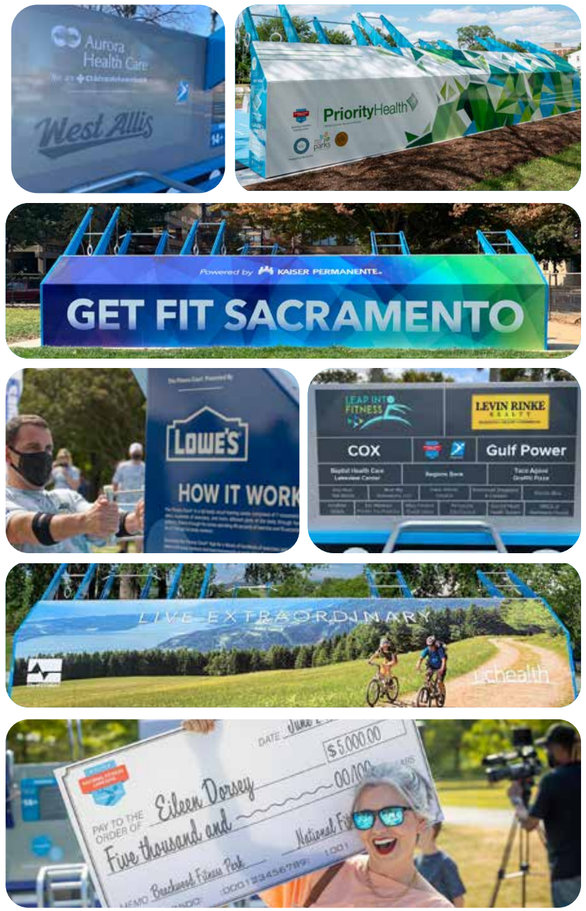
Expert funding consulting for eligible partners

TRAVEL, TOURISM AND OUTDOOR RECREATION EDA

CDBG COMMUNITY DEVELOPMENT BLOCK GRANT

THE AMERICAN RESCUE PLAN

LOCAL AND REGIONAL SPONSORS



2024 GRANT APPLICATION PERIOD NOW OPEN

Campaign seeking qualified applicants able to meet the 2024 time frame for adoption and local funding match.



Partnership Qualification Process
Campaign Overview

STEP 4

PRE APPLICATION PHASE
1 Feasibility Review
2 Evaluation Call
3 Non-Binding Grant Application

AWARD PHASE
4 Award of Grant Eligibility *(First Come, First Served for Qualified Applicants)*
5 Local Adoption by Governing Body
6 Develop and Confirm Funding Match

LAUNCH PHASE
7 Shipment for Storage
8 Install Concrete Slab and Art Approval
9 Fitness Court Assembly
10 Press Launch Ceremony

FITNESS COURT OPEN!

Discussion - Q&A

National Fitness Campaign

STEP 1
MAKING WELLNESS A PRIORITY?

STEP 2
SITE WITH IMPACT

STEP 3
FUNDING MATCH

STEP 4
CAMPAIGN TIMING

NEXT STEP
SCHEDULE EVALUATION CALL





Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/30/23
Department: Board of Parks and Recreation
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-1072 Blue Ridge Watershed Coalition - John Maxey Presentation

Blue Ridge Watershed Coalition - John Maxey Presentation

ATTACHMENTS:

- BRWC_SourceTrackingFinalReport.pdf

September 1, 2023
CWA §319 Project Final Report
BRWC Bacteria Source Tracking Project

Awarding Agency	FAIN	Federal Award Date	CFDA # and name
EPA	00350021	07/22/2021	66.460/319 AGO

Grant Year	Program Period	NPS Number	Subrecipient FEIN	SAM UID
2022	EY21	NPS1815	452105782	FQ8DB58AM758



Shenandoah River at Harpers Ferry

Blue Ridge Watershed Coalition
SAM UID: FQ8DB58AM758
P.O. Box 538
Harpers Ferry, WV 25425

Email: blueridgewatershed@gmail.com WEB: www.blueridgewatershed.org
Chair Ronda Lehman: 304-261-8070
Project Chair John Maxey: 304-707-1954

HUC-8 Code (2070007) Shenandoah Jefferson
HUC-12 Code (20700070301) Bullskin Run
HUC-12 Code (20700070302) Evitts Run
HUC-12 Code (20700070303) Furnace Run

303(d) list Stream Code (WV-PS-32_01) Hog Run
303(d) list Stream Code (WV-PS-21-A_01) Little Lake Run
303(d) list Stream Code (WV-PS-19_01) Johnsons Hill
303(d) list Stream Code (WV-PS-14_01) Forge Run
303(d) list Stream Code (WV-PS-18_02) Evitts Run
303(d) list Stream Code (WV-PS-18_03) Evitts Run
303(d) list Stream Code (WV-PS-25_02) Bullskin Run
303(d) list Stream Code (WV-PS-25_03) Bullskin Run
303(d) list Stream Code (WV-PS-25-G_01) North Fork Bullskin Run

Summary

The Blue Ridge Watershed Coalition has been monitoring water quality of the Shenandoah River and its tributary streams in Jefferson County for ten years. With funding from the Eastern Panhandle Conservation District and the Two Rivers Giving Circle, BRWC has collected water quality data from March 2013 through August 2023 for analysis at the Friends of the Shenandoah River water quality lab at Shenandoah University. This data has been forwarded to the West Virginia DEP and used in the Integrated Water Quality Assessment reports filed with EPA as required by the 1972 Clean Water Act. Completed every two years, the assessments are used to establish the list of impaired waters for which states must establish plans for the reduction of pollutants to acceptable levels.

Twenty-five years ago, only one stream in Jefferson County's Shenandoah River watershed was listed on the West Virginia 303(d) list, (*An ecological assessment of the West Virginia portions of the Shenandoah River watershed – 1996,* 1998). As of this year, there are ten - with nine of the streams/stream segments monitored by BRWC now listed in addition to the Shenandoah River. All nine of the new listings are for biological impairment by fecal coliform bacteria.

The purpose of this study is to determine sources of the contamination using quantitative polymerase chain reaction (qPCR) analysis (Haugland et al. 2005, Wade et al. 2010) for mitochondrial DNA markers using host primers of six suspected source species. Samples were collected according to the project SOP and pushed through a filter using a sterilized plunger before being injected with preservative and sealed. Sealed filters were then shipped to Jonah Ventures environmental DNA lab in Boulder, Colorado and analyzed using an Illumina Miseq sequencer.

Previous monitoring data indicated that bacterial contamination may vary according to temperature and rain events. To account for these differences, samples were taken at each of nine sites at three different times over the course of the year. The first samples were obtained on December 12, 2022, with an average temperature of 38ºF and no rain within 48 hours. The second samples were obtained on April 29, 2023, with an average temperature of 54ºF and .71 inches of rain in the 24 hours prior. The final samples were obtained on August 14, 2023, when the temperature averaged 77ºF with .17 inches of rain 36 hours prior.

The geometric mean of all samples pulled from streams listed as impaired across all three seasons shows that human feces is the primary contributor to bacterial contamination in these streams. Pet waste is a distant secondary source and, with the exception of Bullskin Run, agricultural sources are minimal. Differences between streams and from season to season indicate differences in sources and a requirement for site specific mitigation strategies.

Species	DNA Copies per 100mL
E.coli	49
Human	48
Dog	18
Bovine	2
Swine	1
Poultry	1
Sheep	0

Table 1

Problem Description

Sixty-two percent of tributary stream samples over the ten-year period monitored by BRWC have contained levels of E. coli that exceed the recreational water standard set by the EPA in 2012. The chart below shows the E. coli level average for the 303(d) listed streams for each sample date over the past ten years. The EPA limit of 100 CFU 100/mL (shown as the reference line) is estimated to cause 32 illnesses per 1,000 recreational users, (US EPA, 2012).

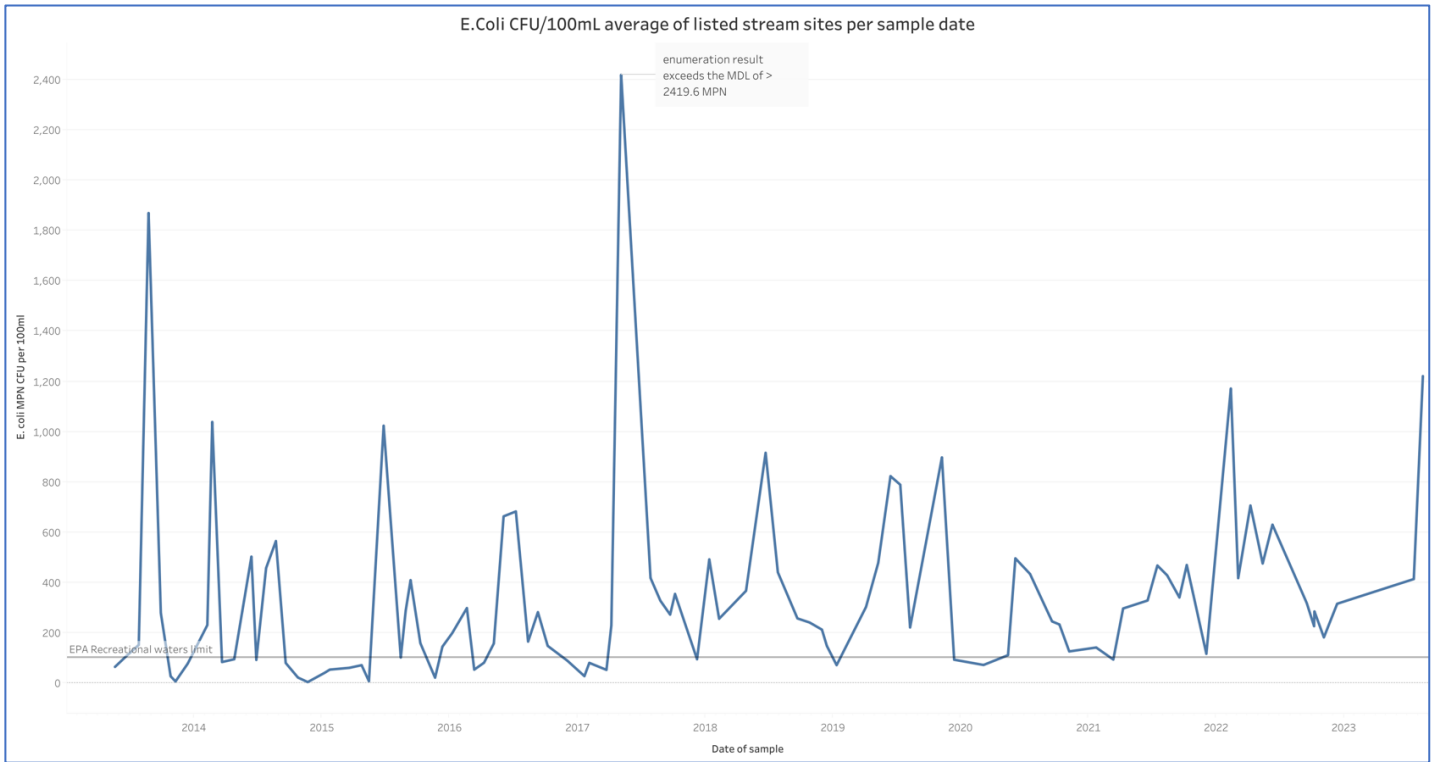


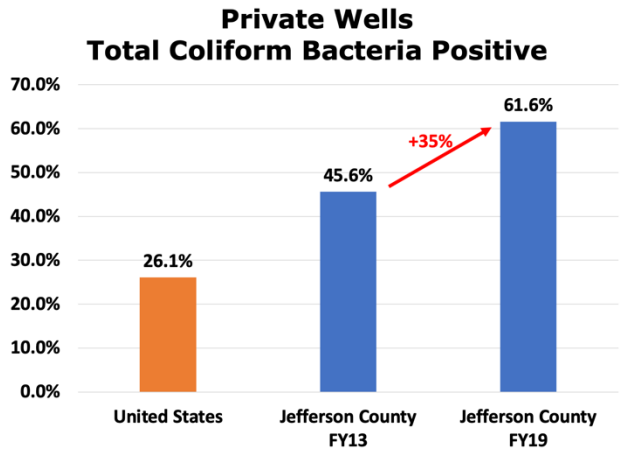
Chart 1

Coliform bacteria contamination is a long-standing problem in Jefferson County. A 1991 USGS study of water quality in Jefferson County found that fifty-three percent of tested residential water wells contained fecal coliform, (Kozar et al. 1991). The 1996 DEP Assessment of fifteen sites in the Shenandoah watershed found ten with fecal coliform levels that exceeded the criterion for recreational uses, and list cattle as "the largest single problem in the watershed", (*An ecological assessment of the West Virginia portions of the Shenandoah River watershed – 1996,* 1998). In an indication that the problem is worsening, three streams on the Blue Ridge that were below the coliform criterion in the 1996 study are now contaminated and included on the 303(d) list.

A study of private water sources in the Republic of Ireland found that karst areas like Jefferson County (west of the Shenandoah River) are extremely vulnerable to surface contamination of groundwater, (Hynds et al. 2012). The same study found that private water wells located within 300 feet and downslope of septic fields are 2.9 times more likely to be contaminated than those that are further away. Current regulations allow wells to be placed just one third of that distance from septic fields.

In 2010 Dr. Peter Villa of Shepherd University conducted a study of spring water quality that found high levels of E. coli even at headwater springs of streams across the county, indicating groundwater contamination, (Villa 2010).

Jefferson County Health Department tests of 770 private well water samples over a seven-year period found that fecal coliform contamination had increased by 35% between July 2012 and June 2019 when the contamination rate was 61.6% - more than double the national average, (Caruso-DiPaolo, 2019). Consumption of contaminated groundwater is estimated to cause over 6.5 million illnesses per year in the U.S., (Hynds et al., 2014).



Caruso-DiPaolo, 2019

Even without surface to groundwater transfer and well water contamination, recreational contact with contaminated water can also be hazardous. Between 2000 and 2014 states reported 140 recreational water contact disease outbreaks and two deaths to the Center for Disease Control and Prevention, (Graciaa et al. 2019).

Samples from the main stem of the Shenandoah exceeded the limit in only seventeen percent of samples, usually following rain events that flush contaminants from the streams and surrounding land. Except for the 48 hours following a rain event, the Shenandoah remains within safe limits for recreational use and has not been listed as impaired by biological contaminants. The river is a primary tourist attraction in Jefferson County with three firms running rafting and tubing excursions on its banks. Tourism in Jefferson County provides 7,000 jobs and contributes $840 million to the local economy each year, (Dean Runyon Associates, 2019). In addition to protecting the health of residents and visitors, addressing the causes of contamination in the tributary streams can help prevent higher levels in the river and protect the tourist economy.

Project Highlights

The Clean Water Act requires that degraded streams on the 303(d) list be restored to their designated uses. The West Virginia Department of Environmental Protection will assign a team to assess each impaired watershed to establish "Total Maximum Daily Loads" (TMDL) of the contaminants causing impairment and design plans for restoration. With this report BRWC hopes to assist these efforts by providing information that can help target the correct sources and establish the most cost effective and direct solutions.

As stated in the 1996 DEP assessment, the primary source of fecal contamination has long been assumed to be agriculture. Heavier agricultural uses in the Virginia portions of the river have influenced this assumption as high biological contamination there is still attributed primarily to cattle and chicken farming, (Schaeffer, 2017). But an overview of land uses in the areas of Jefferson County where the newly listed streams flow shows a wide variety of both uses and geology. The Bullskin Run in southern Jefferson County flows through a karst valley of large farms while the Evitts Run flows through the urban areas of both Ranson and Charles Town. The Hog Run on the southern end of the Blue Ridge in West Virginia is almost entirely in protected forest, and all three of Little Lake Run, Johnson's Hill, and Forge Run flow through more heavily developed non-karst areas of the Blue Ridge.

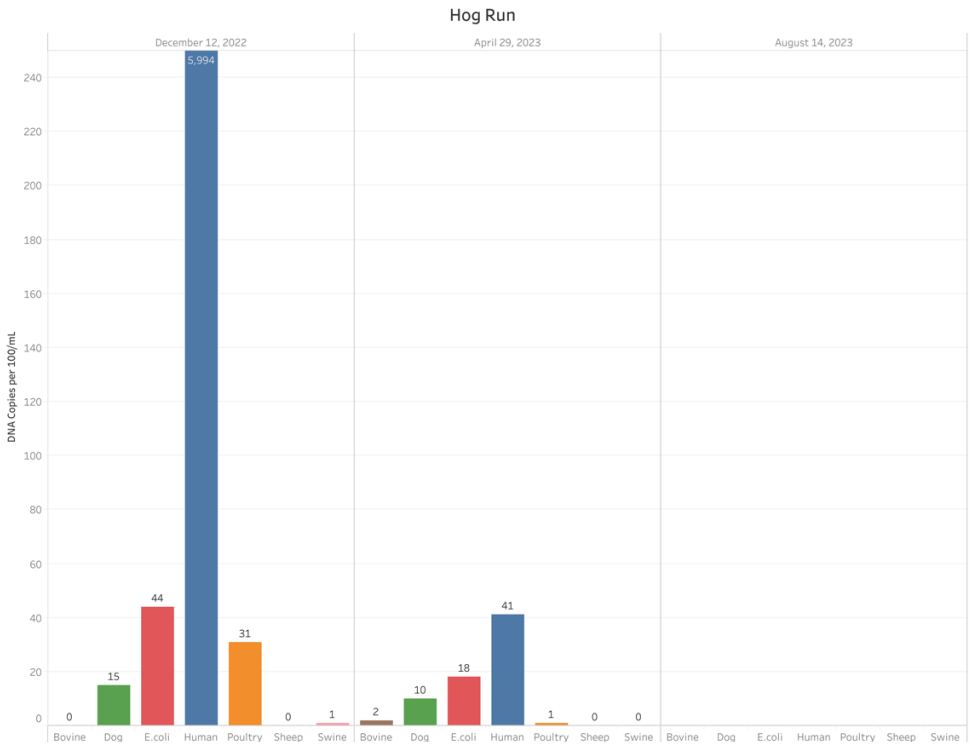
Differences in levels of DNA from site to site and between environmental conditions can assist in determining causes. Two different segments of both Hog Run and Evitts Run were included and the differences from segment to segment can also help define causes. The Evitts Run Park sample site is prior to both the Charles Town and Cave Road sewage treatment plants, both of which emit effluent into the stream. The Hog Run primary site is near the mouth at the river, while site "T0A" is a few miles upstream.

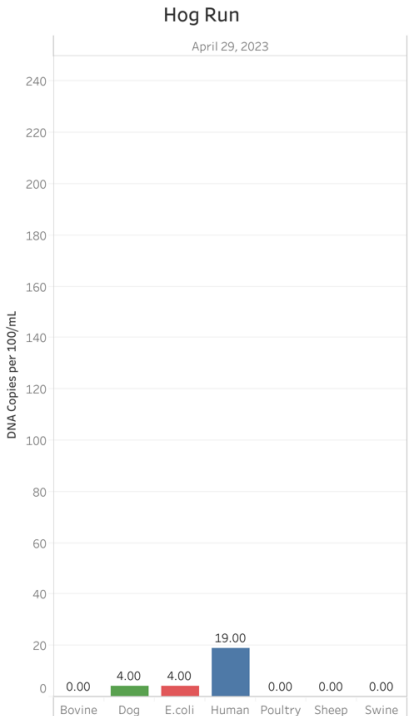
To facilitate sharing of data BRWC has established credentials for access and posting of data to the EPA's Water Quality Exchange Portal (WQX) as BRWC_WV. Projects and site locations have been created on the portal for the Coalition's long-term monitoring data and for the DNA source tracking project. Activity data will be uploaded once the DNA activity classifications are established.

Results

As referenced in Table 1 in the report summary, the geometric mean of all samples across seasons and sample sites indicates a primarily human cause of the coliform contamination in Jefferson County. But large differences from site to site and across seasons can be seen in the samples as shown on the following pages.

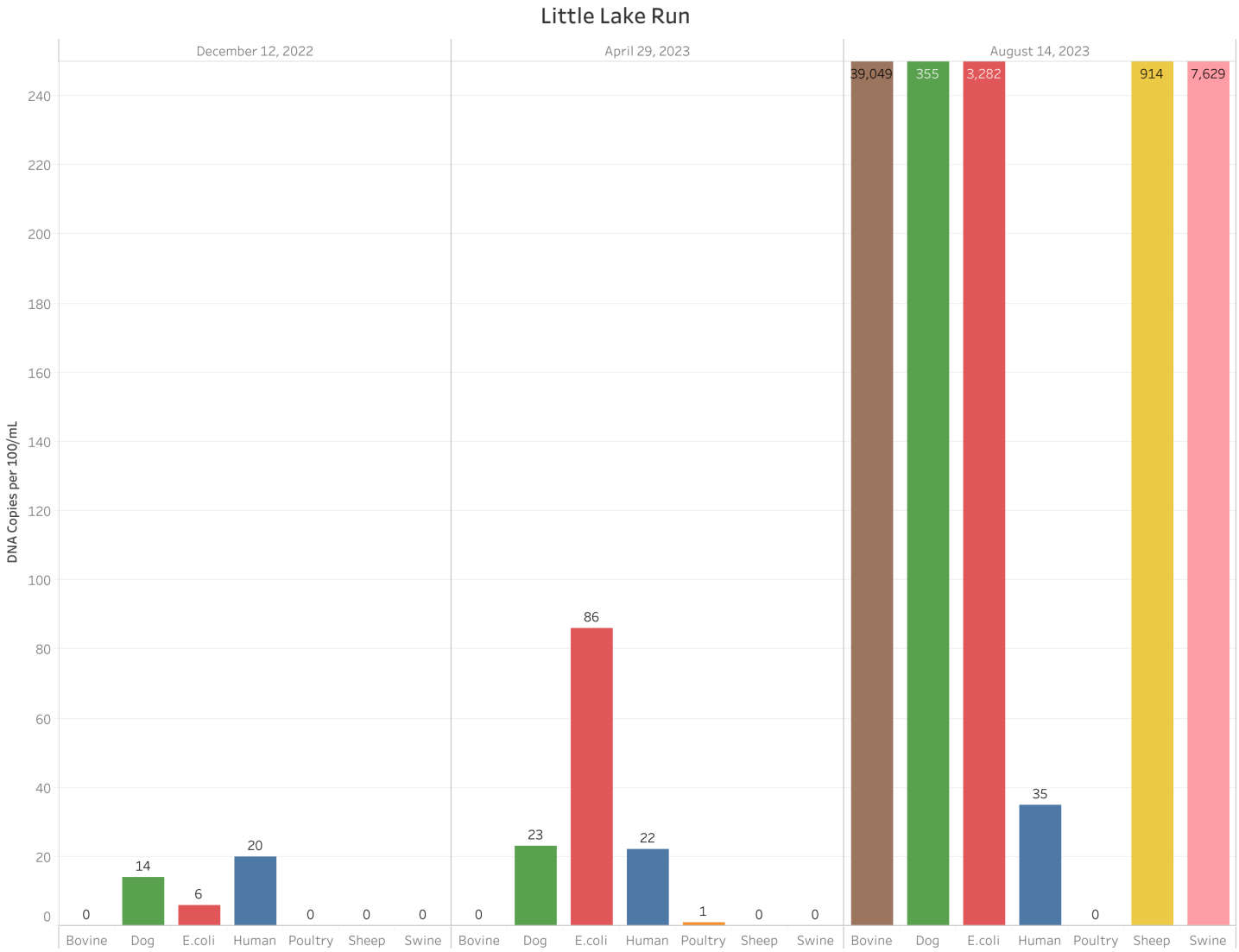
Hog Run - 303(d) list Stream Code (WV-PS-32_01)





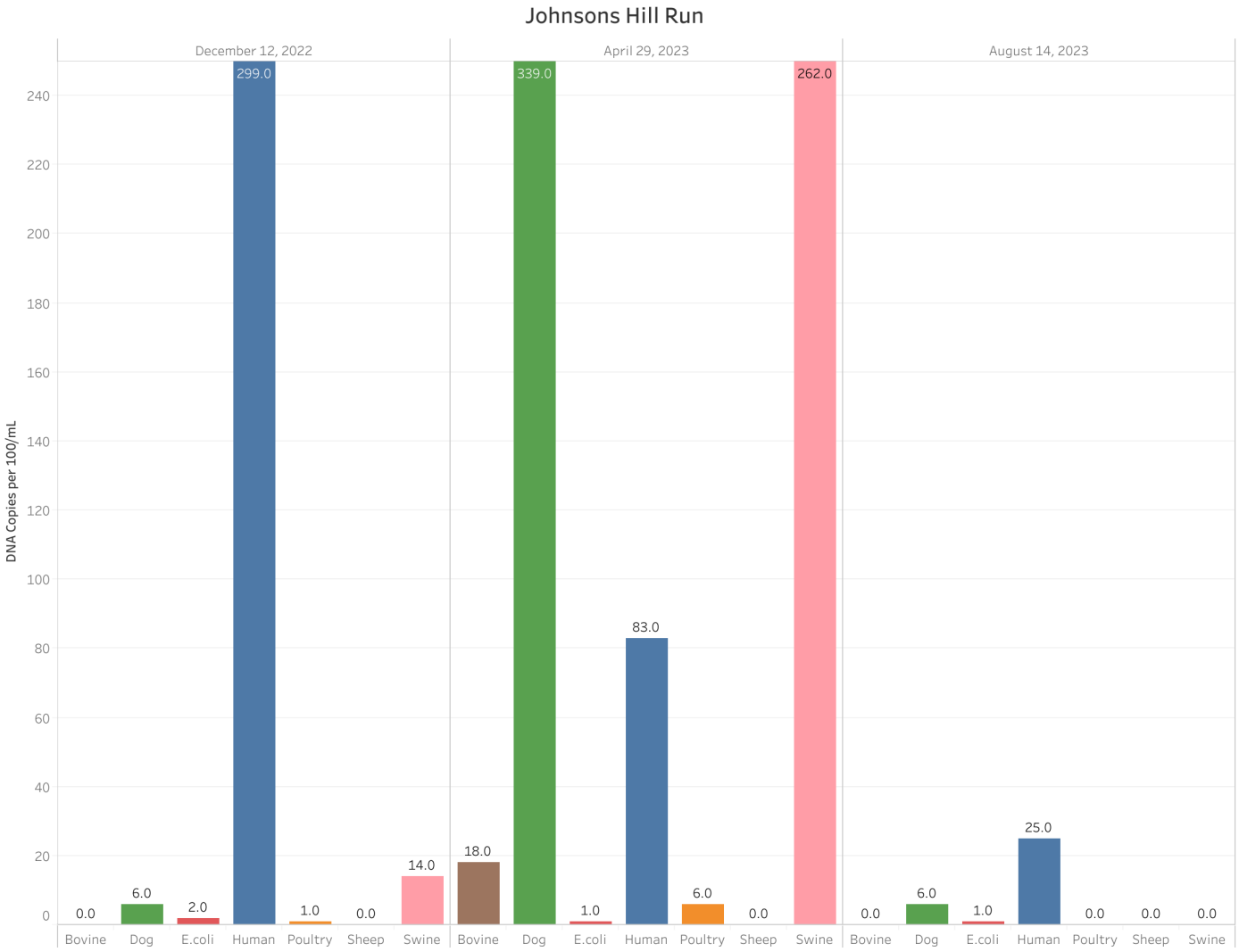
High levels of E. coli and human DNA markers in the December sample at Hog Run prompted a secondary sample (shown on the right) in April two miles upstream where it intersects Mission Road. The Mission Road sample shows an E. coli reading of just twenty-two percent of the 18 copies further downstream, and a human marker count of about one half. The difference indicates a human source closer to the Shenandoah River. The stream was too dry on August 14th to allow a sample to be taken.

Little Lake Run - 303(d) list Stream Code (WV-PS-21-A_01)



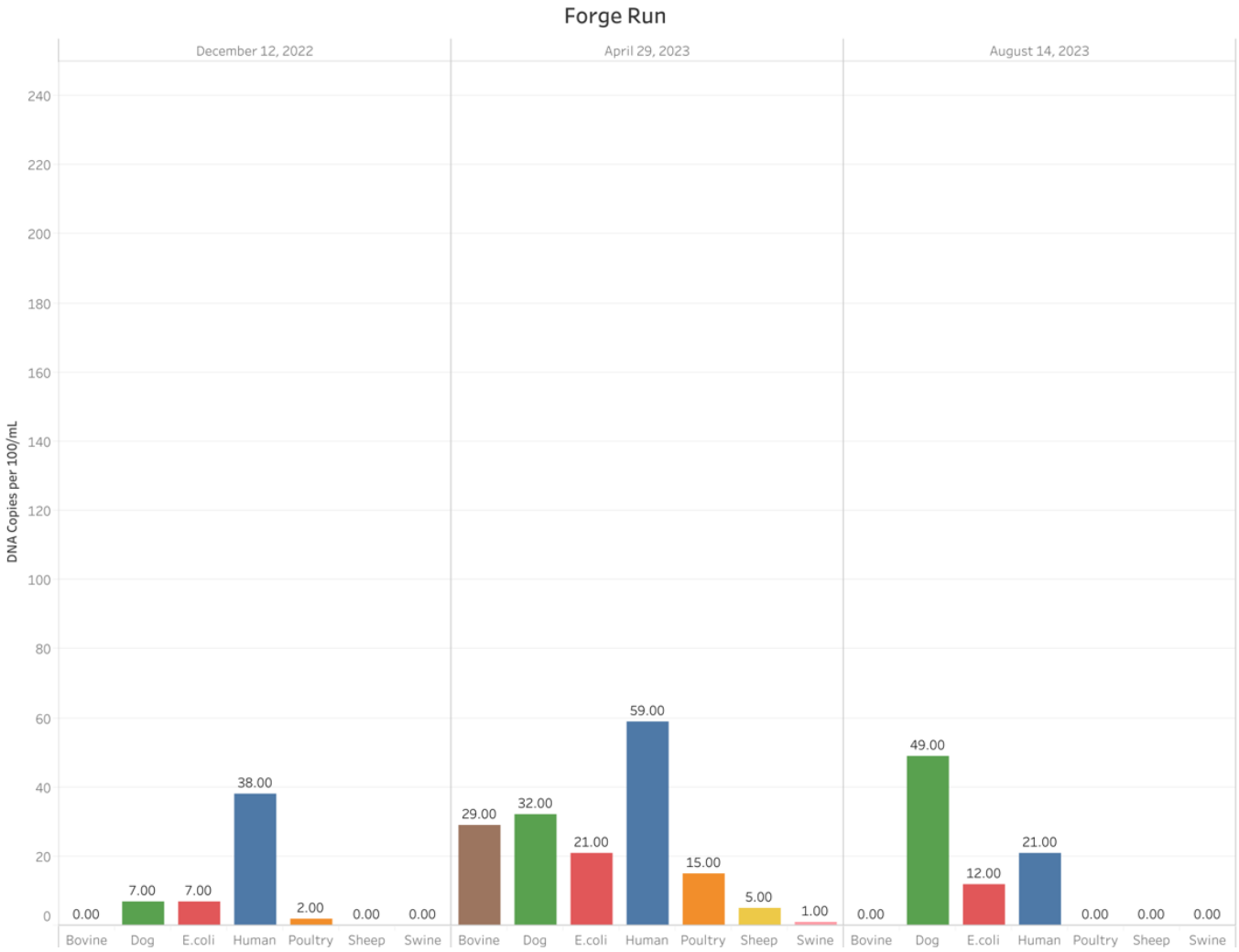
Monitoring over the past ten years has regularly shown high E. coli levels at Little Lake Run. A BRWC volunteer was hospitalized in 2015 with and infection thought to have resulted from contact in the stream. The extraordinary results from the August sample indicate a small farm source in the Shannondale community further up the Blue Ridge.

Johnson's Hill Run - 303(d) list Stream Code (WV-PS-19_01)



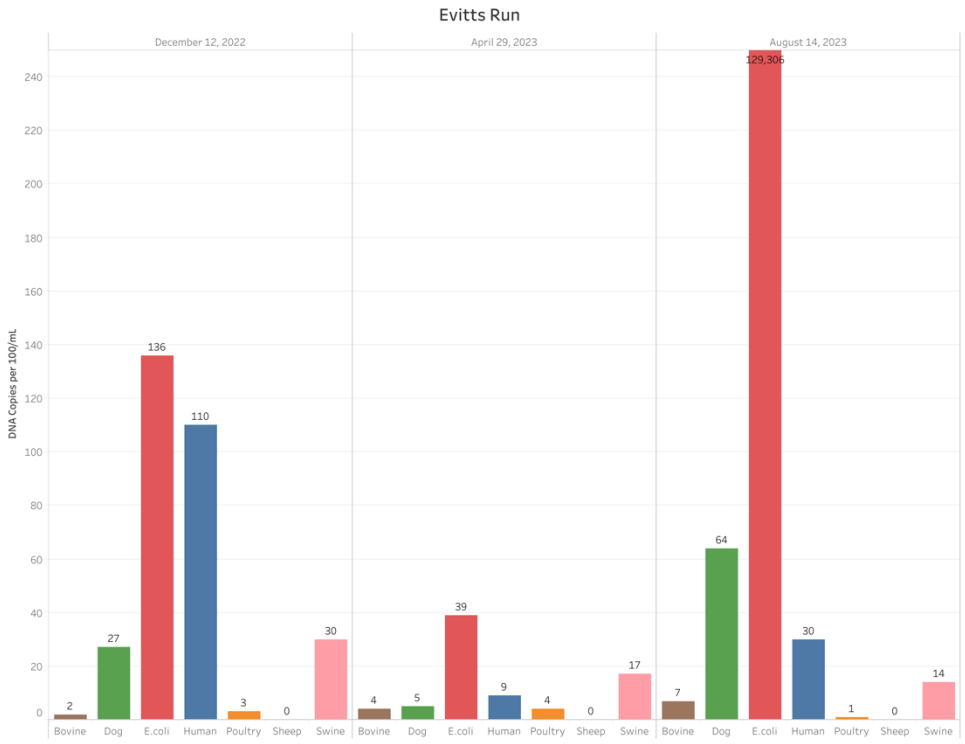
In late 2021 and into 2022 half a dozen pigs had been abandoned by their owner and were running loose in the "Gate 1" area of Shannondale that drains into Johnson's Hill Run. A community education campaign about the importance of managing pet waste might also be helpful with this watershed.

Forge Run - 303(d) list Stream Code (WV-PS-14_01)

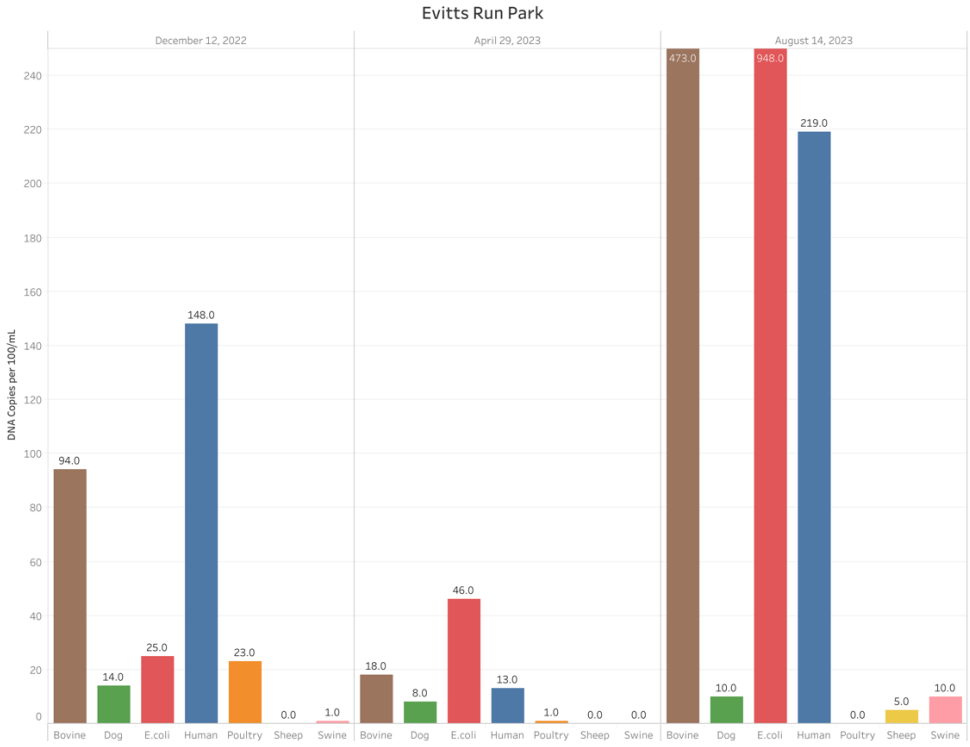


The Forge Run watershed appears to be influenced by both human and pet DNA. Septic system pumping and inspections as well as pet waste management campaigns may be beneficial.

Evitts Run - 303(d) list Stream Code (WV-PS-18_03)

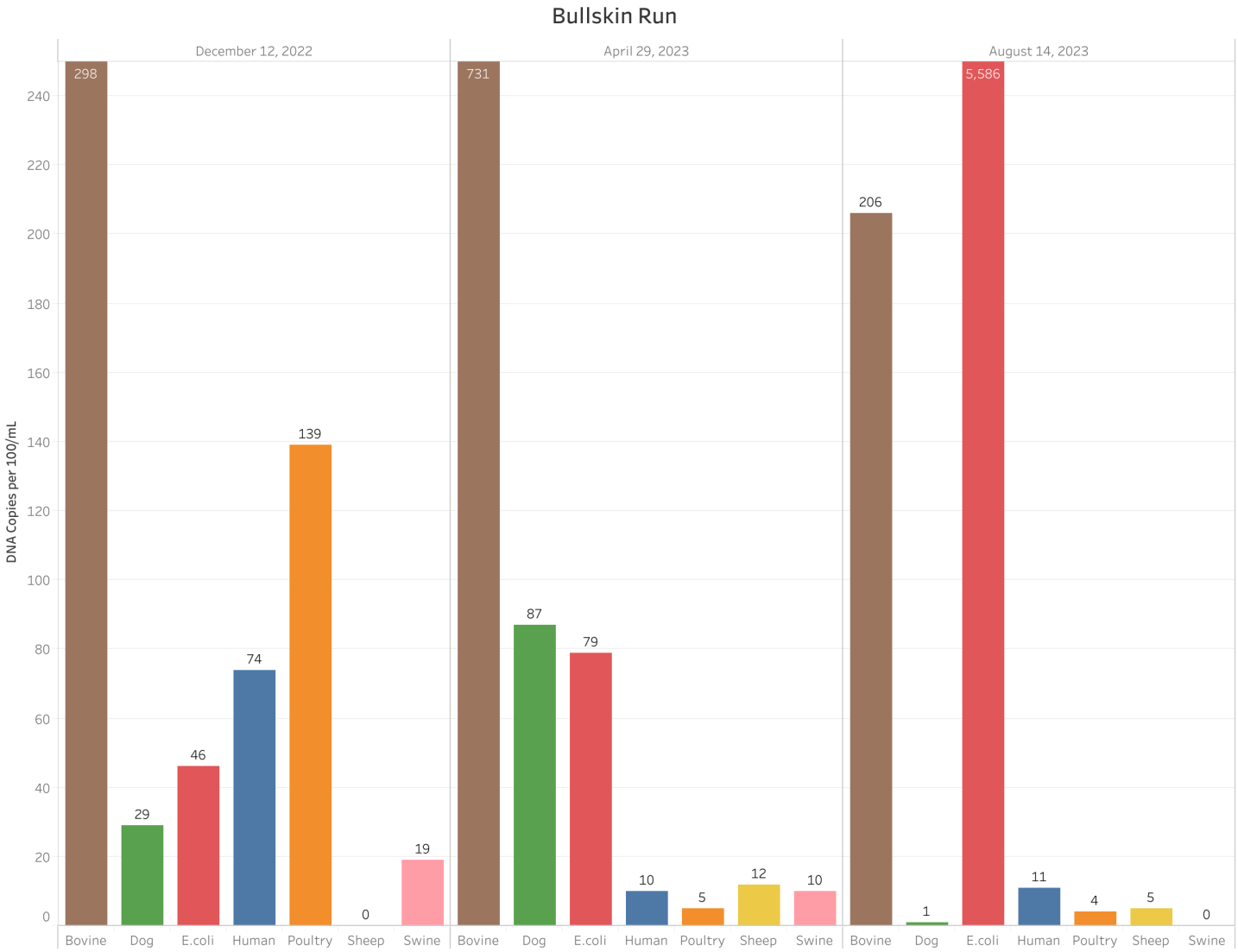


Evitts Run Park - 303(d) list Stream Code (WV-PS-18_02)



The Evitts Run shows a high level of human DNA as well as an unexpectedly high count for Bovine. The stream headwaters are in a more agricultural part of the county before it flows through Charles Town and receives effluent from two Charles Town treatment plants as well as the Cave Road plant. The 129,306-copy count for E. coli in the August sample at Evitts Run is alarmingly high.

Bullskin Run – 303(d) list Stream Code (WV-PS-25_02)



The Bullskin Run shows influences from human, poultry and pets but is primarily influenced by cattle.

BRWC Source Tracking Data		Copies per 100mL						
Sample Location	Date	E.coli	Human	Dog	Bovine	Swine	Poultry	Sheep
Hog Run	12/12/22	44	5994	15	0	1	31	0
Hog Run	4/29/23	18	41	10	2	0	1	0
Hog Run - Wilderness	4/29/23	4	19	4	0	0	0	0
Little Lake Run	12/12/22	6	20	14	0	0	0	0
Little Lake Run	4/29/23	86	22	23	0	0	1	0
Little Lake Run	8/14/23	3282	35	355	39049	7629	0	914
Johnson's Hill Run	12/12/22	2	299	6	0	14	1	0
Johnson's Hill Run	4/29/23	1	83	339	18	262	6	0
Johnson's Hill Run	8/14/23	1	25	6	0	0	0	0
Forge Run	12/12/22	7	38	7	0	0	2	0
Forge Run	4/29/23	21	59	32	29	1	15	5
Forge Run	8/14/23	12	21	49	0	0	0	0
Bullskin Run	12/12/22	46	74	29	298	19	139	0
Bullskin Run	4/29/23	79	10	87	731	10	5	12
Bullskin Run	8/14/23	5586	11	1	206	0	4	5
Evitts Run	12/12/22	136	110	27	2	30	3	0
Evitts Run	4/29/23	39	9	5	4	17	4	0
Evitts Run	8/14/23	129306	30	64	7	14	1	0
Evitts Run Park	12/12/22	25	148	14	94	1	23	0
Evitts Run Park	4/29/23	46	13	8	18	0	1	0
Evitts Run Park	8/14/23	948	219	10	473	10	0	5
GeoMean		49	48	18	2	1	1	0

Chart 2 - Full DNA data set

Partners and funding

Funding for the Bacteria Source Tracking project was provided by West Virginia Department of Environmental Protection AGO Non-Point Source Program. The required in-kind match was provided by an independent "Healing the Planet" grant from Giant Foods through Keep Pennsylvania Beautiful, and donated time and operating costs from BRWC. Table 1 provides the original proposed budget and Table 2 the actual costs for the AGO.

Table 1: Proposed costs

Budget Item	AGO Grant	In Kind	Nonfederal funds	Total
DNA Lab fees	$2,750.00		$625.00	$3,375.00
Shipping			$270.00	$270.00
Volunteer time		$945		$945.00
Total	$2,750.00	$945	$895.00	$4,590.00

Table 2: Actual costs

Budget Item	AGO Grant	In Kind	Nonfederal funds	Total
DNA Lab fees	$2,750.00		$930.00	$3,680.00
Shipping			$337.20	$337.20
Volunteer time		$945		$945.00
Total	$2,750.00	$945	$1267.20	$4,962.20

Expenditures

§319 Financial Report

Project:	Blue Ridge Watershed Coalition Bacteria Source Tracking Project		
NPS #:	NPS1815	Phone:	304-707-1954
Fiscal Year:	2023	Fax:	
E-mail:	JohnRMaxey@gmail.com		
Grantee:	Blue Ridge Watershed Coalition		
Contact:	John Maxey		
Reporting period:	10/01/22 (From)	08/31/23 (To)	
§319 grant funds awarded:	$2,750.00		

Items for match	Match $
DNA Source tracking lab fees - December 12, 2022	$310.00
DNA Source tracking lab fees - April 29, 2023	$310.00
DNA Source tracking lab fees - August 14, 2023	$310.00
Shipping	$337.20
Volunteer time for nine sites	$945.00
Totals	$2,212.20
Request for reimbursement(s) during period	Spent $
DNA Source tracking lab fees - December 12, 2022	$916.67
DNA Source tracking lab fees - April 29, 2023	$916.67
DNA Source tracking lab fees - August 14, 2023	$916.67
Totals	$2,750.01
Remaining Balance	($0.01)

Provide a list any businesses used in the project that qualify as DBEs.

DBEs			$
Totals:	$0.00		

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Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/30/23
Department: Board of Parks and Recreation
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-1073 Skate Park Project - RFP from artists

Skate Park Project - RFP from artists

ATTACHMENTS:

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/30/23
Department: Board of Parks and Recreation
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-1074 Augustine Avenue Trail Phase 3

Augustine Avenue Trail Phase 3

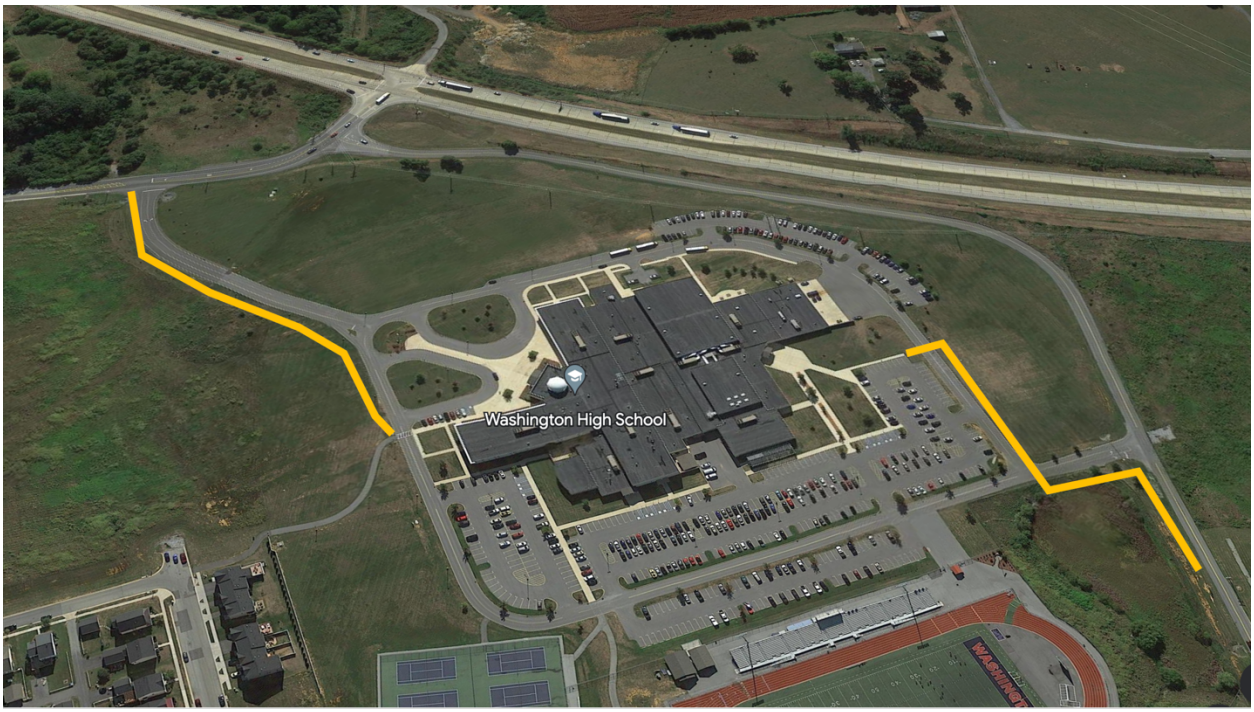
ATTACHMENTS:

- Trail Options for Phase 3.pdf

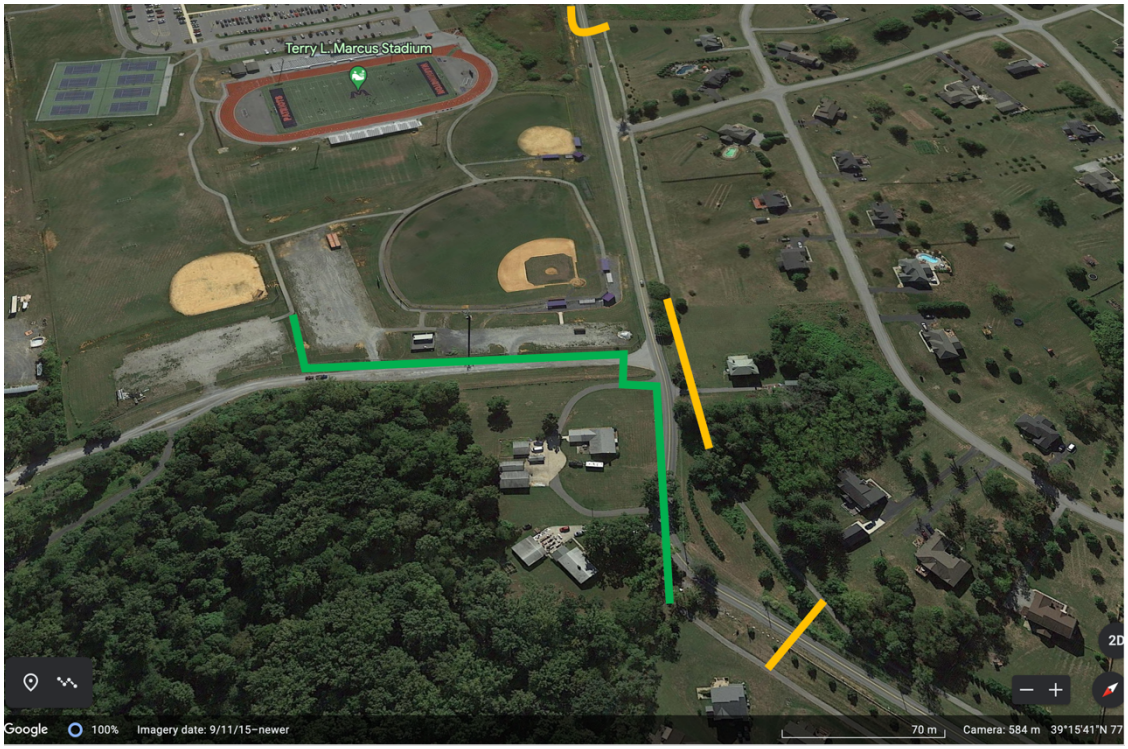
Potential Options for Phase 3 of Augustine Trail

* Note that all additions in Phase 3 must be physically and functionally connected to the Augustine Trail Phases 1 & 2

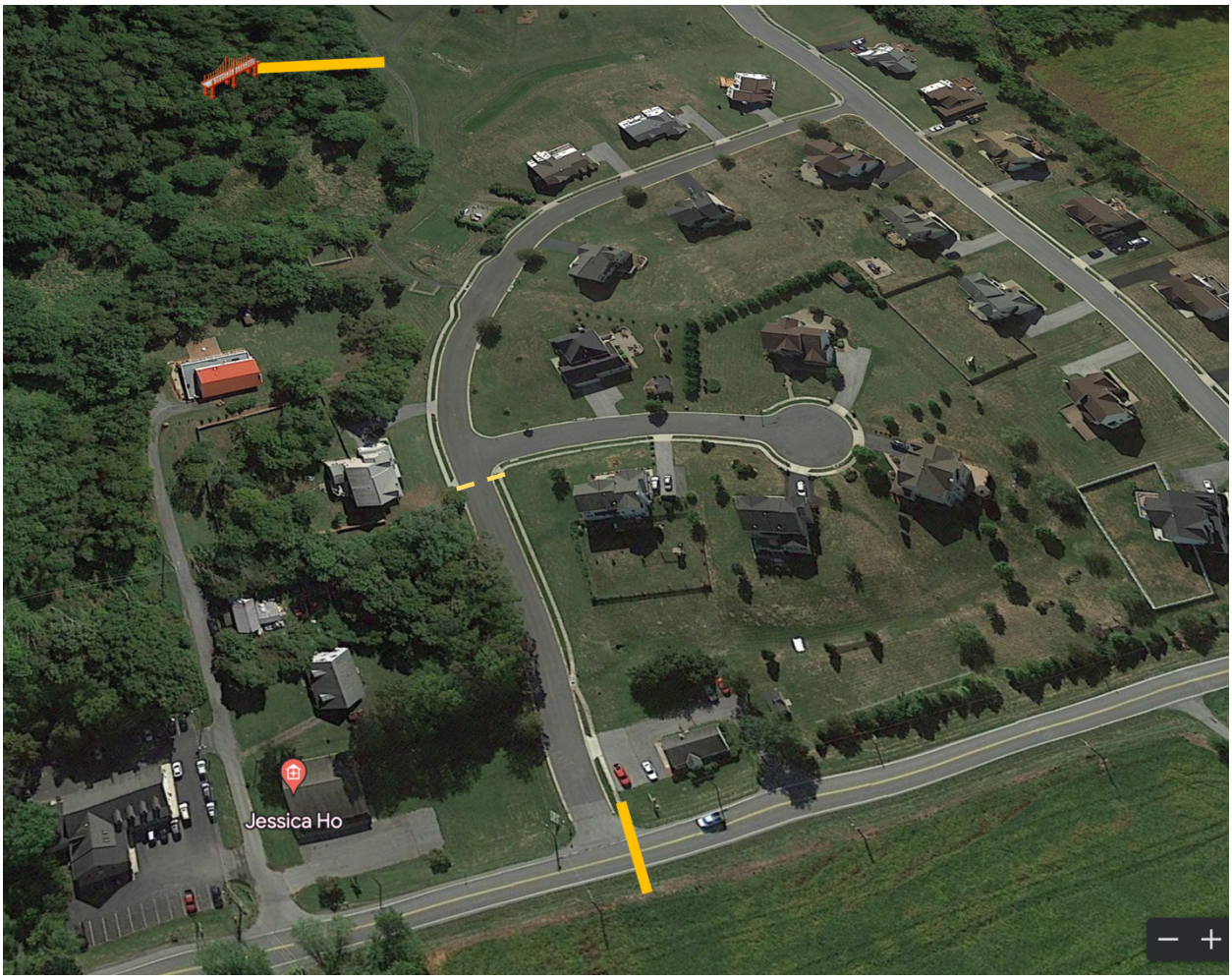
Option 3-A: Connect the Phase 2 trail to the existing sidewalk system internal to Washington High, primarily via a new sidewalk or trail up Patriot Way, and then potentially on the back side to Huyett Road:



Also, there are two stubbed off "worm" sidewalk facilities fronting the Spruce Hill and Spruce Hill North neighborhoods, preventing connectivity between Washington High and those neighborhoods, including around a dangerous curve for pedestrians/cyclists on Huyett Road past the baseball field. These worms could be connected up. Two different approaches in two different colors below:



Option 3-B: Connect the Augustine Trail to the Happy Retreat park and community center, via a crosswalk across Augustine at Perry Drive (already part of Phase 1) which connects to existing sidewalks within the Craighill Estates development, which connect via an existing trail in the municipal park at the gravesite of Charles and Mildred Washington and family. Near the grave along this existing trail, we would build a short trail spoke (most likely a boardwalk-type structure) to a new pedestrian bridge that crosses the Evitts Run Creek and hooks up to the existing trail system in the 12-acre Happy Retreat city park. See:



Note that Happy Retreat has worked with engineers and experienced pedestrian bridge buildings to identify the best approach to a bridge. We have an engineer and developer who is willing to conduct the project, and has suggested ~$25,000 can accomplish the bridge component of the task. Alpha Engineering provided a cost estimate that was substantially higher. There is merit in deciding now to proceed with City-budgeted funds for this bridge, and not using the earmark.

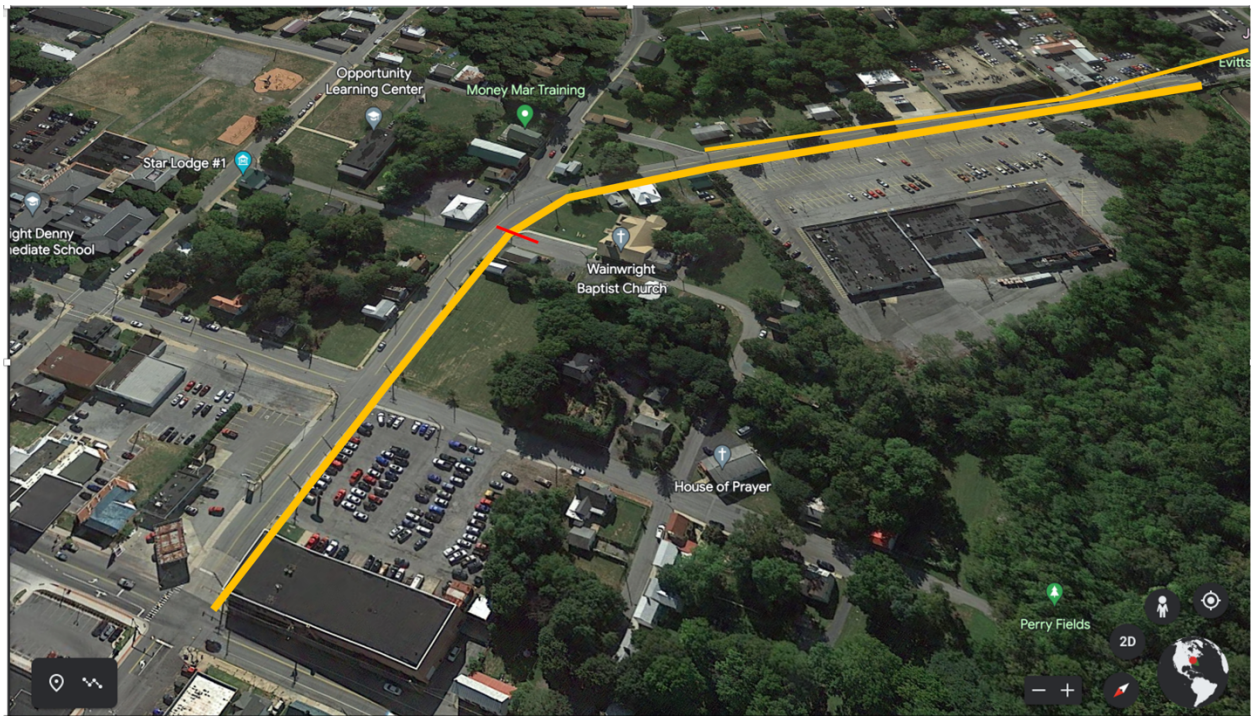
<u>Option 3-C:</u> Bridge and Trail connectivity in Evitts Run Park & Skate Park. This could be enhanced through a pedestrian bridge across Evitts Run Creek to the stubbed area on N. West Street, with a trail enhancement into the Skate Park. Another feature could be the improvement of the rail underpass below the tracks, with stairs, rails, lighting or other improvements, to connect the Skate Park to the Ranson Civic Center / Community Gardens. This assumes connectivity to Augustine Avenue after WVDOH builds crosswalk across W. Washington Street to Evitts Run Park as part of that improvement project.





<u>Option 3-D:</u> Deal with the degraded sidewalk and streetscape (no street trees, no street furniture, etc.) on the north end of Augustine Avenue from the termination of Phase 2 to some point closer to downtown. The streetscape would include new and upgraded sidewalks, street trees, lighting, crosswalks, or other improvements.

- On the west side of Augustine Avenue from the terminus of Phase 2 to W. Avis Street is 557 feet
- Add in the west side of Augustine Avenue from Avis Street to W. Washington Street is an additional 634 feet
- Add in the east side of Augustine Avenue from Creamery Place to W. Academy Street is an additional 1015 feet
- Add those three stretches together = 2200 linear feet.



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2023-1075 Park Updates

Park Updates

ATTACHMENTS: