

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN

2.1. BOC - Changes to the Agenda Pg. 3

3. DISCUSSION ITEMS - NO ACTION

3.1. Convention and Visitors Bureau (CVB) - Presentation on Creating a Cross-Country Course and Associated Facilities at Frank Liske Park Pg. 5
3.2. Active Living and Parks - Perry Weather Systems in County Parks Pg. 7
3.3. County Manager - Update on Holloway Group Pg. 16

4. DISCUSSION ITEMS FOR ACTION

4.1. Active Living and Parks - North Carolina Amateur Sports (NCAS) Youth Sports Grant Pg. 17
4.2. Facilities Design and Construction - Progress Place Renovation Construction Manager at Risk Selection and Pre-Construction Services Contract Pg. 24
4.3. Fair - 2025 County Fair Update and Fee Schedule Approval Request Pg. 100
4.4. Finance - Lottery Proceeds Pg. 118
4.5. Finance - Reimbursement Resolutions Pg. 126
4.6. Legal - Tentative Sandoz Opioid Settlement Pg. 132
4.7. Sheriff's Office - Acceptance of Highland Canine Connect Grant Pg. 190
4.8. Social Services - Energy Programs Outreach Plan Pg. 193
4.9. Tax Administration - Tax Collector's Annual Settlement and Order Authorizing Collection of FY 2025-2026 Taxes Pg. 199
4.10. Board of Commissioners - Economic Development Grant Program Policy Pg. 208
4.11. Board of Commissioners - Proclamation Pg. 218
4.12. Board of Commissioners - Resolution Amending the Board of Commissioners' 2025 Meeting Schedule - Cabarrus Summit Pg. 220
4.13. Board of Commissioners - Resolution Amending the Board of Commissioners' 2025 Meeting Schedule - Work Session Pg. 225

- 4.14. Boards and Committees - Appointments - Cabarrus County Board of Equalization and Review Pg. 230
- 4.15. Boards and Committees - Appointments - Cabarrus County Board of Equalization and Review Pg. 234
- 4.16. Boards and Committees - Removal and Appointment - Cabarrus County Board of Equalization and Review Pg. 238
- 4.17. Boards and Committees - Appointment - Library Board of Trustees Pg. 242
- 4.18. Boards and Committees - Appointment - Nursing Home Community Advisory Committee Pg. 247
- 4.19. Boards and Committees - Appointment - Region F Aging Advisory Committee Pg. 251
- 4.20. Boards and Committees - Appointment - Tourism Authority Pg. 255
- 4.21. Boards and Committees - Appointment - Tourism Authority Pg. 260
- 4.22. Boards and Committees - Appointment - Tourism Authority Pg. 265
- 4.23. Boards and Committees - Removal and Appointment - Tourism Authority Pg. 270
- 4.24. Boards and Committees - Removal and Appointment - Tourism Authority Pg. 275
- 4.25. Boards and Committees - Appointment - Transportation Advisory Board Pg. 280
- 4.26. Boards and Committees - Appointment - Transportation Advisory Board Pg. 285
- 4.27. Boards and Committees - Removal and Appointment - Transportation Advisory Board Pg. 290

5. APPROVAL OF REGULAR MEETING AGENDA

- 5.1. BOC - Approval of Regular Meeting Agenda Pg. 295

6. ADJOURN

In accordance with ADA regulations, anyone in need of an accommodation to participate in the meeting should notify the ADA coordinator at 704-920-2100 at least 48 hours prior to the meeting.



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Approval of Work Session Agenda - Chairman

SUBJECT:

BOC - Changes to the Agenda

BRIEF SUMMARY:

A list of changes to the agenda is attached.

REQUESTED ACTION:

Motion to approve the agenda as amended.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Sheila Bruce, Deputy Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Changes to the Agenda



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
July 7, 2025**

UPDATES:

Discussion Items – No Action

3.2 Active Living and Parks – Perry Weather Systems in County Parks

Discussion Items For Action

4.6 Legal – Tentative Sandoz Opioid Settlement

4.9 Tax Administration – Tax Collector's Annual Settlement and Order Authorizing Collection of
FY2025-2026 Taxes

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Convention and Visitors Bureau (CVB) - Presentation on Creating a Cross-Country Course and Associated Facilities at Frank Liske Park

BRIEF SUMMARY:

Representatives from the CVB will present their idea of creating a cross-country course on some of the former Stonewall Jackson property that is adjacent to Frank Liske Park. The course would be used by UNCC and could also be used by the County to host other events. The college's engineering and construction management departments are interested in helping with the design of the project during the Fall 2025 semester.

The goal of the presentation is to gauge interest of the board before pursuing the project further.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Kelly Sifford, Deputy County Manager

Donna Carpenter, President and CEO of Cabarrus County Convention and Visitors Bureau

John Mills, Executive Vice President of Cabarrus County Convention and Visitors Bureau

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Active Living and Parks - Perry Weather Systems in County Parks

BRIEF SUMMARY:

Information Technology Services partnered with Infrastructure and Asset Management to install four Perry Weather Systems across key park locations to enhance safety and operational decision-making. These systems provide real-time lightning and storm detection, sending automated notifications to staff and park users regarding incoming hazardous weather conditions.

Since installation, the Perry Weather Systems have proven their value by alerting staff to approaching storms, allowing for timely evacuation of outdoor facilities such as ball fields, pools, trails, and improving overall safety for the public.

REQUESTED ACTION:

This agenda item is for informational purposes to update the Board on the successful implementation and benefits of the Perry Weather Systems in ensuring the safety of park patrons and staff.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Byron Haigler, Active Living & Parks Department Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Presentation

Perry Weather System Active Living & Parks



CABARRUS COUNTY
America Thrives Here

Presentation Date

On-site Weather Stations



Key Features

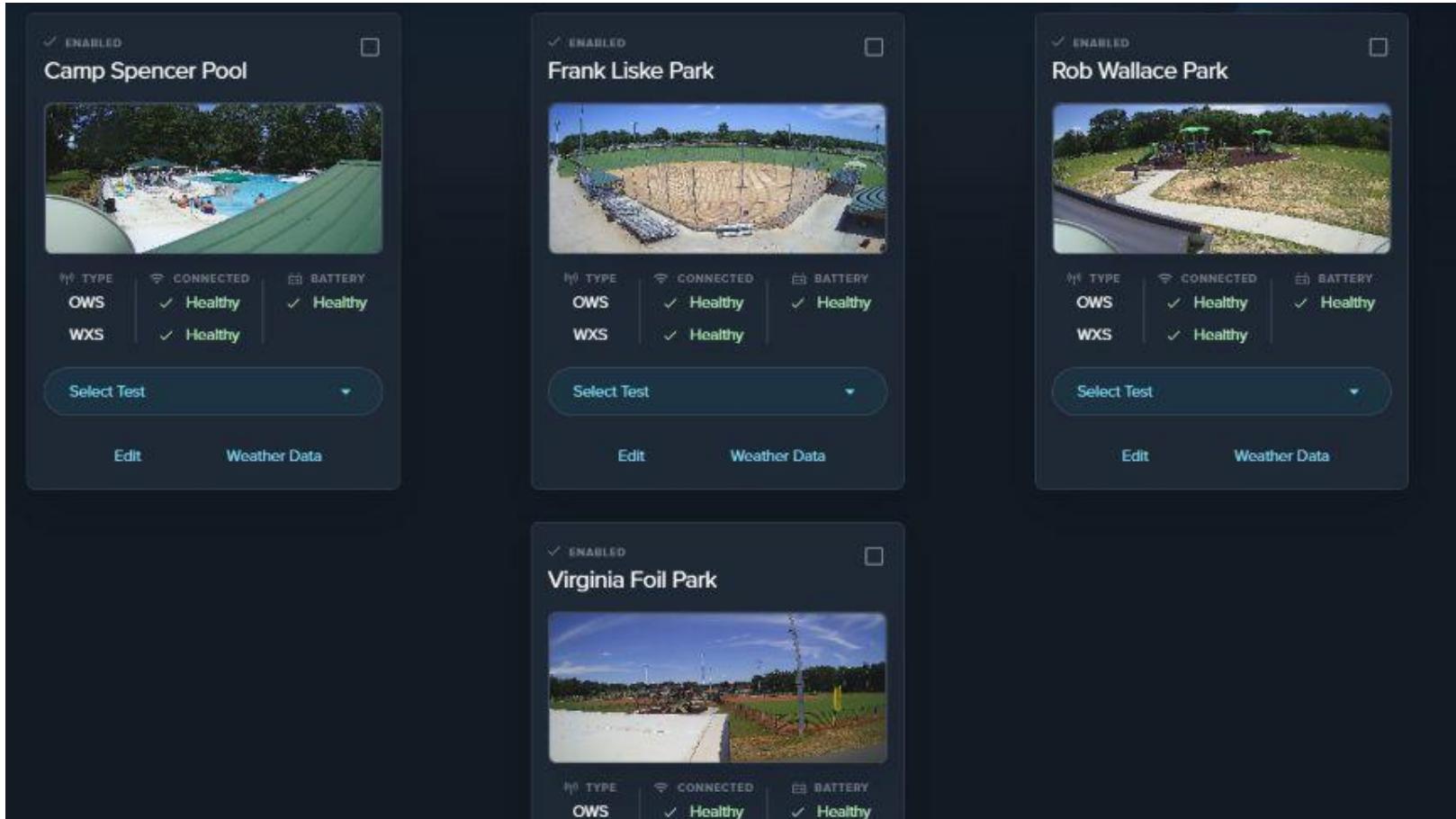
Software

- 4 On-Site Weather Stations
- Mobile App with push notifications to keep Staff informed
- Email Alerts
- Automated policy-based notifications to keep citizens safe
- Weather History and Forecasting

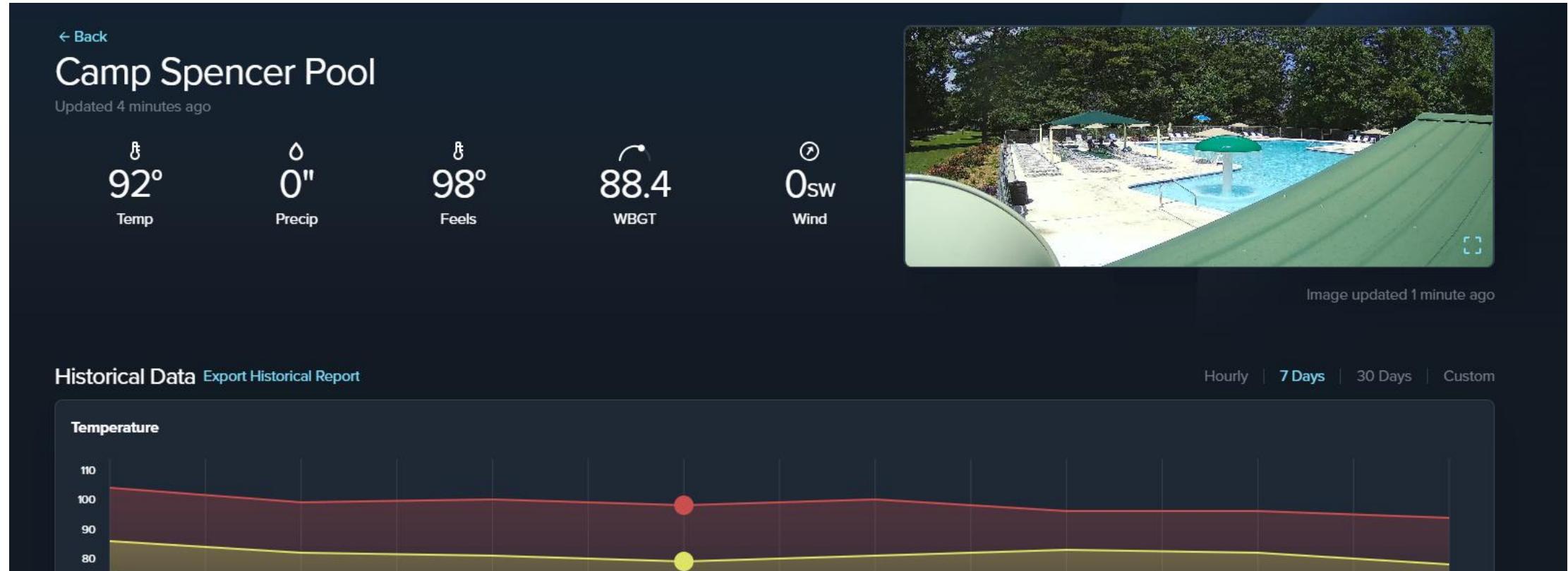
Hardware

- Lightning Detection
- Heat and Air Quality monitoring
- Precipitation Monitor
- PA System for weather and Safety notifications
- Lights and Sirens for safety alerts

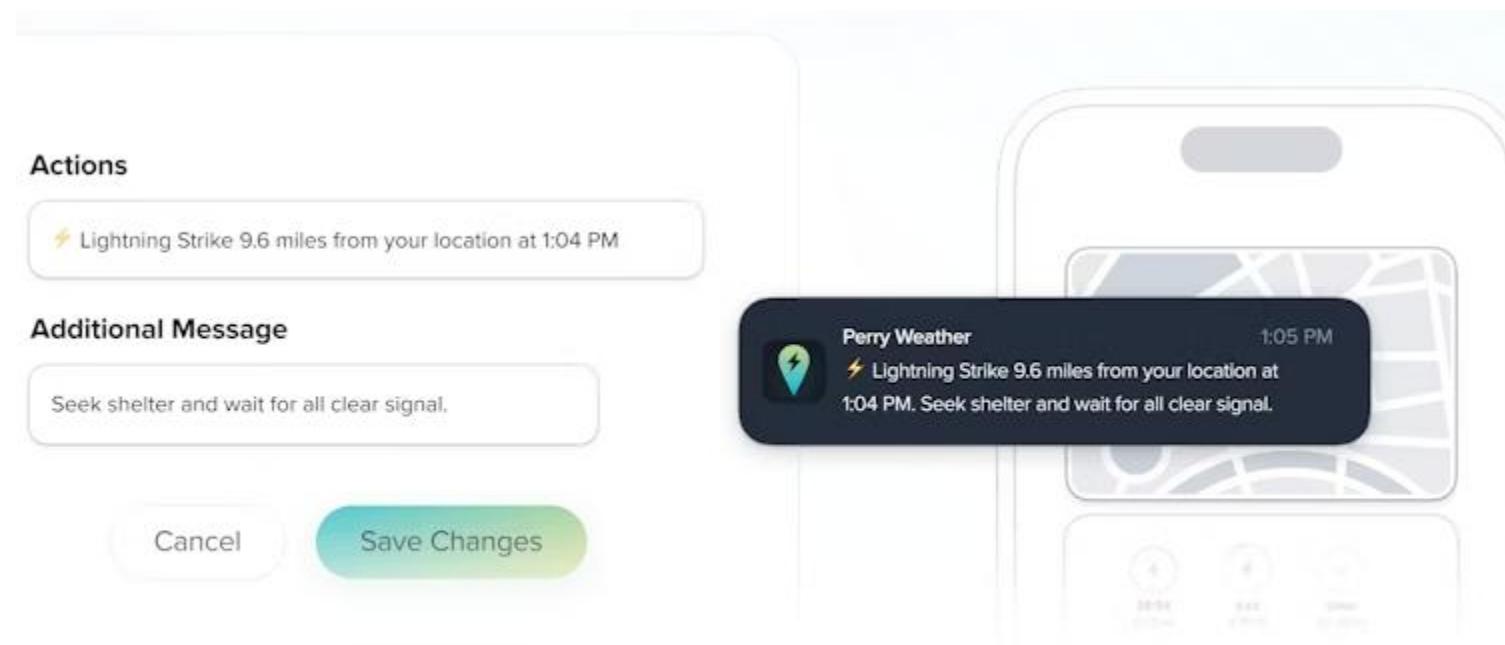
Parks Live Looks



Current Weather and History



Lightening Alert Notification Policy



Contact Us

Byron Haigler

Director

Active Living & Parks Department

Bahaigler@cabarruscounty.us



CABARRUS COUNTY
America Thrives Here

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

County Manager - Update on Holloway Group

BRIEF SUMMARY:

The County Manager will provide an update regarding the Holloway Group.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Sean Newton, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Active Living and Parks - North Carolina Amateur Sports (NCAS) Youth Sports Grant

BRIEF SUMMARY:

The North Carolina Amateur Sports (NCAS) offers grants for youth sports. These grants provide funding for various improvements, such as equipment or facility upgrades for nonprofessional sports teams and participants.

The Active Living and Parks Department has been awarded \$1,500 towards providing Frank Liske Park with pickleball training equipment for youth programming and camps.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to accept grant award and approve the associated budget amendment.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Rae Moore, Active Living and Parks Project/Event Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Youth Sports Grant Budget Amendment
- 2024-2025-NCAS-Youth-Sports-Grant-Part-One-April-Deadline (1)

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

This amendment reflects the receipt of grant funds awarded by the NC Amateur Sports through their Youth Sports Grant program. The funds are to be allocated towards enhancing youth athletic programming by supporting equipment purchases, facility improvements, and the development of new or expanded recreational opportunities, such as youth softball, soccer, and pickleball programs. The Active Living and Parks Department intends to use the funds awarded towards purchasing new equipment, including pickleball training aids that will accommodate the growing participation in these programs. By investing in pickleball for our youth population, the grant will directly impact the quality of programs we currently offer.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	8112-639999-FLPPB	One Time Grants Other	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
001	9	8112-9330-FLPPB	Tools & Minor Equipment	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00

Budget Officer

Approved

Denied

County Manager

Approved

Denied

Board of Commissioners

Approved

Denied

Signature _____

Signature _____

Signature _____

Date _____

Date _____

Date _____



NORTH CAROLINA AMATEUR SPORTS

2024-2025 Youth Sports Grant Application - Part One

For Equipment and Facility Upgrades

You must review the [Grant Guidelines](#) posted on the North Carolina Amateur website before beginning the application process. After reviewing and agreeing to the Grant Guidelines, you will need to complete Part One and Part two of the application. To complete Part One, answer the following questions, each with a 1,500 character limit. Once you have completed the questions, you will be provided with instructions on where and how to upload your answers and complete Part Two of the application process. Do not create a separate PDF file with your answers. If you are applying for a grant for a 501(c)(3) organization, you will also be required to upload the following items during Part Two of the application process:

- A list of the organization's Board of Directors and their affiliation/occupation
- Letter of Determination from the IRS verifying your organization's 501(c)3 status

All uploaded files must be in PDF format. Incomplete and/or incorrectly submitted applications will not be considered. Grant recipients are required to submit a full accounting for how the grant funds were expended along with a progress report within 30 days after expending any approved funds.

The application deadline is 11:59 p.m. PST on April 1, 2025. Applications will be reviewed by the NCAS Endowment Fund Committee and applicants will be notified of their status no later than May 31, 2025. Check the [County List](#) to determine the amount of funding that is available in your County for this grant cycle. Email ncas@ncsports.org for any questions.

1. Provide an overview of the organization that is applying for the grant. (1,500 character limit)

2. Give a brief description of the funding request and an explanation of how the grant funds will be used.
(1,500 character limit)

3. What are the objectives of the project in measurable terms? *(1,500 character limit)*

4. Provide a timetable for the project and the expenditure of the requested funds. *(1,500 character limit)*
(All funds must be expended within one year of receipt unless otherwise stated.)

5. Provide a description of the staff involved and the qualifications of individuals involved in carrying out the project. *(1,500 character limit)*

6. Provide an itemized financial breakdown of the expenditures for the funding that is being requested.
(1,500 character limit)

7. Would you accept partial funding for this request? If so, prioritize the funding request in order of preference. *(1,500 character limit)*

Once you have answered all of the questions above, download and save the completed PDF. This PDF will be uploaded during Part Two of the application process. Click here to view Part Two.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Facilities Design and Construction - Progress Place Renovation Construction Manager at Risk Selection and Pre-Construction Services Contract

BRIEF SUMMARY:

A Request for Qualifications for Construction Manager at Risk services for the renovation and upfit of the Progress Place buildings was posted on February 20, 2025 and we received six submissions. After reviewing the submissions, three CM@R firms were short listed and interviewed in person. After the interviews, it was the unanimous decision of the committee to recommend Messer Construction to help the County with this project and that the County enter into a contract for pre-construction services.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to approve the contract between Cabarrus County and Messer Construction; and authorize the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Michael Miller, Director of Design and Construction
Kelly Sifford, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- General Conditions - Contract for Construction
- Addendum A
- Addendum B
- Addendum C
- Addendum D
- Addendum E
- DSS Preconstruction Schedule
- Standard Form of Agreement



General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Renovation of the Former ACN Building for Cabarrus County DSS
1000 Progress Place
Concord, NC 28025

THE OWNER:

(Name, legal status and address)

Cabarrus County
P.O. Box 707
Street Address: 65 Church Street South, Concord NC 28025
Phone: 704-920-2142

THE ARCHITECT:

(Name, legal status and address)

John Crawford
Creech & Associates
1000 W. Morehead St. Suite 120
Charlotte, NC 28208
Phone: 704-376-6000

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 OWNER**
- 3 CONTRACTOR**
- 4 ARCHITECT**
- 5 SUBCONTRACTORS**
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7 CHANGES IN THE WORK**
- 8 TIME**
- 9 PAYMENTS AND COMPLETION**
- 10 PROTECTION OF PERSONS AND PROPERTY**
- 11 INSURANCE AND BONDS**
- 12 UNCOVERING AND CORRECTION OF WORK**

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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES



Init.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:03:37 ET on 06/27/2025 under Order No.3104241520 which expires on 07/24/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(794981200)

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**
Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,
10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,
9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment	Concealed or Unknown Conditions
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4 , 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4	3.7.4, 4.2.8, 8.3.1, 10.3
Certificates of Inspection, Testing or Approval	Conditions of the Contract
13.4.4	1.1.1, 6.1.1, 6.1.4
Certificates of Insurance	Consent, Written
9.10.2	3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Change Orders	Consolidation or Joinder
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2 , 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2	15.4.4
Change Orders, Definition of	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7.2.1	1.1.4, 6
CHANGES IN THE WORK	Construction Change Directive, Definition of
2.2.2, 3.11, 4.2.8, 7 , 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5	7.3.1
Claims, Definition of	Construction Change Directives
15.1.1	1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3 , 9.3.1.1
Claims, Notice of	Construction Schedules, Contractor's
1.6.2, 15.1.3	3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
CLAIMS AND DISPUTES	Contingent Assignment of Subcontracts
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15 , 15.4	5.4 , 14.2.2.2
Claims and Timely Assertion of Claims	Continuing Contract Performance
15.4.1	15.1.4
Claims for Additional Cost	Contract, Definition of
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5	1.1.2
Claims for Additional Time	CONTRACT, TERMINATION OR SUSPENSION OF THE
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6	5.4.1.1, 5.4.2, 11.5, 14
Concealed or Unknown Conditions, Claims for 3.7.4	Contract Administration
Claims for Damages	3.1.3, 4, 9.4, 9.5
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7	Contract Award and Execution, Conditions Relating to
Claims Subject to Arbitration	3.7.1, 3.10, 5.2, 6.1
15.4.1	Contract Documents, Copies Furnished and Use of
Cleaning Up	1.5.2, 2.3.6, 5.3
3.15 , 6.3	Contract Documents, Definition of
Commencement of the Work, Conditions Relating to 2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5	1.1.1
Commencement of the Work, Definition of 8.1.2	Contract Sum
Communications	2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1 , 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5 , 15.2.5
3.9.1, 4.2.4	Contract Sum, Definition of
Completion, Conditions Relating to 3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2	9.1
COMPLETION, PAYMENTS AND 9	Contract Time
Completion, Substantial	1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2	Contract Time, Definition of
Compliance with Laws	8.1.1
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3	CONTRACTOR
3	3
Contractor, Definition of	Contractor, Definition of
3.1, 6.1.2	Contractor's Construction and Submittal Schedules
3.10 , 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2	

Contractor's Employees	Damage to Construction of Owner or Separate Contractors
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1	3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Contractor's Liability Insurance	Damage to the Work
11.1	3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Contractor's Relationship with Separate Contractors and Owner's Forces	Damages, Claims for
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4	3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Contractor's Relationship with Subcontractors	Damages for Delay
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4	6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Contractor's Relationship with the Architect	Date of Commencement of the Work , Definition of
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1	8.1.2
Contractor's Representations	Date of Substantial Completion , Definition of
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2	8.1.3
Contractor's Responsibility for Those Performing the Work	Day , Definition of
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8	8.1.4
Contractor's Review of Contract Documents	Decisions of the Architect
3.2	3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Contractor's Right to Stop the Work	Decisions to Withhold Certification
2.2.2, 9.7	9.4.1, 9.5 , 9.7, 14.1.1.3
Contractor's Right to Terminate the Contract	Defective or Nonconforming Work, Acceptance, Rejection and Correction of
14.1	2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Contractor's Submittals	Definitions
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3	1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Contractor's Superintendent	Delays and Extensions of Time
3.9, 10.2.6	3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Contractor's Supervision and Construction Procedures	Digital Data Use and Transmission
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4	1.7
Coordination and Correlation	Disputes
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1	6.3, 7.3.9, 15.1, 15.2
Copies Furnished of Drawings and Specifications	Documents and Samples at the Site
1.5, 2.3.6, 3.11	3.11
Copyrights	Drawings , Definition of
1.5, 3.17	1.1.5
Correction of Work	Drawings and Specifications, Use and Ownership of
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1	3.11
Correlation and Intent of the Contract Documents	Effective Date of Insurance
1.2	8.2.2
Cost , Definition of	Emergencies
7.3.4	10.4, 14.1.1.2, 15.1.5
Costs	Employees, Contractor's
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14	3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Cutting and Patching	Equipment, Labor, or Materials
3.14, 6.2.5	1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
	Execution and Progress of the Work
	1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time	Insurance, Stored Materials																																																																																																					
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, 15.2.5	Failure of Payment	INSURANCE AND BONDS	9.5.1.3, 9.7 , 9.10.2, 13.5, 14.1.1.3, 14.2.1.2	11	Faulty Work	Insurance Companies, Consent to Partial Occupancy	(See Defective or Nonconforming Work)	9.9.1	Final Completion and Final Payment	Insured loss, Adjustment and Settlement of	4.2.1, 4.2.9, 9.8.2, 9.10 , 12.3, 14.2.4, 14.4.3	11.5	Financial Arrangements, Owner's	Intent of the Contract Documents	2.2.1, 13.2.2, 14.1.1.4	1.2.1, 4.2.7, 4.2.12, 4.2.13	GENERAL PROVISIONS	Interest	1	13.5	Governing Law	Interpretation	13.1	1.1.8, 1.2.3, 1.4 , 4.1.1, 5.1, 6.1.2, 15.1.1	Guarantees (See Warranty)	Interpretations, Written	Hazardous Materials and Substances	4.2.11, 4.2.12	10.2.4, 10.3	Judgment on Final Award	Identification of Subcontractors and Suppliers	15.4.2	5.2.1	Labor and Materials, Equipment	Indemnification	1.1.3, 1.1.6, 3.4 , 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2	3.17, 3.18 , 9.6.8, 9.10.2, 10.3.3, 11.3	Labor Disputes	Information and Services Required of the Owner	8.3.1	2.1.2, 2.2 , 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4	Laws and Regulations	Initial Decision	1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4	15.2	Liens	Initial Decision Maker, Definition of	2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8	1.1.8	Limitations, Statutes of	Initial Decision Maker, Decisions	12.2.5, 15.1.2, 15.4.1.1	14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5	Limitations of Liability	Initial Decision Maker, Extent of Authority	3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1	14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5	Limitations of Time	Injury or Damage to Person or Property	2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5	10.2.8 , 10.4	Materials, Hazardous	Inspections	10.2.4, 10.3	3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4	Materials, Labor, Equipment and	Instructions to Bidders	1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2	1.1.1	Means, Methods, Techniques, Sequences and	Instructions to the Contractor	Procedures of Construction	3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2	3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2	Instruments of Service, Definition of	Mechanic's Lien	1.1.7	2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8	Insurance	Mediation	6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11	8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3 , 15.4.1, 15.4.1.1	Insurance, Notice of Cancellation or Expiration	Minor Changes in the Work	11.1.4, 11.2.3	1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4	Insurance, Contractor's Liability		11.1		Insurance, Effective Date of		8.2.2, 14.4.2		Insurance, Owner's Liability		11.2		Insurance, Property		10.2.5 , 11.2, 11.4, 11.5	
Failure of Payment	INSURANCE AND BONDS																																																																																																					
9.5.1.3, 9.7 , 9.10.2, 13.5, 14.1.1.3, 14.2.1.2	11																																																																																																					
Faulty Work	Insurance Companies, Consent to Partial Occupancy																																																																																																					
(See Defective or Nonconforming Work)	9.9.1																																																																																																					
Final Completion and Final Payment	Insured loss, Adjustment and Settlement of																																																																																																					
4.2.1, 4.2.9, 9.8.2, 9.10 , 12.3, 14.2.4, 14.4.3	11.5																																																																																																					
Financial Arrangements, Owner's	Intent of the Contract Documents																																																																																																					
2.2.1, 13.2.2, 14.1.1.4	1.2.1, 4.2.7, 4.2.12, 4.2.13																																																																																																					
GENERAL PROVISIONS	Interest																																																																																																					
1	13.5																																																																																																					
Governing Law	Interpretation																																																																																																					
13.1	1.1.8, 1.2.3, 1.4 , 4.1.1, 5.1, 6.1.2, 15.1.1																																																																																																					
Guarantees (See Warranty)	Interpretations, Written																																																																																																					
Hazardous Materials and Substances	4.2.11, 4.2.12																																																																																																					
10.2.4, 10.3	Judgment on Final Award																																																																																																					
Identification of Subcontractors and Suppliers	15.4.2																																																																																																					
5.2.1	Labor and Materials, Equipment																																																																																																					
Indemnification	1.1.3, 1.1.6, 3.4 , 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2																																																																																																					
3.17, 3.18 , 9.6.8, 9.10.2, 10.3.3, 11.3	Labor Disputes																																																																																																					
Information and Services Required of the Owner	8.3.1																																																																																																					
2.1.2, 2.2 , 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4	Laws and Regulations																																																																																																					
Initial Decision	1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4																																																																																																					
15.2	Liens																																																																																																					
Initial Decision Maker, Definition of	2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8																																																																																																					
1.1.8	Limitations, Statutes of																																																																																																					
Initial Decision Maker, Decisions	12.2.5, 15.1.2, 15.4.1.1																																																																																																					
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5	Limitations of Liability																																																																																																					
Initial Decision Maker, Extent of Authority	3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1																																																																																																					
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5	Limitations of Time																																																																																																					
Injury or Damage to Person or Property	2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5																																																																																																					
10.2.8 , 10.4	Materials, Hazardous																																																																																																					
Inspections	10.2.4, 10.3																																																																																																					
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4	Materials, Labor, Equipment and																																																																																																					
Instructions to Bidders	1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2																																																																																																					
1.1.1	Means, Methods, Techniques, Sequences and																																																																																																					
Instructions to the Contractor	Procedures of Construction																																																																																																					
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2	3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2																																																																																																					
Instruments of Service, Definition of	Mechanic's Lien																																																																																																					
1.1.7	2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8																																																																																																					
Insurance	Mediation																																																																																																					
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11	8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3 , 15.4.1, 15.4.1.1																																																																																																					
Insurance, Notice of Cancellation or Expiration	Minor Changes in the Work																																																																																																					
11.1.4, 11.2.3	1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4																																																																																																					
Insurance, Contractor's Liability																																																																																																						
11.1																																																																																																						
Insurance, Effective Date of																																																																																																						
8.2.2, 14.4.2																																																																																																						
Insurance, Owner's Liability																																																																																																						
11.2																																																																																																						
Insurance, Property																																																																																																						
10.2.5 , 11.2, 11.4, 11.5																																																																																																						

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2, 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, 9.9

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Permits, Fees, Notices and Compliance with Laws

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of	Separate Contracts and Contractors
1.1.4	1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Project Representatives	Separate Contractors, Definition of
4.2.10	6.1.1
Property Insurance	Shop Drawings, Definition of
10.2.5, 11.2	3.12.1
Proposal Requirements	Shop Drawings, Product Data and Samples
1.1.1	3.11, 3.12, 4.2.7
PROTECTION OF PERSONS AND PROPERTY	Site, Use of
10	3.13, 6.1.1, 6.2.1
Regulations and Laws	Site Inspections
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4	3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Rejection of Work	Site Visits, Architect's
4.2.6, 12.2.1	3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Releases and Waivers of Liens	Special Inspections and Testing
9.3.1, 9.10.2	4.2.6, 12.2.1, 13.4
Representations	Specifications, Definition of
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1	1.1.6
Representatives	Specifications
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1	1.1.1, 1.1.6 , 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Responsibility for Those Performing the Work	Statute of Limitations
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10	15.1.2, 15.4.1.1
Retainage	Stopping the Work
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3	2.2.2, 2.4, 9.7, 10.3, 14.1
Review of Contract Documents and Field Conditions by Contractor	Stored Materials
3.2, 3.12.7, 6.1.3	6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Review of Contractor's Submittals by Owner and Architect	Subcontractor, Definition of
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2	5.1.1
Review of Shop Drawings, Product Data and Samples by Contractor	SUBCONTRACTORS
3.12	5
Rights and Remedies	Subcontractors, Work by
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, 13.3 , 14, 15.4	1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Royalties, Patents and Copyrights	Subcontractual Relations
3.17	5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Rules and Notices for Arbitration	Submittals
15.4.1	3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Safety of Persons and Property	Submittal Schedule
10.2, 10.4	3.10.2, 3.12.5, 4.2.7
Safety Precautions and Programs	Subrogation, Waivers of
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1 , 10.2, 10.4	6.1.1, 11.3
Samples, Definition of	Substances, Hazardous
3.12.3	10.3
Samples, Shop Drawings, Product Data and	Substantial Completion
3.11, 3.12, 4.2.7	4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8 , 9.9.1, 9.10.3, 12.2, 15.1.2
Samples at the Site, Documents and	Substantial Completion, Definition of
3.11	9.8.1
Schedule of Values	Substitution of Subcontractors
9.2, 9.3.1	5.2.3, 5.2.4
Schedules, Construction	Substitution of Architect
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2	2.3.3
	Substitutions of Materials
	3.4.2, 3.5, 7.3.8
	Sub-subcontractor, Definition of
	5.1.2

Subsurface Conditions	Time Limits
3.7.4	2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
Successors and Assigns	5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1,
13.2	9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2,
Superintendent	15.1.3, 15.4
3.9, 10.2.6	Time Limits on Claims
Supervision and Construction Procedures	3.7.4, 10.2.8, 15.1.2, 15.1.3
1.2.2, 3.3 , 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,	Title to Work
7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4	9.3.2, 9.3.3
Suppliers	UNCOVERING AND CORRECTION OF WORK
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,	12
9.10.5, 14.2.1	Uncovering of Work
Surety	12.1
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,	Unforeseen Conditions, Concealed or Unknown
15.2.7	3.7.4, 8.3.1, 10.3
Surety, Consent of	Unit Prices
9.8.5, 9.10.2, 9.10.3	7.3.3.2, 9.1.2
Surveys	Use of Documents
1.1.7, 2.3.4	1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Suspension by the Owner for Convenience	Use of Site
14.3	3.13, 6.1.1, 6.2.1
Suspension of the Work	Values, Schedule of
3.7.5, 5.4.2, 14.3	9.2, 9.3.1
Suspension or Termination of the Contract	Waiver of Claims by the Architect
5.4.1.1, 14	13.3.2
Taxes	Waiver of Claims by the Contractor
3.6, 3.8.2.1, 7.3.4.4	9.10.5, 13.3.2, 15.1.7
Termination by the Contractor	Waiver of Claims by the Owner
14.1, 15.1.7	9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7
Termination by the Owner for Cause	Waiver of Consequential Damages
5.4.1.1, 14.2 , 15.1.7	14.2.4, 15.1.7
Termination by the Owner for Convenience	Waiver of Liens
14.4	9.3, 9.10.2, 9.10.4
Termination of the Architect	Waivers of Subrogation
2.3.3	6.1.1, 11.3
Termination of the Contractor Employment	Warranty
14.2.2	3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
TERMINATION OR SUSPENSION OF THE CONTRACT	15.1.2
14	Weather Delays
Tests and Inspections	8.3, 15.1.6.2
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,	Work, Definition of
9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4	1.1.3
TIME	Written Consent
8	1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
Time, Delays and Extensions of	13.2, 13.3.2, 15.4.4.2
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3 , 9.5.1, 9.7,	Written Interpretations
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5	4.2.11, 4.2.12
	Written Orders
	1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

Init.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:03:37 ET on 06/27/2025 under Order No.3104241520 which expires on 07/24/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

10

User Notes:

(794981200)

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents 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 Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights. This Section 1.5 is subject to any different terms concerning ownership of Instruments of Service that may be set forth in the Owner-Architect Agreement.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, and of the Architect and the Architect's consultants if they remain the owners of the Instruments of Service under terms of the Owner-Architect Agreement.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may 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. If no other protocols are established, the Architect is responsible for issuing digital copies of Contract Documents which conform with the official stamped versions but is not responsible for any modifications thereof made by any other party except at the Architect's direction.

§ 1.8 Building Information Models Use and Reliance

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 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, except for the Architect's responsibility to issue any information relating to the model in a manner conforming with official stamped versions of Contract Documents where relevant.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information. "Confidential" information does not include any information which is or becomes readily available to the public, by being filed with permit applications or otherwise, without fault of the Contractor or anyone acting under it.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15 not later than 21 days after the existence of an error in the Contract Documents is confirmed by the Architect. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work, without assuming responsibility for any violation of any of the foregoing resulting from adherence to Contract Documents except as provided in Section 3.7.3.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions; such notice constitutes a Claim and no further notice is required under Section 15.1.3.1 within the time limits of that Section. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect

shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15 and the Contractor must submit any Claim within 21 days after the Work is resumed.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 7 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time, not in excess of an additional 7 days, for review. Failure of the Architect to provide notice within the 7-day period or any extension under subsection (2), as applicable, shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's

construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the reasonable time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form set forth in the Contract Documents, or if not so set forth, in a form reasonably specified by the Architect and shall not require the Contractor's design professional to give certifications which exceed the professional standard of care.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself or other property of the Owner), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under constitutional provisions, workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will 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. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all non-confidential communications that relate to or affect the Architect's services or professional responsibilities or inform the Architect of such direct communications of a material nature. 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. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, 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.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect 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. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will 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 will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 7 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time, not in excess of an additional 7 days, for review. Failure of the Architect to provide notice within the 7-day period or any extension under subsection (2), as applicable, shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract

Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

- § 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
- 1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
 - 2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. If the Owner introduces Separate Contractors that were not contemplated in the original Contract Documents, it constitutes a Change in the Work for which the Contractor may make a Claim if delay or additional cost is involved.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the related Cost of the Work, if that term is defined in the Agreement, and otherwise the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the

various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the 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 an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will 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;

Init.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:03:37 ET on 06/27/2025 under Order No. 3104241520 which expires on 07/24/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

26

User Notes:

(794981200)

or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than 10 days after receipt of payment from the Owner (or such shorter period as may be required by law), the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall promptly remove, by bonding or otherwise, any lien claim or other claim for payment by any Subcontractor or supplier of any tier and if Contractor fails to do so, Contractor shall defend the Owner in any resulting litigation and pay any resulting lien claim judgment against the Owner. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any,

the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner shall be named as additional insured under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents for claims to the extent caused by the Contractor's negligent acts or omissions.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, (3) whether or not the person or entity had an insurable interest in the damaged property, or (4) whether or not the loss was caused in whole or in part by negligence of a person released.

§ 11.3.2 The Owner shall maintain "all-risk" property insurance in the amount of the replacement value of all property of the Owner at or adjacent to the site, if there is any such property not covered by insurance maintained by the Owner under the Agreement or other Contract Documents. If during the Project construction period the Owner insures or was required to insure properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement to be maintained by the Owner shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner. If any insurance proceeds are retained by a mortgagee, Contractor has no obligation to perform any related Work unless Owner pays the cost of such Work from other funds.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§ 11.5.3 If pursuant to the Contract Documents, any property insurance is to be maintained by the Contractor, then the Contractor rather than the Owner shall have the rights and obligations set forth in Sections 11.5.1 and 11.5.2, with notification of the proposed settlement being provided to the Owner and the Owner having the duty to give notice of any objection under the first three sentences of Section 11.5.2.

Init.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:03:37 ET on 06/27/2025 under Order No.3104241520 which expires on 07/24/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(794981200)

33

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract 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 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
3. Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
4. The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4. otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

1. Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
2. Accept assignment of subcontracts pursuant to Section 5.4; and

- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the 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 Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. After establishment of a fixed Contract Sum or Guaranteed Maximum Price (GMP), Contractor assumes the risk of reasonably foreseeable price changes affecting the goods or services to be procured by Contractor for the Work. If extraordinary price increases occur due to war, calamity, governmental action, unusual commodity market conditions, including without limitation any governmental action, disruptions in the supply of labor or materials or other impact related thereto, or other causes not the fault of Contractor and not reasonably anticipated, then the increased cost in excess of a reasonably foreseeable amount shall be the basis for an increase in the Contract Sum or GMP upon submission of a Claim under this Section.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution. Any Claim subject to mediation shall follow the procedures set forth in the North Carolina Department of Administration's Rules Implementing Mediated Settlement Conferences in North Carolina Public

Construction Projects (the "Dispute Resolution Rules"). If the provisions of this Section 15.3 are inconsistent with the Dispute Resolution Rules, the Dispute Resolution Rules shall apply.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings 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 is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim 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 the Agreement. The Arbitration shall be conducted in the County where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 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 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.

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

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



Init.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:03:37 ET on 06/27/2025 under Order No.3104241520 which expires on 07/24/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(794981200)

41

ADDENDUM A
Messer Construction Co.
2025 Standard Supervisory and Administrative Hourly Rates

<u>Position</u>	<u>Hourly Rate</u>
Vice-President (Ops/Depts.)	\$189.00
Senior Project Executive	\$173.00
Corporate Project Leader	\$168.50
Preconstruction Executive	\$157.25
Dept. Executives, Directors, and Principals	\$154.50
Project Executive	\$150.75
General Superintendent*	\$146.00
Senior Project Manager (Ops/Depts.)	\$139.25
Senior Superintendent*	\$134.50
Construction Surveyor**	\$118.50
Project Manager (Ops/Depts.)	\$109.00
Superintendent*	\$107.00
Economic Inclusion Manager	\$106.50
Regional Controller	\$105.50
Safety Manager	\$103.00
General Foreman*	\$101.75
Craft Force Manager*	\$99.75
Project Engineer (Ops/Depts.)	\$85.00
Assistant Superintendent	\$85.00
Safety Coordinator	\$82.50
Senior Accounting Manager	\$81.75
Accounting, Admin Services Manager	\$75.50
Project Accountant	\$61.25
Associate (Accounting/Admin/Ops)	\$55.25
Co-op (Ops/Depts.)	\$48.75

Notes:

1. Rates are fixed through calendar year 2025. Rates are subject to adjustment effective January 1, 2026, and annually thereafter.
2. Rates include all required employer taxes and insurance (FICA, FUTA, SUI, and Workers Comp).
3. Rates include fringe benefits inclusive of Medical, Life, Disability, Retirement, and Vacation. Holiday pay is not included and will be charged to the project separately (six paid holidays annually).
4. Rates include enterprise-wide technology resources including, hardware, software, smart phone, and support. Smart phone not included for Associate and Co-op. Job-specific IT applications (and associated hardware and software for the same) will be charged to the project separately.
5. Rates identified with * include vehicle expenses (inclusive of insurance, fuel, repairs, and maintenance).
6. Rates identified with ** include all standard surveying equipment for the crew. Does not include laser scanning robot (charged to projects separately).
7. Expenses for smart phones or vehicles for Co-ops are not included and, if required, will be charged to the project separately.
8. Personnel will be billable to the Owner on the basis of 40 hours per week (other than vacation days) for the duration of the full-time assignment regardless of the number of hours actually worked. The 40-hour flat rate billing for such full-time personnel shall not be reduced due to weekday holidays, misc. training, or temporary absences, except for vacation days. Personnel not assigned full time to this Project will be billed only for actual hours worked in the interest of this Project.

ADDENDUM B
CRAFT FORCE HOURLY RATES

<u>Position</u>	<u>Hourly Rate</u>
Craft Co-op	\$47.50
Carpenter Apprentice	\$53.00
Carpenter Journeyperson	\$62.75
Carpenter Foreman	\$69.00
Laborer Apprentice	\$51.00
Laborer & Finishers	\$54.25
Laborer Foreman	\$68.00
Operators	\$100.00

1. Rates are for straight time. Overtime hours are 1.5 times the above rate.
2. Rates are fixed through calendar year 2025. Rates are subject to adjustment effective January 1, 2026, and annually thereafter.
3. Rates are for non-prevailing wage projects.
4. Rates include payroll taxes/insurance and fringe benefits.

ADDENDUM C
CONTRACTOR INSURANCE COVERAGES

A. COMMERCIAL GENERAL LIABILITY (including contractual liability covering Section 3.18 of the General Conditions)

\$2,000,000 Each Occurrence
\$4,000,000 General Aggregate Limit
\$2,000,000 Personal and Advertising Injury
\$4,000,000 Products – Completed Operations Aggregate Limit

B. AUTOMOBILE LIABILITY

Bodily Injury and Property Damage Combined: \$1,000,000 Each Accident

C. EXCESS LIABILITY – Umbrella Form

Bodily Injury and Property Damage Combined:

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

D. WORKERS' COMPENSATION

Statutory Requirements

E. EMPLOYER'S LIABILITY

\$500,000 Bodily Injury - Each Employee
\$500,000 Aggregate

F. ERRORS AND OMISSIONS INSURANCE

To the extent that the Contract Documents require the Work to be performed on a design/build basis (for example, if mechanical, electrical, or plumbing drawings are required to be stamped by a licensed engineer), Contractor agrees to require the applicable Subcontractor to (i) perform such work through licensed professionals, (ii) deliver to Owner properly-stamped drawings showing applicable calculations, and (iii) maintain professional liability insurance applicable to such design work in the amount of at least \$1,000,000 per occurrence. Contractor shall have no liability to Owner for any errors or omissions in any design services performed by any Subcontractor or design professionals engaged by it except to the extent that such losses are covered by such liability insurance or are otherwise paid by the applicable Subcontractor.

ADDENDUM D - PRECONSTRUCTION BUDGET
Cabarrus County Renovation of Former ACN-Building for Cabarrus County DSS



Anticipated Schedule		
	Start	Comp
SD	5/20/2025	7/10/2025
DD	7/22/2025	9/11/2025
CD	9/23/2025	12/11/2025
Prequal/Bidding/GMP 1 / Contracts for Long-Lead Equipment	8/18/2025	11/24/2025
Prequalification GMP 2	10/20/2025	12/12/2025
Finalize Bidders Manual Main GMP 2	12/12/2025	1/2/2026
Bidding GMP 2	1/5/2026	1/30/2026
Rebid (If Needed)	2/2/2026	2/13/2026
Scope Reviews/ GMP 2	2/2/2026	2/27/2026
Compile GMP Submission	2/9/2026	3/6/2026
GMP Submission 2 / Approval	3/9/2026	3/23/2026

Estimating Deliverables
During the preconstruction period, Messer will deliver the following estimates: full estimate deliverable at SD, full estimate deliverable at DD, and a price pulse check at 50% CD.
GMP Deliverables
GMP 1 will be for purchasing of early long-leadtime equipment to help facilitate the overall schedule. GMP 2 will be for the balance of the project. All GMP's will be generated after opening of bids.

Name	Position	Time Commitment	Hourly Rate(\$/hr.)	Multiplier 2025 Rate	Start Date	Finish Date	Duration (Mo.)	Total Hours	Cost
Jason Harris - Early Estimating	Senior Project Executive	0.14	\$ 174.73	1.01	5/20/2025	8/31/2025	3.4	80	\$14,035
Jason Harris - Prequal & GMP	Senior Project Executive	0.60	\$ 174.73	1.01	9/1/2025	3/6/2026	6.2	645	\$112,644
Cara McAdoo - Prequal / Bidding	Project Manager	1.00	\$ 110.09	1.01	12/1/2025	3/6/2026	3.2	549	\$60,416
Project Engineer - Prequal / Bidding	Project Engineer	1.00	\$ 85.85	1.01	10/20/2025	1/30/2026	3.4	589	\$50,585
Dave Kylander - Precon Executive	Preconstruction Executive	0.02	\$ 156.05	1.01	5/19/2025	11/28/2025	6.4	22	\$3,479
William Gharst - Lead Estimator	Senior Estimating Manager	0.18	\$ 156.05	1.01	5/19/2025	11/28/2025	6.4	201	\$31,315
BSG Estimator	Estimating Manager	0.14	\$ 110.09	1.01	5/19/2025	11/28/2025	6.4	156	\$17,183
Morgan Panko - Esimating Engineer	Estimating Engineer	0.24	\$ 110.09	1.01	5/19/2025	11/28/2025	6.4	268	\$29,457
Gautham Prasad - VDC / BIM	Sr. Virtual Construction Mgr.	0.20	\$ 110.09	1.01	7/14/2025	11/28/2025	4.6	158	\$17,425
Accounting/Bookkeeping	Accountant	0.05	\$ 76.26	1.01	5/20/2025	3/6/2026	9.67	84	\$6,387

Staffing Subtotal: \$342,927

PRECONSTRUCTION ALLOWANCES

Reimbursables / Printing	\$ 16,000
Owner Preconstruction Allowance	\$ 10,000
	Allowance Subtotal: \$ 26,000
	Total From Above: \$ 368,927
	Insurance: \$ 10,146
	Proj. Tech Bundle: \$ 379

Total Preconstruction Including Allowances **\$ 379,452**

ADDENDUM E

CONTRACTOR-CONTROLLED INSURANCE PROGRAM (“CCIP”)

Contractor-Controlled Insurance Program: The Construction Manager shall develop, implement and administer a Contractor-Controlled Insurance Program (CCIP). Notwithstanding any other provision of the Contract Documents, the following requirements shall control the insurance obligations of the Construction Manager on this Project and take precedence over all other terms in case of conflict.

1. The CCIP, commonly referred to as a "wrap up", shall provide the following coverages for the Construction Manager and enrolled Subcontractors and Sub-subcontractors of all tiers, only for Work performed on the Project site:

Workers' Compensation: Statutory Coverage

Employer's Liability: \$1 million each accident/\$1 million disease – each employee/\$1 million disease – policy limit

Primary Commercial General Liability: \$2 million combined single limit per occurrence, \$4 million annual general aggregate (Project Specific) and \$4 million products completed operations aggregate (Project specific, subject to Program Maximum of \$40,000,000)

Excess (Umbrella) Coverage: \$100 million per occurrence and annual aggregate).

All Commercial General Liability limits shall reinstate annually except the Completed Operations aggregate. The Construction Manager's Commercial General Liability Completed Operations aggregate is for the term of the policy period and another aggregate for the applicable state's statute of repose or 10 years, whichever is less.

2. Construction Manager is solely responsible for administration, including claims management, of the CCIP, at no additional cost to the Owner.. All costs for administration of the CCIP, including claims management, are included in the fixed cost of the CCIP billable to the Owner.

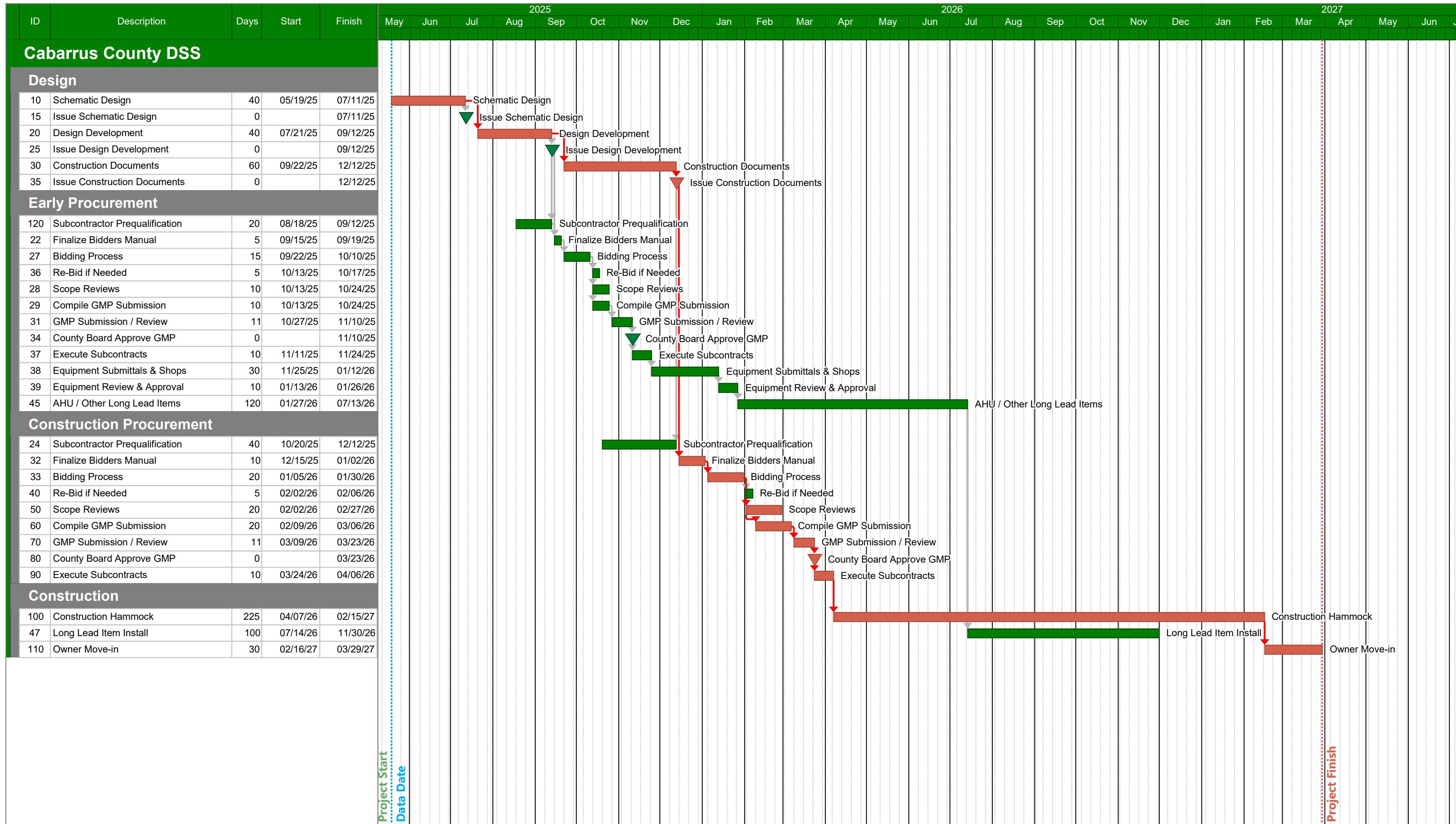
3. Additional details concerning the CCIP are provided in a CCIP Manual to be developed by the Construction Manager and distributed to the Owner and all enrolled Subcontractors and Sub-subcontractors prior to commencement of covered on-site Work. Copies of all applicable CCIP policies are available to the Owner upon request.

4. The Construction Manager and all eligible Subcontractors and Sub-subcontractors of any tier will be required to participate, and the subcontract amounts shall be determined in accordance with Section 5 below to exclude the Subcontractors' costs for any insurance covered by the CCIP. The Construction Manager shall make all decisions regarding the eligibility of a Subcontractor to be enrolled in the CCIP.

5. Construction Manager agrees to require any Subcontractors not enrolled in the CCIP to maintain coverages in accordance with Construction Manager's standard practices, as specified in the CCIP Manual. For enrolled Subcontractors, Construction Manager agrees to enforce these requirements for coverages not provided by the CCIP for any work performed away from the Project site, as identified in the CCIP Manual.

6. Construction Manager shall maintain its regular insurance coverages that are not provided by the CCIP, such as automobile liability, professional liability and pollution liability. If there are any limits or requirements for such coverages, they shall be set forth in the Contract Documents. Construction Manager shall also maintain commercial general liability and workers compensation/employers liability for any Work performed off the Project site. Those costs are separately billable to the Owner. Automobile insurance costs for Construction Manager's personnel are included in the Hourly Rates for personnel set forth in the Owner/Construction Manager Agreement and are not separately billable.

7. The timing and amounts of charges to the Owner for the CCIP are as follows:
 - a) Owner will be billed at a fixed rate of \$25.00 per \$1,000 of contract value.
 - b) The fixed payments for CCIP will be billed monthly based upon the amount of contract value set forth in the Application for Payment.
8. Any applicable deductible and/or self-insured retention shall be the responsibility of the Construction Manager.





AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 12th day of May in the year 2025
(In words, indicate day, month, and year.)

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

Cabarrus County
P.O. Box 707
Street Address: 65 Church Street South, Concord NC 28025
Phone: 704-920-3206

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

Messer Construction Co.
2400 Executive Street
Charlotte, NC 28208
Phone: 704-679-6000

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

Renovation of the Former ACN Building for Cabarrus County DSS
1000 Progress Place
Concord, NC 28025

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

John Crawford
Creech & Associates
1000 W. Morehead St. Suite 120
Charlotte, NC 28208
Phone: 704-376-6000

The Owner's Designated Representative:
(Name, address and other information)

Kelly Sifford, Deputy County Manager
Cabarrus County
P.O. Box 707
Street Address: 65 Church Street South, Concord NC 28025
Phone: 704-920-2142

The Construction Manager's Designated Representative:
(Name, address and other information)

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:00:33 ET on 06/27/2025 under Order No.3104241520 which expires on 07/24/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(877744998)

1

Page 74

Jason Harris, Senior Project Executive
Messer Construction Co.
2400 Executive St.
Charlotte, NC 28208
(704) 679-6000 Office
(937) 414-0236 Mobile
jharris@messer.com

The Owner and Construction Manager agree as follows.



Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:00:33 ET on 06/27/2025 under Order No.3104241520 which expires on 07/24/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

/

User Notes:

(877744998)

Page 75

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

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, as described in Section 4.1.1:

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

Renovation and implementation of a deferred maintenance package at the former ACN World Headquarters Buildings. Existing buildings are made up of a 5-story, approximately 116,308 square foot building and a 1 story, approximately 24,213 square foot building. Extent and scope of renovation will be determined during the design and preconstruction period.

§ 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.)

| As Noted In 1.1.1

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

Init.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:00:33 ET on 06/27/2025 under Order No.3104241520 which expires on 07/24/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(877744998)

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

Total Project Budget including Construction, Design Fees, FF&E, and other owner costs is \$20,000,000

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

.1 Design phase milestone dates, if any:

Schematic Design Complete +/- 7/10/2025
Design Development Complete +/- 9/11/2025
Construction Documents Complete +/- 12/11/2025

.2 Construction commencement date:

Targeted to Start Immediately Following County Commissioner Approval in March 2026

.3 Substantial Completion date or dates:

TBD following further design development, but anticipated to be in Spring 2027

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Project team will work together to identify any long-lead materials or equipment that may require earlier bidding to avoid delivery delays impacting the project schedule.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall modify as applicable, complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Kelly Sifford, Deputy County Manager
Cabarrus County
P.O. Box 707
Street Address: 65 Church Street South, Concord NC 28025
Phone: 704-920-2142

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address and other contact information.)

John Crawford
Creech & Associates
1000 W. Morehead St. Suite 120
Charlotte, NC 28208
Phone: 704-376-6000

§ 1.1.10 The Owner shall retain the following consultants and contractors:

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

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

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

N/A

§ 1.1.11 The Architect's representative:

(List name, address, and other contact information.)

John Crawford
Creech & Associates
1000 W. Morehead St. Suite 120
Charlotte, NC 28208
Phone: 704-376-6000

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

(List name, address, and other contact information.)

Jason Harris, Senior Project Executive
Messer Construction Co.
2400 Executive St.
Charlotte, NC 28208
(704) 679-6000 Office
(937) 414-0236 Mobile
jharris@messer.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

N/A

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

As Outlined in North Carolina General Statutes

§ 1.1.15 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to reasonably rely on, and shall not be responsible for (except to the extent based on information provided by the Owner or Architect), the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager being consistent with the exercise of reasonable care. The Construction Manager does not warrant or guarantee estimates and schedules or other Preconstruction Services deliverables except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall cooperate with the Owner and Architect in establishing building information modeling and digital data protocols for the Project by mutual agreement, which may be based on 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.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities. The Construction Manager is not required to ascertain that the Work specified in Drawings and Specifications will be in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. The Owner warrants that it has notified the Construction Manager of any special requirements applicable to the Owner or this Project, including, but not limited to, prevailing wage, equal employment opportunity, affirmative action, union participation goals, local workforce participation goals and women and/or minority business enterprise inclusion requirements, prior to the execution of this Agreement. The Construction Manager may assume, without independent investigation, that there are no such requirements unless it has been notified.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

As outlined in Request for Qualification (RFQ) for Construction Manager at Risk (CM@R) Services for Renovation of the former ACN Building for Cabarrus County DSS Issued 02/20/2025. Preconstruction shall include 2 full construction estimates – SD and DD, and a price pulse update for 50% CD. GMP 1 shall be for early bidding and direct purchase of Long-Lead Equipment as needed to maintain clients desired schedule, and GMP 2 will be for all other work. GMP's will be generated following a public bidding period.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use in its discretion to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or considered reimbursable as the Cost of the Work but not included in a Change Order. Some of the items covered by the Construction Manager's contingency are unanticipated changes in the subcontracting marketplace; material cost escalation; unanticipated changes in construction methods; default by a Subcontractor or supplier (unless Construction Manager is using Subcontractor default insurance on this Project); and acceleration costs required to meet the Contract Time. The Construction Manager is not required to use its contingency for costs that are the Owner's responsibility or for which an increase in the Guaranteed Maximum Price is provided under this Agreement, including, without limitation, design errors or omissions including code compliance issues; adverse hidden or subsurface conditions; scope of changes; delays caused by the Owner or the Architect; changes in government requirements; and uninsured casualty losses not caused by the Construction Manager.

Upon written request by the Owner prior to the Construction Manager's preparation of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall include an Owner's contingency, which shall be in addition to and separate from the Construction Manager's contingency, for the Owner's exclusive use in its discretion to account for added scope or changes to the Project, to pay for unanticipated costs incurred by the Construction Manager that are the Owner's responsibility, or for other purposes that the Owner may designate. The Owner's Contingency is part of the Guaranteed Maximum Price; provided, however that the exhaustion of the Owner's contingency shall not preclude an increase in the Guaranteed Maximum Price for any Work for which an increase in the Guaranteed Maximum Price is

provided under this Agreement, including, without limitation, design errors or omissions including code compliance issues; adverse hidden or subsurface conditions; scope of changes; delays caused by the Owner or the Architect; changes in government requirements; and uninsured casualty losses not caused by the Construction Manager. If requested by the Owner, the Construction Manager will advise the Owner of the expenditure against the Owner's Contingency on a monthly basis but will not guarantee the sufficiency of the Owner's Contingency for any purpose.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents. If the Guaranteed Maximum Price is based on incomplete Drawings and Specifications, the Owner shall cause the Architect to complete such design documents promptly so as to cause no delay. If the final Drawings and Specifications provide for additional Work that is not reasonably inferable from the Drawing and Specifications identified in the GMP documents, then the Construction Manager shall promptly notify the Owner, and if the Owner does not require the Architect to remove such additional scope, the Guaranteed Maximum Price and Contract Time shall be equitably adjusted.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for and abatement of hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing 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 invert and depths. All the information on the survey shall be referenced to a Project benchmark.

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

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, in the form now or hereafter attached to this Agreement by mutual consent.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Hourly Rates: The Construction Manager's compensation for Preconstruction Phase services shall be based on fixed hourly rates as listed on Addendum A plus any out of pocket expenses (not to exceed a maximum of Three Hundred Seventy Nine Thousand Four Hundred Fifty Two Dollars (\$379,452.00) as outlined in Addendum D Preconstruction Budget

§ 5.1.2 If the Construction Phase begins before Preconstruction Phase activities are completed, then both this Section and Section 6.1 shall apply until Preconstruction Phase services are completed and any cap on "out of pocket expenses" referenced in this Section does not include Contract Sum payable for any Construction Phase Work.

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

See Addendum A and Addendum B

Individual or Position	Rate
------------------------	------

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Ten (10) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager'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 Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

One percent (1%) per month, or the maximum lawful rate if less.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Percentage of GMP: The Construction Manager's Construction Phase Fee shall be fixed at 3.15 % of the Guaranteed Maximum Price (or, if no GMP is established at 3.15% of the approved budget).

If due to material lead-time issues it is agreed to by the County that mechanical, electrical, plumbing, or other such equipment must be purchased early to maintain the project schedule, an additional fee of 2% on such direct purchases would be added to the cost of the equipment, in addition to the 3.15% fee included on the Guaranteed Maximum Price (fee on direct equipment purchases will be $3.15\% + 2\% = 5.15\%$).

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

For additive changes in the Work the Fee shall be increased by 3.15% of the related increase in the GMP; however, if changes are so extensive that the Construction Manager's job site staffing must be increased or committed for a longer time than originally scheduled, then the Construction Manager shall be entitled to a reasonable additional Fee beyond the basic percentage adjustment.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Fifteen percent (15%)

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed the standard rental rate paid at the place of the Project as further set forth in Section 7.5.2.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

No Savings Split: All savings accrue to the Owner

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

No Savings Split: All savings accrue to the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs incurred in good faith by the Construction Manager in the proper performance of the Work and in correcting damaged or nonconforming Work to the extent provided in Section 7.7.3. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Fixed hourly rates set forth in Addendum B of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Fixed hourly rates as set forth in Addendum A of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Jason Harris – Senior Project Executive

TBD - Project Accounting

Gautham Prasad – BIM/Virtual Construction Technology

Will Gharst, Dave Kylander, and other estimators supporting the projects Estimating Services

§ 7.2.3 Fixed hourly rates as set forth in Addendum A of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work wherever located, but only for that portion of their time required for the Work. This Section 7.2.3 covers the services of home or regional office personnel such as Operations Vice President, Senior Project Executive, and Administrative Support for the Project, and the Building Systems, Economic Inclusion, Estimating, Safety and Scheduling groups, but not the executive officers of the Construction Manager.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions are included in the fixed hourly rates under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless otherwise specified in the applicable Addendum or the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement, net of deductions for costs of the insurance covered by the CCIP (see related provision in Section 6.1.2). If Construction Manager elects not to use Subcontractor default insurance (SDI) on this Project, Construction Manager may bond selected subcontracts and bond costs incurred by the Subcontractors will be included in the Cost of the Work as part of those subcontract amounts. Owner will not be charged for bond costs if Construction Manager elects to bond any Subcontractor on an SDI project.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. Rates of Construction Manager-owned equipment shall be subject to the

Owner's prior approval and such rates shall not exceed eighty-five (85%) of those specified in the current edition of the Equipment Watch rate guide by Informa (formerly known as the AED Green Book).

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Notwithstanding the foregoing, Contractor Controlled Insurance Program (CCIP) costs shall be billed at the fixed rates provided in the CCIP Addendum. This rate is effective through projection completion as long as project is enrolled prior to August 1, 2025. Messer to enroll project immediately following contract execution.

If Construction Manager elects to use Subcontractor default insurance (SDI) on this Project, then the Cost of the Work shall include a charge for such SDI equal to a fixed rate of \$12.50 per \$1,000 of total billings for all subcontracts and material supply contracts paid by Construction Manager ("Subcontract and Material Costs"). An initial payment against the SDI charge shall be made by Owner to Construction Manager prior to commencement of the Work based on the Construction Manager's estimate of the total Subcontract and Material Costs to be incurred for the Work and adjusted, if applicable, at the time of final payment based upon final Subcontract and Material Costs.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable. If the Owner claims that the Project or any part thereof is exempt from sales taxes, the Owner shall provide the Construction Manager with a proper exemption certificate before commencement of the Construction Phase.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval if relocated from distant locations.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work, provided that Construction Manager provides prior notice to Owner of such travel.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by of the supervisory or administrative personnel of the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

- .3 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Sections 7.1 to 7.7;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Any deductible payable by Construction Managers under any Subcontractor default insurance policy covering the Project.
- .9 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .10 Costs for services incurred during the Preconstruction Phase other than as may be specified in Section 5.1.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions of a material nature, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and

copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 If requested by the Owner, the Construction Manager shall submit, with any Application for Payment, evidence that the Construction Manager paid to Subcontractor and material suppliers the amounts that they were entitled to receive out of the previous progress payment received from the Owner. If any Subcontractor, Subcontractor of any tier, material supplier, laborer, or other person performing services or providing labor or materials under the Construction Manager files a lien claim against the Project site, and such lien claim does not result from the Owner's failure to make payment when due or other default by the Owner under this Agreement, then the Construction Manager shall promptly settle or bond such lien claim. All expenses reasonably incurred by Construction Manager in bonding, defending against, paying or settling any such lien claim shall be included in the Cost of Work, and the Construction Manager shall be responsible for any such expenses to the extent that the Guaranteed Maximum Price is exceeded; provided, however, that the Guaranteed Maximum Price shall be increased by the amount of any such expenses incurred due to the Owner's failure to make payment when due or any other default by the Owner under this Agreement.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

See Section 11.1.11 for retainage withheld on subcontracted work. Zero (0%) retainage to be held on that portion of the work that the Construction Manager Self Performs, including Construction Manager's General Conditions, General Requirements, and insurances/fee.

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Retainage shall only be withheld as set forth in Section 11.1.11

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

See Section 11.1.11.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8.

(Paragraphs deleted)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors, and (2) the percentage of retainage held on Subcontracts, which shall be at five percent (5%) unless a higher percentage is deemed necessary by the Construction Manager in a particular case, and the Construction Manager shall execute subcontracts in accordance with those agreements. At Construction Manager's option, further retainage on any Subcontract may be reduced or eliminated after each Subcontract is fifty percent (50%) completed, as long as the Work is satisfactory; and if requested by the Construction Manager, the Owner agrees to allow release of retainage on any Subcontract which is completed early in the Project if the completed Work under that Subcontract is approved by the Architect.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1 % per month or the maximum rate permitted by law, if less.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Construction Manager 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, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an

- amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Not Applicable.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

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

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000) 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.

§ 14.3.1.3 The Construction Manager 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, each employee, and policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
-----------------	---------------

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager 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 to the extent caused by the Construction Manager'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.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, Addendum E, Contractor Controlled Insurance Program (CCIP) attached hereto, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

Owner consents to Construction Manager utilizing its Safety4Site program on this Project.

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 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.)

Addenda A through D and Addendum E Contractor Controlled Insurance Program (CCIP)

- .6 Other Exhibits:

(Check all boxes that apply.)

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:

(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

- .7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Steven M. Bestard Senior V.P. & C.O.O.
(Printed name and title)

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Fair - 2025 County Fair Update and Fee Schedule Approval Request

BRIEF SUMMARY:

Staff will provide an update on planning for the 2025 Cabarrus County Fair including a preview of new attractions and programming highlights. The presentation will also include a proposed fee schedule for this year's event with a request for Board approval to proceed with marketing and operational planning.

REQUESTED ACTION:

Recommended Motions for the Regular Meeting:

Motion to suspend the Rules of Procedure.

Motion to approve the 2025 Cabarrus County Fair fee schedule as presented with any modifications as determined by the Board.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Todd Shanley, Chief Information Officer

Courtney Wyatt, Fair Executive Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Presentation

Cabarrus County Fair

2025 Event Presentation



New for 2025 Fair

- Advanced Ticket Sales:
 - Fair, Ride Wristband and Rodeo
- Online Entries
- Livestock Shows held in Arena
 - Seating
 - Show space
- The Fair Mercantile
 - Local Craft Vendors
 - Cabarrus Grown Booths



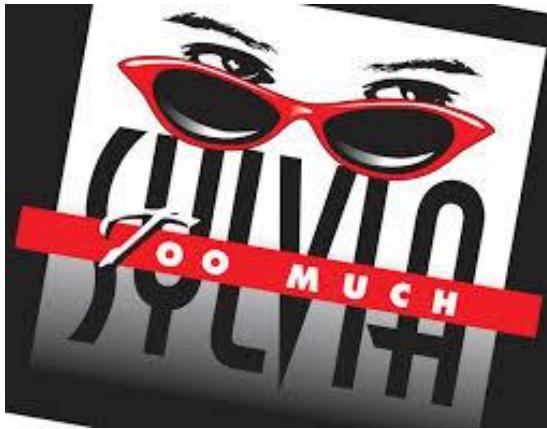
New for 2025 Fair

New Entertainment

- Paul Bunyan
- First Bite Fishing
- Hog Diggity Dogs
- Landon Cline
- Montana Sky
- Dangerous Feats of Comedy
- Eudora Farms Petting Zoo
- Too Much Sylvia
- Cabarrus County Fair Pageant
- Fireworks



New for 2025 Fair



Rodeo

Southern Rodeo Company

- Family-Owned Business (30 years)
- One of the Largest in the Southeast
- “Our lifelong passion is to provide each town with the best of the best bucking horses, bulls, world class contestants from all over the United states and Canada, and the top-of-the-line specialty acts.”

International Professional Rodeo Association

Stock Contractor of the Year
for 2023 and 2024

8 Events each night

- Bulls
- Saddle Bronc
- Bareback
- Barrel Racing
- Team Roping
- Calf Roping
- Break-a-way Roping
- Steer Wrestling



Rodeo

Dates:

Friday September 5
Saturday September 6
Friday September 12
Saturday September 13

Time: 6:30 pm (2- 2.5 hr show)

Location:

Cabarrus Arena

**Rodeo General
Admission: \$25
Children 2 and
under: Free**



International
Professional Rodeo
Association

Stock Contractor of the Year
for 2023 and 2024



Fair Staff

Administrative Specialist: Stephanie Simpson

- Martech
- Livestock Shows and Awards
- Cabarrus County Fair Apparel
- Organization
- Volunteer Coordination

Gold Hall Superintendent: Cathy Harkey

- Oversees the activities associated with the Competitive Exhibits
- 14 years

Livestock Superintendent: Jimmy Petty

- Oversees the activities associated with the Livestock building and shows
- First year with Cabarrus County Fair
- President of the Cabarrus County Saddle Club



Sponsorships

Fair

Cabarrus County Fair Naming Rights Sponsor- \$50,000

Presenting Rodeo Sponsor- \$10,000

Gold Level- \$7,500

Silver Level- \$5,000

Bronze Level- \$2,500

Blue Ribbon Level- \$250-\$1,500

Rodeo

Chute Gate- \$1,500

Corner Banner- \$2,500



Current Sponsorships

- **James River Equipment**- tractor and skid loader needed for the rodeo
- **McDonald General Store**- 2 pallets of shavings for petting zoo and Dairy Showmanship Buckle
- **First Bank**- t-shirts
- **Ron Smith/Ed Jones**- Chute Gate
- **Faulk Bros Turf Supply**- Chute Gate
- **Cabarrus County Farm Bureau**- Sheep and Goat Showmanship Buckles
- **Rocky River Large Animal**- Beef Showmanship Buckle



Fee Structure for Entry and Theme Days

Fair General Admission:

\$8: Adults

\$6: Children 6-11

\$6: Seniors 55+

\$6: Military with valid ID

Free: Children 5 and under

Free: Cabarrus County
Employees with badge



Theme Days

Monday: Senior Day

- 55 and older get in free from 3-4pm

Tuesday: 2 Can Tuesday

- 2 cans = \$2 off admission

Wednesday: School Night

- Cabarrus County students get in free

Thursday: Car Load Night

- Up to 6 people (in the vehicle) receive an admission ticket and ride wristband for \$90

Fair General Admission:

\$8: Adults
\$6: Children 6-11
\$6: Seniors 55+
\$6: Military with valid ID
Free: Children 5 and under
Free: Cabarrus County Employees with badge



Monday September 8: “Senior Day”

Activities

- 3:00 pm Fair Opens
- 3:00-4:00 pm Seniors 55+ get in free
- 3:30-4:30 pm Bingo
- 5:00 pm Senior Talent Show
- 7:00-9:00 pm Montana Sky on Main Stage



Tuesday September 9: “2 Can Tuesday”

- 2 cans= \$2 off admission
- Cooperative Christian Ministry to coordinate volunteers
- All food collected stays in Cabarrus County and Kannapolis
- Landon Cline on Main Stage- 6:00 pm



Wednesday September 10: “School Night”

- Cabarrus County Students will receive free entry
- Dunking Booth- 6:00 pm
- Too Much Sylvia on Main Stage- 6:00 pm



Thursday September 11: “Car Load Night”

- Up to 6 people per car
- Fair Admission Ticket and a Ride Wristband for \$90
- Value for 6 adults, \$270
- We are currently looking for a sponsor that will get naming rights of this night! If you are interested, call the fair office.
- Dunking Booth- 6:00 pm



Thank you

Thank you to each and every department within the county, my volunteers, and the Fair Advisory Board!

All of your knowledge and willingness to help has been a blessing to Stephanie and myself!

See YOU at the
2025 Cabarrus County Fair!



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Lottery Proceeds

BRIEF SUMMARY:

Lottery proceeds are provided to the County to help fund school capital projects including construction, renovations, repairs and payment of debt.

Lottery proceeds of \$3,00,000 were included and approved in the Fiscal Year 2026 budget to be used to pay a portion of the County's debt services related to public school debt. Additionally, \$500,000 has been included for Rowan County's future requests.

Included in the agenda is the budget amendment to record the receipt and transfer of those funds, the project ordinance for the Public-School Lottery Fund and the applications to draw down from the lottery funds associated with Cabarrus County Schools and Kannapolis City Schools.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to authorize the Chairman to execute the Public-School Building Capital Fund applications to release funds from the North Carolina Education Lottery, approve the budget amendment associated with the receipt and transfer of the funds and approval of the Public-School Lottery Fund Project Ordinance.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Jim Howden, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Lottery Fund Application - CCS
- Lottery Fund Application - KCS
- Budget Amendment
- Project Ordinance - Fund 320

**DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

DPI Use Only

Approved By: _____

Date: _____

Date of Request: _____

County: _____

Contact Person: _____

LEA: _____

Title: _____

Address: _____

Phone: _____

Project Title: _____

Location: _____

Type of Facility: _____

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Distribution requests must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: _____

Estimated Costs:

Purchase of Land _____ \$ _____

Planning and Design Services _____

New Construction _____

Additions / Renovations _____

Repair _____

Debt Payment / Bond Payment _____

TOTAL _____ \$ _____

Estimated Project Beginning Date: _____ Est. Project Completion Date: _____

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ _____ from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)

(Date)

(Signature — Chair, Board of Education)

(Date)

**DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

DPI Use Only

Approved By: _____

Date: _____

Date of Request: _____

County: _____

Contact Person: _____

LEA: _____

Title: _____

Address: _____

Phone: _____

Project Title: _____

Location: _____

Type of Facility: _____

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Distribution requests must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: _____

Estimated Costs:

Purchase of Land _____ \$ _____

Planning and Design Services _____

New Construction _____

Additions / Renovations _____

Repair _____

Debt Payment / Bond Payment _____

TOTAL _____ \$ _____

Estimated Project Beginning Date: _____ Est. Project Completion Date: _____

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ _____ from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)

(Date)

(Signature — Chair, Board of Education)

(Date)

Budget Revision/Amendment Request

Date: **7/21/2025**

Amount: **3,500,000.00**

Dept. Head: **James Howden**

Department: **Finance, Fund 320**

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

This amendment records the Public School Building Capital Lottery funds requested from the Department of Public Instruction. \$3,000,000 of the funds will be used towards the FY26 school debt service payments. Cabarrus County Schools' portion is \$2,690,000 and Kannapolis City Schools' portion is \$310,000. Rowan County's portion is \$500,000 set aside for Rowan County's future requests.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
320	6	7210-6444	Lottery Proceeds	22,130,000.00	3,000,000.00		25,130,000.00
320	9	7210-9704	Contribution to GF/CIF	22,960,352.00	3,000,000.00		25,960,352.00
320	6	7210-6444 0617	Lottery Proceeds	1,297,858.00	500,000.00		1,797,858.00
320	9	7210-9702 0617	Kannapolis City Schools	1,297,858.00	500,000.00		1,797,858.00

Budget Officer

- Approved
 Denied

Signature

Date

County Manager

- Approved
 Denied

Signature

Date

Board of Commissioners

- Approved
 Denied

Signature

Date

PUBLIC SCHOOL BUILDING CAPITAL PROJECTS FUND BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I.

- A. The project authorized is the various County construction and renovation related projects. Details of the projects are listed in section C. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Lottery Proceeds	\$26,927,858
Lottery – Repairs and Renovations	<u>830,352</u>

TOTAL REVENUES	\$27,758,210
-----------------------	---------------------

- D. The following appropriations are made as listed.

Capital Outlay – Rowan County	\$1,797,858
Transfer out	<u>\$25,960,352</u>

TOTAL EXPENDITURES	\$27,758,210
---------------------------	---------------------

GRAND TOTAL – REVENUES	\$27,758,210
GRAND TOTAL – EXPENDITURES	\$27,758,210

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 1. The Manager may transfer amounts between objects of expenditure and

revenues within a function without limitation.

2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.

- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this the 21 day of July 2025.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Jeff Jones, Chairman
Cabarrus County Board of Commissioners

ATTEST:

Deputy Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Reimbursement Resolutions

BRIEF SUMMARY:

The County may advance funds to pay for certain capital expenditures prior to going out for financing. The Reimbursement Resolutions allow for the County to pay itself back with financing proceeds for expenditures paid with County funds prior to the financing.

Two new capital projects were approved in Fiscal Year's 2026 budget, for which, new Reimbursement Resolutions have been established:

A.L. Brown High School Addition

Jackson Park Elementary School Addition

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to approve the Reimbursement Resolutions for Jackson Park Elementary School and A.L. Brown High School.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Jim Howden, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Reimbursement Resolution - Jackson Park
- Reimbursement Resolution - A.L. Brown

**RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF DEBT PURSUANT TO UNITED STATES
DEPARTMENT OF TREASURY REGULATIONS**

BE IT RESOLVED by the Board of Commissioners of Cabarrus County:

1. The Board hereby finds, determines and declares as follows:

(a) Treasury Regulations Section 1.150-2 (the "Regulations"), promulgated by the United States Department of Treasury on June 18, 1993, prescribes certain specific procedures applicable to certain obligations issued by the County after June 30, 1993, including, without limitation, a requirement that the County timely declare its official intent to reimburse certain expenditures with the proceeds of debt to be issued thereafter by the County.

(b) The County has advanced and/or will advance its own funds to pay certain capital costs (the "Original Expenditures") associated with financing, in whole or in part, (i) the design, acquisition, construction, installation and equipping of various new additions and improvements to Jackson Park Elementary School including, without limitation, (A) additional classrooms for the existing building, (B) additional classrooms as part of the building expansion, (C) additional administrative offices and (D) any easements and rights-of-way, (ii) site development, (iii) any and all related utilities relocation and (iv) various real and/or personal property improvements related to any of the foregoing (collectively, the "Jackson Park Elementary School Addition Project").

(c) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(d) As of the date hereof, the County reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the County, and the maximum principal amount of debt to be incurred with respect to the Jackson Park Elementary School Addition Project is expected to be \$1,040,000.

(e) All Original Expenditures to be reimbursed by the County were paid no more than 60 days prior to or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursement must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the Jackson Park Elementary School Addition Project was placed in service or abandoned, but in no event more than 3 years after the Original Expenditure was paid.

2. This resolution shall take effect immediately.

I, _____, Clerk to the Board of Commissioners for the County of Cabarrus, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners at a regular meeting held on July 21, 2025, as relates in any way to the passage of the resolutions hereinabove referenced, and that said proceedings are recorded in Minute Book No. [__] of the minutes of said Board of Commissioners, beginning at page ___ and ending at page ___.

I DO HEREBY FURTHER CERTIFY that the schedule of regular meetings of said Board of Commissioners has been on file in my office pursuant to North Carolina General Statutes §143-318.12 as of a date not less than seven (7) days before said meeting.

WITNESS my hand and the corporate seal of said County, this 21 day of July 2025.

Clerk to the Board of Commissioners
for the County of Cabarrus, North Carolina

[SEAL]

**RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF DEBT PURSUANT TO UNITED STATES
DEPARTMENT OF TREASURY REGULATIONS**

BE IT RESOLVED by the Board of Commissioners of Cabarrus County:

1. The Board hereby finds, determines and declares as follows:

(a) Treasury Regulations Section 1.150-2 (the "Regulations"), promulgated by the United States Department of Treasury on June 18, 1993, prescribes certain specific procedures applicable to certain obligations issued by the County after June 30, 1993, including, without limitation, a requirement that the County timely declare its official intent to reimburse certain expenditures with the proceeds of debt to be issued thereafter by the County.

(b) The County has advanced and/or will advance its own funds to pay certain capital costs (the "Original Expenditures") associated with financing, in whole or in part, (i) the design, acquisition, construction, installation and equipping of various new additions and improvements to A.L. Brown High School including, without limitation, (A) additional classrooms for the existing building, (B) additional classrooms as part of the building expansion, (C) additional administrative offices and (D) any easements and rights-of-way, (ii) site development, (iii) any and all related utilities relocation and (iv) various real and/or personal property improvements related to any of the foregoing (collectively, the "A.L. Brown High School Addition Project").

(c) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(d) As of the date hereof, the County reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the County, and the maximum principal amount of debt to be incurred with respect to the A.L. Brown High School Addition Project is expected to be \$1,950,000.

(e) All Original Expenditures to be reimbursed by the County were paid no more than 60 days prior to or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursement must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the A.L. Brown High School Addition Project was placed in service or abandoned, but in no event more than 3 years after the Original Expenditure was paid.

2. This resolution shall take effect immediately.

I, _____, Clerk to the Board of Commissioners for the County of Cabarrus, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners at a regular meeting held on July 21, 2025, as relates in any way to the passage of the resolutions hereinabove referenced, and that said proceedings are recorded in Minute Book No. [__] of the minutes of said Board of Commissioners, beginning at page ___ and ending at page ___.

I DO HEREBY FURTHER CERTIFY that the schedule of regular meetings of said Board of Commissioners has been on file in my office pursuant to North Carolina General Statutes §143-318.12 as of a date not less than seven (7) days before said meeting.

WITNESS my hand and the corporate seal of said County, this 21 day of July 2025.

Clerk to the Board of Commissioners
for the County of Cabarrus, North Carolina

[SEAL]

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Legal - Tentative Sandoz Opioid Settlement

BRIEF SUMMARY:

The County's long-standing Counsel in the National Opioid Settlement, Crueger Dickinson, LLC of Milwaukee, WI has requested that the County execute and return to them a tentative Settlement Agreement and Participation Agreement in regards to this manufacturer, no later than July 24, 2025.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to authorize the County Manager to execute the tentative Settlement Agreement and Participation Agreement

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Doug Hall, County Attorney & General Counsel

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Settlement Agreement
- Participation Form
- Presentation

SANDOZ SETTLEMENT AGREEMENT

This Sandoz Settlement Agreement dated as of August 31, 2023 (“*Agreement*”) sets forth the terms of settlement between and among Participating Subdivisions and Participating Tribes, and Sandoz (in each case as defined below), to take effect as of the Effective Date (as defined below).

Table of Contents

I.	Definitions.....	2
II.	Release	8
III.	Monetary Relief and Payments.....	12
IV.	Allocation and Use of Settlement Funds	12
V.	Participation by Subdivisions and Tribes	15
VI.	Defendants to be Released Upon Meeting Threshold Requirements	16
VII.	Plaintiffs’ Attorneys’ Fees and Costs	17
VIII.	Dispute Resolution.....	17
IX.	Miscellaneous	17

Whereas, Participating Subdivisions and Participating Tribes by and through the Participating Subdivision Designees and Participating Tribe Designees (as defined below), and Sandoz, share a common desire to resolve disputes between Participating Subdivisions and Participating Tribes, and Sandoz, relating to opioid medications according to the terms set out in this Agreement;

Whereas, the Parties agree and understand that upon satisfaction of the conditions set forth herein, this Agreement will be binding on the Participating Subdivisions and Participating Tribes;

Whereas, the Parties to this Agreement now desire to avoid further expense and proceedings and to settle their disputes under the terms and conditions of this Agreement as set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Parties as follows:

I. Definitions

Unless otherwise specified, the following definitions apply:

1. *“Agreement”* means this Agreement between Participating Subdivisions and Participating Tribes and Sandoz, inclusive of all exhibits.
2. *“Alleged Harms”* means the alleged past, present, and future financial, societal, and related harms and expenditures arising out of the alleged misuse and abuse of opioid products, including those expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Sandoz.
3. *“Claim”* means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim (but only with respect to each Participating Subdivision or Participating Tribe), promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment,

disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever. Claim does not include any individuals' personal injury or wrongful death cause of action.

4. *“Claim-Over”* means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.
5. *“Covered Conduct”* means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to any Product, including without limitation (a) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of any Product; orders, prescriptions, formularies, guidelines, payments or rebates for any Product; policies, practices and/or operating procedures, statements, contracts, commercial arrangements, insurance, claim or benefit administration, claim adjudication, plan design, data and sales thereof, and any other act or failure to act relating to, any Product; and any system, plan, policy or advocacy relating to any Product, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product; (b) the characteristics, properties, risks, or benefits of any Product; (c) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders, prescriptions, or conduct related to any Product; (d) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to any Product; or (e) controls against diversion, corresponding responsibility, and suspicious order monitoring related to any Product.
6. *“Effective Date”* means the date that the Participating Subdivisions and Participating Tribes execute and deliver (or cause to be delivered) to the Participating Subdivision Designees and the Participating Tribe Designees, as appropriate, and to Sandoz, in accordance with Section V.A., the Subdivision Participation Forms and Tribe Participation Forms, signed by 85% (as measured by number of cases and allocation of the Settlement Fund) of Litigating Subdivisions and Litigating Tribes, which are set forth

on **Exhibit A** of this Agreement. The Effective Date shall be no later than January 31, 2024, provided, however, that: (1) the Participating Subdivision Designees and the Participating Tribe Designees shall have the one-time unilateral right to extend the deadline by 90 days; and (2) Sandoz shall have the unilateral right in its sole discretion to further extend that deadline to a date of its choosing and/or to proceed with the Agreement even if the 85% threshold has not been satisfied.

7. *“Eligible Entities”* has the meaning set forth in Section V.C., and includes those Litigating Subdivisions and Litigating Tribes identified in **Exhibit A** attached hereto.
8. *“Litigating Subdivision”* means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for Alleged Harms to the Subdivision and/or its members thereof) that has pending Released Claims against Sandoz as of August 25, 2023, as identified on **Exhibit A** hereto.
9. *“Litigating Tribe”* means a Tribe that has pending any Released Claims against Sandoz as of August 25, 2023, as identified on **Exhibit A** hereto.
10. *“MDL”* means *In re National Prescription Opiate Litigation*, Case No. 1:17-md-2804.
11. *“MDL Court”* means the United States District Court for the Northern District of Ohio, Eastern Division, presiding over the MDL.
12. *“Non-Participating Subdivision”* means any Subdivision that does not execute a Subdivision Participation Form prior to or within 14 days after the Effective Date of this Agreement or any Subdivision that, prior to the Effective Date of this Agreement, affirmatively opts out of this settlement by providing written notice to the Participating Subdivision Designees and Sandoz of its intent to litigate its Claims against Sandoz.
13. *“Non-Participating Tribe”* means any Tribe that does not execute a Tribe Participation Form prior to or within 14 days after the Effective Date of this Agreement or any Tribe that, prior to the Effective Date of this Agreement, affirmatively opts out of this settlement by providing written notice to the Participating Tribe Designees and Sandoz of its intent to litigate its Claims against Sandoz.
14. *“Non-Party Covered Conduct Claim”* means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).
15. *“Non-Party Settlement”* means a settlement by any Releasor that settles any

Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

16. “*Non-Released Entity*” means an entity that is not a Released Entity.
17. “*Ongoing Common Benefit Order (Dkt. #4428)*” means the Ongoing Common Benefit Order (Dkt. #4428) entered by the MDL Court in the MDL.
18. “*Opioid Remediation*” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to remediate Alleged Harms, including to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. Qualifying expenditures may include reasonable related administrative expenses.
19. “*Participating Subdivision*” means any Litigating Subdivision identified in **Exhibit A** that executes a Subdivision Participation Form prior to or within 14 days after the Effective Date.
20. “*Participating Tribe*” means any Litigating Tribe identified in **Exhibit A** that executes a Tribe Participation Form prior to or within 14 days after the Effective Date.
21. “*Participating Subdivision Designees*” means Jayne Conroy and Michael Angelides of Simmons Hanly Conroy (see Section IX.J. below for their contact information).
22. “*Participating Tribe Designees*” means Steve Skikos and Mark Crawford of Skikos, Crawford, Skikos & Joseph (see Section IX.J. below for their contact information).
23. “*Parties*” means Sandoz, Participating Subdivisions, and Participating Tribes (each, a “*Party*”).
24. “*Post-Settlement Claim*” means any Claim commenced against Sandoz by any Subdivision or Tribe after the date of this Agreement, whether in the MDL Court or any federal, state, district, territorial, or other court, or any other judicial, quasi-judicial, or arbitral body, alleging any Covered Conduct as the basis or partial basis for the Claim.
25. “*Product*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance,

that is (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, a muscle relaxer, carisoprodol, zolpidem, or gabapentin; or (3) a combination or “cocktail” of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

26. *“Released Claims”* means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, “Released Claims” include any Claims that have been asserted against the Released Entities by any Participating Subdivision or Participating Tribe in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by a Participating Subdivision, Participating Tribe or any Releasors (whether or not such Participating Subdivision, Participating Tribe or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that “Released Claims” be interpreted broadly. This Agreement does not release Claims by private individuals for any of their own damages for alleged personal injuries arising out of their use of any Product. But in any action arising from or relating to such Claims or the Covered Conduct, the Released Entities may assert as a defense or otherwise argue that the payments required herein serve as a measure of compensation for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law.
27. *“Released Entities”* has the meaning set forth in Section VI.A.
28. *“Releasors”* means (1) each Participating Subdivision and Participating Tribe, and (2) without limitation and to the maximum extent of the power of each Participating Subdivision and Participating Tribe to release Claims, (a) the Participating Subdivision’s and Participating Tribe’s departments, agencies, divisions, boards, commissions, subdivisions, instrumentalities of any kind and attorneys, and any person in their official capacity whether

elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and (b) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public but only with respect to each Participating Subdivision or Participating Tribe.

29. “*Sandoz*” means Sandoz Inc. and all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, or assigns, including but not limited to Sandoz International GmbH, Novartis Pharmaceuticals Corporation, and Novartis AG and its subsidiaries and affiliates, including but not limited to Novartis Manufacturing LLC, Novartis Institutes for Biomedical Research, Inc., Novartis Corporation, and Novartis Consumer Health. For the avoidance of doubt, this definition of “*Sandoz*” shall survive any spin-off, separation, or other corporate change-of-control transaction that results in Sandoz Inc. separating from or no longer being a direct or indirect subsidiary of one or more other Sandoz or Novartis entities.
30. “*Sandoz Settlement Fund*” or “*Settlement Fund*” means the interest-bearing fund to be established by the MDL Court in the MDL into which all payments by Sandoz will be made, which shall be administered by the Settlement Referee, and which is intended to qualify as a “qualified settlement fund” within the meaning of Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended.
31. “*Settlement Referee*” means David R. Cohen, who will perform the duties set forth in this Agreement, including setting forth the procedures by which the Subdivision and Tribe allocation will be completed and to jointly determine each Subdivision’s and Tribe’s final allocation resulting from application of the Subdivision and Tribe Allocation Distribution Percentage.
32. “*State*” means the States of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, and the Northern Mariana Islands.
33. “*Subdivision*,” “*Subdivisions*,” “*Tribe*” or “*Tribes*” includes the Eligible Entities set forth on **Exhibit A** of this Agreement. “*Subdivision*” further means (1) a formal and legally recognized sub-entity of a State that provides general governance for a defined area, including a municipality, county, parish, city, town, village, special district or any other entities that provide municipal-type government within a State, and (2) any person, official, or entity thereof acting in an official capacity. Unless otherwise specified, “*Subdivision*” includes all functional counties and parishes and other functional levels of sub-entities of a State that provide general governance for a defined area. Historic, non-functioning sub-entities of a State (such as

Connecticut counties) are not Subdivisions, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. “Tribe” further means any Indian or Alaska Native tribe, band, nation, pueblo, village or community that the United States acknowledges to exist as an Indian tribe, including but not limited to the list of recognized tribes published by the United States Secretary of the Interior.

34. “*Subdivision and Tribe Allocation Distribution Percentage*” means a Subdivision’s or Tribe’s percentage as determined by the Settlement Referee pursuant to Section IV.B. The aggregate Subdivision and Tribe Allocation Distribution Percentage of all Subdivisions and Tribes shall equal 100%.
35. “*Subdivision Participation Form*” and “*Tribe Participation Form*” mean the forms attached hereto as **Exhibits C (Subdivisions) and D (Tribes)**.
36. “*Total Remediation Amount*” has the meaning set forth in Section IV.A.

II. Release

- A. *Scope.* As of the Effective Date, the Released Entities will be released and forever discharged from all of the Releasors’ Released Claims. Each Participating Subdivision and Participating Tribe (for itself and its Releasors) will absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
- B. *Claim-Over and Non-Party Settlement.*
 1. *Statement of Intent.* It is the intent of the Parties that:
 - a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;
 - b. The payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

- c. Claims by Releasors against non-Parties should not and will not result in additional payments by Released Entities, whether through contribution, indemnification or any other means;
 - d. The amount of each payment made to each Participating Subdivision or Participating Tribe under this Agreement is intended to reduce any indemnification obligation the Released Entities might have to non-Parties with regard to each such Participating Subdivision or Participating Tribe;
 - e. Releasors covenant not to sue Released Entities for Covered Conduct;
 - f. The Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties; and
 - g. The provisions of this Section II.B. are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it or with respect to any person or entity that brings any other form of action against Sandoz arising out of or related to Covered Conduct. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.
3. *Non-Party Settlement.* To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Sandoz in Section II.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. Sandoz shall be deemed and is designated as an intended third-party beneficiary of the prohibition on contribution or indemnity required

under this section in such Non-Party Settlement. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. *Claim-Over.* In the event that any Non-Released Entity asserts a Claim-Over against a Released Entity, then Releasor and Sandoz shall take steps sufficient and permissible under applicable law to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Sandoz under this Agreement.
5. *Preservation of All Rights and Defenses Arising from Payments.* This Agreement further expressly preserves, to the full extent permitted by law, the right and ability of Released Entities to assert the payments made under this Agreement as a defense, set-off, satisfaction, or reduction against any amounts asserted as damages against any Released Entity by any non-Party or Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

If the Claim-Over is based on a contractual indemnity claim by a Non-Released Entity against any Released Entity, these Claim-Over provisions shall not apply to the extent the contractual indemnity claim is based on the conduct of the Non-Released Entity and not the conduct of Released Entities.

- C. *General Release.* In connection with the releases provided for in the Agreement, each Participating Subdivision and Participating Tribe (for itself and its Releasors) expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Subdivision and Participating Tribe (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Subdivisions' or Participating Tribes' decision to enter into the Agreement or the Participating Subdivisions' or

Participating Tribes' decision to participate in the Agreement.

- D. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in the Agreement, and/or any stipulation of dismissal with prejudice or judgment entered on the Agreement, gives rise to under applicable law.
- E. *Representation and Warranty of Authority.* The Participating Subdivision Designees and Participating Tribe Designees signing hereto on behalf of the Participating Subdivisions and Participating Tribes expressly represent and warrant that they have authority to enter into this Agreement conditionally on behalf of the Participating Subdivisions and Participating Tribes, subject to each Participating Subdivision and Participating Tribe executing a Subdivision Participation Form or Tribe Participation Form as provided in Section V of this Agreement.
- F. *Representation and Warranty of No Other Case(s).* The signatories hereto on behalf of the Participating Subdivisions and Participating Tribes expressly represent and warrant that, as of the date of this Agreement, they are not aware, other than the cases arising from Covered Conduct, of any other case(s) against Sandoz on behalf of any Subdivision or Tribe, beyond those listed on **Exhibit A**.
- G. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Sandoz Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Sandoz Settlement Fund or any portion thereof.
- H. *Cooperation.* Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- I. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims that may be brought by a State or by any State Attorney General against Released Entities for Covered Conduct to the extent not released herein specifically with respect to Participating Subdivisions or Participating Tribes, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by private individuals, and any claims arising under this Agreement for enforcement of this Agreement.

III. Monetary Relief and Payments

- A. *Structure of Payments.*

1. All payments under this Section III shall be made into the Sandoz Settlement Fund. The payments in the Sandoz Settlement Fund shall be allocated and used only as specified in Section IV of this Agreement. In the event that this Agreement is not completed for any reason or is terminated in accordance with its terms, all payments made under this Section III into the Sandoz Settlement Fund shall be returned to Sandoz.
2. On the thirtieth day after the Effective Date, Sandoz shall pay into the Sandoz Settlement Fund the sum of Ninety-Nine Million Five Hundred Thousand Dollars (\$99,500,000.00), under the terms and conditions of this Agreement, subject to the reductions described in Section IV.B.4.
3. Sandoz's payment into the Sandoz Settlement Fund includes the amount necessary to comply with the Ongoing Common Benefit Order (Dkt. #4428). The Settlement Referee shall hold the amount necessary to ensure compliance with the Ongoing Common Benefit Order until further order by the MDL Court. It is expressly understood that Sandoz's payment into the Sandoz Settlement Fund under Section III.A.2 fulfills its obligations under the Ongoing Common Benefit Order.
4. If Eighty-Five Percent (85%) of Litigating Subdivisions and Litigating Tribes set forth on **Exhibit A** of this Agreement (as measured by number of cases and allocation of the Settlement Fund) do not sign the Subdivision and Tribe Participation Form by January 31, 2024 (or such extended date as may be set in accordance with Section I.6.), and Sandoz does not otherwise agree to move forward with the Settlement Agreement, such that the Effective Date does not occur, then Sandoz shall make no payment, this Agreement will have no further effect, and all releases and other commitments or obligations contained herein will be void, provided, however, that Sandoz shall have the unilateral right in its sole discretion to extend that deadline to a date of its choosing and/or to proceed with the Agreement even if the 85% threshold has not been satisfied.

IV. Allocation and Use of Settlement Funds

- A. *Settlement Fund.* Subject to Sections IV.B.3 and 4, the Sandoz Settlement Fund shall be comprised of funds earmarked for Opioid Remediation (the "Total Remediation Amount").
- B. *Allocation, Administration and Use of Settlement Payments.*
 1. David R. Cohen, in his capacity as Settlement Referee, shall determine the basis for the distributions to Participating Subdivisions and Participating Tribes in accordance with this Section IV. Once the final Subdivision and Tribe Allocation Distribution Percentage is determined, it shall be attached

as **Exhibit B** to this Agreement. Determination of the Subdivision and Tribe Allocation Distribution Percentage shall be determined in the following manner:

- a. Allocation Distribution percentages may be determined by referring to and incorporating allocation percentages, formulas and manners of calculations utilized in prior Subdivision settlement agreements and prior Tribe settlement agreements reached with other Defendants in the opioid litigation. The Settlement Referee shall consider all non-general purpose government sub-entities of a Subdivision county, city or Tribe, or person or entity included in an action or bringing an action on the Subdivision county, city or Tribe's behalf, to be a single Subdivision county, city or Tribe claimant for purposes of allocation. Further, any allocation between and amongst the recovering Subdivision county, city or Tribe and any of its non-general purpose government sub-entities shall be determined by those entities and sub-entities themselves.
 - b. Each Participating Subdivision and Participating Tribe shall have had the right to be heard prior to entry of the final allocation order specific to this opioid crisis with regard to the calculation of the allocation amount set forth in Section IV.B.1.a. For the avoidance of doubt, the Participating Subdivisions and Participating Tribes shall not have any other basis to challenge the allocation amounts.
 - c. Sandoz acknowledges and expressly agrees that it has no role whatsoever in the Subdivision and Tribe allocation process.
2. The Settlement Referee shall set aside and hold back the funds allocable to each of the Litigating Subdivisions and Litigating Tribes proportionate to the Litigating Subdivision's and Litigating Tribe's Subdivision Allocation Distribution Percentage to the extent such Litigating Subdivision or Litigating Tribe has not become a Participating Subdivision or Participating Tribe, and the provisions of Section IV.B.4 shall apply with respect to such Non-Participating Subdivision or Non-Participating Tribe.
3. The Settlement Referee shall deduct the costs and expenses incurred in the administration of the Sandoz Settlement Fund, including any expenses, costs and fees arising out of the duties of David R. Cohen in his capacity as Settlement Referee, out of the interest accrued on the Sandoz Settlement Fund and thereafter from the principal of the Sandoz Settlement Fund.
4. **Litigating Subdivisions and Litigating Tribes.** Any Litigating Subdivision or Litigating Tribe that does not execute a Subdivision Participation Form or Tribe Participation Form prior to or within 14 days after the Effective Date of this Agreement or any Litigating Subdivision or Litigating Tribe

that affirmatively opts out of this Agreement and provides written notice to the Participating Subdivision Designees and/or Participating Tribe Designees, and Sandoz of its intent to litigate its Claims against Sandoz shall forego its right to participate in distributions contemplated by this Agreement, in which case the amount (including accumulated holdback amounts) allocable to such Litigating Subdivision or Litigating Tribe pursuant to its Subdivision and Tribe Allocation Distribution Percentage shall revert to Sandoz, to be paid to Sandoz within sixty (60) days after the 14-day time period after the Effective Date.

C. *Provisions Regarding Abatement Fund.*

1. The funds distributed from the Sandoz Settlement Fund to each Participating Subdivision and Participating Tribe shall be used solely for Opioid Remediation.
2. The Participating Subdivision Designees and Participating Tribe Designees shall provide a Participating Subdivision and Participating Tribe Opioid Abatement Report to Sandoz once all funds are disbursed to the Participating Subdivisions and Participating Tribes.

D. *Nature of Payment.*

1. Sandoz and the Participating Subdivisions and Participating Tribes acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:
 - a. Sandoz has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
 - b. Participating Subdivisions and Participating Tribes sought restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Participating Subdivisions and Participating Tribes as a result of the Covered Conduct;
 - c. By executing the Subdivision Participation Form or Tribe Participation Form, the Participating Subdivisions and Participating Tribes acknowledge that: (a) the Total Remediation Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Participating Subdivisions and Participating Tribes; and (b) the portion of the Total Remediation Amount received by each Participating Subdivision or Participating Tribe is no greater than the amount of the Alleged Harms allegedly suffered by such Participating Subdivision or Participating Tribe;

- d. The payment of the Total Remediation Amount by Sandoz constitutes, and is paid for, restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by Sandoz;
 - e. The Total Remediation Amount is being paid as restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Participating Subdivisions, Participating Tribes and persons to the same position or condition that they would be in had the Participating Subdivisions, Participating Tribes and persons not suffered the Alleged Harms and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law;
 - f. For the avoidance of doubt: (a) no portion of the Total Remediation Amount represents reimbursement to any Participating Subdivision or Participating Tribe, or other person or entity, for the costs of any investigation or litigation, including without limitation attorneys' fees, (b) the entire Total Remediation Amount is properly characterized as described in Section IV.D.1.e, and (c) none of the amounts paid by Sandoz under Section III constitutes disgorgement or is paid for or in place of any fine, penalty, punitive damages, or other punitive assessments; and
 - g. For the further avoidance of doubt, the Parties estimate that Fifteen Percent (15%) of the payments made by Sandoz into the Sandoz Settlement Fund will be allocated to payments in accordance with the Ongoing Common Benefit Order (Dkt. #4428) and/or the MDL fee cap order (Dkt. #3814), and the remaining Eighty-Five Percent (85%) of the payments made by Sandoz into the Sandoz Settlement Fund will be allocated to the Total Remediation Amount and paid as restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)).
2. Tax Reporting and Cooperation

- a. Each Participating Subdivision and Participating Tribe shall cooperate in good faith with Sandoz with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.
- b. For the avoidance of doubt, except as explicitly set forth in this Agreement, neither Sandoz, any Participating Subdivision or Participating Tribe, or counsel to any of the foregoing make any warranty or representation as to the tax consequences of the payment

of the Total Remediation Amount (or any portion thereof).

V. Participation by Subdivisions and Tribes

- A. *Subdivision Participation Form and Tribe Participation Form.* Attached hereto as **Exhibits C (Subdivisions)** and **D (Tribes)** are the Subdivision Participation Form and Tribe Participation Form, which may be subject to later modification and substitution as the participation process is worked out. A Subdivision's or Tribe's executed Participation Form is evidence of its status as a Party to this Agreement, and the executed Participation Forms and their terms are incorporated herein by reference. In order to become a Participating Subdivision or Participating Tribe, each Litigating Subdivision or Litigating Tribe shall provide a properly executed Participation Form to the Participating Subdivision Designees or to the Participating Tribe Designees and to Sandoz, or to any proxy specified by them, by electronic mail as set forth in the Participation Forms at **Exhibits C and D** hereto, and in accordance with the time limitations and terms of this Agreement.
- B. *Dismissal of Claims.* Each Participating Subdivision or Participating Tribe, either directly or through its counsel, shall request to dismiss with prejudice all Released Claims by that Subdivision or Tribe against Released Entities, including all Released Claims pending in the MDL Court and all Released Claims pending in any State court. Dismissal of a Litigating Subdivision's or Litigating Tribe's complaint against Released Entities shall be filed only upon the occurrence of the Effective Date. The Parties will coordinate a streamlined dismissal process with the MDL Court that will allow for a bulk filing of the agreed dismissals with respect to MDL-filed cases.
- C. *Eligible Entities.* **Exhibit A** sets forth all Litigating Subdivisions and Litigating Tribes eligible to participate in this Agreement ("Eligible Entities"):
 1. Each entity listed on **Exhibit A** has filed an opioid case against Sandoz in the MDL or in a case pending in State court.
 2. **Exhibit A** includes the filing docket number and counsel of record for the listed entity. Each entity listed on **Exhibit A** is entitled to participate in the settlement.
 3. Only Eligible Entities listed in **Exhibit A** are eligible to participate in the settlement, except as may be further agreed between Sandoz and the Participating Subdivision Designees or the Participating Tribe Designees.

VI. Defendants to be Released Upon Meeting Threshold Requirements

- A. The following are to be Released Entities and shall be released and claims against them to be dismissed with prejudice upon the Effective Date: (i) Sandoz ("Sandoz" as defined in Section I.29 of the Definitions); (ii) all of its past and present, direct or indirect: parents, subsidiaries, divisions, affiliates, joint ventures, predecessors,

successors, assigns and insurers (in their capacity as such); and (iii) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers of each of the foregoing entities and persons referenced in clauses (i) through (ii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims. An illustrative, non-exhaustive list of Released Entities is annexed to this Agreement as **Exhibit E**.

VII. Plaintiffs' Attorneys' Fees and Costs

- A. Contingency attorneys' fees and costs shall be paid out in accordance with the MDL fee cap order (Dkt #3814), which the Parties agree to extend to the provisions of this Agreement, as well as any other Orders that may be entered by the MDL Court concerning attorneys' fees and costs.
- B. Common Benefit amounts shall be held by the Settlement Referee in order to ensure compliance with the Ongoing Common Benefit Order (Dkt. #4428), as set forth in Section III.A.3 above.

VIII. Dispute Resolution

- A. Any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the Parties to resolve disputes through binding arbitration.

IX. Miscellaneous

- A. *No Admission.* Sandoz does not admit liability or wrongdoing. This Agreement shall not be considered, construed, or represented to be (1) an admission, concession, or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to Sandoz.
- B. *Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Participating Subdivision or Participating Tribe or Released Entity. No Participating Subdivision or Participating Tribe may assign or otherwise convey any right to enforce any provision of this Agreement and no entity except the Participating Subdivision Designees or Participating Tribe Designees shall have the right to enforce any provision of this Agreement on behalf of all Participating Subdivisions and Participating Tribes.
- C. *Construction.* None of the Parties and no Participating Subdivision or Participating Tribe shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the

drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

- D. *Cooperation.* Each Party agrees to use its best efforts and to cooperate with the other Parties to cause this Agreement to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement by any other person, and will support the integrity and enforcement of the terms of this Agreement.
- E. *Entire Agreement.* This Agreement, its Exhibits and any other attachments, embodies the entire agreement and understanding between and among the Parties relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.
- F. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof. One or more counterparts of this Agreement may be signed by electronic signature.
- G. *Good Faith and Voluntary Entry.* Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and signatories to this Agreement warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.
- H. *No Prevailing Party.* The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement. The Parties each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law.
- I. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be

offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement, except that Released Entities may file or use this Agreement in any action (1) involving a determination regarding insurance coverage; (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entity that the Total Remediation Amount provides a measure of compensation for asserted harms or otherwise satisfies the relief sought.

- J. *Notices.* All notices or other communications under this Agreement shall be in writing (including but not limited to electronic communications) and shall be given to the recipients indicated below:

For Participating Subdivisions:

Jayne Conroy
Michael Angelides
Simmons Hanly Conroy
112 Madison Avenue, 7th Floor
New York, NY 10016-7416
(212) 257-8482
jconroy@simmonsfirm.com
mangelides@simmonsfirm.com

Peter Mougey
Levin, Papantonio, Rafferty, Proctor, Buchanan,
O'Brien, Barr, and Mougey P.A.
316 S. Baylen Street, Suite 600
Pensacola, FL 32502-5996
(850) 435-7193
pmougey@levinlaw.com

Paul Geller
Robbins Geller Rudman & Dowd LLP
225 NE Mizner Blvd., Suite 720
Boca Raton, FL 33432
(561) 750-3000
pgeller@rgrdlaw.com

For Participating Tribes:

Steve Skikos
Mark Crawford
One Sansome Street, Suite 2830
San Francisco, CA 94104
(415) 546-7300
sskikos@skikos.com
mcrawford@skikos.com

For Sandoz:

Gordon Hwang
Sandoz Inc.
100 College Rd. W
Princeton, NJ 08540
gordon.hwang@sandoz.com

Gregory E. Ostfeld
Sara K. Thompson
Greenberg Traurig LLP
77 West Wacker Dr., Suite 3100
Chicago, IL 60601
(312) 476-5056
ostfeldg@gtlaw.com
sara.thompson@gtlaw.com

Any Party or Participating Subdivision Designees or Participating Tribe Designees may change or add to the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this subsection.

- K. *No Waiver.* The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.
- L. *Preservation of Privilege.* Nothing contained in this Agreement, and no act required to be performed pursuant to this Agreement, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.
- M. *Successors.* This Agreement shall be binding upon, and inure to the benefit of, Sandoz and its respective successors and assigns. Sandoz shall not sell the majority

- of its voting stock or substantially all its assets without obtaining the acquiror's agreement that it will constitute a successor with respect to Sandoz's obligations under this Agreement.
- N. *Modification, Amendment, Alteration.* After the Effective Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by Sandoz along with the signatures of Participating Subdivision Designees and Participating Tribe Designees.
- O. *Governing Law.* Except (1) as otherwise provided in the Agreement or (2) as necessary, in the sole judgment of Settlement Referee David R. Cohen, to promote uniformity of interpretation for matters, this Agreement shall be governed by and interpreted in accordance with the respective laws of the State of Ohio without regard to the conflict of law rules of such State. Notwithstanding any other provision in this subsection on governing law, the United States District Court for the Northern District of Ohio shall retain jurisdiction to enforce this Agreement.
- P. *Severability.* In the event any one or more immaterial provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

Date: August 31, 2023

For Participating Subdivisions:

Jayne Conroy
Simmons Hanly Conroy

Peter Mougey
Levin, Papantonio, Rafferty, Proctor, Buchanan,
O'Brien, Barr, and Mougey P.A.
316 S. Baylen Street, Suite 600
Pensacola, FL 32502-5996

Paul Geller
Robbins Geller Rudman & Dowd LLP
225 NE Mizner Blvd., Suite 720
Boca Raton, FL 33432

For Participating Tribes:

Steve Skikos
Skikos, Crawford, Skikos & Joseph LLP
One Sansome Street, Suite 2830
San Francisco, CA 94104

Date: August 31, 2023

For Sandoz:

Karen McDonnell
VP & General Counsel, NA, Sandoz
Sandoz Corporate Representative

Gregory E. Ostfeld
Greenberg Traurig LLP

Date: August 31, 2023

EXHIBIT A

Litigating Subdivisions and Litigating Tribes

Litigating Subdivision or Litigating Tribe	Law Firm	Case No.

EXHIBIT B

ELIGIBLE ENTITIES' ALLOCATION DISTRIBUTION PERCENTAGES

[Reserved - to be added post-Effective Date pursuant to Section IV.B.1]

EXHIBIT C

Subdivision Participation Form

<u>Eligible Subdivision Name:</u>
<u>Case No.:</u>
<u>Authorized Signatory Name:</u>
<u>Authorized Signatory Title:</u>
<u>Address 1:</u>
<u>Address 2:</u>
<u>City, State, Zip:</u>
<u>Phone:</u>
<u>Email:</u>

The Eligible Subdivision identified above (“Subdivision”), in order to obtain and in consideration for the benefits provided to the Subdivision pursuant to the Settlement Agreement dated August 31, 2023 (“Sandoz Settlement”), and acting through the undersigned authorized official, is an “Eligible Entity” as defined in the Sandoz Settlement, and hereby elects to participate in the Sandoz Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Subdivision is aware of and has reviewed the Sandoz Settlement, understands that all terms in this Subdivision Participation Form (“Form”) have the meanings defined therein, and agrees that by this Form, the Subdivision elects to participate in the Sandoz Settlement and become a Participating Subdivision as provided therein.
2. The Subdivision agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Subdivisions as defined therein.
3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Subdivision agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Subdivision agrees that, pursuant to the Sandoz Settlement, Settlement Referee David R. Cohen will set the procedures by which the allocation will be completed for this settlement and will determine the final allocation between the Participating Subdivisions pursuant to the terms of the Sandoz Settlement.
6. The Subdivision agrees that any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the

parties in the Sandoz Settlement to resolve disputes through binding arbitration.

7. The Subdivision has the right to enforce the Sandoz Settlement as provided therein.
8. The Subdivision, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sandoz Settlement, including but not limited to all provisions of Section II (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sandoz Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Sandoz Settlement, each Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

10. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Subdivision (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Subdivision's decision to enter into the Sandoz Settlement or the Participating Subdivision's decision to participate in the Sandoz Settlement.
11. The Participating Subdivision, or their attorneys, shall provide a properly executed Participation Form to the Participating Subdivision Designees and to Sandoz by electronic mail to _____ in accordance with the time

limitations and terms of the Sandoz Settlement.

12. Within 21 days after the Effective Date set forth in the Sandoz Settlement, the Subdivision shall file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Subdivision hereby authorizes the Participating Subdivision Designees to execute and file on behalf of the Subdivision a Stipulation of Dismissal With Prejudice.
13. Nothing herein is intended to modify in any way the terms of the Sandoz Settlement, to which Subdivision hereby agrees. To the extent this Form is interpreted differently from the Sandoz Settlement in any respect, the Sandoz Settlement controls.

I have all necessary power and authorization to execute this Form on behalf of the Subdivision.

Signature:

Name:

Title:

Date:

EXHIBIT D

Tribe Participation Form

<u>Eligible Tribe Name:</u>
<u>Case No.:</u>
<u>Authorized Signatory Name:</u>
<u>Authorized Signatory Title:</u>
<u>Address 1:</u>
<u>Address 2:</u>
<u>City, State, Zip:</u>
<u>Phone:</u>
<u>Email:</u>

The Eligible Tribe identified above (“Tribe”), in order to obtain and in consideration for the benefits provided to the Tribe pursuant to the Settlement Agreement dated August 31, 2023 (“Sandoz Settlement”), and acting through the undersigned authorized official, is an “Eligible Entity” as defined in the Sandoz Settlement, and hereby elects to participate in the Sandoz Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Tribe is aware of and has reviewed the Sandoz Settlement, understands that all terms in this Tribe Participation Form (“Form”) have the meanings defined therein, and agrees that by this Form, the Tribe elects to participate in the Sandoz Settlement and become a Participating Tribe as provided therein.
2. The Tribe agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Tribes as defined therein.
3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Tribe is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Tribe agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Tribe agrees that, pursuant to the Sandoz Settlement, Settlement Referee David R. Cohen will set the procedures by which the allocation will be completed for this settlement and will determine the final allocation between the Participating Tribes pursuant to the terms of the Sandoz Settlement.
6. The Tribe agrees that any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the parties in the Sandoz Settlement to resolve disputes through binding arbitration.

7. The Tribe has the right to enforce the Sandoz Settlement as provided therein.
8. The Tribe, as a Participating Tribe, hereby becomes a Releasor for all purposes in the Sandoz Settlement, including but not limited to all provisions of Section II (Release), and along with all departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Tribe hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sandoz Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Sandoz Settlement, each Tribe expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
10. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Tribe (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Tribe's decision to enter into the Sandoz Settlement or the Participating Tribe's decision to participate in the Sandoz Settlement.
11. The Participating Tribe, or its attorneys, shall provide a properly executed Participation Form to the Participating Tribe Designees and to Sandoz by electronic mail to _____ in accordance with the time limitations and terms of the Sandoz Settlement.

12. Within 21 days after the Effective Date set forth in the Sandoz Settlement, the Tribe shall file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Tribe hereby authorizes the Participating Tribe Designees to execute and file on behalf of the Tribe a Stipulation of Dismissal With Prejudice.
13. Nothing herein is intended to modify in any way the terms of the Sandoz Settlement, to which Tribe hereby agrees. To the extent this Form is interpreted differently from the Sandoz Settlement in any respect, the Sandoz Settlement controls.

I have all necessary power and authorization to execute this Form on behalf of the Tribe.

Signature:

Name:

Title:

Date:

EXHIBIT E

Illustrative List of Released Entities

Sandoz Inc.
Novartis Pharmaceuticals Corporation
Novartis AG
Sandoz International GmbH
Novartis Manufacturing LLC
Novartis Institutes for Biomedical Research, Inc.
Novartis Corporation
Novartis Consumer Health

EXHIBIT C

Subdivision Participation Form

<u>Eligible Subdivision Name:</u> Cabarrus County, N.C.
<u>Case No.:</u>
<u>Authorized Signatory Name:</u> Sean Newton
<u>Authorized Signatory Title:</u> County Manager
<u>Address 1:</u> 65 Church St. S
<u>Address 2:</u> P.O. Box 707
<u>City, State, Zip:</u> Concord, N.C. 28026
<u>Phone:</u> 704-201-7943
<u>Email:</u> sbnewton@cabarruscounty.us

The Eligible Subdivision identified above (“Subdivision”), in order to obtain and in consideration for the benefits provided to the Subdivision pursuant to the Settlement Agreement dated August 31, 2023 (“Sandoz Settlement”), and acting through the undersigned authorized official, is an “Eligible Entity” as defined in the Sandoz Settlement, and hereby elects to participate in the Sandoz Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Subdivision is aware of and has reviewed the Sandoz Settlement, understands that all terms in this Subdivision Participation Form (“Form”) have the meanings defined therein, and agrees that by this Form, the Subdivision elects to participate in the Sandoz Settlement and become a Participating Subdivision as provided therein.
2. The Subdivision agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Subdivisions as defined therein.
3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Subdivision agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Subdivision agrees that, pursuant to the Sandoz Settlement, Settlement Referee David R. Cohen will set the procedures by which the allocation will be completed for this settlement and will determine the final allocation between the Participating Subdivisions pursuant to the terms of the Sandoz Settlement.
6. The Subdivision agrees that any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the

parties in the Sandoz Settlement to resolve disputes through binding arbitration.

7. The Subdivision has the right to enforce the Sandoz Settlement as provided therein.
8. The Subdivision, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sandoz Settlement, including but not limited to all provisions of Section II (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sandoz Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Sandoz Settlement, each Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

10. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Subdivision (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Subdivision's decision to enter into the Sandoz Settlement or the Participating Subdivision's decision to participate in the Sandoz Settlement.
11. The Participating Subdivision, or their attorneys, shall provide a properly executed Participation Form to the Participating Subdivision Designees and to Sandoz by electronic mail to ParticipationandDismissals@NationalOpioidOfficialSettlement.com in accordance with the time limitations and terms of the Sandoz Settlement.
12. Within 21 days after the Effective Date set forth in the Sandoz Settlement, the Subdivision shall file a request to dismiss with prejudice any Released Claims that

it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Subdivision hereby authorizes the Participating Subdivision Designees to execute and file on behalf of the Subdivision a Stipulation of Dismissal With Prejudice.

13. Nothing herein is intended to modify in any way the terms of the Sandoz Settlement, to which Subdivision hereby agrees. To the extent this Form is interpreted differently from the Sandoz Settlement in any respect, the Sandoz Settlement controls.

I have all necessary power and authorization to execute this Form on behalf of the Subdivision.

Signature:

Name:

Sean B. Newton

Title:

County Manager

Date:

This document was electronically signed by:

Sean B. Newton

Date	
IP Address	

BG
BROWNGREER.COM



Cabarrus County

Opioid Settlement Funds

Board of Commissioners Update

July 7, 2025

OPIOID SETTLEMENT OVERVIEW

NC OPIOID SETTLEMENTS

North Carolina is part of a historic agreement that will help bring desperately needed relief to communities impacted by opioids.

Wave One

- » Settlement with 'Big Three' Distributors (McKesson, Cardinal Health, & Amerisource Bergen Drug) and Johnson & Johnson (manufacturer)
- » Funds used to support treatment, recovery, harm reduction, and other life-saving programs and services in communities throughout the state.
- » North Carolina's Opioid and Substance Use Action Plan lays out concrete strategies to advance prevention, reduce harm, and connect people to the care that they need
- » 15% to State: General Assembly will have authority to appropriate on a wide range of strategies to address the epidemic
- » 80% to Local Governments: Went to all 100 counties and 17 municipalities (population over 75,000; and those in litigation), allocated according to a formula developed by attorneys representing local governments in national litigation

NC OPIOID SETTLEMENTS

Wave Two

- » Brought another \$21 billion in new settlements with CVS, Walgreens, Walmart, Allergan and Teva
- » North Carolina's state and local governments stand to receive more than \$600 million from the Wave Two Settlements between 2023 and 2035
- » All municipalities that are recipients of Wave One funds are eligible to receive Wave Two funds, as well
- » State of North Carolina, all 100 counties, and 17 municipalities with populations over 30,000 joined the agreements

Other/Smaller Settlements

- » Kroger Settlement: Additional \$600-700K
- » McKinsey settlement: \$112,107.95
 - » Not part of MOA
 - » We used for our peer-run respite project
- » Endo: \$165,098.15
- » Mallinckrodt: \$164,909.20
- » Sandoz: Amount TBD
- » Potentially more funding from Kroger and Purdue/Sackler

NC OPIOID SETTLEMENTS: CABARRUS COUNTY

\$22,715,253 between 2022 & 2038

- Through FY25, we've received roughly \$6.8M
- Includes Concord's allocation

Front-loaded funding

- Amounts vary by year

Statewide, funds were allocated proportionally based on where opioid crisis was most severe (based on # of pills dispensed, # of opioid overdose deaths, and # of people suffering from opioid use disorder)

NORTH CAROLINA MOA

NORTH CAROLINA MOA: DEFINITION & PURPOSE

PURPOSE

- Ensures all funds will directly address the opioid epidemic, with an emphasis on high-impact strategies.
- Increase capacity to maximize resources to abate the crisis. All 100 counties, plus the state itself, need to sign onto the MOA for our state to receive the maximum payout.
- Ensures a high level of transparency and accountability is given.
- Opioid settlement funds can only be used to address the opioid epidemic and should utilize high-impact strategies.

Categories	Prevention	Treatment	Recovery
Definition	Prevent future addiction and address trauma by supporting children and families	Therapies and various evidence-based treatments to address substance use disorder	Services focused on harm reduction provided to help individuals maintain their recovery

NORTH CAROLINA MOA: DEFINITION & PURPOSE

DEFINITION

The North Carolina Memorandum of Agreement that governs the utilization of opioid settlement funds includes two options for local governments:

MOA A: Through Option A, a local government may fund one or more strategies from a shorter list of evidence-based, high-impact strategies to address the epidemic. Under Option A, counties have access to 12 strategies to support programs and services that serve persons with Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder (SUD) or mental health conditions.

MOA B: Through Option B, a local government may fund one or more strategies from a longer list of strategies after engaging in collaborative strategic planning. Under Option B, counties have access to a wider array of strategies.

Cabarrus County decided to undergo the Collaborative Strategic Planning Process to provide access to all potential strategies identified via MOA A as well as the broader list of strategies in MOA B.

MOA A STRATEGIES

A.1. Collaborative strategic planning.

Support collaborative strategic planning to address opioid misuse, addiction, overdose, or related issues, including staff support, facilitation services, or any activity or combination of activities listed in Exhibit C to the MOA (collaborative strategic planning).

A.2. Evidence-based addiction treatment.

Support evidence-based addiction treatment consistent with the American Society of Addiction Medicine's national practice guidelines for the treatment of opioid use disorder – including Medication-Assisted Treatment (MAT) with any medication approved for this purpose by the U.S. Food and Drug Administration – through Opioid Treatment Programs, qualified providers of Office-Based Opioid Treatment, Federally Qualified Health Centers, treatment offered in conjunction with justice system programs, or other community-based programs offering evidence-based addiction treatment. This may include capital expenditures for facilities that offer evidence-based treatment for OUD.



MOA A STRATEGIES

A.3. Recovery support services.

Fund evidence-based recovery support services, including peer support specialists or care navigators based in local health departments, social service offices, detention facilities, community-based organizations, or other settings that support people in treatment or recovery, or people who use drugs, in accessing addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.

A.4. Recovery Housing Support.

Fund programs offering recovery housing support to people in treatment or recovery, or people who use drugs, such as assistance with rent, move-in deposits, or utilities; or fund recovery housing programs that provide housing to individuals receiving Medication-Assisted Treatment for opioid use disorder.



MOA A STRATEGIES

A.6. Early intervention.

Fund programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions, including Youth Mental Health First Aid, peer-based programs, or similar approaches. Training programs may target parents, family members, caregivers, teachers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.

A.7. Naloxone distribution.

Support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks, such as Syringe Service Programs, post-overdose response teams, programs that provide naloxone to persons upon release from jail or prison, emergency medical service providers or hospital emergency departments that provide naloxone to persons at risk of overdose, or community-based organizations that provide services to people who use drugs. Programs or organizations involved in community distribution of naloxone may, in addition, provide naloxone to first responders.





MOA A STRATEGIES

A.11. Addiction treatment for incarcerated persons.

Support evidence-based addiction treatment, including Medication-Assisted Treatment with at least one FDA-approved opioid agonist, to persons who are incarcerated in jail or prison.

A.12. Reentry Programs.

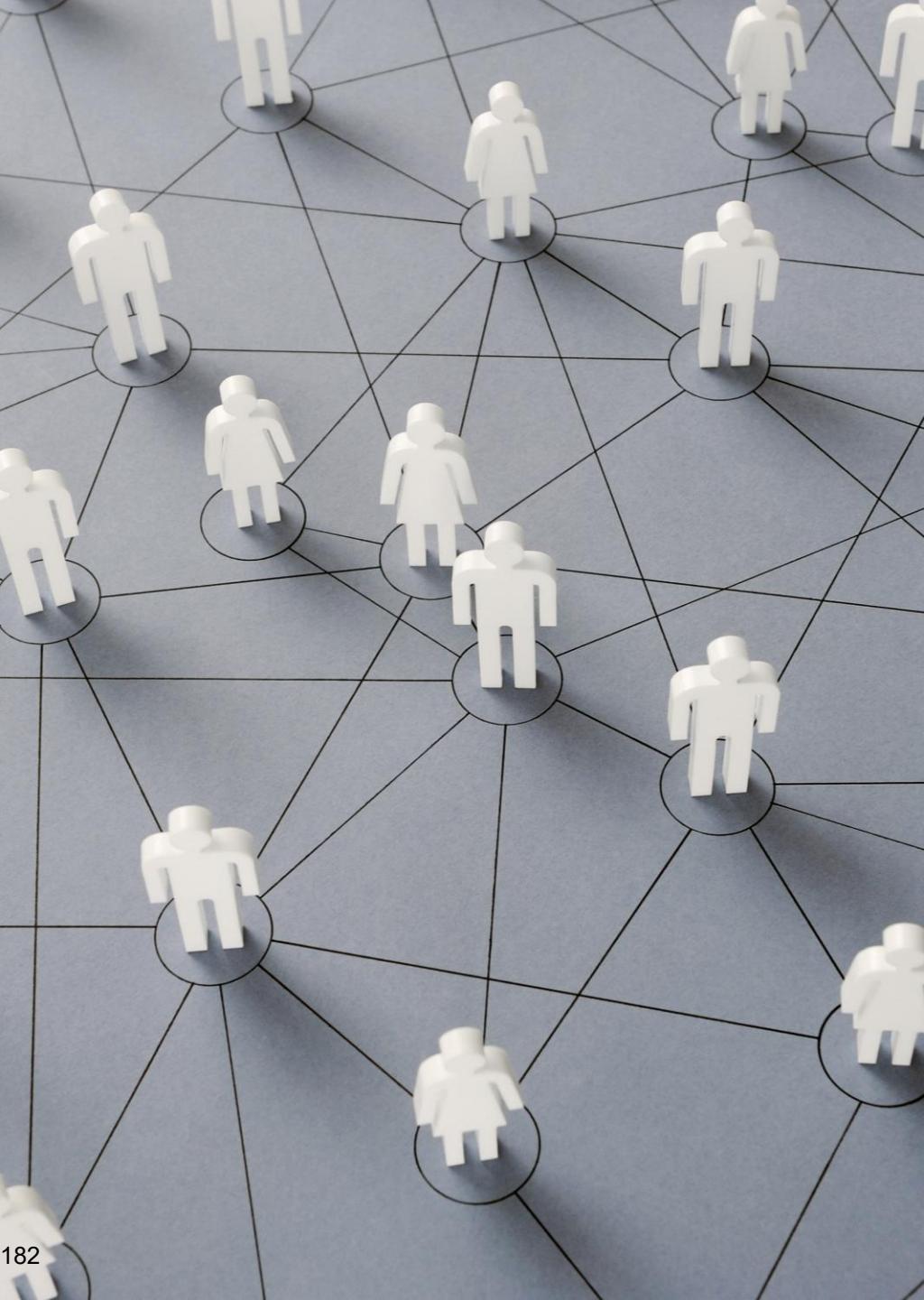
Support programs that connect incarcerated persons to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need upon release from jail or prison, or that provide any of these services or supports.

MOA B STRATEGIES

Strategy C. Connect People who Need Help to the Help they Need.

Provide connections to care for people who have – or at risk of developing – OUD and any co- occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies, including the following:

- » **Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.**





MOA B STRATEGIES

Strategy E. Address the Needs of Pregnant or Parenting Women and their Families Including Babies with Neonatal Abstinence Syndrome.

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies, including the following:

- » **Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.**
- » **Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.**

MOA B STRATEGIES

Strategy G. Prevent Misuse of Opioids

- » Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies, including the following:
 - » **Fund media campaigns to prevent opioid misuse**
 - » **Create or support community-based education or intervention services for families, youth, and adolescents at risk for opioid use disorders and any co-occurring substance use disorders/mental health conditions.**



MOA B STRATEGIES

Strategy I. First Responders

- » Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.



CURRENT PROJECTS

CURRENT PROJECTS

- Cabarrus County Schools (A.6)
- Cabarrus Detention Center: MAT (A.11)
- Cabarrus EMS Community Paramedicine: MAT (A.2 & B.I.2)
- Cabarrus Health Alliance: MAT (A.2)
- Cabarrus Health Alliance: Peer Support (A.3)
- Cabarrus Health Alliance: Address the Needs of Pregnant or Parenting Women and their Families (B.E.1 & B.E.8)
- Cabarrus County Communications: Prevent Misuse of Opioids (B.G.1 & B.G.10)
- Collaborative Strategic Planning (HMA) & Opioid Project Manager (A.1)
- Bridge to Recovery (A.3)
- Adult to Teen Challenge (A.3 & A.4)
- Southeastern Recovery Center (A.3 & A.4)
- Monarch (B.C.8)
- Naloxone/Narcan Distribution (A.7)
- Provider(s) TBD: Reentry (A.12)

2025 ANNUAL MEETING

CONNECT

with



FREE Food

Entertainment

Collaboration

August 28 | 6 p.m.

LIBRARY & ACTIVE LIVING CENTER AT AFTON RIDGE
6095 Glen Afton Boulevard

Event paid for through Opioid Settlement Funds

*Join us for a **fun, inspiring evening** to learn all the ways **Cabarrus** is building a **better community** through the use of **Opioid Settlement Funds**.*

QUESTIONS?

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - Acceptance of Highland Canine Connect Grant

BRIEF SUMMARY:

Highland Canine Connect is an organization that partners with Highland Canine Training to provide therapy dogs to community entities that can benefit from the services of a therapy dog. Highland Canine Connect has agreed to fund a therapy dog for the Cabarrus County Sheriff's Office through a grant. The dog and all necessary training are covered in the grant. The therapy dog's vet care has been covered, and she has already been spayed.

She is a Bernese Mountain Dog/Poodle mix and will end up being medium sized (45-50 lbs.). She would be ready to be placed with the agency at the end of July. She would be used to comfort officers that have been involved in critical incidents and be involved in debriefings that follow. Law enforcement officers experience trauma at a much higher rate than the general population due to the nature of their work. On average, officers will experience 188 critical incidents throughout their career and therefore, experience PTSD at a rate of 35% as opposed to the rate of 6.8% of the general population. This therapy dog would also be used to make visits throughout the department contributing to a positive work environment. Contact with a therapy dog can treat symptoms of PTSD, anxiety and depression. She could help at recruiting events by attracting applicants and also showing the agency prioritizes officer wellness. There is no required match by the county and no budget amendment as the grant will paid directly to the training entity for the dog and training.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to accept the grant award.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Chief Deputy Tessa Burchett

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Grant Award Letter



Highland Canine Connect 501.3(c)
145 Foxfield Drive
Harmony, NC 28634
www.connect@highlandcanine.com
Connect@highlandcanine.com
704.500.8367
EIN: 83-2672008

Date: 31 May 2025

From: Highland Canine Connect Grant Committee
To: Cabarrus County Sheriff's Department

Subject: Grant Decision – Therapy Dog

It is our pleasure to inform you that your grant request has been approved for \$6,500!

As documented in your submission paperwork, the grant will be paid directly to the training organization upon delivery of your Therapy Dog. Any costs above the granted amount due to the training organization will be your sole responsibility for payments.

We are excited to hear about how your partnership with your new therapy dog unfolds in the future.

Please feel free to contact us if you have any questions or concerns.

Erin Purgason

Erin Purgason
Chairperson/Founder
704.500.8367

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Social Services - Energy Programs Outreach Plan

BRIEF SUMMARY:

The Low-Income Energy Assistance Program (LIEAP) and the Crisis Intervention Program (CIP) are federally funded programs that help eligible North Carolina households manage the cost of heating and energy-related emergencies. LIEAP provides a one-time vendor payment to assist with heating bills, while CIP offers year-round assistance to households facing a heating or cooling crisis.

In North Carolina, households that include a person aged 60 or older or a disabled individual receiving services through the NC Division of Aging and Adult Services may apply for LIEAP assistance from December 1 through December 31. All other eligible households may apply from January 1 through March 31, or until funds are exhausted.

This annual Energy Programs Outreach Plan (EPOP) outlines how the county will ensure that eligible households are aware of available assistance through both LIEAP and CIP. In accordance with program requirements, the county director or their designee is responsible for developing and carrying out this plan, which addresses outreach and application activities related to these critical energy programs.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to approve the plan.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Lora Lipe, Economic Support Services Program Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Energy Programs Outreach Plan

ENERGY PROGRAMS OUTREACH PLAN

The Low-Income Home Energy Assistance Program (LIHEAP) is a federally funded block grant program that is comprised of three different programs - Crisis Intervention Program (CIP), Low Income Energy Assistance Program (LIEAP) and Weatherization. There are also non-Federal Crisis Intervention Programs – Duke Energy Progress Share the Light, Piedmont Natural Gas Share the Warmth, Duke Energy Progress NC Settlement Rate, and Wake Electric Round Up

To maximize the success of this program, outreach to county residents through key community partner stakeholders, each county department of social services is required to develop and implement an Energy Program Outreach Plan (EPOP). This plan is a framework to assure that eligible households are made aware of the assistance available through these programs.

The county director and/or his/her designee is required to develop the EPOP, which addresses outreach and application activities related to the Energy Programs. The Outreach Plan is due to North Carolina Department of Health and Human Services (NCDHHS) by July 31, 2025.

Each county must form an outreach planning committee that creates the opportunity for county level collaboration to discuss and plan how to effectively reach county residents to inform them of the services provided by the energy programs. The committee should meet at least twice yearly; September for outreach planning related to LIEAP and April to review the outcomes related to LIEAP and to plan for outreach activities for summer weather.

Energy Assistance Outreach Plan

Answer all questions below. Address CIP, non-Federal CIP, and LIEAP were appropriate:

COMMITTEE MEMBERSHIP

The Director (or designee) of Social Services should engage a number of various community partners such as Vendors, Housing Authority, Public Libraries, Public School System/Local Colleges/Head Start, Legal Services, Meals on Wheels, Media, Public Health/Health Centers, Churches, Food Banks, Councils on Aging/Senior Centers, Community based Indian organizations, Volunteer Programs, Vocational Rehabilitation Offices, and Transportation, services, etc.

1. Provide a list of committee members and their agencies.

DSS representatives include: Christina Goodman and Bayardo Velasquez WF/Crisis Unit, FNS, Medicaid, Customer Service, Adult Services, Child Welfare, Child Support, Family Support Services, Tammy Linn, City of Concord; Gina Lipscomb, Enbridge Gas; Denisha Nesbitt, NC Works; Gina McCoy, Energy Distributors; Jamel Hayes, Duke Energy; Kim Strong, Meals on Wheels; Teresa Kiser, Senior Center; Erin Shoe, Cabarrus Health Alliance; Patricia Seahorn, Cabarrus Partnership for Children; Daryle Adams, Kannapolis City Schools; Louise Mack, Prosperity Unlimited; Tony Gonzalez, Salvation Army/Center of Hope; Dennis Brown, Aya House; Stephen Chmielewski, Employment and Independence for People with Disabilities; Tony Miller, Veterans Services; Sam Merchak, Cooperative Christian Ministries; Gwen Stowers, Multiply Church; Sherry Gordon, City of Kannapolis Housing Authority; Angela Graham, City of Concord Housing Authority and Debbie Shields, Cabarrus County LunchPlus Clubs.

Senior Living Apartments: Camilla Hill Apartments, Logan Gardens Apartments, Crescent Heights Apartments, Honeycreek Senior Apartments, Prosperity Ridge Apartments, and Westbury Apartments.

2. Provide potential meeting dates, times, locations, as well as agenda topics.

September 15, 2025, and April 20, 2026, at Cabarrus County DSS or by Microsoft Teams.
Agenda topics: provide program fliers and brochures; discuss eligibility criteria, outreach ideas, suggestions, and energy season wrap up.

Define how DSS/DHS will work with the committee as well as any other agencies to collaborate regarding the Energy Program and how outreach will be provided to the citizens in your area.

DSS will hold public meetings for Cabarrus County citizens, provide informational fliers for distribution and posting, and offer senior housing agencies the option of having LIÉAP applications taken on site.
Communication with energy providers and community partners and various outlets through Cabarrus County Communications and Outreach Dept.

1. What is the process for referring customers? What marketing tools or items will be used (please provide a copy of your previous marketing materials & how you plan to enhance those in the future)?

Referrals are made directly to the DSS Crisis unit. Marketing tools include distribution of fliers, posting on Channel 22, County website and Facebook page, article in Journey magazine. Vendors are given informational fliers for distribution/posting. Continue to work with Communications and IT Dept. to improve fliers & marketing strategy.

2. What strategy does the county have, to continue collaborative efforts with community partners to complete outreach activities to target potential eligible households including individuals and families?

Information given at community and partnership meetings, post in lobby and throughout agency, sharing information with staff and other divisions within Social Services. Encourage community partners to share information with anyone that can benefit from the energy program.

3. What additional activities will be conducted to target households with members with children under 5, age 60 and over and disabled?

Information will be given for distribution and announcement to senior housing apartments, Cabarrus Senior Center & Lunch Plus Clubs, Health Fairs as well as Meals on Wheels. Will also share with WIC, Cabarrus Health Alliance, Child Care Providers, Dream Center, Veteran's Services, County Transportation provider and Social Security Administration.

Media involvement is vital to the success to outreach activities. How will your county utilize media such as newspapers, social media, radio and television stations to publicize the Energy Programs? Cabarrus County Communications and Outreach Department will assist the agency with preparation of outreach materials, messaging and distribution of the information to be publicized.

1. Provide a list of media outlets that will be used as well as timeframes in which they will be contacted (provide examples of how the county can enhance these efforts):

WBJY, WSOC, Journey Senior Magazine, Independent Tribune, Charlotte Observer, News 14, Cabarrus County Website, Channel 22, Fox Charlotte, County Facebook Page and social media outlets will be contacted by September 22, 2025.

ORGANIZATIONAL STRUCTURE:

Counties are required to provide application processes for CIP, non-Federal CIP programs, and/or LIEAP. This information must be reported to the NCDHHS annually.

1. Provide hours of operation, location and whether the programs are in house or contracted out. If your agency contracts out to other agencies attach the contract(s).

Hours of operation are Monday thru Friday, 8:00am to 5:00pm at Cabarrus County Department of Social Services, 1303 S Cannon Blvd. Kannapolis, NC 28083, Milestone building at 4855 Milestone Ave, Kannapolis, NC 28081, and the Dream Center at 280 Concord Pkwy S. Concord, NC 28027. Programs are in house.

BEST PRACTICES:

Best practices are a method or technique that has been generally accepted as superior to any alternatives because it produces results. Best practices are essential to the program.

1. If your county has gone above and beyond what is listed on this form please provide this information below:

Clients with unusually high energy bills are referred to the Cabarrus County Planning and Development Department for the Weatherization Program to make their home more efficient and reduce costs. Clients not eligible for assistance are screened for other programs provided by Cabarrus County.

2. Any additional comments or activities for CIP, non-Federal CIP, and/or LIEAP:

No.

CONTACT INFORMATION:

Your contact information is essential to the success of the Energy Programs. Please complete the following information.

Name: Christina Goodman

Address: 1303 S. Cannon Blvd. Kannapolis, NC 28083

Telephone: 704-920-1430

Email: clgoodman@cabarruscounty.us

Please indicate which program:

- LIEAP
- CIP

This plan must be approved by the local Board of Social Services/Human Services Board or local agency governing body prior to submission. Refer to the latest Dear County Director Letter for instructions on how to submit this document to the North Carolina State office.

Board of Social Services/Human Services or governing body Signature

Date

Director's Signature

6.27.25

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Tax Administration - Tax Collector's Annual Settlement and Order Authorizing Collection of FY 2025-2026 Taxes

BRIEF SUMMARY:

The Tax Collector is required by NCGS 105-373 to give an annual settlement on current and delinquent taxes to the governing body for review and approval. The settlement report for fiscal year 2024-2025 is attached. This report contains real and personal taxes that remain unpaid for the fiscal year. These lists are recharged to the Tax Collector for collection. Also attached is the Order to Collect to be executed by the Chairman of the Board of County Commissioners authorizing the Tax Collector to collect all FY 2025-2026 property taxes.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to accept the Tax Collector's annual settlement and approve the Order to Collect in accordance with NCGS 105-321.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

David Thrift, Tax Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- 2025 Order to Collect
- 2024 AR Real and Personal
- Refunds Under \$15
- 2025-2026 Tax Levy

ORDER OF THE BOARD OF COUNTY COMMISSIONERS

IN ACCORDANCE WITH N.C.G.S. 105-321

To: M David Thrift
Tax Administrator, Cabarrus County

You are hereby authorized, empowered, and commanded to collect the 2025 property taxes filed in the office of the Cabarrus County Tax Assessor, and in the receipts herewith delivered to you, in the amounts and from the taxpayers likewise set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Cabarrus, and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayer, for and on account thereof, in accordance with the law.

Witness my hand and official seal, this 21st day of July 2025.

Jeff Jones, Chairman
Cabarrus County Board of Commissioners

Attest:

Clerk to the Board

CABARRUS COUNTY**OUTSTANDING REAL, PERSONAL AND DMV BILLS****TAX YEAR 2024****At June 30, 2025**

Name	REAL & PERSONAL		DMV		Total Outstanding 2024 Tax Bills	
	Ad Valorem	Penalties	Ad Valorem			
County & Municipalities:						
Cabarrus County	\$ 1,832,271	\$ 18,650	\$ -	\$ -	\$ 1,850,921	
City of Kannapolis	\$ 375,627	\$ 3,220	\$ -	\$ -	\$ 378,847	
Town of Mt Pleasant	\$ 8,262	\$ 51	\$ -	\$ -	\$ 8,313	
Town of Midland	\$ 18,490	\$ 125	\$ -	\$ -	\$ 18,615	
City of Locust	\$ 213	\$ 5	\$ -	\$ -	\$ 218	
City of Concord	\$ 595,389	\$ 7,123	\$ -	\$ -	\$ 602,512	
Town of Harrisburg	\$ 59,708	\$ 628	\$ -	\$ -	\$ 60,336	
Fire Districts:						
Kannapolis Rural	\$ 8,805	\$ 9	\$ -	\$ -	\$ 8,814	
Jackson Park	\$ 1,137	\$ 44	\$ -	\$ -	\$ 1,181	
Cold Water	\$ 5,366	\$ 12	\$ -	\$ -	\$ 5,377	
Allen	\$ 14,122	\$ 313	\$ -	\$ -	\$ 14,435	
Midland	\$ 5,502	\$ 65	\$ -	\$ -	\$ 5,567	
Harrisburg (Outside)	\$ 15,267	\$ 47	\$ -	\$ -	\$ 15,313	
Rimer	\$ 4,999	\$ 41	\$ -	\$ -	\$ 5,041	
Mt Mitchell	\$ 4,521	\$ 24	\$ -	\$ -	\$ 4,545	
Odell	\$ 7,431	\$ 33	\$ -	\$ -	\$ 7,465	
Georgeville	\$ 5,961	\$ 17	\$ -	\$ -	\$ 5,978	
Flowes Store	\$ 6,014	\$ 18	\$ -	\$ -	\$ 6,032	
Northeast	\$ 2,388	\$ 9	\$ -	\$ -	\$ 2,397	
Mt Pleasant	\$ 8,594	\$ 58	\$ -	\$ -	\$ 8,652	
Gold Hill	\$ 1,508	\$ 5	\$ -	\$ -	\$ 1,513	
Richfield	\$ 86	\$ 4	\$ -	\$ -	\$ 89	
Harrisburg (Inside)	\$ -	\$ -	\$ -	\$ -	\$ -	
Concord Rural	\$ 110	\$ 5	\$ -	\$ -	\$ 115	
Totals	\$ 2,981,769	\$ 30,507	\$ -	\$ -	\$ 3,012,276	

REFUNDS UNDER \$15 - 2024-2025

BILL #:	NAME ON BILL :	PAYER NAME:	PAYER ADDRESS:	DATE OF PAYMENT:	REFUND AMOUNT:
23-84749	PETREA JERRY R ESTATE	MRS MARGARET PETREA	5940 BARRIER STORE RD MT PLEASANT NC 28124	7/1/2024	\$2.54
23-87884	PTM HOLDINGS 2 LLC	ATLANTIS TITLE COMPANY INC	5309-B MONROE RD CHARLOTTE NC 28205	7/3/2024	\$4.98
23-1935	CARROWAY JAMES WILLIAM	BRANDON/AMY ROBERTS	4011 TRINITY CHURCH RD CONCORD NC 28027	7/9/2024	\$10.23
23-58185	JACOBS FRANK F	CORELOGIC INC	3001 HACKBERRY RD IRVING TX 75063	7/2/2024	\$14.55
23-502337	NIXON ANDREW JAEVON	ADP GARNISHMENTS	PO BOX 221230 EL PASO TX 79912	7/31/2024	\$1.92
24-20847	BOOGS LARRY	CLEAREDGE TITLE INC	2605 ENTERPRISE RD E STE 270 CLEARWATER FL 3375	7/26/2024	\$5.06
2023-505278	GRIFFIN JULIA ANN	GRIFFIN JULIA ANN	716 NARGATE AVE KANNAPOLIS NC 28081	8/1/2024	\$1.13
2024-44015	FRANKS GEORGE D JR	FRANKS GEORGE D JR	107 WINDRUSH LN DURHAM NC 27703	8/9/2024	\$1.52
2024-19983	BLACKMON JAMES	BLACKMON JAMES	370 BITMORE RD WHITEVILLE NC 28472	8/9/2024	\$1.75
2023-503683	PARKER IAN THOMAS	ADP GARNISHMENTS	PO BOX 221230 EL PASO TX 79912	8/12/2024	\$2.29
2024-65404	LANGFELDT DOREEN	LANGFELDT DOREEN	548 HARRISON DR NW CONCORD NC 28027	8/7/2024	\$3.00
2021-502688	AGUIRRE SORTO NELLY	ADP GARNISHMENTS	PO BOX 221230 EL PASO TX 79912	8/5/2024	\$4.49
2023-501503	SMITH MILTON ALEXANDER	MILTON SMITH	5515 S OAKMONT ST KANNAPOLIS NC 28081	8/2/2024	\$4.90
2024-47942	GOODY JOHN & VICTORIA	GOODY JOHN & VICTORIA	840 AUTUMNWOOD LN CHARLOTTE NC 28213	8/9/2024	\$6.01
2021-502688	AGUIRRE SORTO NELLY	UKG	PO BOX 267910 WESTON FL 33326	8/14/2024	\$7.80
2024-66217	LEE CHENG	LEE CHENG	912 JODI LYNN TRL CHESAPEAKE VA 23322	8/2/2024	\$10.72
2024-10830	ABV STEEL LLC	PATRICK & MELISSA BLISS	10828 MCCAMIE HILL PL CONCORD NC 28025	8/15/2024	\$13.67
2024-79404	MUNRO JAMES CUNNINGHAM II JESSICA MUNRO		2325 OXFORD DR KANNAPOLIS NC 28081	8/21/2024	\$2.01
2024-82056	NY&M FOOD MART INC	NY&M FOOD MART INC	2170 DALE EARNHARDT BLVD KANNAPOLIS NC 28083	8/21/2024	\$2.70
2024-102792	SOUTH RIDGE PROPERTIES LLC	THE WOOD LAW FIRM PA	2115 REXFORD RD STE 310 CHARLOTTE NC 28211	8/29/2024	\$3.00
2023-503683	PARKER IAN THOMAS	ADP GARNISHMENTS	PO BOX 221230 EL PASO TX 79912	8/21/2024	\$3.11
2024-89347	PUCKETT JAMES G III	PUCKETT JAMES G III	839 CRAIGMONT LN NW CONCORD NC 28027	8/28/2024	\$4.81
2023-503683	PARKER IAN THOMAS	ADP GARNISHMENTS	PO BOX 221230 EL PASO TX 79912	8/26/2024	\$4.87
2022-503540	STEELE DARIN FONTAIN	WEB CUSTOM KITCHEN LLC	182 S SOUTH ST GASTONIA NC 28052	8/19/2024	\$6.01
2024-48072	GRADY THOMAS M	THOMAS M GRADY	345 NORTHGATE BLVD NE CONCORD NC 28025	8/21/2024	\$6.97
2024-106909	TAYLOR MORRISON OF CAROLIN PURSER & GLENN PLLC		2760 E WT HARRIS BLVD STE 200 CHARLOTTE NC 28211	8/19/2024	\$7.17
2021-502688	AGUIRRE SORTO NELLY	UKG	PO BOX 267910 WESTON FL 33326	8/27/2024	\$7.80
2024-96024	SAMSUNG TELECOMMUNICATIO SAMSUNG TELECOMMUNICATIO		85 CHALLENGER RD FL 5 RIDGEFIELD PK NJ 07660	8/27/2024	\$9.76
2024-107273	TENTH GATE LLC	BRIGHT LAW PLLC	16745 BIRKDALE COMMONS PKWY #C HUNTERSVILLE	8/29/2024	\$10.08
2023-504586	THOMPSON JASON DERECK	HILBISH FORD	2600 SOUTH CANNON BLVD KANNAPOLIS NC 28083	8/21/2024	\$14.31
2024-16108	BAKER WILLIAM M JR	BAKER WILLIAM M JR	9444 HOLLY RIDGE DR ROCKWELL NC 28138	9/12/2024	\$2.38
2023-12740	ALSTON CHARLENE P	CHARLENE P CARRICK	11903 SOUTHCREST LANE PINEVILLE NC 28134	9/3/2024	\$2.88
2024-68279	LONG TAMARA	LONG TAMARA	560 CHALK MAPLE RD CHINA GROVE NC 28023	9/12/2024	\$3.00
2024-45161	GAINES LOUELLA C	CLARA BROWN	5708 DEER POND LN SUITLAND MD 20746	9/5/2024	\$5.14
2023-21267	BOST ROBERT ESTATE	FERGUSON HAYES HAWKINS	45 CHURCH ST S CONCORD NC 28025	9/3/2024	\$5.23
2022-502825	SOSA BOANERGE	BOANERGE SOSA	1702 LAMAR AVE PETERSBURG VA 23803	9/26/2024	\$1.60
2024-54730	HINSON CHARLES L JR	HINSON CHARLES L JR	5324 IDAHO LN NW CONCORD NC 28027	9/16/2024	\$5.00
2024-80947	NEWTON LARRY DOUGLAS	NEWTON LARRY DOUGLAS	241 COUNTRY CLUB DR #11 CONCORD NC 28025	9/23/2024	\$6.00
2024-107001	TAYLOR PAMELA MICHELLE	PAMELA M TAYLOR	221 GURLEY AVE KANNAPOLIS NC 28081	9/16/2024	\$12.16
2023-93434	RUIZ MIRIAM PAOLA GUZMAN	LA CIMA RESTAURANTS LLC	3365 Piedmont Rd NE STE 1050 Atlanta GA 30305	9/20/2024	\$12.21
2024-63685	KLUTTZ & SONS PLUMBING	KLUTTZ & SONS PLUMBING	6370 MIAMI CHURCH RD CONCORD NC 28025	10/15/2024	\$1.33
2024-93027	ROACH MICHELLE	ROACH MICHELLE & PUCCIARELLI	11780 HIDDEN FOREST LN DAVIDSON NC 28036	10/15/2024	\$1.58
2023-505735	DESHONG LINDA	LINDA D DESHONG	7314 DONOVAN DR BLACKLICK OH 43004	10/11/2024	\$3.73
2024-60427	JONES CHRISTINA ISENHOUR	JONES CHRISTINA ISENHOUR	807 MAPLEWOOD ST KANNAPOLIS NC 28081	10/8/2024	\$5.00
2024-97571	SEELAN INVESTMENT LLC	24HR CLOSING	1320 MATTHEWS MINT HILL RD MATTHEWS NC	10/11/2024	\$10.00
2024-89120	PROMED HEALTHCARE PLLC	PROMED HEALTHCARE PLLC	7004 SMITH CORNERS BLVD STE A CHARLOTTE	10/9/2024	\$14.66
2025-500258	CUNNINGHAM FRANK MOSES	CUNNINGHAM FRANK MOSES	10880 GRAYBARK RD MIDLAND NC 28107	10/28/2024	\$1.35
2024-49317	GROSS PAULA M	PAULA GROSS	8449 HICKORY RIDGE RD HARRISBURG NC 28075	10/23/2024	\$1.72
2023-846	PIERCE SAMUEL DAVID JR	PIERCE SAMUEL DAVID JR	200 ROYALTON PL HUNTERSVILLE NC 28078	10/23/2024	\$6.49
2024-62989	KILLOUGH SIDNEY S	KILLOUGH SIDNEY S	4023 GLEN HAVEN DR SW CONCORD NC 28027	10/31/2024	\$9.32
2024-98934	SHARPE VERNON J	SHARPE LINDA	5503 DAVIDSON RD DAVIDSON NC 28036	10/21/2024	\$10.00
2024-76209	MILLER STEVEN	COSTNER LAW OFFICE PLLC	10735 DAVID TAYLOR DR STE 200 CHARLOTTE NC 282	10/18/2024	\$10.00
2023-505491	SPRINGER AARON EDWIN	TIM MARBURGER CHEVROLET LL	1520 S CANNON BLVD KANNAPOLIS NC 28083	10/23/2024	\$12.98
2024-34966	DAVIS CHRISTOPHER A	DAVIS CHRISTOPHER A	7214 HATHAWAY CT HARRISBURG NC 28075	10/29/2024	\$13.58
2022-502532	SHELTON TYESHA JUSTINE	ADP GARNISHMENTS	PO BOX 221230 EL PASO TX 79912	11/13/2024	\$2.23

2023-504332	CRANFORD SAMANTHA BURNET ADP GARNISHMENTS		PO BOX 221230 EL PASO TX 79912	11/5/2024	\$12.10
2024-99607	SHOE REDIN A	REDIN A SHOE	111 WHITE ST NW CONCORD NC 28027	11/25/2024	\$1.08
2024-118068	WRIGHT KIM MARIE	LERETA	901 CORPORATE CENTER DR POMONA CA 91768	11/15/2024	\$2.27
2024-110734	ULRICH SCOTT TRAVIS	JEANNYN A ULRICH	509 ROGERS LAKE RD KANNAPOLIS NC 28081	11/20/2024	\$3.91
2024-26280	CARDOZA ORLANDO	LERETA	901 CORPORATE CENTER DR POMONA CA 91768	11/15/2024	\$4.50
2024-55053	HODGES DOROTHY A	LARRY C BROWN	3050 NC 152 W CHINA GROVE NC 28023	11/20/2024	\$5.00
2024-75976	MILLER HOWARD WILLIAM	LERETA	901 CORPORATE CENTER DR POMONA CA 91768	11/15/2024	\$5.00
2024-106183	TABLETOP MEDIA LLC	RYAN LLC	PO BOX 4900 SCOTTSDALE AZ 85261	11/19/2024	\$8.44
2023-503893	WHEATLEY LAURA DARLENE	DARLENE G WHEATLEY	304A BOST ST KANNAPOLIS NC 28081	11/20/2024	\$9.21
2024-17267	BARRIER CONNIE TYSON	BARRIER CONNIE TYSON	707 ROCKWOOD RD COLUMBIA SC 29209	12/12/2024	\$1.87
2024-91124	REECE JAMES R	REECE JAMES R	227 TANGLEWOOD DR KANNAPOLIS NC 28081	12/2/2024	\$2.16
2023-18245	BEHRENS ROGER LEE	ROGER BEHRENS	2861 NEW HOLLAND ST HUDSONVILLE MI 49426	12/9/2024	\$6.01
2023-503237	HONEYCUTT VICTORIA L	ALIE YATES BROWN ATTY	428 S FAYETTEVILLE ST ASHEBORO NC 27270	12/11/2024	\$6.91
2024-42881	FLEMING ELIZABETH G	ELIZABETH G FLEMING	4300 KENLOUGH DR KANNAPOLIS NC 28081	12/2/2024	\$8.83
2023-504314	BARR ANTONIO T	SCHAEFER PLASTICS NA LLC	10301 WESTLAKE DR CHARLOTTE NC 28273	12/12/2024	\$9.73
2024-20389	BLANKENBURG GERD	BLANKENBURG GERD	11451 BAYSTONE PL CONCORD NC 28025	12/10/2024	\$10.00
2023-1279	DEFINO DEANA GRACE	ADP GARNISHMENTS	PO BOX 221230 EL PASO TX 79912	12/30/2024	\$1.36
2024-78173	MORRISON CHRISTOPHER B	DAWN MORRISON	6250 MOUNTAIN VINE AVE KANNAPOLIS NC 28081	12/16/2024	\$1.40
2025-500463	HOLSHouser NORA GAIL	NORA HOLSHouser	1614 FREDERICK AVE KANNAPOLIS NC 28081	12/18/2024	\$1.41
2024-55909	HOOPER CATHEY E	HOOPER CATHEY E	6119 MEETING ST CONCORD NC 28025	12/16/2024	\$2.00
2024-99864	SHULTZ SAUNDRA J	SHULTZ SAUNDRA J	160 WINDING TRAIL LN MIDLAND NC 28107	12/31/2024	\$2.00
2023-44065	FULLER ASHLEY MARIE	UKG	PO BOX 267910 WESTON FL 33326	12/27/2024	\$2.47
2024-62443	KENDZIERSKI ROBERT M	CLAUDIA KENDZIERSKI	8247 SCARLET OAK DR HARRISBURG NC 28075	12/30/2024	\$3.26
2024-12071	ALL 4 U HOMES LLC	MCNAUGHT & CLEMENTS PLLC	14045 BALLANTYNE CORPORATE PLACE 500A CHARLC	12/27/2024	\$4.97
2024-43092	FLOWE SAMUEL J	S J FLOWE GRADING CO	PO BOX 123 MIDLAND NC 28107	12/18/2024	\$9.00
2024-86923	PINTO HOLDINGS LLC	PINTO HOLDINGS LLC	PO BOX 317 GOLD HILL NC 28071	12/19/2024	\$12.57
2024-113087	WALLACE MICHAEL S	MIKE WALLACE	3429 TRINITY CHURCH RD CONCORD NC 28027	12/27/2024	\$14.63
2024-102217	SMITR LLC	THE ATHBA H BECKER LIV TR	115 LAWRENCE TEE LN MOORESVILLE NC 28117	1/2/2025	\$1.59
2024-55896	HOOKS RITA CORL	RITA HOOKS	4526 ST STEPHENS CH RD GOLD HILL NC 28071	1/13/2025	\$2.42
2024-53488	HENDLEY PHILIP TODD	PHILIP HENDLEY	306 WOODMOORE LN KANNAPOLIS NC 28081	1/2/2025	\$2.49
2024-71023	MARLOWE BETTY BALLARD	MARLOWE BETTY BALLARD	411 V-8 ST KANNAPOLIS NC 28083	1/3/2025	\$3.00
2024-37259	DORMETIS EMMANUEL	DORMETIS EMMANUEL	9508 MELANIE THOMPSON DR CHARLOTTE NC 28213	1/7/2025	\$3.41
2024-26241	CARBONE JEFFREY	CARBONE JEFFREY	17337 WAVECREST CT CORNELIUS NC 28031	1/7/2025	\$5.00
2024-19805	BLACK DAVID CHARLES	BLACK DAVID	8800 JOHN WHITE RD CONCORD NC 28025	1/2/2025	\$9.88
2024-26884	CARR SCOTT ROBERT	SCOTT & SUSAN CARR	10888 PIONEER MILL RD CONCORD NC 28025	1/7/2025	\$10.00
2024-43032	FLORES WILVER	FLORES DRYWALL CO INC	5511 MONROE RD STE 204 CHARLOTTE NC 28212	1/7/2025	\$10.00
2024-118954	YOUNG WADE O JR	YOUNG WADE O JR	305 SETTER CT SE CONCORD NC 28025	1/2/2025	\$10.00
2023-500484	TAYLOR MYRON LENARD	UKG	PO BOX 267910 WESTON FL 33326	1/2/2025	\$10.55
2024-31866	COOPER TONY R	TONY COOPER	1509 RIDING TRAIL LN CONCORD NC 28027	1/8/2025	\$11.68
2024-66587	LENTZ PAUL O	JOHN & LINDA LENTZ	2530 CEDAR COVE DR HARRISBURG NC 28075	1/3/2025	\$12.46
2024-19723	BISHOP WALETHEA	WALETHEA BISHOP POD KAYLA S	10219 MONTROSE DR NW CHARLOTTE NC 28269	1/16/2025	\$1.70
2024-84233	PARKER YOUNVONNE	DWAYNE PARKER EL	600 BERGEN AVE APT 1131 BRONX NY 10455	1/27/2025	\$2.63
2024-54629	HILTON CECIL	HANNAH W HILTON	226 GURLEY AVE KANNAPOLIS NC 28081	1/27/2025	\$2.93
2024-32556	COZAD LUCINDA N	LUCINDA COZAD	137 EDGEWOOD AVE NW CONCORD NC 28025	1/28/2025	\$4.02
2024-23396	BROWN MICHAEL MERLE	BROWN MICHAEL MERLE	3372 TREYBURN DR MIDLAND NC 28107	1/22/2025	\$9.23
2024-26004	CANNON CHIROPRACTIC PLLC	CANNON CHIROPRACTIC PLLC	1739 DALE EARNHARDT BLVD KANNAPOLIS NC 28083	1/31/2025	\$9.68
2024-20633	BMS CAT OF NORTH CAROLINA	BMS CAT LLC	5718 AIRPORT FWY HALTOM CITY TX 76117	1/23/2025	\$10.27
2024-46037	GATTON EDWARD THOMAS	GATTON EDWARD THOMAS	2002 FIELD AVE KANNAPOLIS NC 28081	1/24/2025	\$12.70
2025-502102	SIDDQUI MUHAMMAD	MUHAMMAD SIDDQUI	933 PIPER LANDING DR CONCORD NC 28027	2/4/2025	\$1.46
2025-502101	SIDDQUI MUHAMMAD	MUHAMMAD SIDDQUI	933 PIPER LANDING DR CONCORD NC 28027	2/4/2025	\$2.53
2024-110295	TUCKER MICHAEL DALE	MCNAUGHT & CLEMENTS PLLC	14045 BALLANTYNE CORPORATE PLACE 500A CHARLC	2/13/2025	\$2.81
2024-117623	WOMACK TROY	WOMACK TROY	4588 TRIUMPH DR SW CONCORD NC 28027	2/4/2025	\$5.06
2024-57714	IANNOTTE JOHN THOMAS	JOHN T IANNOTTE	4041 CENTER RD JONESVILLE NC 28642	2/18/2025	\$1.30
2023-501939	CLAY JESSICA NICOLE	ADP GARNISHMENTS	PO BOX 221230 EL PASO TX 79912	2/20/2025	\$1.44
2024-50846	HANDSIMOTION MASSAGE	HANDSIMOTION MASSAGE THE 110 TRANTHAM ST SW CONCORD NC 28027		2/24/2025	\$2.08
2024-25570	CALLAHAN SYLVIA R	SYLVIA CALLAHAN	13590 BETHEL AVE EXT MIDLAND NC 28107	2/21/2025	\$2.25
2024-501486	JENKINS GARY OLLIE	CAROLINA AVIONICS GROUP LLC	3650 AIRPORT LOOP RD SALISBURY NC 28147	2/18/2025	\$2.87
2024-51463	HARRINGTON RICHARD C	RICHARD C HARRINGTON	910 WILEY LEWIS RD GREENSBORO NC 27406	2/21/2025	\$3.00

2024-45091	GADDIS BROS PROPERTY HOLDIN MIDTOWN LAW		4800 SIC FORKS RD STE 120 RALEIGH NC 27609	2/26/2025	\$3.73
2024-74510	MEDLIN DAVID	COMMON GROUND MANAGEME	1550 SOUTH MAIN ST MOUNT PLEASANT NC 28124	2/26/2025	\$4.00
2023-20200	BLANCO NORMA	NORMA BLANCO	1543 MARK DR CONCORD NC 28025	2/24/2025	\$4.01
2024-30134	CLINE THOMAS DRYE	THOMAS CLINE	3121 OLD SALISBURY-CONCORD RD CONCORD NC 28025	2/24/2025	\$5.00
2024-48680	GREENE CAROL RACZ TRUSTEE	THE CODETTA TRUST CAROL RAC	168 BLUE HERON RD SALISBURY NC 28146	2/24/2025	\$5.00
2024-61655	KANNAPOLIS PROPERTIES LLC	KANNAPOLIS PROPERTIES LLC	281 S CANNON BLVD KANNAPOLIS NC 28083	2/28/2025	\$6.00
2024-505423	WILSON JAMES DARNELL	JAMES D WILSON	2386 CURECANTI CT KANNAPOLIS NC 28083	2/21/2025	\$6.68
2024-1275	MK MUSCLE BEACH 5 LLC	MK MUSCLE BEACH 5 LLC	5707 FOREST MANOR DR GREENSBORO NC 27410	2/18/2025	\$6.83
2024-86328	PHERIGO AARON	PHERIGO AARON	1980 MCKINNEY MINE RD SPRUCE PINE NC 28777	2/24/2025	\$10.00
2024-1342	SUN HOMES INC	SUN COMMUNITIES OPERATING	27777 FRANKLIN RD STE 300 SOUTHFIELD MI 48034	2/28/2025	\$11.62
2024-75364	MESIMER WILLIAN SHANE	JOE & JEANETTE MESIMER	9414 SEYMOUR LANE DAVIDSON NC 28036	2/26/2025	\$13.00
2024-71746	MASTER BUILDING & REMODELII	MASTER BUILDING & REMODELII	38 MILLER AVE SW CONCORD NC 28025	3/10/2025	\$1.11
2024-99806	SHUE LINDSEY WAYNE	LINDSEY SHUE & PATRICIA SHUE	4855 FLOWE STORE RD CONCORD NC 28025	3/10/2025	\$1.43
2024-505139	CFM REAL ESTATE INC	TOMMY EARNHARDT	2138 LENTZ HARNESS SHOP RD N MT PLEASANT NC 28025	3/4/2025	\$1.45
2024-506589	CABALLERO BERTHA AURORA	CABALLERO BERTHA AURORA	1005 BENT BRANCH DR SW CONCORD NC 28025	3/10/2025	\$3.02
2022-58988	JONES JOHN E SR	BECTON LAW FIRM PL	2530 MERIDIAN PKWY STE 300 DURHAM NC 27713	3/10/2025	\$4.93
2024-698	BARE MARK KEVIN	BARE MARK KEVIN	6111 BOST CUTOFF RD CONCORD NC 28025	3/3/2025	\$5.29
2024-100413	SIMPSON RENEE WALSH	RENEE SIMPSON	10000 BOSTIAN FISHER RD ROCKWELL NC 28138	3/4/2025	\$6.85
2024-98951	SHAVER GAY L	GAY L SHAVER	115 PINE HAVEN RD STATESVILLE NC 28677	3/3/2025	\$8.00
2024-46736	GILLESPIE MYRTLE K	GILLESPIE MYRTLE K	9920 STARWOOD DR CHARLOTTE NC 28215	3/3/2025	\$8.95
2024-31431	CONTINENTAL FIRST FEDERAL IN UNITED TRUCKING OF CAROLINA	PO BOX 480681 CHARLOTTE NC 28269		3/6/2025	\$9.36
2024-101161	SMITH BETTY FREEZE	JOHN OR BETTY LINKER	83 DOUGLAS AVE NW CONCORD NC 28025	3/5/2025	\$13.53
2024-39935	EQUITY TRUST CO CUST FBO STE	EQUITY TRUST COMPANY	1 EQUITY WAY WESTLAKE OH 44145	3/21/2025	\$3.73
2023-52695	HELMS KENNETH G	MCMICHAEL & GRAY PC	2101 REXFORD RD STE 150E CHARLOTTE NC 28211	3/21/2025	\$4.49
2024-79813	N&K RIVAS CONSTRUCTION INC	RENGER & REYNOLDS PLLC	5950 FAIRVIEW RD STE 230 CHARLOTTE NC 28210	3/19/2025	\$7.14
2024-87308	POEHLER SYLVIA L	POEHLER SYLVIA L	10515 JIM SOSSAMAN RD MIDLAND NC 28107	3/24/2025	\$8.62
2024-63404	KIRK WILLIAM SHANKLE	LERETA-POMONA OPERATIONS	901 CORPORATE CENTER DR POMONA CA 91768	3/28/2025	\$8.99
2024-17005	BARNHARDT FRANCES D	WELLS FARGO BANK NA	3001 HACKBERRY RD IRVING TX 75063	4/17/2025	\$1.75
2024-85219	PEARSON MARTIN LUTHER	PEARSON BILLY	374 GRAHAM DR SW CONCORD NC 28025	4/22/2025	\$3.21
2024-506617	GAITHER WILLIAM LEE JR	ADP GARNISHMENTS	PO BOX 221230 EL PASO TX 79912	4/3/2025	\$4.12
2024-506739	COLES JORDAN CHAZ	HENDRICK AUTOMOTIVE GROUP	6000 MONROE RD CHARLOTTE NC 28212	4/8/2025	\$5.18
2023-500216	CLARK FELICIA LEVETTE	SPECTRUM HOSPITALITY II LLC	1305 S COLLEGIATE DR WILKESBORO NC 28697	4/17/2025	\$8.80
2024-16683	BARBER-SCOTIA COLLEGE INC	CHICAGO TITLE INSURANCE COM	200 SOUTH TRYON ST STE 800 CHARLOTTE NC 28202	4/2/2025	\$9.27
2024-16682	BARBER-SCOTIA COLLEGE INC	CHICAGO TITLE INSURANCE COM	200 SOUTH TRYON ST STE 800 CHARLOTTE NC 28202	4/2/2025	\$9.27
2024-78650	MOSS HOYLE LEE	HUTCHENS LAW FIRM	PO BOX 2505 FAYETTEVILLE NC 28302	4/1/2025	\$10.00
2024-88009	PP&I LLC	PP&I LLC	210 OAK AVE KANNAPOLIS NC 28081	4/10/2025	\$11.36
2024-506818	ADKINS LEONARD JOE	ADKINS LEONARD JOE	PO BOX 2852 CONCORD NC 28025	4/10/2025	\$12.83
2024-56730	HUBBARD MARILOU	MARILOU HUBBARD	1709 W A ST KANNAPOLIS NC 28081	4/21/2025	\$13.50
2024-95446	S&M FINANCE GROUP LLC	GALBREATH COSTNER LLC	131 FALLS ST STE 101 GREENVILLE SC 29601	4/22/2025	\$14.33
2024-30404	COCHRAN CYNTHIA	LOAN SERVICING DEPT	3101 WAKE FOREST RD RALEIGH NC 27609	4/25/2025	\$1.75
2024-503705	JOHNSON PORTIA CAMILLE	LJ SCHOOLS CAROLINA INC	1014 MAXWELL MILL RD FORT MILL SC 29708	4/24/2025	\$2.87
2024-540	LOPEZ ULYSSES LAURIDO	ULYSSES L LOPEZ	3005 TOM SAVAGE DR HARRISBURG NC 28075	4/29/2025	\$5.57
2021-501597	NELSON EBONY JALEESA	NELSON EBONY J	1435 FAIRINGTON DR NW APT 104 CONCORD NC 28025	4/29/2025	\$14.83
2024-800292	HUNT RUTH MARTINEZ	HUNT RUTH MARTINEZ	3318 GOLD HILL RD E GOLD HILL NC 28071	5/1/2025	\$1.32
2024-501860	US UNDERGROUND INC	US UNDERGROUND INC	1023 SENECA RD MT PLEASANT NC 28124	5/5/2025	\$1.47
2024-59805	JOHNSON BYRON M	BYRON JOHNSON	169 PLUM NUTTY RD HENDERSON NC 27537	5/12/2025	\$2.14
2024-105351	SUAREZ NAPOLES MARCELIS	ADP GARNISHMENTS	PO BOX 221230 EL PASO TX 79912	5/5/2025	\$7.38
2024-506587	GUTHRIE ROBERT JASON	ADP GARNISHMENTS	PO BOX 221230 EL PASO TX 79912	5/12/2025	\$9.53
2024-71549	MARTINSEN CHRISTY	MARTINSEN CHRISTY	205 CANDLE CT NW CONCORD NC 28027	5/1/2025	\$11.83
2024-29133	CHOVIT HOLLY LYNNE	HOLLY L CHOVIT	409 S EAST AVE KANNAPOLIS NC 28083	5/5/2025	\$12.87
2024-87041	PIZZA ON MAIN LLC	PIZZA ON MAIN LLC	924 S MAIN ST KANNAPOLIS NC 28081	5/30/2025	\$3.64
2020-502931	BROWN COREY LYN	UKG	PO BOX 267910 WESTON FL 33326	5/20/2025	\$10.78
2024-80536	NELSON ADAM VITO	ADAM NELSON	2865 BERKHAMSTEAD CIR CONCORD NC 28027	6/9/2025	\$1.77
2023-503857	MCKENNY MOLLY JEANNE	ADP GARNISHMENTS	PO BOX 221230 EL PASO TX 79912	6/13/2025	\$1.77
2024-107580	THE OAK EVENTS LLC	THE OAK EVENTS LLC	628 LOVERS LANE MIDLAND NC 28107	6/16/2025	\$9.58
2024-112051	VIDES KAREN	MERIT LOGISTICS LLC	33332 VALLE RD STE 100 SAN JUAN CAPISTRANO CA 92683	6/17/2025	\$13.14
2024-80787	NEW SOUTH HOLDINGS LLC	MERRITT LAW PLLC	1620 DALE EARNHARDT BLVD KANNAPOLIS NC 28083	6/6/2025	\$13.73
2024-34012	CUTHBERTSON BEVERLY W	BEVERLY CUTHBERTSON	1552 KINGSTON DR KANNAPOLIS NC 28083	6/25/2025	\$2.44

2024-39946

EQUITY TRUST CO CUST FBO BEV BEVERLY HINSON

2100 GOLD HILL RD E MT PLEASANT NC 28124

6/23/2025

\$13.19

2024-2025

AMOUNT CHARGED TO
COLLECT FOR FISCAL YEAR
2024-2025 REAL AND PERSONAL PROPERTY
AS OF JULY 7, 2025

Jurisdiction	Principal	Penalty	Total
COUNTY	\$259,710,839.02	\$140,965.25	\$259,851,804.27
HARRISBURG CITY TAX	\$18,658,146.79	\$6,466.32	\$18,664,613.11
CONCORD CITY TAX	\$96,569,896.79	\$57,154.77	\$96,627,051.56
MT PLEASANT CITY TAX	\$1,077,153.77	\$550.69	\$1,077,704.46
KANNAPOLIS CITY TAX	\$42,421,093.62	\$14,523.35	\$42,435,616.97
LOCUST CITY TAX	\$562,831.27	\$103.42	\$562,934.69
MIDLAND CITY TAX	\$1,765,170.57	\$741.99	\$1,765,912.56
HUNTERSVILLE CITY TAX	\$2,005.81	\$0.00	\$2,005.81
Fire Districts			
KANNAPOLIS FIRE - RURAL	\$342,276.25	\$179.81	\$342,456.06
JACKSON PARK FIRE TAX	\$268,341.02	\$184.41	\$268,525.43
COLD WATER FIRE TAX	\$455,451.67	\$252.85	\$455,704.52
ALLEN FIRE TAX	\$985,249.17	\$1,467.60	\$986,716.77
MIDLAND FIRE TAX	\$1,375,696.50	\$1,431.96	\$1,377,128.46
HARRISBURG FIRE RURAL	\$1,787,731.03	\$508.54	\$1,788,239.57
RIMER FIRE TAX	\$362,941.88	\$305.96	\$363,247.84
MT MITCHELL FIRE TAX	\$180,429.43	\$112.65	\$180,542.08
ODELL FIRE TAX	\$1,018,128.75	\$305.84	\$1,018,434.59
GEORGEVILLE FIRE TAX	\$425,127.51	\$252.79	\$425,380.30
FLOWES STORE FIRE TAX	\$381,041.55	\$120.98	\$381,162.53
NORTHEAST FIRE TAX	\$273,271.97	\$263.03	\$273,535.00
MT PLEASANT FIRE TAX	\$813,530.11	\$793.61	\$814,323.72
GOLD HILL FIRE TAX	\$65,412.30	\$40.58	\$65,452.88
RICHFIELD FIRE TAX	\$17,231.34	\$10.59	\$17,241.93
CONCORD RURAL FIRE TAX	\$33,840.11	\$116.78	\$33,956.89
Special			
CONCORD DOWNTOWN TAX	\$268,170.12	\$106.67	\$268,276.79
LOCUST SOLID WASTE	\$37,800.00		\$37,800.00
HUNTERSVILLE SOLIS WASTE	\$154.00		\$154.00
Total	\$429,858,962.35	\$226,960.44	\$430,085,922.79

This levy may be adjusted through discoveries and releases throughout the tax year.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Board of Commissioners - Economic Development Grant Program Policy

BRIEF SUMMARY:

Review of the Boards' Economic Development Grant Program.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to approve the updated policy.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

On behalf of the Board of Commissioners

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Economic Development Grant Program



Cabarrus County Board of Commissioners Economic Development Grant Program

Revised/Effective: Dec 2023



Table of Contents

I.	Statement	3
II.	Purpose	3
III.	Project Categories, Grant Parameters, and Eligibility.....	5
IV.	Program Rules	6
V.	Grant Approval Procedure	8



**ECONOMIC DEVELOPMENT GRANT PROGRAM
CABARRUS COUNTY, NORTH CAROLINA
EFFECTIVE OCTOBER 20, 2008**

I. POLICY STATEMENT

- A. The following is the Economic Development Grant Program (“Program”) for Cabarrus County, North Carolina. The Program applies to all applications for economic development grants received after the effective date of the Program.

II. PURPOSE

- A. The Cabarrus County Board of Commissioners (“BOC”) has a vision of Cabarrus as a county in which our children learn, our citizens participate, our dreams matter, our families and neighbors thrive, and our community prospers. The BOC established the following five broad goals to achieve and maintain its vision:

1. Preserve and enhance quality of life by addressing growth with sound public policies that sustain resources, provide high quality services, and fund infrastructure needs.
2. Achieve community-wide preparedness to protect public safety, respond to routine and catastrophic events, and maintain and restore the well-being of all residents.
3. Use resources wisely and responsibly by protecting assets, minimizing risk, creating partnerships, and using technology to maximize the value of county investments, expenditures, and services.
4. A fully engaged community with a shared understanding of its issues and challenges and working together to achieve its goals.
5. Ensure that all citizens have equal opportunity and access to education, health care, and economic prosperity and encourage citizens to fulfill their potential and contribute to their community.

The achievement of these goals, and the health, safety, education, and prosperity of the people of Cabarrus County (“County”) is directly related to the vitality, diversity, and success of its businesses and industries, as well as to the condition of the county’s environment and natural resources. Under certain circumstances and conditions, it may be in the interests of the County and its citizens that the BOC utilize the powers granted to it by the General Assembly in Chapters 153A and 158 of the North Carolina General Statutes to stimulate development



and growth of business and industry in the County. Thus, the purpose of the Program is to provide the stimulus for the development, growth and expansion of business and industry within the County. This stimulus is the award of a Program Grant ('Grant') as provided in this Program.

- B. The award of a Grant is designed to increase employment opportunities within the assessed valuation of the County. The BOC may consider numerous factors when deliberating upon whether to award a Grant. This recognizes the great variety of businesses, which have widely different capital and employment structures and needs. The factors that may be considered include but are not limited to the follow:
 1. The type of industry or business as a further diversification of Cabarrus County's business base;
 2. The size and scope of the project based upon investment in site development, facilities, buildings, and other business infrastructure inclusive of technology;
 3. The diversity, quality, and quantity of jobs created by a project, including whether the industry or business provides company-paid benefits such as healthcare, vacation, and pensions and the degree to which wages exceed the county average;
 4. The potential for future expansion of investment and employment;
 5. Site specific issues impacting public infrastructure;
 6. Actions that if pursued, stimulate development in areas of Cabarrus County deemed beneficial;
 7. The ratio of investment in real versus personal property assets;
 8. The environmental impact of the project. This may include such elements as waste recycling programs, energy efficient (or LEED) design, conservation easements, the degree to which the natural landscape and topography are distributed, water conservation programs and the use and/or production of alternative (non-fossil fuel) energy.
 9. The type of product produced (as well as the production process itself) or sold and whether it is recyclable, noxious, volatile, controversial, hazardous, banned by other governments or countries, lethal or otherwise dangerous.



III. PROJECT CATEGORIES, GRANT PARAMETERS, AND ELIGIBILITY

1. **Eligible Uses.** Eligible uses include, but are not limited to, agricultural operations; facilities to house corporate headquarters; manufacturing, assembly, fabrication, or processing operations; research and development facilities; motorsports facilities, warehouse, or distribution facilities; and office buildings. The applicant must demonstrate to the satisfaction of the BOC that it would not construct these facilities but for the award of a Grant.
2. **Grant Parameters.** A Grant approved by the BOC may be an amount equaling up to 85% of the real and personal property tax actually paid on assets eligible for this Program. The minimum incremental increase in assessed value of assets shall be \$1.5 million, except in those cases where the Grant is used to encourage the development or help ensure the success of certain targeted businesses and/or geographical areas, where the threshold shall be at the discretion of the Board of Commissioners.

Such Grant amount shall be for a period of three (3) consecutive years. Grant amounts shall be calculated based on the increase in assessed real and personal property values generated by the project, as determined by the County Tax Assessor. Grants for plant expansions by business or industry already located in the County will be based on the net incremental tax value, after reduction for machinery, equipment and other assets which are depreciated, replaced, or retrofitted as part of the project.

The Grant will only be awarded to bring about the relocation or expansion of a business that would not have occurred except for the award of the Grant, or to encourage the development or help ensure the success of certain targeted businesses and/or geographic areas.

The amount of the Grant for each year shall be limited in the following manner: In each of years two and three of the Grant, a calculation shall be performed where the amount of the Grant is subtracted from the amount of ad valorem taxes paid. If the remainder in years two or three is less than the remainder from the same calculation in year one, then the amount of the grant in those years will be reduced by an amount sufficient to make the remainder in that year equal to the remainder in year one.

The County has chosen as the value criterion for a Program Grant the estimated property tax assessment for the new real and personal property investment to be placed in the County. Although the Grant is calculated as a percentage of the ad valorem tax actually paid on the new asset investment, the Grant is paid from the County's general fund. The general fund consists of revenue derived from ad valorem



taxes, local sales taxes, revenues from services, permits and fees, interest income and miscellaneous revenues.

3. **Documentation:** The Grant application must provide documentation satisfactory to the Tax Assessor that fully supports the expenditures upon which the assessed value is to be based. The documentation includes but is not limited to schedules and source documents defining capital expenditures including project timelines with accurate descriptions of grantable assets by cost, dates of phase in any existing assets which are being replaced by Program eligible assets, blueprints, financial statements, and appraisal by a state board certified appraiser. Only assets documented to the satisfaction of the Tax Assessor will be eligible for the Program.
4. **Speculative Buildings and Leases:** Construction of a new structure to attract an eligible Program user may also qualify for the Program. Such a Grant must begin with a tax year prior to the third year after construction is completed. The taxpayer must inform the Tax Assessor in writing which tax year begins the Grant Program. If a structure or personal property is to be leased, the lease term must exceed the length of the Grant period. In the event the building is not leased within three years of its completion date so long as it is maintained for lease, the speculative building may still qualify as a Program asset. Only one Grant may be awarded, and the owner and lessee must agree in writing as to which will be eligible to receive the Grant.

IV. PROGRAM RULES

1. Although a Grant may be awarded by the BOC to an applicant, the Grant is not required to be paid until the applicant has fully complied with this Program and has executed a written agreement ("Agreement") in a form satisfactory to County that sets forth the specific provisions relating to the Grant.
2. The BOC reserves the right to waive one or more provisions of this Program, but any waiver must be approved by the BOC.
3. The Agreement shall include with reasonable specificity a project site plan, description of the project, any phasing, projected new employment with job descriptions, description of the structures to be built, description of the personal property assets to be installed and any other data that would be relevant to comprehension of the scope and value of the project such that other assets, installed outside of those Grant eligible, are not commingled within the contemplated Grant.
4. The applicant must furnish proof satisfactory to the Tax Assessor or County Attorney of ownership of any of the assets subject to the Program.



5. Rolling stock, inclusive of automobiles, trucks, tractors, trailers, or other licensed vehicles and airplanes shall not qualify as Program assets eligible for a Grant.
6. County contributions to the project's infrastructure costs shall be deducted from the calculated Grant award for that project.
7. The beginning date of the Grant period shall be flexible to accommodate construction and production start-up time but shall commence with the tax year that begins no later than three years after the date the BOC votes to approve the Grant. The taxpayer must inform the Tax Assessor in writing which tax year begins the Grant program. An extension may be granted by the BOC based upon specific project related issues.
8. The annual Grant award due to the recipient will be paid each year during the Grant period within a thirty-day period of submission of all data requested by the Tax Assessor necessary to determine appropriate assessments on the Grant assets and the delivery of the Tax Assessor's statement. Should the assessments yield a grant in excess of that budgeted for the Grant assets, another thirty-day period may be necessary for remittance to accommodate budget revisions. The initial Grant date is subject to the project's date of useful occupancy and/or production startup, subject to the provisions of paragraph 7, above. If the recipient-taxpayer fails to properly list property for purposes of taxation and the unlisted property is subsequently discovered by the Tax Assessor's office, then the Grant may be terminated at the discretion of the BOC. Acceptance of a Grant payment constitutes approval of the assessed value of Grant assets.
9. During the Grant period, the recipient of the Grant must be current in any and all tax and other payments (including, but not limited to fees for services or permits, fines, and penalties) to the County. Failure to be current in payments to the County shall result in termination of the remainder of the Grant.
10. Should the recipient of the Grant (a) fail to construct or install substantially all of the assets contemplated by the agreement; (b) be or become the debtor in a bankruptcy or receivership proceeding; (c) substantially curtail, close or mothball the facility subject to the Program or, (d) fail to meet hiring, wage or benefit goals; then in any such event the balance of the Grant shall be terminated.
11. Grant requests information and the Tax Assessor questionnaire must be completed within the calendar year following the tax year for which the recipient is eligible to receive a Grant. The information must be complete, forthcoming, and adequate to the satisfaction of the assessor in order to make an accurate Grant calculation. Failure to fully or timely provide this information will result in forfeiture of that year's Grant or cause termination of the remainder of the Grant as provided in paragraph 13, below.



12. Grants are not transferable and may not be conveyed to another party.
13. The Grant recipient shall provide the necessary source documents and reports satisfactory to the Tax Assessor subsequent to execution of the Agreement and during the Grant period to ensure compliance with the terms, conditions, and other specific requirements of the Agreement. Necessary source documents and reports may include, but are not limited to, real estate acquisition and construction costs, schedules of assets, depreciation schedules, leasing arrangements with named parties holding a financial interest in assets covered by the Program, releases signed by those holding financial interests in those assets and proof of all business and corporate names that may be applicable for purposes of asset ownership. In order for an asset to be included in the Grant, it must reasonably have been contemplated to be within the scope of the project as reflected in the Agreement. Such information shall remain confidential as allowed by law. Failure of the recipient to provide required documentation shall cause termination of Grant.
14. The County shall provide detailed reporting processes to monitor and assure compliance with the terms, conditions, and other specific requirements of the Agreement. Any information obtained by the County in connection with an incentive grant request will be kept confidential by the County to the extent permitted by law.
15. Violation of local, state, federal laws, ordinances, or regulations by the recipient company shall result in termination of the Grant.

V. GRANT APPROVAL PROCEDURE

1. Completion: Prior to initiating a project for which a Grant application is proposed, the applicant shall complete a Development Grant Application for submittal to the Cabarrus Economic Development Corporation.
2. Recommendation: Upon completion of the Development Grant Application by the applicant, the Cabarrus Economic Development Corporation Board will review the application and determine if the application will be recommended to the BOC.
3. Application: Applications recommended by the Cabarrus Economic Development Corporation Board will be submitted to the County Manger's office for scheduling a public hearing before the BOC.
4. Acceptance: The BOC may consider acceptance of the Development Grant Application. A public hearing must be scheduled by law prior to the approval of a Grant. The County



shall publish a notice of the public hearing at least 10 days before the hearing is held. The notice shall describe the project and the BOC's intention to consider approval of the Grant request.

5. Public Hearing: The BOC shall conduct a public hearing on the Development Grant Application to inform the public of the Grant request, invite comments and vote on it.
6. Agreement: The BOC approves the Grant by offering the applicant an Agreement. Offers not accepted are deemed rejected by the applicant. Unless otherwise adopted and approved by the BOC, the Grant offer remains open for 30 days from the date of tender of the proposed Agreement to the applicant. Acceptance is the execution of the Agreement between the County and the applicant. The BOC reserves the right to reject any Grant application.
7. Construction: Construction shall be required to adhere to plans approved in the plan review and permitting process, as well as to plans, or plan elements approved as conditions of the Agreement.
8. Assessment: The value of the subject property following the completion of construction shall be established by the Tax Assessor. The actual increase in post-construction assessed value over pre-construction assessed value shall equal, or exceed the estimated increase specified in the Agreement. Failure to meet or exceed the Grant approval threshold of \$1.5 million, where applicable, shall render the Grant void.

Adopted this the 20th day of October 2008 by
the Cabarrus County Board of Commissioners.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Board of Commissioners - Proclamation

BRIEF SUMMARY:

A proclamation recognizing community service.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to adopt the Proclamation.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

On behalf of the Board of Commissioners

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Proclamation



PROCLAMATION

WHEREAS, Senior Pastor, Bishop Elvin Mickens, Sr., celebrated his 70th birthday and 35 years of pastoral ministry on June 29, 2025 at a banquet held in his honor in Kannapolis, North Carolina; and

WHEREAS, for more than three decades Bishop Mickens has served as the Senior Pastor of Mt. Calvary Holy Church Family Worship Center located in the City of Concord, Cabarrus County, State of North Carolina; and

WHEREAS, his passion for serving others, strengthening families, uplifting communities and transforming lives has led him to serve outside our local community and State; and

WHEREAS, he has served with distinction in national leadership roles within the Mt. Calvary Holy Church of America in the positions of: North Carolina Piedmont Jurisdictional Overseer, North Carolina Piedmont Jurisdictional Bishop, Second Vice-Presiding Bishop and is currently serving as Jurisdictional Bishop for California and Florida; and

WHEREAS, these roles reflect a life of tireless work, devotion and selfless leadership to others;

NOW, THEREFORE, the Cabarrus County Board of Commissioners do hereby recognize Senior Pastor, Bishop Elvin Mickens, Sr., for his many years of dedicated service and congratulates him on his 70th birthday.

Adopted this 21st day of July, 2025.

Jeff Jones, Chairman
Cabarrus County Board of Commissioners

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Board of Commissioners - Resolution Amending the Board of Commissioners' 2025 Meeting Schedule - Cabarrus Summit

BRIEF SUMMARY:

Approval is requested to amend the Board's Resolution Amending the Cabarrus County Board of Commissioners' 2025 Meeting Schedule to reflect the Cabarrus Summit on July 16, 2025 will be held at Library and Active Living Center at Afton Ridge.

REQUESTED ACTION:

Recommended Motions:

Motion to suspend the Rules of Procedure.

Motion to approve the Resolution.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

On behalf of the Board of Commissioners

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Resolution



Resolution Amending the Cabarrus County Board of Commissioners' 2025 Meeting Schedule

WHEREAS, the agenda work sessions of the Cabarrus County Board of Commissioners will be held on the first Monday of each month at 5:00 p.m. in the Commissioners' Meeting Room at the Governmental Center; and

WHEREAS, the regular meetings of the Board of Commissioners will be held on the third Monday of each month at 6:00 p.m. in the Commissioners' Meeting Room at the Governmental Center; and

WHEREAS, the Cabarrus County Board of Commissioners' 2025 meetings may be conducted remotely in a virtual setting, as allowed by the Board's Remote Participation Policy; and

WHEREAS, the Martin Luther King, Jr. holiday requires a change in the regular meeting date in January 2025; and

WHEREAS, the President's Day holiday requires a change in the regular meeting date in February 2025; and

WHEREAS, the Easter holiday requires a change in the regular meeting date in April 2025;

WHEREAS, the Labor Day holiday requires a change in the agenda work session meeting date in September 2025; and

WHEREAS, the National Association of Counties (NACo) Conference requires a change in the work session meeting date in March 2025; and

NOW, THEREFORE, BE IT RESOLVED, the Cabarrus County Board of Commissioners, pursuant to North Carolina General Statute 153A-40(a), does hereby:

- (1) Establish the Board's agenda work session schedule to meet at 5:00 p.m. (unless noted otherwise) in the Commissioners' Meeting Room at the Governmental Center on the following dates:

January 6, 2025	July 7, 2025
February 3, 2025	August 4, 2025
March 10, 2025	September 2, 2025 (Tuesday)
April 7, 2025	October 6, 2025
May 5, 2025	November 3, 2025
June 2, 2025*	December 1, 2025

*Commissioners' Meeting Room at 5:30 p.m.

- (2) Establish the Board's regular meeting schedule to meet at 6:00 p.m. in the Commissioner's Meeting Room at the Governmental Center on the following dates:

January 21, 2025 (<i>Tuesday</i>)	July 21, 2025
February 18, 2025 (<i>Tuesday</i>)	August 18, 2025
March 17, 2025	September 15, 2025
April 22, 2025 (<i>Tuesday</i>)	October 20, 2025
May 19, 2025	November 17, 2025
June 16, 2025	December 15, 2025

- (3) Sets quarterly summits scheduled at 6:00 p.m. at the following locations:

January 15, 2025	Mt. Pleasant
April 16, 2025	Cabarrus Arena
July 16, 2025	Library and Active Living Center at Afton Ridge
October 15, 2025	TBD

- (4) The Board will hold a Budget Public Hearing at the June 2, 2025 Work Session meeting at 5:30 p.m. in the Commissioners Meeting Room at the Governmental Center; and
- (5) Sets a Board retreat, to be held at the Governmental Center in the Multipurpose Room on February 21 at 5:00 p.m. to continue February 22 at 8:00 a.m.; and
- (6) Sets the NACo Legislative Conference in Washington, DC, on March 1-4, 2025; and
- (7) Sets the NCACC County Assembly Day and Legislative Reception in Raleigh, North Carolina on June 10-11, 2025; and
- (8) Sets budget workshop meetings on April 15, 2025 and June 4, 2025 at 5:00 p.m. in the Multipurpose Room in the Governmental Center; and
- (9) Sets the NACo Annual Conference in Allegheny County, Pittsburgh, Pennsylvania on July 11 - 14, 2025; and
- (10) Sets the NCACC Annual Conference in Pitt County, North Carolina on August 20 - 23, 2025; and

BE IT FURTHER RESOLVED that any recessed, special or emergency meeting will be held as needed with proper notice as required by North Carolina General Statute 153A-40.

Adopted this the 7th day of July, 2025.

Jeff Jones, Chairman
Cabarrus County Board of Commissioners

Attest:

Sheila Bruce, Deputy Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Board of Commissioners - Resolution Amending the Board of Commissioners' 2025 Meeting Schedule - Work Session

BRIEF SUMMARY:

Amend the Resolution of the Cabarrus County Board of Commissioners' 2025 Meeting Schedule to reflect moving the agenda work session meetings back into the Multipurpose Room at the Governmental Center.

REQUESTED ACTION:

Recommended Motions:

Motion to approve the resolution.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Commissioner Kenneth Wortman

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

□ Resolution



**RESOLUTION
ESTABLISHING THE REGULAR MEETING SCHEDULE
FOR CALENDAR YEAR 2025**

WHEREAS, the agenda work sessions of the Cabarrus County Board of Commissioners will be held on the first Monday of each month at 5:00 p.m. in the Commissioners' Meeting Room at the Governmental Center for the months of January through July and in the Multipurpose Room at the Governmental Center August through December; and

WHEREAS, the regular meetings of the Board of Commissioners will be held on the third Monday of each month at 6:00 p.m. in the Commissioners' Meeting Room at the Governmental Center; and

WHEREAS, the Cabarrus County Board of Commissioners' 2025 meetings may be conducted remotely in a virtual setting, as allowed by the Board's Remote Participation Policy; and

WHEREAS, the Martin Luther King, Jr. holiday requires a change in the regular meeting date in January 2025; and

WHEREAS, the President's Day holiday requires a change in the regular meeting date in February 2025; and

WHEREAS, the Easter holiday requires a change in the regular meeting date in April 2025;

WHEREAS, the Labor Day holiday requires a change in the agenda work session meeting date in September 2025; and

WHEREAS, the National Association of Counties (NACo) Conference requires a change in the work session meeting date in March 2025; and

NOW, THEREFORE, BE IT RESOLVED, the Cabarrus County Board of Commissioners, pursuant to North Carolina General Statute 153A-40(a), does hereby:

- (1) Establish the Board's agenda work session schedule to meet at 5:00 p.m. (unless noted otherwise) in the Commissioners' Meeting Room at the Governmental Center on the following dates:

January 6, 2025	July 7, 2025
February 3, 2025	August 4, 2025
March 10, 2025	September 2, 2025 (Tuesday)
April 7, 2025	October 6, 2025
May 5, 2025	November 3, 2025
June 2, 2025*	December 1, 2025

*Commissioners' Meeting Room at 5:30 p.m.

- (2) Establish the Board's regular meeting schedule to meet at 6:00 p.m. in the Commissioner's Meeting Room at the Governmental Center on the following dates:

January 21, 2025 (<i>Tuesday</i>)	July 21, 2025
February 18, 2025 (<i>Tuesday</i>)	August 18, 2025
March 17, 2025	September 15, 2025
April 22, 2025 (<i>Tuesday</i>)	October 20, 2025
May 19, 2025	November 17, 2025
June 16, 2025	December 15, 2025

- (3) Sets quarterly summits scheduled at 6:00 p.m. at the following locations:

January 15, 2025	Mt. Pleasant
April 16, 2025	Cabarrus Arena
July 16, 2025	Library and Active Living Center at Afton Ridge
October 15, 2025	TBD

- (4) The Board will hold a Budget Public Hearing at the June 2, 2025 Work Session meeting at 5:30 p.m. in the Commissioners Meeting Room at the Governmental Center; and
- (5) Sets a Board retreat, to be held at the Governmental Center in the Multipurpose Room on February 21 at 5:00 p.m. to continue February 22 at 8:00 a.m.; and
- (6) Sets the NACo Legislative Conference in Washington, DC, on March 1-4, 2025; and
- (7) Sets the NCACC County Assembly Day and Legislative Reception in Raleigh, North Carolina on TBD; and
- (8) Sets budget workshop meetings on April 15, 2025 and June 5, 2025 at 5:00 p.m. in the Multipurpose Room in the Governmental Center; and
- (9) Sets the NACo Annual Conference in Allegheny County, Pittsburgh, Pennsylvania on July 11 - 14, 2025; and
- (10) Sets the NCACC Annual Conference in Pitt County, North Carolina on August 20 - 23, 2025; and

BE IT FURTHER RESOLVED that any recessed, special or emergency meeting will be held as needed with proper notice as required by North Carolina General Statute 153A-40.

Adopted this the 21st day of July, 2025.

Jeff Jones, Chairman
Board of Commissioners

Attest:

Sheila Bruce, Deputy Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Boards and Committees - Appointments - Cabarrus County Board of Equalization and Review

BRIEF SUMMARY:

Audy Dover holds Seat #2 on the Board of Equalization and Review whose term has expired.

It is recommended by the advisory board to reappoint Audy Dover to this seat.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to reappoint Audy Dover to Seat #2 on the Board of Equalization and Review, term expiring June 30, 2028; and to include any necessary exceptions to the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

3 Minutes

SUBMITTED BY:

On behalf of the Board of Commissioners

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Membership List
- Applications on File

Board of Equalization and Review

Name	Seat	Appointment	Term Expiration	Number of Terms	Number of Boards Serving
Board of Equalization and Review					
Bernard Felder	1	6/20/2022	6/30/2025	1	1
Audy R. Dover	2	6/20/2022	6/30/2025	7	1
Mike Wallace	3	6/16/2025	6/30/2026	1	1
Glen Tucker	4	6/17/2024	6/30/2027	5	1
Keith Troutman	5	6/19/2023	6/30/2026	4	1
William Ferris	Alternate	6/17/2024	6/30/2025		1

**Board of Equalization and Review
Applications on File
June 23, 2025**

Audy Dover~
Robbie Jones
Charles Paxton
Bernard Felder~
Jon Bradley
Mike Wallace
Kenneth Metcalf
Candice Johnson
Divina Jones

~ Current member.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Boards and Committees - Appointments - Cabarrus County Board of Equalization and Review

BRIEF SUMMARY:

Bernard Felder holds Seat #1 on the Board of Equalization and Review whose term has expired.

It is recommended by the advisory board to reappoint Bernard Felder to this seat.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to reappoint _____ to Seat #1 on the Board of Equalization and Review, term expiring June 30, 2028; and to include any necessary exceptions to the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

3 Minutes

SUBMITTED BY:

On behalf of the Board of Commissioners

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Membership List
- Applications on File

Board of Equalization and Review

Name	Seat	Appointment	Term Expiration	Number of Terms	Number of Boards Serving
Board of Equalization and Review					
Bernard Felder	1	6/20/2022	6/30/2025	1	1
Audy R. Dover	2	6/20/2022	6/30/2025	7	1
Mike Wallace	3	6/16/2025	6/30/2026	1	1
Glen Tucker	4	6/17/2024	6/30/2027	5	1
Keith Troutman	5	6/19/2023	6/30/2026	4	1
William Ferris	Alternate	6/17/2024	6/30/2025		1

**Board of Equalization and Review
Applications on File
June 23, 2025**

Audy Dover~
Robbie Jones
Charles Paxton
Bernard Felder~
Jon Bradley
Mike Wallace
Kenneth Metcalf
Candice Johnson
Divina Jones

~ Current member.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Boards and Committees - Removal and Appointment - Cabarrus County Board of Equalization and Review

BRIEF SUMMARY:

William Ferriss holds the Alternate seat on the Board of Equalization and Review. The term has expired, and he does not wish to continue at this time.

It is requested by the advisory board to appoint Robbie Jones to fill the Alternate seat. The term will end June 30, 2026.

REQUESTED ACTION:

Recommended Motions for the Regular Meeting:

Motion to remove William Ferriss from the alternate seat on the Board of Equalization and Review and thank him for his service.

Motion to appoint _____ to fill the Alternate seat on the Board of Equalization and Review, term expiring June 30, 2026; and to include any necessary exceptions to the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

On behalf of the Board of Commissioners

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Membership List
- Applications on File

Board of Equalization and Review

Name	Seat	Appointment	Term Expiration	Number of Terms	Number of Boards Serving
Board of Equalization and Review					
Bernard Felder	1	6/20/2022	6/30/2025	1	1
Audy R. Dover	2	6/20/2022	6/30/2025	7	1
Mike Wallace	3	6/16/2025	6/30/2026	1	1
Glen Tucker	4	6/17/2024	6/30/2027	5	1
Keith Troutman	5	6/19/2023	6/30/2026	4	1
William Ferris	Alternate	6/17/2024	6/30/2025		1

**Board of Equalization and Review
Applications on File
June 23, 2025**

Audy Dover~
Robbie Jones
Charles Paxton
Bernard Felder~
Jon Bradley
Mike Wallace
Kenneth Metcalf
Candice Johnson
Divina Jones

~ Current member.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Boards and Committees - Appointment - Library Board of Trustees

BRIEF SUMMARY:

Lori Clay holds the Midland (Southern Cabarrus County) Seat on the Library Board of Trustees; the term will expire July 31, 2025. The seat will need filled.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to appoint _____ to fill the Midland (Southern Cabarrus County) Seat on the Library Board of Trustees, term expiring July 31, 2028; and to include any necessary exceptions to the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

3 Minutes

SUBMITTED BY:

On behalf of the Board of Commissioners

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Membership List
- Qualified Applicant - Library - Midland (Southern Cab Co Seat)
- Applications on File

Library Board of Trustees – Membership List

Name	Seat	Appointment	Term Expiration	Number of Terms	Number of Boards Serving
Library Board of Trustees					
<i>Appointed by Concord City Council</i>					
Amy Burns	Concord	6/9/2022	6/30/2025	1	1
<i>Subject to Concurrence by Concord City Council</i>					
Rachel Porter	Concord	8/17/2020	8/31/2023	1	2
<i>Appointed by Town of Harrisburg</i>					
Juliane Hofmann	Harrisburg	10/21/2024	6/10/2027	1	1
Lori Clay	Midland (Southern Cabarrus Co.)	9/16/2024	7/31/2025		1
Kelly Stout	Kannapolis	9/16/2024	2/28/2027	1	1
Elizabeth Eaise	Kannapolis	9/16/2024	10/31/2024		1
Kathy Dums	Mount Pleasant	12/16/2024	9/30/2027	1	1



Boards and Committees Qualified Applicants

Library Board of Trustees	Seat/Position	Current Member	Qualified Applicant
1.	Midland	Lori Clay	Lori Clay Rebecca Chasteen Margart Houston Mike Tallent

Library Board of Trustees
Applications on File
June 23, 2025

Simon Wyant
Steve Grossman
Martin Ericson
Christine Barrier
Kenny Robinson
Barbara Strang
Jonathan Andrus
Hailey Page
Mike Tallent
Margaret Houston
Barbara Strang
James Bear
Emily Sneed
Michael Otlewski
Benjamin Taylor
Rebecca Chasteen
Lori Clay ~
Kristin Causey
Eliabeth Eaise
Leslie Cook
Wesley Agustin
Rachel Porter ~
Ian Freeze
Benjamin Taylor
James Polk

~ Current member.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Boards and Committees - Appointment - Nursing Home Community Advisory Committee

BRIEF SUMMARY:

Wendy Betts has completed all state program requirements and training and will be a great addition to the team.

It is requested by the advisory committee to appoint Wendy Betts to fill vacant seat #1 for a one-year term to expire July 31, 2026.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to appoint _____ to the Nursing Home Community Advisory Committee for a one-year term expiring July 31, 2026; and to include any necessary exceptions to the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

3 Minutes

SUBMITTED BY:

On behalf of the Board of Commissioners

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Training Status
- Membership List



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF AGING AND ADULT SERVICES
OFFICE OF THE STATE LONG-TERM CARE OMBUDSMAN

COMMUNITY ADVISORY COMMITTEE
ORIENTATION TRAINING STATUS

Applicant's Name: Wendy Betts

Quarter: Spring

Regional Ombudsman's Name: Rachel Kiel

Region: F County: Cabarrus

Date: June 6, 2025

County Committee: Adult Care Home Nursing Home Joint

Beginning Date of Orientation Training: April 22, 2025

Assigned Group: Group B

Week	Group A <input type="checkbox"/> Wednesday & Thursday 10:00 a.m. - 4:00 p.m.		Group B <input checked="" type="checkbox"/> Tuesday, Wednesday, Thursday 5:30 p.m. - 7:30 p.m.			Group C <input type="checkbox"/> Tuesday & Wednesday 10:00 a.m. - 4:00 p.m.		Group D <input type="checkbox"/> Tuesday 10:00 a.m. - Friday 4:00 p.m.		
	1	April 9, 2025	April 10, 2025	April 22, 2025	April 23, 2025	April 24, 2025	May 20, 2025	May 21, 2025	June 10, 2025	June 11, 2025
2	April 16, 2025	April 17, 2025	April 29, 2025	April 30, 2025	May 1, 2025	May 2, 2025	May 27, 2025	May 28, 2025	June 11, 2025	June 12, 2025
3			May 6, 2025	May 7, 2025	May 8, 2025				June 12, 2025	June 13, 2025

Applicants are expected to complete all of the Community Advisory Committee (CAC) Orientation training before being certified, designated, and appointed as a CAC volunteer/member. The training consists of three phases in the following order:

Phase I Independent Study	Phase II Field Work Orientation	Phase III Classroom Orientation
(7) hours of independent study/homework (independent, web-based, webinars)	(10 – 14) hours of facility visitation to speak with staff members and residents of the facilities you will be serving. At least half, (5 – 7) hours of Facility visitation must be completed prior to entering Phase III of training. All facility hours must be completed before the end of Phase III.	(16 – 20) hours of State Office classroom orientation <ol style="list-style-type: none">1. Modules 1 – 102. Depending on Group Schedule selections available, classes can run from 1 – 3 weeks.

As a CAC applicant, an attestation form was signed expressing orientation training must be completed within 90 days of application. Below is a summary of your application status. By signing this form, you are agreeing to perform your required duties as a CAC ombudsman volunteer and that you understand your responsibilities as a representative of the Long-Term Care Ombudsman's program. You are now ready for appointment by your local County Commissioners.

Summary: You have successfully completed the required 36-hours of CAC orientation training. Congratulations on becoming a CAC volunteer!

Application Status: Approved

CAC Applicant's Signature: Wendy Betts

DATE: 6/9/25

SLTCO Trainer's Signature: Shelia C. Ward

DATE: 6/9/2025

Updated: 4/24/2025

Nursing Home Community Advisory Committee

Name	Seat	Appointment	Term Expiration	Number of Terms	Number of Boards Serving
Nursing Home Community Advisory Committee					
Sandi Lane	1		9/18/2023	9/30/2026	3
Vacant #1	2				
Vacant #2	3				
Vacant #3	4				
Vacant #4	5				
Vacant #5	6				
Vacant #6	7				
Vacant #7	8				
Vacant #8	9				
Vacant #9	10				
Vacant #10	11				
Vacant #11	12				

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Boards and Committees - Appointment - Region F Aging Advisory Committee

BRIEF SUMMARY:

James Bernacki holds the Delegate #2 Seat on the Region F Aging Advisory Committee (a two-year term seat); the term has expired. The seat needs filled.

It is requested by the advisory committee reappoint Mr. Bernacki to fill the seat.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to appoint _____ to fill the Delegate #2 Seat on the Region F Aging Advisory Committee, term expiring June 30, 2027; and to include any necessary exceptions to the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

3 Minutes

SUBMITTED BY:

On behalf of the Board of Commissioners

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Membership List
- Applications on File

Region F Aging Advisory Committee

Name	Seat	Appointment	Term Expiration	Number of Terms	Number of Boards Serving
Region F Aging Advisory Committee					
Jean Chandler	Delegate #1	7/16/2024	6/30/2026	2	1
James Bernacki	Delegate #2	6/19/2023	6/30/2025	2	1
	Delegate #3				

**Region F Aging Advisory Committee
Applications on File
June 23, 2025**

James Bernacki~
Sandra Bernacki
Asha Rodriguez
Elisa Gregorich
Shayla Paylor
Sharon MacKinnon

~ Current Member.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Boards and Committees - Appointment - Tourism Authority

BRIEF SUMMARY:

DeVante' Watkins holds Seat #7, Hotelier, on the Tourism Authority; the term has expired. The seat needs filled.

It is recommended by the advisory council to reappoint DeVante' Watkins to the seat.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to appoint _____ to fill Seat #7, Hotelier, on the Tourism Authority, term expiring June 30, 2028; and to include any necessary exceptions to the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

3 Minutes

SUBMITTED BY:

On Behalf of the Board of Commissioners

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Membership List
- Qualified Applicant - Seat #7
- Applications on File

Tourism Authority

Membership List

Name	Seat	Appointment	Term Expiration	Number of Terms	Number of Boards Serving
Tourism Authority					
Devante' Watkins	Hotelier #7	3/20/2023	6/30/2025	1	1
Kenny Wortman	At-Large #1	2/18/2025	6/30/2026		
Nominated By Cabarrus County Tourism Authority					
Lloyd Payne	At-Large #5	6/17/2024	6/30/2027	1	1
Angela Brown	Hotelier #8	6/30/2022	6/30/2025	1	1
Greg Walter	Tourism Activist #2	6/19/2023	6/30/2026	2	1
Steve Steinbacher	Tourism Activist #10	6/19/2023	6/30/2026	2	1
Vinay Patel	Hotelier #11	6/17/2024	6/30/2027	2	1
Jay White	At-Large #12	6/20/2022	6/30/2025	2	2
Nominated By Cabarrus Regional Chamber of Commerce					
Melissa Ewart	Hotelier #6	6/17/2024	6/30/2027	1	1
James Ross	At-Large #9	11/21/2022	6/30/2025		1
Alison Paladino	At-Large #3	6/19/2023	6/30/2026	1	1



Boards and Committees Qualified Applicants

Tourism Authority	Seat/Position	Current Member	Qualified Applicant
1.	#7 – Hotelier (At-Large)	Devante' Watkins	Devante' Watkins Vinay Patel~ Melissa Ewert~

~Not available for appointment due to holding other seats on the Tourism Authority.

Cabarrus County Tourism Authority
Other Non-Qualified Applications on File
June 23, 2025

Angela Brown~
James Ross~
Jennifer Teague
Matthew Long
Bridget Fowler
David Conrad
Kenny Robinson
Emily Sneed
Holly Edwards
Vinay Patel~
Melissa Ewert~

~ Current Member.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Boards and Committees - Appointment - Tourism Authority

BRIEF SUMMARY:

Seat # 9 is an At-Large position that The Cabarrus Regional Chamber of Commerce has authority to fill. Seat #9, At-Large, is currently held by James Ross; the term has expired.

The Cabarrus Regional Chamber of Commerce recommends the reappointment of James Ross. The Tourism Authority agrees with the recommendation.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to appoint _____ to fill Seat #9, At-Large, on the Tourism Authority, term expiring June 30, 2028; and to include any necessary exceptions to the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

3 Minutes

SUBMITTED BY:

On Behalf of the Board of Commissioners

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Membership List
- Legislation

Tourism Authority – Membership List

Name	Seat	Appointment	Term Expiration	Number of Terms	Number of Boards Serving	Postal Location
Tourism Authority						
Devante' Watkins	Hotelier #7	3/20/2023	6/30/2025	1	1	Concord, NC
Kenny Wortman	At-Large #1	2/18/2025	6/30/2026			Concord, NC
Nominated By Cabarrus County Tourism Authority						
Lloyd Payne	At-Large #5	6/17/2024	6/30/2027	1	1	Concord, NC
Angela Brown	Hotelier #8	6/30/2022	6/30/2025	1	1	Concord, NC
Greg Walter	Tourism Activist #2	6/19/2023	6/30/2026	2	1	Charlotte, NC
Steve Steinbacher	Tourism Activist #10	6/19/2023	6/30/2026	2	1	Concord, NC
Vinay Patel	Hotelier #11	6/17/2024	6/30/2027	2	1	Charlotte, NC
Jay White	At-Large #12	6/20/2022	6/30/2025	2	2	Concord, NC
Nominated By Cabarrus Regional Chamber of Commerce						
Melissa Ewart	Hotelier #6	6/17/2024	6/30/2027	1	1	Charlotte, NC
James Ross	At-Large #9	11/21/2022	6/30/2025		1	Concord, NC
Alison Paladino	At-Large #3	6/19/2023	6/30/2026	1	1	Concord, NC

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2009

SENATE BILL 1357
RATIFIED BILL

AN ACT TO MODIFY THE CABARRUS COUNTY TOURISM AUTHORITY.

The General Assembly of North Carolina enacts:

SECTION 1. Section 2(a) of Chapter 658 of the 1989 Session Laws, as amended by Section 1 of Chapter 97 of the 1999 Session Laws, reads as rewritten:

"(a) Establishment and Membership. When the Cabarrus County Board of Commissioners adopts a resolution levying a room occupancy tax pursuant to this act, it shall establish and create the The Cabarrus County Tourism Authority is composed of nine 12 members, with seats on the Authority numbered one through nine, 12, all of whom shall be appointed by the board, Cabarrus County Board of Commissioners, selected as follows:

- (1) Seats 1, 4, and 7 shall be selected by the board at large and shall include, but not be limited to, at least one member of the board or the Cabarrus County Manager; Manager and shall include one hotelier.
- (2) Seats 2, 5, and 8 shall be appointed by the board from a list of at least three persons submitted by the Cabarrus County Tourism Authority; Authority and shall include one hotelier and at least one person currently active in the promotion of tourism in the county.
- (3) Seats 3, 6, and 9 shall be appointed by the board from a list of at least three persons submitted to the board by the Cabarrus Regional Chamber of Commerce; Commerce and shall include one hotelier.
- (4) Seats 10, 11, and 12 shall be appointed by the board from a list of persons submitted to the board by the Cabarrus County Tourism Authority and shall include one hotelier and at least one person currently active in the promotion of tourism in the county."

SECTION 2. Section 2(b) of Chapter 658 of the 1989 Session Laws, as amended by Section 1 of Chapter 97 of the 1999 Session Laws, reads as rewritten:

"(b) Terms of Office. Except as otherwise provided in the schedule set forth below, the term of office of each member of the Authority shall be three years. The terms shall be staggered so that after the initial members of the Authority are appointed, three four members are appointed each year, implemented as follows:

- (1) Seats 1, 2, and 3, and 10 shall be appointed initially for one year, and thereafter for three years; years.
- (2) Seats 4, 5, and 6, and 11 shall be appointed initially for two years, and thereafter for three years; and years.
- (3) Seats 7, 8, and 9, and 12 shall be appointed initially for three years, and thereafter for three years."

SECTION 3. Section 2 of Chapter 658 of the 1989 Session Laws, as amended by Section 1 of Chapter 97 of the 1999 Session Laws, is amended by adding a new subsection to read:

"(b1) When any vacancy occurs, the organization responsible for nominating members for full terms for the vacant seat shall submit a recommendation to the Cabarrus County Board of Commissioners."

SECTION 4. Section 2(c) of Chapter 658 of the 1989 Session Laws reads as rewritten:

"(c) Powers and Duties of the Authority. In addition to any other powers and duties of the Authority otherwise conferred by law, the Authority may contract with any person, firm, corporation, or agency to assist it in the promotion of travel and tourism and to carry out the



purposes identified in Section 1(e) of this act. The Authority may accept contributions from any source to be used for the purposes stated in Section 1(e) of this act.

On or before April 1 of each year after the levy of the tax authorized in this act, the Authority shall prepare an annual budget based upon anticipated revenues and shall submit the budget to the Cabarrus County Manager for processing and approval through the regular budget procedure of the County. The Authority shall make quarterly reports to the board detailing its revenues, expenditures, and activities. The County may audit the Authority's financial records upon reasonable notice to the Authority. ~~At the end of each fiscal year, any funds of the Authority not expended, obligated, or reserved, as approved by the County, shall be remitted to Cabarrus County for its use.~~

SECTION 5. This act is effective when it becomes law.

In the General Assembly read three times and ratified this the 9th day of July, 2010.

Walter H. Dalton
President of the Senate

Joe Hackney
Speaker of the House of Representatives

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Boards and Committees - Appointment - Tourism Authority

BRIEF SUMMARY:

The Cabarrus Tourism Authority nominated Seat, #8, Hotelier, is held by Angela Brown; the term has expired. The seat needs filled.

It is recommended by Cabarrus Tourism Authority upon their nomination and recommended by the advisory board to reappoint Angela Brown to the seat.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to appoint _____ to fill Seat #8, Hotelier, on the Tourism Authority, term expiring June 30, 2028; and to include any necessary exceptions to the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

3 Minutes

SUBMITTED BY:

On Behalf of the Board of Commissioners

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Membership List
- Legislation

Tourism Authority – Membership List

Name	Seat	Appointment	Term Expiration	Number of Terms	Number of Boards Serving	Postal Location
Tourism Authority						
Devante' Watkins	Hotelier #7	3/20/2023	6/30/2025	1	1	Concord, NC
Kenny Wortman	At-Large #1	2/18/2025	6/30/2026			Concord, NC
Nominated By Cabarrus County Tourism Authority						
Lloyd Payne	At-Large #5	6/17/2024	6/30/2027	1	1	Concord, NC
Angela Brown	Hotelier #8	6/30/2022	6/30/2025	1	1	Concord, NC
Greg Walter	Tourism Activist #2	6/19/2023	6/30/2026	2	1	Charlotte, NC
Steve Steinbacher	Tourism Activist #10	6/19/2023	6/30/2026	2	1	Concord, NC
Vinay Patel	Hotelier #11	6/17/2024	6/30/2027	2	1	Charlotte, NC
Jay White	At-Large #12	6/20/2022	6/30/2025	2	2	Concord, NC
Nominated By Cabarrus Regional Chamber of Commerce						
Melissa Ewart	Hotelier #6	6/17/2024	6/30/2027	1	1	Charlotte, NC
James Ross	At-Large #9	11/21/2022	6/30/2025		1	Concord, NC
Alison Paladino	At-Large #3	6/19/2023	6/30/2026	1	1	Concord, NC

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2009

SENATE BILL 1357
RATIFIED BILL

AN ACT TO MODIFY THE CABARRUS COUNTY TOURISM AUTHORITY.

The General Assembly of North Carolina enacts:

SECTION 1. Section 2(a) of Chapter 658 of the 1989 Session Laws, as amended by Section 1 of Chapter 97 of the 1999 Session Laws, reads as rewritten:

"(a) Establishment and Membership. When the Cabarrus County Board of Commissioners adopts a resolution levying a room occupancy tax pursuant to this act, it shall establish and create the The Cabarrus County Tourism Authority is composed of nine 12 members, with seats on the Authority numbered one through nine, 12, all of whom shall be appointed by the board, Cabarrus County Board of Commissioners, selected as follows:

- (1) Seats 1, 4, and 7 shall be selected by the board at large and shall include, but not be limited to, at least one member of the board or the Cabarrus County Manager; Manager and shall include one hotelier.
- (2) Seats 2, 5, and 8 shall be appointed by the board from a list of at least three persons submitted by the Cabarrus County Tourism Authority; Authority and shall include one hotelier and at least one person currently active in the promotion of tourism in the county.
- (3) Seats 3, 6, and 9 shall be appointed by the board from a list of at least three persons submitted to the board by the Cabarrus Regional Chamber of Commerce; Commerce and shall include one hotelier.
- (4) Seats 10, 11, and 12 shall be appointed by the board from a list of persons submitted to the board by the Cabarrus County Tourism Authority and shall include one hotelier and at least one person currently active in the promotion of tourism in the county."

SECTION 2. Section 2(b) of Chapter 658 of the 1989 Session Laws, as amended by Section 1 of Chapter 97 of the 1999 Session Laws, reads as rewritten:

"(b) Terms of Office. Except as otherwise provided in the schedule set forth below, the term of office of each member of the Authority shall be three years. The terms shall be staggered so that after the initial members of the Authority are appointed, three four members are appointed each year, implemented as follows:

- (1) Seats 1, 2, and 3, and 10 shall be appointed initially for one year, and thereafter for three years; years.
- (2) Seats 4, 5, and 6, and 11 shall be appointed initially for two years, and thereafter for three years; and years.
- (3) Seats 7, 8, and 9, and 12 shall be appointed initially for three years, and thereafter for three years."

SECTION 3. Section 2 of Chapter 658 of the 1989 Session Laws, as amended by Section 1 of Chapter 97 of the 1999 Session Laws, is amended by adding a new subsection to read:

"(b1) When any vacancy occurs, the organization responsible for nominating members for full terms for the vacant seat shall submit a recommendation to the Cabarrus County Board of Commissioners."

SECTION 4. Section 2(c) of Chapter 658 of the 1989 Session Laws reads as rewritten:

"(c) Powers and Duties of the Authority. In addition to any other powers and duties of the Authority otherwise conferred by law, the Authority may contract with any person, firm, corporation, or agency to assist it in the promotion of travel and tourism and to carry out the



purposes identified in Section 1(e) of this act. The Authority may accept contributions from any source to be used for the purposes stated in Section 1(e) of this act.

On or before April 1 of each year after the levy of the tax authorized in this act, the Authority shall prepare an annual budget based upon anticipated revenues and shall submit the budget to the Cabarrus County Manager for processing and approval through the regular budget procedure of the County. The Authority shall make quarterly reports to the board detailing its revenues, expenditures, and activities. The County may audit the Authority's financial records upon reasonable notice to the Authority. ~~At the end of each fiscal year, any funds of the Authority not expended, obligated, or reserved, as approved by the County, shall be remitted to Cabarrus County for its use.~~

SECTION 5. This act is effective when it becomes law.

In the General Assembly read three times and ratified this the 9th day of July, 2010.

Walter H. Dalton
President of the Senate

Joe Hackney
Speaker of the House of Representatives

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Boards and Committees - Removal and Appointment - Tourism Authority

BRIEF SUMMARY:

Seat #2 Tourism Activist is a position that Cabarrus County Tourism Authority has authority to fill. Seat #2 Tourism Activist is currently held by Greg Walter; he will not be continuing in this position. The term will expire June 30, 2026.

The Cabarrus County Tourism Authority recommends the appointment of Matthew Long to fill the unexpired term on this seat.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to remove Greg Walter from Seat #2 Tourism Activist on the Tourism Authority and thank him for his service.

Motion to appoint _____ to fill Seat #2 Tourism Activist on the Tourism Authority for the unexpired term; and to include any necessary exceptions to the Appointment Policy. The term will end June 30, 2026.

EXPECTED LENGTH OF PRESENTATION:

3 Minutes

SUBMITTED BY:

On behalf of the Board of Commissioners

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Membership List
- Legislation

Tourism Authority – Membership List

Name	Seat	Appointment	Term Expiration	Number of Terms	Number of Boards Serving	Postal Location
Tourism Authority						
Devante' Watkins	Hotelier #7	3/20/2023	6/30/2025	1	1	Concord, NC
Kenny Wortman	At-Large #1	2/18/2025	6/30/2026			Concord, NC
Nominated By Cabarrus County Tourism Authority						
Lloyd Payne	At-Large #5	6/17/2024	6/30/2027	1	1	Concord, NC
Angela Brown	Hotelier #8	6/30/2022	6/30/2025	1	1	Concord, NC
Greg Walter	Tourism Activist #2	6/19/2023	6/30/2026	2	1	Charlotte, NC
Steve Steinbacher	Tourism Activist #10	6/19/2023	6/30/2026	2	1	Concord, NC
Vinay Patel	Hotelier #11	6/17/2024	6/30/2027	2	1	Charlotte, NC
Jay White	At-Large #12	6/20/2022	6/30/2025	2	2	Concord, NC
Nominated By Cabarrus Regional Chamber of Commerce						
Melissa Ewart	Hotelier #6	6/17/2024	6/30/2027	1	1	Charlotte, NC
James Ross	At-Large #9	11/21/2022	6/30/2025		1	Concord, NC
Alison Paladino	At-Large #3	6/19/2023	6/30/2026	1	1	Concord, NC

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2009

SENATE BILL 1357
RATIFIED BILL

AN ACT TO MODIFY THE CABARRUS COUNTY TOURISM AUTHORITY.

The General Assembly of North Carolina enacts:

SECTION 1. Section 2(a) of Chapter 658 of the 1989 Session Laws, as amended by Section 1 of Chapter 97 of the 1999 Session Laws, reads as rewritten:

"(a) Establishment and Membership. When the Cabarrus County Board of Commissioners adopts a resolution levying a room occupancy tax pursuant to this act, it shall establish and create the The Cabarrus County Tourism Authority is composed of nine 12 members, with seats on the Authority numbered one through nine, 12, all of whom shall be appointed by the board, Cabarrus County Board of Commissioners, selected as follows:

- (1) Seats 1, 4, and 7 shall be selected by the board at large and shall include, but not be limited to, at least one member of the board or the Cabarrus County Manager; Manager and shall include one hotelier.
- (2) Seats 2, 5, and 8 shall be appointed by the board from a list of at least three persons submitted by the Cabarrus County Tourism Authority; Authority and shall include one hotelier and at least one person currently active in the promotion of tourism in the county.
- (3) Seats 3, 6, and 9 shall be appointed by the board from a list of at least three persons submitted to the board by the Cabarrus Regional Chamber of Commerce; Commerce and shall include one hotelier.
- (4) Seats 10, 11, and 12 shall be appointed by the board from a list of persons submitted to the board by the Cabarrus County Tourism Authority and shall include one hotelier and at least one person currently active in the promotion of tourism in the county."

SECTION 2. Section 2(b) of Chapter 658 of the 1989 Session Laws, as amended by Section 1 of Chapter 97 of the 1999 Session Laws, reads as rewritten:

"(b) Terms of Office. Except as otherwise provided in the schedule set forth below, the term of office of each member of the Authority shall be three years. The terms shall be staggered so that after the initial members of the Authority are appointed, three four members are appointed each year, implemented as follows:

- (1) Seats 1, 2, and 3, and 10 shall be appointed initially for one year, and thereafter for three years; years.
- (2) Seats 4, 5, and 6, and 11 shall be appointed initially for two years, and thereafter for three years; and years.
- (3) Seats 7, 8, and 9, and 12 shall be appointed initially for three years, and thereafter for three years."

SECTION 3. Section 2 of Chapter 658 of the 1989 Session Laws, as amended by Section 1 of Chapter 97 of the 1999 Session Laws, is amended by adding a new subsection to read:

"(b1) When any vacancy occurs, the organization responsible for nominating members for full terms for the vacant seat shall submit a recommendation to the Cabarrus County Board of Commissioners."

SECTION 4. Section 2(c) of Chapter 658 of the 1989 Session Laws reads as rewritten:

"(c) Powers and Duties of the Authority. In addition to any other powers and duties of the Authority otherwise conferred by law, the Authority may contract with any person, firm, corporation, or agency to assist it in the promotion of travel and tourism and to carry out the



purposes identified in Section 1(e) of this act. The Authority may accept contributions from any source to be used for the purposes stated in Section 1(e) of this act.

On or before April 1 of each year after the levy of the tax authorized in this act, the Authority shall prepare an annual budget based upon anticipated revenues and shall submit the budget to the Cabarrus County Manager for processing and approval through the regular budget procedure of the County. The Authority shall make quarterly reports to the board detailing its revenues, expenditures, and activities. The County may audit the Authority's financial records upon reasonable notice to the Authority. ~~At the end of each fiscal year, any funds of the Authority not expended, obligated, or reserved, as approved by the County, shall be remitted to Cabarrus County for its use.~~

SECTION 5. This act is effective when it becomes law.

In the General Assembly read three times and ratified this the 9th day of July, 2010.

Walter H. Dalton
President of the Senate

Joe Hackney
Speaker of the House of Representatives

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Boards and Committees - Removal and Appointment - Tourism Authority

BRIEF SUMMARY:

Seat #12 At-Large is a position that Cabarrus County Tourism Authority has authority to fill. Seat #12 At-Large is currently held by Jay White whose term has expired. The seat needs filled.

The Cabarrus County Tourism Authority recommends the appointment of Jennifer Teague to fill the seat.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to remove Jay White from Seat #12, At-Large, from the Tourism Authority and thank him for his service.

Motion to appoint _____ to fill Seat #12 At-Large on the Tourism Authority for a three-year term to expire June 30, 2028; and to include any necessary exceptions to the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

1 Minutes

SUBMITTED BY:

On Behalf of the Board of Commissioners

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Membership List
- Legislation

Tourism Authority – Membership List

Name	Seat	Appointment	Term Expiration	Number of Terms	Number of Boards Serving	Postal Location
Tourism Authority						
Devante' Watkins	Hotelier #7	3/20/2023	6/30/2025	1	1	Concord, NC
Kenny Wortman	At-Large #1	2/18/2025	6/30/2026			Concord, NC
Nominated By Cabarrus County Tourism Authority						
Lloyd Payne	At-Large #5	6/17/2024	6/30/2027	1	1	Concord, NC
Angela Brown	Hotelier #8	6/30/2022	6/30/2025	1	1	Concord, NC
Greg Walter	Tourism Activist #2	6/19/2023	6/30/2026	2	1	Charlotte, NC
Steve Steinbacher	Tourism Activist #10	6/19/2023	6/30/2026	2	1	Concord, NC
Vinay Patel	Hotelier #11	6/17/2024	6/30/2027	2	1	Charlotte, NC
Jay White	At-Large #12	6/20/2022	6/30/2025	2	2	Concord, NC
Nominated By Cabarrus Regional Chamber of Commerce						
Melissa Ewart	Hotelier #6	6/17/2024	6/30/2027	1	1	Charlotte, NC
James Ross	At-Large #9	11/21/2022	6/30/2025		1	Concord, NC
Alison Paladino	At-Large #3	6/19/2023	6/30/2026	1	1	Concord, NC

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2009

SENATE BILL 1357
RATIFIED BILL

AN ACT TO MODIFY THE CABARRUS COUNTY TOURISM AUTHORITY.

The General Assembly of North Carolina enacts:

SECTION 1. Section 2(a) of Chapter 658 of the 1989 Session Laws, as amended by Section 1 of Chapter 97 of the 1999 Session Laws, reads as rewritten:

"(a) Establishment and Membership. When the Cabarrus County Board of Commissioners adopts a resolution levying a room occupancy tax pursuant to this act, it shall establish and create the The Cabarrus County Tourism Authority is composed of nine 12 members, with seats on the Authority numbered one through nine, 12, all of whom shall be appointed by the board, Cabarrus County Board of Commissioners, selected as follows:

- (1) Seats 1, 4, and 7 shall be selected by the board at large and shall include, but not be limited to, at least one member of the board or the Cabarrus County Manager; Manager and shall include one hotelier.
- (2) Seats 2, 5, and 8 shall be appointed by the board from a list of at least three persons submitted by the Cabarrus County Tourism Authority; Authority and shall include one hotelier and at least one person currently active in the promotion of tourism in the county.
- (3) Seats 3, 6, and 9 shall be appointed by the board from a list of at least three persons submitted to the board by the Cabarrus Regional Chamber of Commerce; Commerce and shall include one hotelier.
- (4) Seats 10, 11, and 12 shall be appointed by the board from a list of persons submitted to the board by the Cabarrus County Tourism Authority and shall include one hotelier and at least one person currently active in the promotion of tourism in the county."

SECTION 2. Section 2(b) of Chapter 658 of the 1989 Session Laws, as amended by Section 1 of Chapter 97 of the 1999 Session Laws, reads as rewritten:

"(b) Terms of Office. Except as otherwise provided in the schedule set forth below, the term of office of each member of the Authority shall be three years. The terms shall be staggered so that after the initial members of the Authority are appointed, three four members are appointed each year, implemented as follows:

- (1) Seats 1, 2, and 3, and 10 shall be appointed initially for one year, and thereafter for three years; years.
- (2) Seats 4, 5, and 6, and 11 shall be appointed initially for two years, and thereafter for three years; and years.
- (3) Seats 7, 8, and 9, and 12 shall be appointed initially for three years, and thereafter for three years."

SECTION 3. Section 2 of Chapter 658 of the 1989 Session Laws, as amended by Section 1 of Chapter 97 of the 1999 Session Laws, is amended by adding a new subsection to read:

"(b1) When any vacancy occurs, the organization responsible for nominating members for full terms for the vacant seat shall submit a recommendation to the Cabarrus County Board of Commissioners."

SECTION 4. Section 2(c) of Chapter 658 of the 1989 Session Laws reads as rewritten:

"(c) Powers and Duties of the Authority. In addition to any other powers and duties of the Authority otherwise conferred by law, the Authority may contract with any person, firm, corporation, or agency to assist it in the promotion of travel and tourism and to carry out the



purposes identified in Section 1(e) of this act. The Authority may accept contributions from any source to be used for the purposes stated in Section 1(e) of this act.

On or before April 1 of each year after the levy of the tax authorized in this act, the Authority shall prepare an annual budget based upon anticipated revenues and shall submit the budget to the Cabarrus County Manager for processing and approval through the regular budget procedure of the County. The Authority shall make quarterly reports to the board detailing its revenues, expenditures, and activities. The County may audit the Authority's financial records upon reasonable notice to the Authority. ~~At the end of each fiscal year, any funds of the Authority not expended, obligated, or reserved, as approved by the County, shall be remitted to Cabarrus County for its use.~~

SECTION 5. This act is effective when it becomes law.

In the General Assembly read three times and ratified this the 9th day of July, 2010.

Walter H. Dalton
President of the Senate

Joe Hackney
Speaker of the House of Representatives



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Boards and Committees - Appointment - Transportation Advisory Board

BRIEF SUMMARY:

Judy Coble holds the LIFE Center seat on the Transportation Advisory Board; the term has expired. The seat needs filled.

It is recommended by the advisory board to reappoint Judy Coble to this seat.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to appoint _____ to fill the LIFE Center seat on the Transportation Advisory Board, term expiring June 30, 2028; and to include any necessary exceptions to the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

3 Minutes

SUBMITTED BY:

On Behalf of the Board of Commissioners

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Membership List
- Qualified Applicant - LIFE Center Seat
- Applications on File

Transportation Advisory Board – Membership List

Name	Seat	Appointment	Term Expiration	Number of Terms	Number of Boards Serving
Transportation Advisory Board					
Tony Lapish	Citizen Advocate/Retired	6/17/2024	6/30/2027	1	2
Charles Hendrix	Citizen Advocate/ADA	6/19/2023	6/30/2026	4	1
Art Whittaker	County Schools	6/17/2024	6/30/2027	4	1
Leticia Loadholt	Human Services DSS	6/19/2023	6/30/2026	1	1
Mitchell Burris	Law Enforcement	6/17/2024	6/30/2027	4	1
	Hispanic Community				
Tammy Bare	Human Services Aging	6/17/2024	6/30/2027	1	2
	Midland Area				
Skip Kraft	Vocational/Sheltered Workshops	6/17/2024	6/30/2027	4	1
Megan Shuping	Cab. Health Alliance Healthy Cabarrus	7/18/2022	6/30/2025	2	1
Ann Benfield	Head Start	6/17/2024	6/30/2027	4	2
	NC Mental Health				
Judy Coble	LIFE Center	6/20/2022	6/30/2025	4	1
Kara Clark	Cabarrus EMS	6/19/2023	6/30/2026	1	2
	Social Work (Blind)				
Jon Bradley	County Safety Manager	Perpetual			1
James Polk	Citizen Advocate/Aging	6/10/2023	6/30/2026	4	1
	Local Clergy				



Boards and Committees Qualified Applicants

Transportation Adv. Brd.	Seat/Position	Current Member	Qualified Applicant
1.	Cab. Health Alliance Healthy Cabarrus	Megan Shuping	Alicia Primus
2.	LIFE Center	Judy Coble	Judy Coble
3.	Cabarrus Safety Manager	Jon Bradley	Jon Bradley

**Transportation Advisory Board
Applications on File
June 23, 2025**

~Current member.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Boards and Committees - Appointment - Transportation Advisory Board

BRIEF SUMMARY:

Jon Bradley holds the County Safety Manager seat on the Transportation Advisory Board; the term has expired. The seat needs filled.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to appoint _____ to fill the County Safety Manager seat on the Transportation Advisory Board, term expiring June 30, 2028; and to include any necessary exceptions to the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

3 Minutes

SUBMITTED BY:

On Behalf of the Board of Commissioners

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Membership List
- Qualified Applicant - Cabarrus Safety Manager Seat
- Applications on File

Transportation Advisory Board – Membership List

Name	Seat	Appointment	Term Expiration	Number of Terms	Number of Boards Serving
Transportation Advisory Board					
Tony Lapish	Citizen Advocate/Retired	6/17/2024	6/30/2027	1	2
Charles Hendrix	Citizen Advocate/ADA	6/19/2023	6/30/2026	4	1
Art Whittaker	County Schools	6/17/2024	6/30/2027	4	1
Leticia Loadholt	Human Services DSS	6/19/2023	6/30/2026	1	1
Mitchell Burris	Law Enforcement	6/17/2024	6/30/2027	4	1
	Hispanic Community				
Tammy Bare	Human Services Aging	6/17/2024	6/30/2027	1	2
	Midland Area				
Skip Kraft	Vocational/Sheltered Workshops	6/17/2024	6/30/2027	4	1
Megan Shuping	Cab. Health Alliance Healthy Cabarrus	7/18/2022	6/30/2025	2	1
Ann Benfield	Head Start	6/17/2024	6/30/2027	4	2
	NC Mental Health				
Judy Coble	LIFE Center	6/20/2022	6/30/2025	4	1
Kara Clark	Cabarrus EMS	6/19/2023	6/30/2026	1	2
	Social Work (Blind)				
Jon Bradley	County Safety Manager	Perpetual			1
James Polk	Citizen Advocate/Aging	6/10/2023	6/30/2026	4	1
	Local Clergy				



Boards and Committees Qualified Applicants

Transportation Adv. Brd.	Seat/Position	Current Member	Qualified Applicant
1.	Cab. Health Alliance Healthy Cabarrus	Megan Shuping	Alicia Primus
2.	LIFE Center	Judy Coble	Judy Coble
3.	Cabarrus Safety Manager	Jon Bradley	Jon Bradley

**Transportation Advisory Board
Applications on File
June 23, 2025**

~Current member.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Boards and Committees - Removal and Appointment - Transportation Advisory Board

BRIEF SUMMARY:

Megan Shuping holds the Cabarrus Health Alliance Healthy Cabarrus seat on the Transportation Advisory Board; the term has expired. Ms. Shuping does not wish to be reappointed at this time. The seat will need filled.

It is requested by the advisory board to appoint Alicia Primus to fill the seat.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to remove Megan Shuping from the Cabarrus Health Alliance Healthy Cabarrus Seat on the Transportation Advisory Board and thank her for her service.

Motion to appoint _____ to fill the Cabarrus Health Alliance Healthy Cabarrus seat on the Transportation Advisory Board, term expiring June 30, 2028; and to include any necessary exceptions to the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

3 Minutes

SUBMITTED BY:

On Behalf of the Board of Commissioners

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Membership List
- Qualified Applicant - Cabarrus Health Alliance Healthy Cabarrus Seat - Transportation
- Applications on File

Transportation Advisory Board – Membership List

Name	Seat	Appointment	Term Expiration	Number of Terms	Number of Boards Serving
Transportation Advisory Board					
Tony Lapish	Citizen Advocate/Retired	6/17/2024	6/30/2027	1	2
Charles Hendrix	Citizen Advocate/ADA	6/19/2023	6/30/2026	4	1
Art Whittaker	County Schools	6/17/2024	6/30/2027	4	1
Leticia Loadholt	Human Services DSS	6/19/2023	6/30/2026	1	1
Mitchell Burris	Law Enforcement	6/17/2024	6/30/2027	4	1
	Hispanic Community				
Tammy Bare	Human Services Aging	6/17/2024	6/30/2027	1	2
	Midland Area				
Skip Kraft	Vocational/Sheltered Workshops	6/17/2024	6/30/2027	4	1
Megan Shuping	Cab. Health Alliance Healthy Cabarrus	7/18/2022	6/30/2025	2	1
Ann Benfield	Head Start	6/17/2024	6/30/2027	4	2
	NC Mental Health				
Judy Coble	LIFE Center	6/20/2022	6/30/2025	4	1
Kara Clark	Cabarrus EMS	6/19/2023	6/30/2026	1	2
	Social Work (Blind)				
Jon Bradley	County Safety Manager	Perpetual			1
James Polk	Citizen Advocate/Aging	6/10/2023	6/30/2026	4	1
	Local Clergy				



Boards and Committees Qualified Applicants

Transportation Adv. Brd.	Seat/Position	Current Member	Qualified Applicant
1.	Cab. Health Alliance Healthy Cabarrus	Megan Shuping	Alicia Primus
2.	LIFE Center	Judy Coble	Judy Coble
3.	Cabarrus Safety Manager	Jon Bradley	Jon Bradley

**Transportation Advisory Board
Applications on File
June 23, 2025**

~Current member.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 7, 2025
5:00 PM**

AGENDA CATEGORY:

Approval of Regular Meeting Agenda

SUBJECT:

BOC - Approval of Regular Meeting Agenda

BRIEF SUMMARY:

The proposed agenda for the July 21, 2025 regular meeting is attached.

REQUESTED ACTION:

Recommended Motion:

Motion to approve the agenda for the July 21, 2025 regular meeting as presented.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Deputy Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Proposed July 21, 2025 Regular Meeting Agenda

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**July 21, 2025
6:00 PM**

MISSION STATEMENT

THROUGH VISIONARY LEADERSHIP AND GOOD STEWARDSHIP, WE WILL ADMINISTER STATE REQUIREMENTS, ENSURE PUBLIC SAFETY, DETERMINE COUNTY NEEDS, AND PROVIDE SERVICES THAT CONTINUALLY ENHANCE QUALITY OF LIFE

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

INVOCATION

- A. APPROVAL OF THE AGENDA**
- B. RECOGNITIONS AND PRESENTATIONS**
 - 1. Recognition - Cooperative Extension
- C. INFORMAL PUBLIC COMMENTS**
- D. OLD BUSINESS**
- E. CONSENT AGENDA**

(Items listed under consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the Board.)

- 1. Active Living and Parks - North Carolina Amateur Sports (NCAS) Youth Sports Grant
- 2. Board of Commissioners - Economic Development Grant Program Policy
- 3. Board of Commissioners - Proclamation
- 4. Board of Commissioners - Resolution Amending the Board of Commissioners' 2025 Meeting Schedule
- 5. Board of Commissioners - Resolution to Hold Board of Commissioners Agenda Work Session Meetings in the Multipurpose Room at the Governmental Center

6. Boards and Committees - Appointments - Cabarrus County Board of Equalization and Review
7. Boards and Committees - Appointments - Cabarrus County Board of Equalization and Review
8. Boards and Committees - Removal and Appointment - Cabarrus County Board of Equalization and Review
9. Boards and Committees - Appointment - Library Board of Trustees
10. Boards and Committees - Appointment - Nursing Home Community Advisory Committee
11. Boards and Committees - Appointment - Region F Aging Advisory Committee
12. Boards and Committees - Appointment - Tourism Authority
13. Boards and Committees - Appointment - Tourism Authority
14. Boards and Committees - Appointment - Tourism Authority
15. Boards and Committees - Removal and Appointment - Tourism Authority
16. Boards and Committees - Removal and Appointment - Tourism Authority
17. Boards and Committees - Appointment - Transportation Advisory Board
18. Boards and Committees - Appointment - Transportation Advisory Board
19. Boards and Committees - Removal and Appointment - Transportation Advisory Board
20. Facilities Design and Construction - Progress Place Renovation Construction Manager at Risk Selection and Pre-Construction Services Contract
21. Finance - Lottery Proceeds
22. Finance - Reimbursement Resolutions
23. Legal - Tentative Sandoz Opioid Settlement
24. Sheriff's Office - Acceptance of Highland Canine Connect Grant
25. Sheriff's Office - Awarding of Service Weapon to Captain Chris Measimer Upon His Retirement
26. Social Services - Energy Programs Outreach Plan
27. Tax Administration - Tax Collector's Annual Settlement and Order Authorizing Collection of FY 2025-2026 Taxes
28. Tax Administration - Refund and Release Reports – June 2025

F. NEW BUSINESS

1. County Manager - FY 2026 Economic Development Additional Allocation - Public Hearing 6:00 p.m.

G. REPORTS

1. BOC - Receive Updates From Commission Members Who Serve As Liaisons To Municipalities Or On Various Boards/Committees
2. BOC - Request for Applications for County Boards/Committees
3. Budget - Monthly Budget Amendment Report
4. Budget - Monthly Financial Update

5. Communications and Outreach - Monthly Summary Report
6. County Manager - Monthly Building Activity Reports
7. EDC - June 2025 Monthly Summary Report
8. Super Cab Co - Monthly Report

H. GENERAL COMMENTS BY BOARD MEMBERS

I. WATER AND SEWER DISTRICT OF CABARRUS COUNTY

J. CLOSED SESSION

K. ADJOURN

In accordance with ADA regulations, anyone who needs an accommodation to participate in the meeting should notify the ADA Coordinator at 704-920-2100 at least forty-eight (48) hours prior to the meeting.