CHATHAM COUNTY

THIS AGREEMENT FOR SERVICES (this "Agreement"), made and entered into this ____ day of January, 2018, by and between Chatham County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as the "County"), and O'Brien/Atkins Associates, PA, (hereinafter referred to as "Contractor").

WHEREAS, Contractor, has agreed to provide services in a professional manner in accordance with the standards of Contractor's industry and as hereinafter set forth; and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

- 1. <u>Term of Agreement</u>: The initial term of this Agreement commenced on **February 1, 2018** and shall end on or before **August 30, 2018**.
- 2. <u>Scope of Service</u>: The Contractor shall provide to the County the Services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1, which is incorporated herein and made an integral part of the Agreement.
- 3. <u>Compensation</u>: As compensation for the services to be provided by Contractor, the County shall pay the Contractor the amount <u>\$171,231.00</u>, <u>plus documented expenses not to exceed \$2,500.00 for reimbursables</u> payable within thirty (30) days from receipt of invoice, or as otherwise set forth in Appendix 1.
 - There is an add alternate in the amount of \$5,000.00 (\$4,800.00 for service + \$200.00 for reimbursables) to add the Chatham County Schools to the project should they choose to be involved.
- 4. <u>Insurance</u>: Contractor shall maintain insurance policies at all times with minimum limits as follows:

Coverage

Worker's Compensation Statutory Limits

General/Professional Liability

\$100,000 bodily injury per person (BI) \$500,000 bodily injury per occurrence (BI) \$100,000 property damage (PD)

Automobile Liability

\$250,000 bodily injury per person (BI) \$100,000 property damage (PD) or

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractor shall furnish Certificates of Insurance to the County, naming the County as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the

County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

- 5. <u>Confidentiality</u>: All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than the County or its designated legal counsel, accountants or practice management consultants any information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.
- 6. <u>Status of Parties</u>: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.
- 7. <u>Assignment and Subcontracting</u>: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.
- 8. <u>Binding Effect</u>: This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.
- 9. <u>Notices</u>: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Chatham County
Attn: County Manager
Post Office Box 1809
Pittsboro, North Carolina 27312

O'Brien/Atkins Associates, PA Attn: Kevin G. Montgomery, FAIA PO Box 12037 Research Triangle Park, NC 27709

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

- 10. <u>Governing Law</u>: This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
- 11. <u>Modifications</u>: This Agreement may be amended or modified by the mutual written consent of the parties. A modification is not enforceable against the County unless it is signed by the County Manager, Purchasing Agent, or other duly authorized official.
- 12. <u>Entire Agreement</u>: This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.
- 13. <u>Waiver</u>: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.
- 14. <u>Termination</u>: This Agreement may be terminated as follows:

- (i) <u>Cause:</u> If the services provided by the Contractor under this Agreement are determined to be unsatisfactory or unacceptable, as determined by the County Manager, this Agreement may be terminated by the County for default. Grounds for termination for default shall include, but not be limited to:
 - (a) Failure to respond to all reasonable requests from the County to provide services covered by this Agreement.
 - (b) Failure to maintain equipment in accordance with the requirements of this Agreement and with all laws.
 - (c) Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Caroline General Statute or failure to comply with any statutory requirement within the formal bid request, as provided in the bid packet, incorporated herein by reference.
 - (d) Lack of proper insurance as required under this Agreement.
 - (e) Charging rates or fees in excess of those provided in this Agreement.
 - (f) Inefficient, or unsafe practices in providing services.
 - g) Other actions which impact unfavorably on the faithful performance of this Agreement.
- (ii) <u>Convenience:</u> The County reserves the right to terminate this Agreement upon thirty (30) days written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provisions of this Agreement. In the event of such termination the County shall pay the Contractor those costs directly attributable to services received by the County in compliance with the Agreement prior termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the Contractor's normal course of doing business. The County is not liable for loss of any profits anticipated to be made hereunder, nor for any special, consequential or similar damage.
- 15. <u>Annual Appropriations and Funding</u>. This Agreement is subject to the annual appropriation of funds by the Chatham County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all service satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.
- 16. <u>Hold Harmless</u>: Contractor agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the provision of service under this Agreement.
- 17. <u>County Policy</u>: The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

(The remainder of this page intentionally left blank)

- 18. <u>E-Verify</u>: Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). Prior to providing any services hereunder, Contractor and Contractor's subcontractors, if any, are subject to the provisions of N.C. Gen. Stats. §64-26(a). Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.
- 19. <u>Iran Divestment Act</u>: Contractor hereby certifies that Contractor, an all subcontractors, are not on the Iran Divestment List (the "List") created by the North Carolina State Treasurer pursuant to N.C.G.S § 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.
- 20. <u>Requirement to Recycle Certain Electronic Equipment:</u> If applicable, Contractor's failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Caroline General Statute or failure to comply with any statutory requirement within the formal bid request, as provided in the bid packet, incorporated herein by reference, shall be grounds for immediate termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Vicki McConnell, Finance Director

Chatham County:

Renee Paschal, County Manager

Contractor

Movin G. Montgomory

Klevin G. Montgomery, FAIA

President & COO O'Brien/Atkins Associates, PA

PO Box 12037

Research Triangle Park, NC 27709

Phone: 919-941-9000

Email: thillhouse@obrienatkins.com

APPENDIX 1

SCOPE OF WORK

PROJECT NAME: Chatham County Downtown Pittsboro Master Plans

SCOPE OF SERVICE: Design services in association with developing master plans in accordance with the attached scope.

TOTAL COSTS: which includes all Reimbursables. \$171,231, plus documented expenses not to exceed \$2,500

COMPLETION DATE: August 30, 2018

January 29, 2018

O'BRIEN ATKINS

Mr. Brian Stevens Facilities & Construction Director Chatham County, NC

Dear Mr. Stevens:

O'Brien Atkins Associates is pleased to present this fee proposal for providing professional architecture and engineering services Chatham County Government Center and Park. Our proposal has been organized into the following sections:

- 1. Scope of Project
- 2. Proposed Scope of Services
- 3. Deliverables
- 4. Proposed Schedule
- 5. Proposed Team
- 6. Clarifications
- 7. Proposed Fees
- 8. Invoicing & Payments

1. Scope of Project

This master plan will project the growth of several governmental departments of Chatham County for the next 10-20-30 years. We will identify their space needs and use that information to look at three (3) options for the layout and utilization of the existing site between the historic courthouse and the new courthouse. The site utilization will include a park, parking and buildings to support the county growth.

2. Proposed Scope of Services

O'Brien Atkins proposes the following scope of Basic Services to meet the intent of this project.

- Prepare 10 year, 20 year and 30 year growth projections and space needs for the following 11 departments:
 - o County Managers office
 - Finance
 - o Tax
 - o Register of Deeds
 - o Planning
 - o Central Permitting
 - o Environmental Quality
 - o Environmental Health



- o Parks and Recreation
- o Board of Elections
- Health Admin & Promotion
- To be studied as an Add Alternate If they decide to be included
 - School Administration
- Prepare and issue survey of current and future space needs
- Participate in community Design Charrette to get the public input into their vision and needs
- Present findings to the Chatham County Board of Commissioners
- Present findings to the Town of Pittsboro

3. Deliverables

- 1. Three options or master plans showing the possible utilization of the site for the new Chatham County Government Center and Park
 - a. Location and possible size of new building(s)
 - b. Concept for a park connecting the Historic Courthouse and the New Courthouse.
 - c. Parking options including possible parking deck strategies
- 2. Phasing plan showing temporary relocation of affected departments
- 3. Planning level study of the traffic conditions on surrounding roadways
 - a. Review of impact of the three identified options
 - b. Review the on-site vehicular circulations of the three options
 - c. Provide a parking assessment of the three options
 - d. Identify possible roadway and pedestrian improvements based on the three options
- 4. Master plan document
 - a. Describe the departmental growth and space needs for the next 10-20-30 years
 - b. Narrative for possible Mechanical and Electrical systems in new building
 - c. Identify the regulatory restraints pertaining to storm water management and site utilities
 - d. Planning level study of the traffic conditions on surrounding roadways
 - e. Review of impact of the three identified options
 - f. Review the on site vehicular circulations of the three options
 - g. Provide a parking assessment of the three options
 - h. Identify possible roadway and pedestrian improvements based on the three options
 - i. LEED Checklist and Narrative
 - Provide an estimate of the three concepts with enough detail to assist in preparing a line item for the Capital Improvement Plan



4. Proposed Schedule

We anticipate beginning the project on February 5, 2018 and completing by July 30, 2018.

5. Proposed Team

O'Brien/Atkins proposes the following team for this project:

Basic Services:

O'Brien Atkins will provide the following Master plan services: Project management, Landscape & Planning, Architectural Design, Interior Design, MEP engineering, and Fire Protection design.

Supplemental Services will be provided by the following Design Team Consultants:

CLH – Civil Design
Ramey Kemp – Traffic Studies
Stewart Mulford – Cost Estimating
Solutions For Local Government – County Growth and space needs

6. Clarifications

- Site survey is not included in this proposal
- Site Environmental study is not included in this proposal



Proposed Fees

O'Brien Atkins proposes to provide the Scope of Design Services outlined in this proposal. A summary of the fee by phase is as follows:

Basic Services	
Programming	\$28,674
Conceptual Design	\$40,932
Documentation	\$56,635
	\$126,241.00

Supplemental Services	
Programming	\$5,082
Conceptual Design	\$30,679
Documentation	\$9,229
	\$44,990.00

The total fee is *One Hundred and Seventy-One Thousand Two Hundred and Thirty-One Dollars* (\$171,231.00). Direct reimbursable expenses will be invoiced separately at actual cost, above and beyond the stipulated fee. Reimbursable expenses include printing, air travel, rental car, hotel, meals, mileage, parking fees and overnight/express mailing. The projected amount for direct reimbursable expenses is *Two Thousand Five Hundred Dollars* (\$2,500.00).

To add the School Administration to the scope it will add *Four Thousand Eight Hundred* (\$4800.00) and the Projected add to the Expenses would be *Two Hundred dollars* (\$200.00)

7. Invoicing and Payments

O'Brien Atkins will invoice Chatham on a monthly percent complete basis for design services performed and reimbursable expenses incurred the previous month. Payments are due within thirty (30) days of receipt of invoices



Closing

O'Brien Atkins appreciates the opportunity to work with Chatham County on the Chatham County Government Center and Park Master Plan and looks forward to successfully delivering this exciting project.

Sincerely,

OBRIENATKINS ASSOCIATES, PA

Timothy Hillhouse, AIA, LEED AP Project Manager/Project Architect

cc: John L. Atkins III, FAIA, LEED AP

Rita Whitfield

Kevin G. Montgomery, FAIA, LEED AP BD+C



CERTIFICATE OF LIABILITY INSURANCE

OBRIE-1

OP ID: CH

2,000,000

DATE (MM/DD/YYYY)

01/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Insurance Services, Inc. P. O. Box 13687 RTP, NC 27709 Cathy N. Hall		CONTACT First Insurance Services							
		PHONE (A/C, No, Ext): 919-941-0549	FAX (A/C, No): 919	-941-0135					
		E-MAIL ADDRESS:							
			INSURER(S) AFFORDING CO	VERAGE	NAIC #				
			INSURER A: Hartford Fire Insurance	19682					
INSURED	O'Brien Atkins Asso Box 12037	c	INSURER B : Hartford Ins Co of the M	idwest	37478				
	Rtp, NC 27709		INSURER C :						
			INSURER D :						
			INSURER E :						
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COVERA	GES	CERTIFICATE NUMBER:	REVIS	ION NUMBER:					

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		Business Owners	_					MED EXP (Any one person)	\$	10,000
			_					PERSONAL & ADV INJURY	\$	1,000,000
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22WBCTJ2353 ANY PROPRIETOR/PARTNER/EXECUTIVE 05/01/2017 05/01/2018 1,000,000 E.L. EACH ACCIDENT OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Chatham County Master Plan Project.

CERTIFICATE HOLDER

POLICY X

XXXXXX1

CANCELLATION

Brian Stevens Facilities & Construction Director Box 910

Pittsboro, NC 27312

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cathy n. Hall

PRODUCTS - COMP/OP AGG | \$

Client#: 292090 800BRIEATK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

С	ertificate holder in lieu of such endo	rseme	ent(s)								
PRODUCER						CT Cyndy					
	&T Insurance Services, Inc	PHONE (A/C, No, Ext): 336 547-2137 FAX (A/C, No): 8888318409									
	18 West Friendly Ave.,				E-MAIL ADDRESS: ccagle@bbandt.com						
0.0000000000000000000000000000000000000	. 400						INSURER(S) A	FFORDING COVERAGE	0.7600000000000000000000000000000000000	NAIC #	
Gr	eensboro, NC 27410				INSURE	RA: XL Specialt	y Insurance Compan	у		37885	
INS	IRED				INSURE	RB:					
	OBrien Atkins Associate	SPA			INSURE	RC:					
	PO Box 12037				INSURER D:						
	5001 South Miami Blvd				INSURE	RE:					
	Durham, NC 27709				INSURE	RF:					
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	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$		
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	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$		
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CER	TIFICATE HOLDER				CANC	ELLATION					
					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE						
	Chatham County Facilities &					EXPIRATION	DATE THE	REOF, NOTICE WILL BE			

Construction Director Brian Stevens P.O. Box 910

Pittsboro, NC 27312

AUTHORIZED REPRESENTATIVE

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