



SUGGESTED AGENDA
Regular Meeting in the
Armory Civic Center
501 US Hwy 158 Business E., Warrenton, NC

6:00 PM
March 4, 2024

Call to Order Regular Meeting – Chairman or Designee
Moment of Silence, Prayer & Pledge

Regular Meeting Agenda

1. ADOPT SUGGESTED AGENDA

Conflict of Interest Disclosure Statement

“Members of the Warren County Board of Commissioners are advised, hereby, of their duty under the State Government Ethics Act to avoid conflicts of interest and the appearance of such conflict; and, further, are instructed to refrain from participating in any matter coming before this Board of County Commissioners with respect to which there is a conflict of interest or appearance of such conflict”.

- In accordance with the State Government Ethics Act, it is the duty of every Board member to avoid both conflicts of interest and appearances of conflict.
- Does any Board member have any known conflict of interest or appearance of conflict with respect to any matter coming before this Board today?
- If so, please identify the conflict and refrain from any undue participation in the particular matter involved.

2. PUBLIC HEARING

Notice is hereby served that the Warren County Board of Commissioners will hold a public hearing on Monday, March 4th, 2024 at 6:00 PM in the Warren County Armory Civic Center (501 US Highway 158 Business E. Warrenton, NC 27589). The purpose of this hearing is to receive citizen’s comments regarding: the proposed text amendments to the Industrial Stormwater Ordinance, and a proposed text amendment to allow school use as a special use permit in light industrial zoned districts.

Petition for a Text Amendment to the Zoning Ordinance:

All questions or written comments should be directed to:

David Wise

Planning & Zoning Administrator

542 West Ridgeway Street

Warrenton, North Carolina 27589

Telephone: (252) 257-7027

davidwise@warrencountync.gov

All interested citizens are encouraged to attend this public hearing.

David Wise

- A. Public Hearing Citizen Comments
- B. Comments from Board and Staff
- C. Close Public Hearing

3. CITIZEN COMMENTS - REGULAR BOARD MEETING

Rules for Citizen Comments: Please sign up to speak. The maximum time allotted to each speaker will be FIVE (5) minutes; Clerk to the Board will keep time. Any group of people who support or oppose the same position should designate a spokesperson. Please address only those items which might not have been addressed by a previous speaker. If a response from the County Manager and/or Board is desired, leave a copy of your comment(s) with the Clerk to the Board. Order and decorum will be maintained. This is not a question and answer session.

Time set aside to allow individuals to address the Board of Commissioners on issues of concern pertaining to the County.

4. CONSENT AGENDA

- A. Consider Approval of Minutes of the February 5, 2024 Regular Meeting
- B. Tax Collector's Report for January 2023 presented for Board's information in accordance with NCGS 105-350 (John Preston, Tax Administrator)
- C. Tax Release Requests (over & under \$100) in accordance with NCGS 105-381 "Taxpayer's Remedies" as information only (John Preston, Tax Administrator)
- D. Consider Approval of Proclamation Declaring March 2024 National Social Worker Month
- E. Consider Approval of Proclamation Declaring March 2024 National Nutrition Month
- F. Consider Approval of Resolution Declaring March 2024 as Keep Warren County Beautiful Month
- G. Consider Approval of Resolution Declaring March 19, 2024 as National Agriculture Day 2024 in Warren County

5. COUNTY MANAGER'S UPDATE – Interim County Manager Crystal Smith

- A. Information: Allocation of \$4-million dollar funding to Kerr Lake Regional Water System Upgrades - Eric St. Sing, Director
- B. Information: Bridge 126 (Perry Town Rd) Update - Eric St. Sing, Utilities Director
- C. Update from Senator Don Davis Regarding Local Government Capital Improvement Projects
- D. Organizational Updates
 - 1. Completing Access to Broadband (CAB) Grant - Charla Duncan, Community & Economic Development Director
 - 2. America 250 NC Grant Program - Crystal Smith, Interim County Manager
 - 3. Potential Changes to Elective Employee Benefits - Interim County Manager Crystal Smith and Human Resources Manager Sierra Thomas

6. ACTION ITEMS

- A. Consider Approval of North Carolina Railroad Company Build Ready Sites Grant Award (\$500,000) with a 40% match - Charla Duncan, Community & Economic Development Director
- B. Consider Approval for Rivers & Associates, Inc. Contract for Eaton's Ferry Sewer Extension Project for Engineering Services and Grant Administration in the Amount of \$326,000 to be Paid From Grant Funds - Eric St. Sing, Director
- C. Consider Approval for Rivers & Associates, Inc. Contract for Regional Elevated Storage Tank Project for Engineering Services and Grant Administration in the Amount of \$159,500 to be Paid From Grant Funds - Eric St. Sing, Director
- D. Consider approval of proposed School Use text amendment - David Wise, Planning & Zoning Administrator
- E. Consider approval of the proposed "Text amendment for Industrial Stormwater Requirements" - David Wise, Planning & Zoning Administrator
- F. Consider Approval of Purchase of Body Camera Equipment for the Sheriff's Office from Versaterm Public Safety US, Inc. in an Amount Not To Exceed \$134,160 to be Paid from Grant Funds - Sheriff John Branche

7. BOARD/COMMITTEE/COMMISSION APPOINTMENTS AND RE-APPOINTMENTS

- A. Consider Approval of Re-Appointment of Daphene Herring (2nd Term) and Robin S. Williams (2nd Term) to the Kerr Tar Regional Council of Governments Area Agency on Aging Regional Aging Advisory Committee for Three-Year Terms Ending December 31, 2026

8. BOARD OF COUNTY COMMISSIONERS' UPDATES

9. CLOSED SESSION IN ACCORDANCE WITH NCGS 143-318.11(a)(4) FOR INDUSTRY AND BUSINESS LOCATION AND EXPANSION AND NCGS 143-318.11(a)(5) FOR PERSONNEL MATTERS

10. ADJOURN March 4, 2024 BOARD MEETING



Board of Commissioners Regular Meeting

February 5, 2024

MINUTES

The February 5, 2024 Regular Meeting of the Warren County Board of Commissioners was called to order by Chairman Jennifer Pierce, and began with a moment of silence and the Pledge of Allegiance. Vice Chairman Victor Hunt and Commissioners Tare Davis and Walter Powell attended in person, and Commissioner Bertadean Baker attended virtually. Others in attendance included County Manager Vincent Jones, County Attorney Shiekell Richardson, Finance Director Nikki Dickerson, and Senior Assistant to the County Manager Crystal Smith.

1. ADOPT SUGGESTED AGENDA

On motion of Commissioner Hunt, seconded by Commissioner Powell, and duly carried by unanimous vote, the Suggested Agenda was approved.

2. PRESENTATION

A. Environmental & Climate Justice Community Grant - Bill Kearney and Patrick Barnes

Bill Kearney of the Warren County Environment Action Team provided a presentation regarding the EPA's Community Change Grants. WCEAT is asking the County for a brownfield site with NFA status to be used for targeted redevelopment, support with site redevelopment, planning, and design, support with grant writing and initial management activities, and support with outreach and engagement of the community.

Commissioner Davis stated for the record that he is part of the WCEAT Committee and therefore would recuse himself when it is time to vote on this project.

3. CITIZEN COMMENTS - REGULAR BOARD MEETING

Rules for Citizen Comments: Please sign up to speak. The maximum time allotted to each speaker will be FIVE (5) minutes; Clerk to the Board will keep time. Any group of people who support or oppose the same position should designate a spokesperson. Please address only those items which might not have been addressed by a previous speaker. If a response from the County Manager and/or Board is desired, leave a copy of your comment(s) with the Clerk to the Board. Order and decorum will be maintained. This is not a question and answer session.

Reinaldo Espinosa stated he is holding a semi-pro basketball game on February 17, 2024 at the John Graham Gym, and he will hold a Town Hall Meeting in March for candidates for upcoming elections.

Kim Coley thanked the Board of Commissioners for allowing citizens to speak. Ms. Coley stated she bought property in Warren County in the early 2000's and has only good things to say about the community. She appreciates being able to reach out to Board members, staff, and emergency service organizations as needed.

Mike Hairston provided written information on why he believes the Board of Commissioners should support the construction of a consolidated elementary school, and be prepared to absorb a 10% school cost overrun before committing to other projects.

Doug Gross stated he moved to Warren County for the natural beauty, but has noticed the amount of litter around the county. Mr. Gross asked why there isn't an initiative to keep the county more beautiful.

County Manager Vincent Jones stated there is a Keep Warren County Beautiful Committee and more information will be given to Mr. Gross about actions that are being taken to clean up litter.

4. CONSENT AGENDA

A. Consider Approval of Minutes of the January 8, 2024 Regular Meeting and January 17, 2024 Budget Work Session

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the minutes of the January 8, 2024 Regular Meeting and January 17, 2024 Budget Work Session were approved.

B. Tax Collectors Report for December 2023 Presented for Boards Information in Accordance with NCGS 105-350 (John Preston, Tax Administrator)

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the Tax Collectors Report for December 2023 was approved.

Tax Collector's Report to the Warren County Board of Commissioners For the Month December 2023					
2023-2024					
Current Year Collections					
Tax Year	Charge	Collected in December	Collected to Date	Balance Outstanding	Percentage Collected
December 2023 FY 24	\$20,231,611	\$4,902,274	\$15,784,167	\$4,447,444	78.02
December 2022 FY 23	\$19,733,375	\$4,689,167	\$15,579,773	\$4,153,602	78.95
Delinquent Collections					
2022	\$430,384	\$17,916	\$114,460	\$315,924	26.60
2021	200,499	4,128	28,498	\$172,001	14.21
2020	138,694	1,978	7,737	\$130,957	5.58
2019	152,066	642	5,812	\$146,254	3.82
2018	90,433	321	3,089	\$87,344	3.42
2017	89,045	186	2,761	\$86,284	3.10
2016	67,964	244	2,450	\$65,514	3.61
2015	56,751	206	1,437	\$55,314	2.53
2014	48,197	206	1,153	\$47,044	2.39
2013	76,551	278	2,326	\$74,226	3.04
Total Delinquent Years	\$1,350,584	\$26,104	\$169,722	\$1,180,862	
Other December Receipts					
County Penalties		\$ 7,277	\$ 4,558		
Landfill User Fees		\$ 319,467	\$ 1,129,283		
Municipalities		\$ 184,282	\$ 497,035		
Fire District Taxes		\$ 250,653	\$ 889,753		
Advance Taxes		\$ 3,237	\$ 15,532		
DECEMBER GRAND TOTAL		\$10,382,461	\$34,069,823		

John Preston, Tax Administrator 1/12/2024
John Preston, Tax Administrator

C. Tax Release Requests (over & under \$100) in Accordance with NCGS 105-381 "Taxpayers Remedies" as Information Only (John Preston, Tax Administrator)

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the Tax Release Request (over & under \$100) was approved.

Over \$100	2/5/2024	CO MGR INITIALS: <u>VJ</u> Date: <u>1/24/2024</u>
ERROR CORRECTION RELEASES:		
GARDEN CARL	2022 844	31001 \$ 145.28 SOLD PP IN 2021
DAVIS ADAM	2023 5953-300 G8-78C	17467 \$ 278.48 REMOVE LFUF & PP SOLD IN 2022
DOYLE JIM & KERRI	2023 12625-200	26624 \$ 122.05 SOLD IN 2022
EVANS SHIRLEY	2013 01191-200	48851 \$ 258.89 TAXPAYER DECEASED
EVANS SHIRLEY	2014 01191-200	51471 \$ 244.30 TAXPAYER DECEASED
EVANS SHIRLEY	2015 01191-200	54262 \$ 234.65 TAXPAYER DECEASED
EVANS SHIRLEY	2016 01191-200	57416 \$ 244.23 TAXPAYER DECEASED
EVANS SHIRLEY	2017 01191-200	30131 \$ 260.41 TAXPAYER DECEASED
EVANS SHIRLEY	2018 01191-200	30131 \$ 246.65 TAXPAYER DECEASED
EVANS SHIRLEY	2019 01191-200	26217 \$ 231.53 TAXPAYER DECEASED
EVANS SHIRLEY	2020 01191-200	26199 \$ 216.84 TAXPAYER DECEASED
EVANS SHIRLEY	2021 01191-200	26343 \$ 201.93 TAXPAYER DECEASED
EVANS SHIRLEY	2022 01191-200	29218 \$ 186.81 TAXPAYER DECEASED
EVANS SHIRLEY	2023 01191-200	26610 \$ 171.69 TAXPAYER DECEASED
HARGROVE ALICIA	2022 28172-200	3026 \$ 259.17 MH REMOVED IN 2011
HARGROVE ALICIA	2021 28172-200	26914 \$ 214.92 MH REMOVED IN 2011
HARGROVE ALICIA	2020 28172-200	26708 \$ 231.12 MH REMOVED IN 2011
HARGROVE ALICIA	2019 28172-200	26389 \$ 246.64 MH REMOVED IN 2011
HARGROVE ALICIA	2018 28172-200	26232 \$ 262.84 MH REMOVED IN 2011
HARGROVE ALICIA	2017 28172-200	26232 \$ 276.97 MH REMOVED IN 2011
HARGROVE ALICIA	2016 28172-200	57033 \$ 260.54 MH REMOVED IN 2011
HARGROVE ALICIA	2015 28172-200	53912 \$ 251.38 MH REMOVED IN 2011
HARGROVE ALICIA	2014 28172-200	51179 \$ 259.70 MH REMOVED IN 2011
HARGROVE ALICIA	2013 28172-200	48520 \$ 276.01 MH REMOVED IN 2011
HAWKINS CHARLES D	2017 18720-200	29092 \$ 282.22 DECEASED/MH NO LONGER EXIST
HAWKINS CHARLES D	2016 18720-200	57312 \$ 265.52 DECEASED/MH NO LONGER EXIST
HAWKINS CHARLES D	2015 18720-200	54173 \$ 248.16 DECEASED/MH NO LONGER EXIST
LEGGETT GEORGIA DAVIS	2023 1875-300 G8-78F	17471 \$ 366.09 REMOVE LFUF & PP SOLD IN 2022
MARSHALL HUNTER & CHERIE M	2023 32482-300	27289 \$ 505.49 SOLD BOAT IN 2022
WARREN COUNTY	2023 02267-431 G8-58F	2187 \$ 459.34 WARREN COUNTY PROP
WARREN COUNTY	2022 02267-431 G8-58F	2187 \$ 507.43 WARREN COUNTY PROP
WARREN COUNTY	2021 02267-431 G8-58F	2187 \$ 548.83 WARREN COUNTY PROP
WARREN COUNTY	2020 02267-431 G8-58F	2187 \$ 590.37 WARREN COUNTY PROP
WARREN COUNTY	2019 02267-431 G8-58F	2187 \$ 622.50 WARREN COUNTY PROP
WARREN COUNTY	2018 02267-431 G8-58F	2187 \$ 663.30 WARREN COUNTY PROP
WARREN COUNTY	2017 02267-431 G8-58F	2187 \$ 683.15 WARREN COUNTY PROP
WARREN COUNTY	2016 02267-431 G8-58F	2187 \$ 793.30 WARREN COUNTY PROP
WARREN COUNTY	2015 02267-431 G8-58F	2187 \$ 780.48 WARREN COUNTY PROP
WILEY RALPH G III & LOTTIE B	2018 441	32802 \$ 672.31 BILLED IN ERROR
TOTAL ERROR CORRECTIONS:		\$ 13,571.42

LANDFILL USER FEE RELEASES:		
HAWTREE VOLUNTEER FIRE DEPT	2023 2363-300 E3-41	1274 \$ 150.00 REMOVED LFUF/NO ELECTRIC
TOTAL LFUF RELEASES:		\$ 150.00
Total Releases		\$ 13,721.42

Under \$100	2/5/2024	CO MGR INITIALS: <u>VJ</u>	Date: <u>1/24/2024</u>			
ERROR CORRECTION RELEASES:						
NAME	Year	ACCT#	MAP#	RECORD#	AMOUNT	REASON
DUNLEVY DRAFFIN & LINDY	2023	12323-201		26616	\$ 43.37	SOLD PP IN 2022
DUNLEVY'S MARINE & CONSTRUCTION	2023	12323-202		26617	\$ 72.34	NO LATE LISTING FEE
DUNLEVY'S MARINE & CONSTRUCTION	2023	12323-202		20102	\$ 2.68	NO LATE LISTING FEE
EATON MARY	2023	12625-200		26624	\$ 4.00	NO DOG
HAWKINS CHARLES D	2018	18720-200		29092	\$ 71.22	DECEASED/ MH NO LONGER EXIST
HAWKINS CHARLES D	2019	18720-200		26301	\$ 54.90	DECEASED/ MH NO LONGER EXIST
HAWKINS CHARLES D	2020	18720-200		26405	\$ 42.36	DECEASED/ MH NO LONGER EXIST
HAWKINS CHARLES D	2021	18720-200		26574	\$ 39.56	DECEASED/ MH NO LONGER EXIST
HAYES CHARLES	2023	41548-200		27860	\$ 34.85	NO LATE LISTING FEE
HAYES CHARLES	2023	30925-200		27233	\$ 4.35	NO LATE LISTING FEE
HILL STEVEN A & ANDREA A	2023	48999		3372	\$ 8.21	NO LATE LISTING FEE
HILL STEVEN A & ANDREA A	2023	48999		26435	\$ 32.64	NO LATE LISTING FEE
MYERS JAMES E & FRANCES M	2023	22874-300		26938	\$ 10.43	PAID TAX IN WAKE COUNTY
SHEARIN BRIAN R & L E WICENSKI	2022	41087-301		31131	\$ 86.06	SOLD MH IN 2021
SIGMON DAVID E JR	2023	41240-200		28631	\$ 71.72	REDUCE PP VALUE
SUB-TOTAL ERROR CORRECTIONS:					\$	578.69

<u>MOTOR VEHICLE RELEASES:</u>					
DAVIS JAMES ROBERT	2013	11101-113	V-48268	\$	54.56 DECEASED
SUB-TOTAL MOTOR VEHICLE RELEASES:				\$	54.56
SUB-TOTAL CORRECTION RELEASES:				\$	578.69
Total Releases				\$	633.25

D. Consider Approval of Proclamation Declaring February 2024 as Black History Month

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the proclamation declaring February 2024 as Black History Month was approved.



WARREN COUNTY BOARD OF COMMISSIONERS
602 WEST RIDGEWAY STREET
POST OFFICE BOX 619
WARRENTON, NORTH CAROLINA 27589

Warren County Board of Commissioners Proclamation Declaring February 2024 Black History Month

Jennifer Pierce, Chairman
Victor Hunt, Vice Chairman
Tare Davis
Berladean Baker
Walter Powell

Vincent Jones
County Manager

Paula Pulley
Clerk to the Board

WHEREAS, the 2024 theme for National Black History Month is African American and the Arts; and

WHEREAS, Black History Month is the observance of a special period to recognize and honor the determination and commitment of generations of African Americans in pursuing the promises of America; and

WHEREAS, it was initiated in 1926 by Dr. Carter G. Woodson as Negro History Week; and

WHEREAS, since 1976 it has been celebrated the entire month of February; and

WHEREAS, African American leaders such as Sojourner Truth, Phillis Wheatley, Harriet Tubman, Ida B. Wells, Rosa Parks, Shirley Chisholm, Booker T. Washington, Martin Luther King, Jr. and Leon Sullivan caused America to examine its heart and to respect the dignity and equality of all people, regardless of race; and

WHEREAS, African Americans have made significant contributions as leaders at the highest levels of the military, business, education, law, government, the arts, sports, and religion; and

NOW, THEREFORE BE IT RESOLVED, that the Warren County Board of Commissioners do hereby proclaim the month of FEBRUARY as Black History Month and urge all citizens of our community to give full regard to the past and continuing service of African Americans in our county, our state and our nation.

This the 5th day of February 2024.

5. COUNTY MANAGER'S UPDATE – Vincent Jones

A. Consider Approval of Joint Supplemental Application for Needs-Based Public Schools Capital Funds for FY 23-24

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, the Joint Supplemental Application for Needs-Based Public Schools Capital Funds for FY23-24 was approved.

B. Operational Updates

1. The annual Strategic Planning Work Session will be held on February 21, 2024 at Warren County Emergency Services. After some discussion, it was determined the meeting will begin at 3:00 p.m.
2. FEMA has released updated Flood Insurance Rate Maps. There is an appeal process, and the timeline for appeals is January 24, 2024 through April 23, 2024.
3. Two parcels of land were recently purchased that were previously used as farm land. Community and Economic Development held a proposal process to allow farmers an opportunity to bid on the use of that land.
4. Warren County has been awarded funds from NC Railroad. Funding can be used to develop property on US 1.
5. Recently the Board approved a contract to sell water to Aqua. Aqua is now serving customers and expanding. The County Attorney will look into updating the agreement with Aqua.

6. FINANCE OFFICE – Nikki Dickerson

A. Consider Approval of Budget Amendment #4

Budget Amendment #4 (see attached) to the FY 2024 Budget Ordinance is being presented for approval. This amendment does the following:

General Fund Balance for FY23 carry-over:

1. Appropriates \$ 7,400 to Epsom and Cokesbury Fire Departments that was not requested last FY.

General Fund Balance for FY24 Expenses:

2. Appropriates \$ 8,500 to Animal Control for Outdoor Kennels as approved in the January 8, 2024 Board Meeting.
3. Appropriates \$ 41,000 to Library for Digital Control Replacement as approved in the January 8, 2024 Board Meeting.

Revenue:

4. Appropriates \$ 60,000 in the Health Department budget for Eastpointe Grant funds received for the Homelessness Initiative, Mental Health Officer Salary, and various other Health initiatives.
5. Appropriates \$ 45,749 in the Emergency Management budget for Homeland Security Grant funds received.
6. Appropriates \$194,000 to the Community Center from the State Grant received 1/26/24.
7. Appropriates \$500,000 to the Sheriff's Department from the State Grant received 1/26/24.

On motion of Commissioner Hunt, seconded by Commissioner Powell, and duly carried by unanimous vote, Budget Amendment #4 to the FY23-24 Budget was approved.

B. Consider Approval of Audit Contract Extension to February 29, 2024 with No Additional Cost

7. ACTION ITEMS

A. Consider Re-Appointment of Tax Administrator John Preston to a Two-Year Term, Beginning February 1, 2024 and Ending January 31, 2026, in Accordance with NCGS 105-294 and 105-349 - Paula Pulley, Clerk to the Board

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, John Preston was re-appointed as Tax Administrator for a two-year term beginning February 1, 2024 and ending January 31, 2026 in accordance with NCGS 105-294 and 105-349.

B. Consider Approval of Purchase of 40 APX 4000 MHZ Portable Radios From Motorola Communications in an Amount Not to Exceed \$154,396.40 - Sheriff John Branche

On motion of Commissioner Hunt, seconded by Commissioner Powell, and duly carried by unanimous vote, the purchase of 40 APX 4000 MHZ Portable Radios from Motorola Communications in an amount no to exceed \$154,396.40 for the Sheriff's Office was approved.

8. BOARD/COMMITTEE/COMMISSION APPOINTMENTS AND RE-APPOINTMENTS

A. Consider Appointment of Commissioner Baker and Health Director, Dr. Margaret Brake to the Trillium Advisory Board

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous

vote, Commissioner Bertadean Baker and Health Director Dr. Margaret Brake were appointed to serve on the Trillium Northern Regional Advisory Board.

B. Consider Approval of the Re-Appointments of M.E. Turner, P.T. Hight, T.P. Wagner, G. Durham, and T. Ross to the Macon Fire District Tax Board for three year terms beginning February 2024 and ending January 2027

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, M.E. Turner, P.T. Hight, T.P. Wagner, G. Durham, and T. Ross were re-appointed to the Macon Fire District Tax Board for three-year terms beginning February 2024 and ending January 2027.

C. Consider Approval of Appointment of Howard Roderick Epps to a 1st Two-Year Term on the Juvenile Crime Prevention Council (JCPC) Beginning February 1, 2024, and Ending January 31, 2026.

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, Howard Roderick Epps was appointed to a first two-year term on the Juvenile Crime Prevention Council (JCPC) beginning February 1, 2024 and ending January 31, 2026.

D. Consider Appointment of Alan Daeke for a First Three-Year Term on the Board of Health Beginning February 1, 2024 and Ending January 31, 2027

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, Alan Daeke was appointed to a first three-year term on the Board of Health beginning February 1, 2024 and ending January 31, 2027.

9. BOARD OF COUNTY COMMISSIONERS' UPDATES

No updates at this time.

10. CLOSED SESSION IN ACCORDANCE WITH NCGS 143-318.11 (a)(5) FOR PERSONNEL MATTERS AND NCGS 143-318(a)(3) FOR ATTORNEY/CLIENT PRIVILEGE

On motion of Commissioner Hunt, seconded by Commissioner Powell, and duly carried by unanimous vote, the Board entered Closed Session in accordance with NCGS 143-318.11(a)(5) for Personnel Matters, and NCGS 143-318.11(a)(3) for Attorney-Client Privilege.

On motion of Commissioner Hunt, seconded by Commissioner Powell, and duly carried by unanimous vote, the Board returned to Open Session.

11. ADDITIONAL ACTION ITEMS

A. Consider Appointment of Library Director

On motion of Commissioner Hunt, seconded by Commissioner Powell, and duly carried by unanimous vote, Taneka Alston was appointed as Library Director at a Grade 32 and salary of \$73,500 effective March 1, 2024.

B. Consider Appointment of Emergency Services Director

On motion of Commissioner Hunt, seconded by Commissioner Powell, and duly carried by unanimous vote, Chris Tucker was appointed as Emergency Services Director at Grade 32 and salary of \$78,850 effective immediately.

C. Consider Approval of Emergency Services Assistant Director Position

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, the position of Emergency Services Assistant Director was approved.

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, Chris Pegram was appointed Emergency Services Assistant Director at a Grade 30 and salary of \$73,500 effective immediately.

12. ADJOURN February 5, 2024 BOARD MEETING

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the February 5, 2024 Regular Meeting was adjourned.

Paula Pulley, Clerk to the Board

**Tax Collector's Report
to the Warren County Board of Commissioners
For the Month January 2024**

2023-2024

Current Year Collections

Tax Year	Charge	Collected in January	Collected to Date	Balance Outstanding	Percentage Collected
January 2024 FY 24	\$20,232,993	\$3,379,738	\$18,807,891	\$1,425,102	92.96
January 2023 FY 23	\$19,740,435	\$2,839,723	\$18,419,496	\$1,320,939	93.31

Delinquent Collections

2022	\$429,588	\$12,832	\$126,622	\$302,966	29.48
2021	200,422	3,657	32,028	\$168,394	15.98
2020	138,625	3,675	11,131	\$127,494	8.03
2019	151,998	807	6,619	\$145,379	4.35
2018	90,094	314	3,403	\$86,691	3.78
2017	88,979	243	3,003	\$85,976	3.38
2016	67,903	182	2,633	\$65,270	3.88
2015	56,694	316	1,752	\$54,942	3.09
2014	48,164	80	1,232	\$46,932	2.56
2013	76,493	231	2,556	\$73,937	3.34
Total Delinquent Years	\$1,348,960	\$22,337	\$190,979	\$1,157,981	

Other January Receipts

County Penalties	\$ 15,660	\$ 20,218
Landfill User Fees	\$ 260,473	\$ 1,389,756
Municipalities	\$ 140,921	\$ 637,956
Fire District Taxes	\$ 196,055	\$ 1,085,808
Advance Taxes	\$ 16,940	\$ 32,472

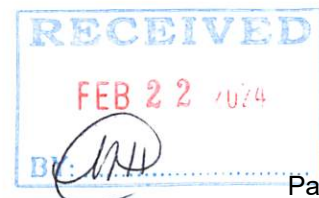
JANUARY GRAND TOTAL

\$6,871,847	\$40,584,576
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John Preston, Tax Administrator

2/16/2024

John Preston, Tax Administrator



Over \$100

3/4/2024

CO MGR INITIALS: _____ Date: _____

ERROR CORRECTION RELEASES:

HODGE TOMMY & MARLA	2023	237	28327	\$	149.75	SOLD BOAT IN 2022
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TOTAL ERROR CORRECTIONS:				\$	149.75	
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LANDFILL USER FEE RELEASES:

KEARNEY WILLIAM LOUIS	2023	23732-334	C8-56	338	\$	150.00	NO METER/ELECTRIC
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TOTAL LFUF RELEASES:				\$	150.00	
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Total Releases				\$	299.75	
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Under \$100

3/4/2024

CO MGR INITIALS: _____ Date: _____

ERROR CORRECTION RELEASES:

<u>NAME</u>	<u>Year</u>	<u>ACCT#</u>	<u>MAP #</u>	<u>RECORD #</u>	<u>AMOUNT</u>	<u>REASON</u>
CALLIS JULIE P	2023	34199-200		27381	\$ 32.45	SOLD PP IN 2021
GRIGGS ROSA M	2023	02811-300		27103	\$ 37.02	DOUBLE BILLED
HUD	2023	08237-339	B3-69	13376	\$ 56.06	PARCEL RECOMBINED/BILLED IN ERROR
HUD	2022	08237-339	B3-69	13376	\$ 63.08	PARCEL RECOMBINED/BILLED IN ERROR
HUD	2021	08237-339	B3-69	13376	\$ 68.12	PARCEL RECOMBINED/BILLED IN ERROR
HUD	2020	08237-339	B3-69	13376	\$ 73.16	PARCEL RECOMBINED/BILLED IN ERROR
HUD	2019	08237-339	B3-69	13376	\$ 76.46	PARCEL RECOMBINED/BILLED IN ERROR
HUD	2018	08237-339	B3-69	13376	\$ 81.38	PARCEL RECOMBINED/BILLED IN ERROR
HUD	2017	08237-339	B3-69	13376	\$ 83.67	PARCEL RECOMBINED/BILLED IN ERROR
HUD	2016	08237-339	B3-69	13376	\$ 23.86	PARCEL RECOMBINED/BILLED IN ERROR
HUD	2015	08237-339	B3-69	13376	\$ 23.28	PARCEL RECOMBINED/BILLED IN ERROR
HUD	2014	08237-339	B3-69	13376	\$ 24.48	PARCEL RECOMBINED/BILLED IN ERROR
HUD	2013	08237-339	B3-69	13376	\$ 25.47	PARCEL RECOMBINED/BILLED IN ERROR
RIGGAN WILLIAM S	2023	27222-201		27066	\$ 28.87	SOLD BOAT IN 2021

SUB-TOTAL ERROR CORRECTIONS: \$ 697.36

MOTOR VEHICLE RELEASES:

HIGGS KAREEMA KAMMERAH	2023	REA9359	V-104658	\$ 32.98	RELEASE GAP BILL/CAR STOLEN
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SUB-TOTAL MOTOR VEHICLE RELEASES: \$ 32.98

SUB-TOTAL CORRECTION RELEASES: \$ 697.36

Total Releases \$ 730.34

SOCIAL WORK MONTH 2023 PROCLAMATION: SOCIAL WORK BREAKS BARRIERS

WHEREAS, Social Workers enter the profession because they have a strong desire to help empower individuals, families, communities, and our nation overcome issues that prevent them from reaching their full potential;

WHEREAS, Social Workers have worked for more than a century to improve the human well-being and enhance the basic needs of all people;

WHEREAS, Social Workers follow a Code of Ethics that call on them to fight social injustice and respect the dignity and worth of all people;

WHEREAS, Social Workers positively touch the lives of millions of Americans each day and in a variety of places, including schools, hospitals, the military, child welfare agencies, community centers, and in federal, state and local government;

WHEREAS, the 2023 Social Work Month theme, “Social Work Breaks Barriers” embodies how social workers help empower individuals, families, communities and our society to overcome hurdles that prevent them from achieving better well-being;

WHEREAS, Social Workers are the largest group of mental health care providers in the United States, working daily to help thousands of Americans overcome mental illnesses such as depression and anxiety;

WHEREAS, Social Workers are on the frontlines of the nation’s opioid addiction crisis, helping people get the treatment they need and prevail over substance use disorders;

WHEREAS, Social Workers have help people cope with death and grief and helped people and communities recover from natural disasters that are increasingly fueled by our warming climate, including hurricanes, drought and flooding;

WHEREAS, Social Workers have helped this nation live up to its values by advocating for equal rights for all, including people of color, people who are Indigenous, people who LGBTQIA2S+, or people who follow various faiths;

WHEREAS, the Social Work Profession is one of the fastest growing careers in the United States, with about 708,000 social workers today and more than 60,000 more social workers expected to enter the profession over the next decade;

WHEREAS, Social Workers have continued to push for changes that have made our society a better place to live, including a livable wage, improved workplace safety, and social safety net programs that help ameliorate poverty, hunger, and homelessness;

WHEREAS, Social Workers endeavor to work throughout our society to meet people where they are and help empower people and our society to reach the goals they wish to attain;

NOW THEREFORE, in recognition of the numerous contributions made by America's Social Workers, I, **Dr. Margaret F. Brake**, proclaim the month of March 2023 as National Social Work Month and call upon all citizens to join the National Association of Social Workers and **Warren County Health Department** in celebration and support of the Social Work Profession.

Warrenton OF

EXECUTIVE OFFICE

PROCLAMATION

WHEREAS food is the substance by which life is sustained; and

WHEREAS the type, quality, and amount of food that individuals consume each day plays a vital role in their overall health and physical fitness; and

WHEREAS there is a need for continuing nutrition education and a wide-scale effort to enhance healthy eating practices;

NOW, THEREFORE I, Jennifer Jordan Pierce, Chairman
Warrenton, NC.

DO HEREBY PROCLAIM the month of March NATIONAL NUTRITION MONTH® in Warrenton, North Carolina, and I encourage all citizens to join the campaign and become concerned about their nutrition and the nutrition of others in the hope of achieving optimum health for both today and tomorrow.

IN WITNESS WHEREOF I have hereto set my hand and caused the Great Seal of Warren County to be affixed.

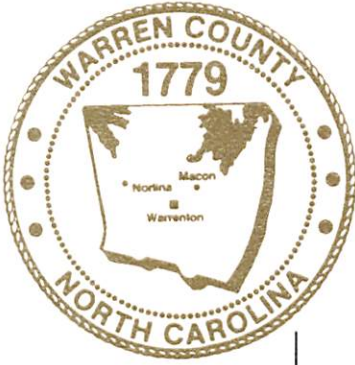
On this the 4th day of March, Two thousand and twenty-four.

By:

Title:

Attest:

Title:



WARREN COUNTY BOARD OF COMMISSIONERS

602 WEST RIDGEWAY STREET
POST OFFICE BOX 619
WARRENTON, NORTH CAROLINA 27589

RESOLUTION OF THE KEEP WARREN COUNTY BEAUTIFUL COMMITTEE

Jennifer Pierce, Chairman
Victor Hunt, Vice Chairman
Tare Davis
Bertadean Baker
Walter Powell

Vincent Jones
County Manager

Paula Pulley
Clerk to the Board

WHEREAS, that as leaders of Warren County, the Warren County Board of Commissioners will join the Keep Warren County Beautiful Committee in setting a good and perfect example of stewardship by sharing, caring and doing the good steward deed of the Keep Warren County Beautiful Committee; and

WHEREAS, that as leaders of the community they will share awareness with friends, neighbors, local churches and other civic groups of the opportunity to participate in the countywide litter sweep during March 2024; and

WHEREAS, in order that all citizens, businesses, communities both small and large may continue to enjoy the quality of life that they deserve and desire in Warren County, North Carolina.

BE IT THEREFORE RESOLVED, on this 4th day of March, 2024, the Warren County Board of Commissioners designate March 2024 as Keep Warren County Beautiful Month.

Jennifer Pierce- Chair
Warren County Board of Commissioners

ATTEST:

Paula Pulley, Clerk to the Board

"This institution is an equal opportunity provider and employer."

Phone: (252) 257-3115
Fax: (252) 257-5971
www.warrencountync.com

National Agriculture Day 2024 Resolution

WHEREAS North Carolina agriculture supports a significant portion of the state’s economy and land use.

WHEREAS North Carolina’s 46,000 farms grow over 80 different commodities.

WHEREAS agriculture is the second largest land use category, covering 6.9 million acres, or 20%, of the state’s land and open water area.

WHEREAS Warren County, NC has over 60,000 acres of farmland and over 270 farms.

WHEREAS The agriculture industry makes up 46 million dollars of Warren County’s GDP.

WHEREAS Warren County adopted the following agriculture related goals in its 2022 Comprehensive Development Plan update:

Support agribusiness with programs and policies that target family farms, food producers, and sustainability

Encourage participation in programs designed to ensure sustainability of agricultural resources for future generations

Therefore, be it resolved that the Warren County Board of Commissioners do hereby proclaim March 19, 2024, as National Agriculture Day in Warren County, NC, and urge the citizens of Warren County to recognize the critical role this industry plays in Warren County’s economy and quality of life.

Duly adopted by the Warren County, NC Board of Commissioners this _____ day of _____, 2024.

Jennifer Jordan Pierce, Chair, Warren County NC Board of Commissioners

Attest:

Paula Pulley, Clerk to the Board of Commissioners, Warren County, NC

TO: Warren County Board of Commissioners

THROUGH: Vincent Jones, County Manager

THROUGH: Eric St. Sing, Public Utilities Director

FROM: Lauren Fowler, Public Utilities Assistant Director

DATE: January 30, 2024

SUBJECT: Appropriation of \$4-million dollar for Kerr Lake Regional Water System

Background

State Rep. Michael Wray presents Warren County with a facsimile check in the amount of \$5-million for infrastructure during the Board of Commissioners meeting on November 6, 2023.

Fiscal Impact

Michael Wray awarded Oxford \$10-million dollars and Warren County \$5-million. Oxford and Warren County will be allocating the grant funds toward Kerr Lake Regional Water System upgrades. This will make Kerr Lake System upgrade project fully funded and leaves Warren County with \$1-million to be used on other infrastructure projects.

Recommendation

I recommend that the Board approve Utilities to proceed with allocating \$4-million to fund Kerr Lake Regional Waster System project and utilize the remaining \$1-million for other infrastructure projects.

TO: Warren County Board of Commissioners

THROUGH: Vincent Jones, County Manager

THROUGH: Eric St. Sing, Public Utilities Director

FROM: Lauren Fowler, Public Utilities Assistant Director

DATE: February 20, 2024

SUBJECT: Engineering Service Contract – Bridge No. 126 (Perry Town Rd.) Water Line Replacement

Background

North Carolina Department of Transportation (NC DOT) declared bridge 126, located on Perry Town Road, was unsafe and closed the road immediately. Since then, NC DOT has developed a plan to replace and widen the bridge. However, in order to begin construction, Warren County Public Utilities will need to relocate a portion of the 8" water main line that runs parallel to the bridge. An Engineering Services contract with Rivers and Associates, Inc to provide project management/construction administration for the Bridge 126 (Perry Town Rd.) project.

Fiscal Impact

The NCDOT has agreed to reimburse the Department of Public Utilities for material and construction of relocating the water line. A bid was posted and NC DOT has approved to award the lowest bid for construction to begin.

Recommendation

I recommend that the Board approve Utilities to award Rivers & Associates and the lowest bidder, Pipeline Utilities Inc. to begin construction of NC Bridge No. 126 water line relocation.

February 21, 2024

Mr. Vincent Jones, County Manager
Warren County
602 W. Ridgeway Street
P.O. Box 619
Warrenton, NC 27589

SUBJECT: Warren County
Warren County Bridge No. 126 Water Main Relocation
Rivers File 2022087 G

Dear Mr. Jones:

The subject project was advertised in The Warren Record, a newspaper of general circulation, and the Greater Diversity News for a period of thirty-six (36) days prior to receipt of bids. Formal bids were received by 2:00 p.m. on January 18, 2024, at which time no bids were received.

The project was re-advertised in The Warren Record for a period of eight (8) days prior to receipt of bids. One (1) bid was received by 2:00 p.m. on February 1, 2024 and immediately thereafter publically opened and read. The bid received was as follows:

Pipeline Utilities, Inc.	\$ 950,738.00
--------------------------	---------------

A copy of the certified Bid Tabulation Sheet is attached. The bid submitted was found to be complete and responsive.

The Engineer's Construction Cost Estimate was \$256,070.00. Therefore, the bid received from Pipeline Utilities, Inc. was \$694,668.00 above the Engineer's estimate. Because the project cost is fully funded by NCDOT, they would have to commit the additional funds before the Contract could be awarded. On February 9, 2024, direction was received from NCDOT to proceed with awarding the Contract (see attached email from Mr. Brian Long).

We therefore recommend that the Warren County Board of Commissioners tentatively award the Contract for construction of the subject project to the low bidder, Pipeline Utilities, Inc. for the Contract amount of \$950,738.00 subject to concurrence by the County's legal counsel.

Mr. Vincent Jones
February 21, 2024
Page 2

As always, we appreciate the opportunity to work with Warren County on this important project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Frederick L. Stowe".

Frederick L. Stowe, P.E.
Project Manager

Encl.

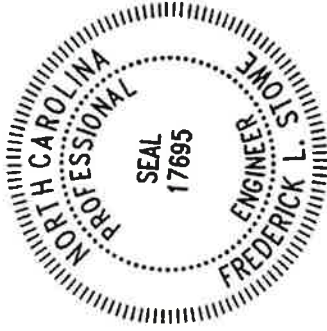
cc: Mr. Eric St. Sing, Warren County Public Utilities, w/ encl.
Mr. Brian Long, Surveying and Mapping, LLC, w/ encl.
File, w/ encl.

RIVERS AND ASSOCIATES, INC.
BID TABULATION SHEET

OWNER: Warren County
PROJECT: Bridge No. 126 Water Main Relocation
LOCATION: Warren County Public Utilities
BIDS OPENED: Thursday, February 1, 2024 at 2:00pm

CERTIFICATION

Frederick L. Stowe 2/2/24
 I CERTIFY THAT THIS IS A TRUE RECORD OF BIDS RECEIVED.



CONTRACTOR ADDRESS		Pipeline Utilities, Inc. 2204-F Associate Dr. Raleigh, NC 27603	
LIC# / BID BOND		325 / 5%	
ITEM NO.	QTY. UNIT DESCRIPTION	UNIT PRICE	COST
BASE BID:			
1.	400 LF 8" Fusible C900 PVC Water Main (Dir. Bore)	\$1,895.00	\$678,000.00
2.	235 LF Installation of 8" RJDIP Water Main	\$364.00	\$85,540.00
3.	2 EA 8" Gate Valve & Box	\$5,272.00	\$10,544.00
4.	1 EA 2" Temporary Blow-Off	\$6,280.00	\$6,280.00
5.	2 EA 1" Manual Air Release Valve	\$3,830.00	\$7,660.00
6.	2 EA Tie into Existing 8" Water Main	\$7,557.00	\$15,114.00
7.	1,000 LB Ductile Iron Fittings	\$5.00	\$5,000.00
8.	1 EA 3/4" Water Service Relocation	\$4,442.00	\$4,442.00
9.	20 LF 3/4" Water Service Tubing	\$1.00	\$20.00
10.	620 LF Grout and Abandon Existing 8" Water Main	\$61.00	\$37,820.00
11.	2 EA Water Main Crossing Sign	\$4,325.00	\$8,650.00
12.	110 CY Rock Excavation	\$615.00	\$67,650.00
13.	20 LF ABC Stone Driveway Replacement	\$312.00	\$6,240.00
14.	70 CY Select Backfill	\$103.00	\$7,210.00
15.	10 TN Stabilization Stone	\$98.00	\$980.00
16.	4 EA Straw Wattle Check Dam	\$542.00	\$2,168.00
17.	200 SY Matting for Erosion Control	\$25.00	\$5,000.00
18.	320 LF Silt Fence	\$6.00	\$1,920.00
19.	1 LS Testing Allowance		\$500.00
TOTAL BASE BID			\$950,738.00

FW: Warren 126 / Rivers & Associates Bid Discussion**Brian Long** <Brian.Long@sam.biz>

Fri 2/9/2024 8:22 AM

To: Fred Stowe <fstowe@riversandassociates.com>

Cc: Freddie Bunn <fbunn@sam.biz>; Webb White <wwhite@thewootencompany.com>

Good morning Fred,

Hope all is well with you sir. The Division has made the decision to proceed with the advertised bid, as you can see from the email below. Lisa Gilchrist has requested written justification that she can include with the UAMS paperwork since the amount on the URA will need to be increased.

If you could provide this justification when you have a moment, I would greatly appreciate it!

Let me know if you have any questions.

Regards,

Brian Long

Utility Coordinator II

SAM

2641 Suite 116 Sumner Blvd.

Raleigh, NC 27616

Direct 919-752-8316

Cell 984-289-5044

www.sam.biz**From:** Bullard-Gilchrist, Lisa <labullard-gilchrist@ncdot.gov>**Sent:** Thursday, February 8, 2024 5:35 PM**To:** Brian Long <Brian.Long@sam.biz>; Freddie Bunn <fbunn@sam.biz>**Cc:** Webb White <wwhite@thewootencompany.com>; Martin, Dayton <daytonmartin@ncdot.gov>; Whitaker, Barry W <bwwhitaker@ncdot.gov>; Bullard-Gilchrist, Lisa <labullard-gilchrist@ncdot.gov>**Subject:** Warren 126 / Rivers & Associates Bid Discussion

Hi Brian-

I spoke with Division today and was told to proceed with the advertised bid. We do not believe the price will be 50% better if included in the contract.

I will need a written justification that I can include with the UAMS paperwork since I will need to raise the amount of the URA.

If you can get that to me tomorrow, I will start the process and issue a revised authorization letter.

Thanks,

Lisa

From: Brian Long <Brian.Long@sam.biz>**Sent:** Friday, February 2, 2024 2:36 PM**To:** Bullard-Gilchrist, Lisa <labullard-gilchrist@ncdot.gov>; Freddie Bunn <fbunn@sam.biz>

Cc: Webb White <wwhite@thewootencompany.com>

Subject: [External] RE: Warren 126 / Rivers & Associates Bid Discussion

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Good afternoon Lisa,

A copy of the Certified Bid Tabulation for the Warren 126 project is attached above for your review.

Thank you,

Brian Long

Utility Coordinator II

SAM

2641 Suite 116 Sumner Blvd.

Raleigh, NC 27616

Direct 919-752-8316

Cell 984-289-5044

www.sam.biz

From: Bullard-Gilchrist, Lisa <labullard-gilchrist@ncdot.gov>

Sent: Friday, February 2, 2024 9:35 AM

To: Brian Long <Brian.Long@sam.biz>; Freddie Bunn <fbunn@sam.biz>

Cc: Webb White <wwhite@thewootencompany.com>

Subject: Warren 126 / Rivers & Associates Bid Discussion

Thank you!

From: Brian Long <Brian.Long@sam.biz>

Sent: Friday, February 2, 2024 8:21 AM

To: Bullard-Gilchrist, Lisa <labullard-gilchrist@ncdot.gov>; Freddie Bunn <fbunn@sam.biz>

Cc: Webb White <wwhite@thewootencompany.com>

Subject: [External] RE: Warren 126 / Rivers & Associates Bid Discussion

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Good morning Lisa,

Fred Stowe of Rivers & Associates called me leaving the County office yesterday and told me the price. I will be receiving the bid information from him today when he gets in, and I will pass it along to you right away.

Thanks,

Brian Long

Utility Coordinator II

SAM

2641 Suite 116 Sumner Blvd.

Raleigh, NC 27616

Direct 919-752-8316

Cell 984-289-5044

www.sam.biz

From: Bullard-Gilchrist, Lisa <labullard-gilchrist@ncdot.gov>
Sent: Thursday, February 1, 2024 7:34 PM
To: Freddie Bunn <fbunn@sam.biz>; Brian Long <Brian.Long@sam.biz>
Cc: Webb White <wwhite@thewootencompany.com>
Subject: Warren 126 / Rivers & Associates Bid Discussion

Hi Everyone-

Let me discuss with the Utilities Unit first.
Please send me the bid information.

Thanks,
Lisa

From: Freddie Bunn <fbunn@sam.biz>
Sent: Thursday, February 1, 2024 4:24 PM
To: Brian Long <Brian.Long@sam.biz>; Bullard-Gilchrist, Lisa <labullard-gilchrist@ncdot.gov>
Cc: Webb White <wwhite@thewootencompany.com>
Subject: [External] RE: Warren 126 / Rivers & Associates Bid Discussion

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Good afternoon Lisa,

To further elaborate, the one bid they received came in just under 1 million dollars. I personally feel this work would be better suited to be included in the NCDOT contract for more realistic pricing.

Please let us know when you are available to discuss.

Thank you

Freddie Bunn
Utility Coordination Manager
SAM
Direct: 919-752-8563
Cell: 919-741-0549

From: Brian Long <Brian.Long@sam.biz>
Sent: Thursday, February 1, 2024 4:10 PM
To: Bullard-Gilchrist, Lisa <labullard-gilchrist@ncdot.gov>
Cc: Freddie Bunn <fbunn@sam.biz>; Webb White <wwhite@thewootencompany.com>
Subject: Warren 126 / Rivers & Associates Bid Discussion

Good afternoon Lisa,

I just heard from Fred Stowe regarding the bidding for the water line relocation construction on our Warren 126 project and I think it would be beneficial to hold a Teams meeting to discuss at your earliest convenience. Please let me know your availability so I can set it up.

Thanks,

Brian Long

Utility Coordinator II

SAM

2641 Suite 116 Sumner Blvd.

Raleigh, NC 27616

Direct 919-752-8316

Cell 984-289-5044

www.sam.biz

Surveying And Mapping, LLC (SAM) Texas Firm Registration No. 10064300

SAM-Construction Services, LLC is Texas Board of Professional Engineers Registered Firm No. 13921

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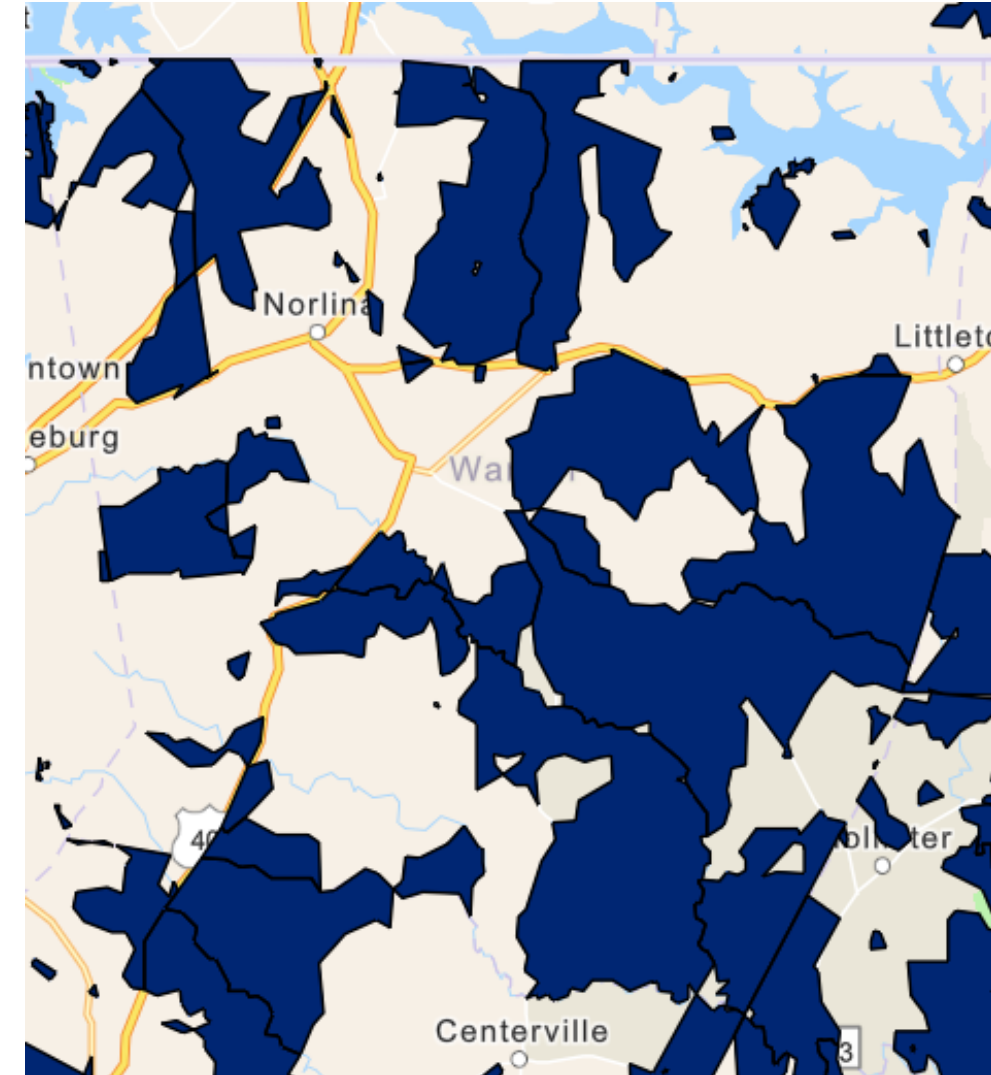
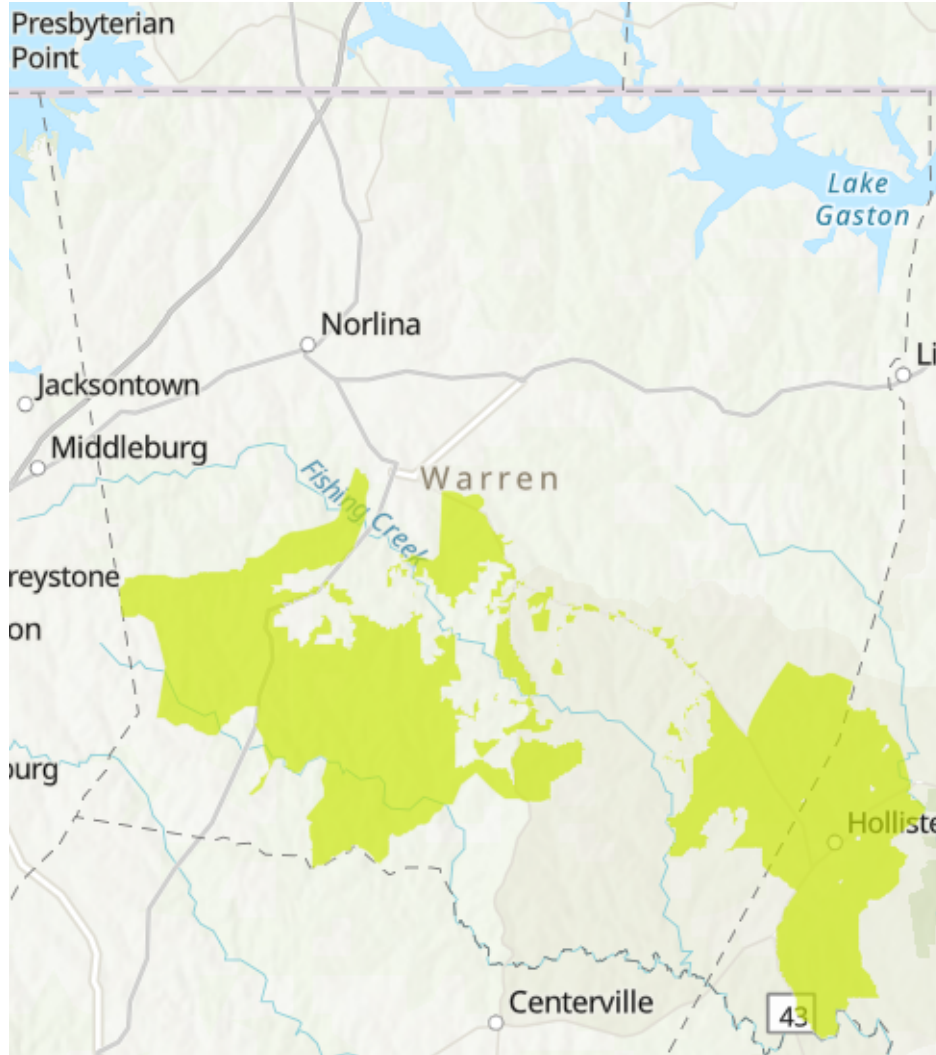
Completing Access to Broadband (CAB) Grant



Recap

FEDERAL GRANT DOLLARS

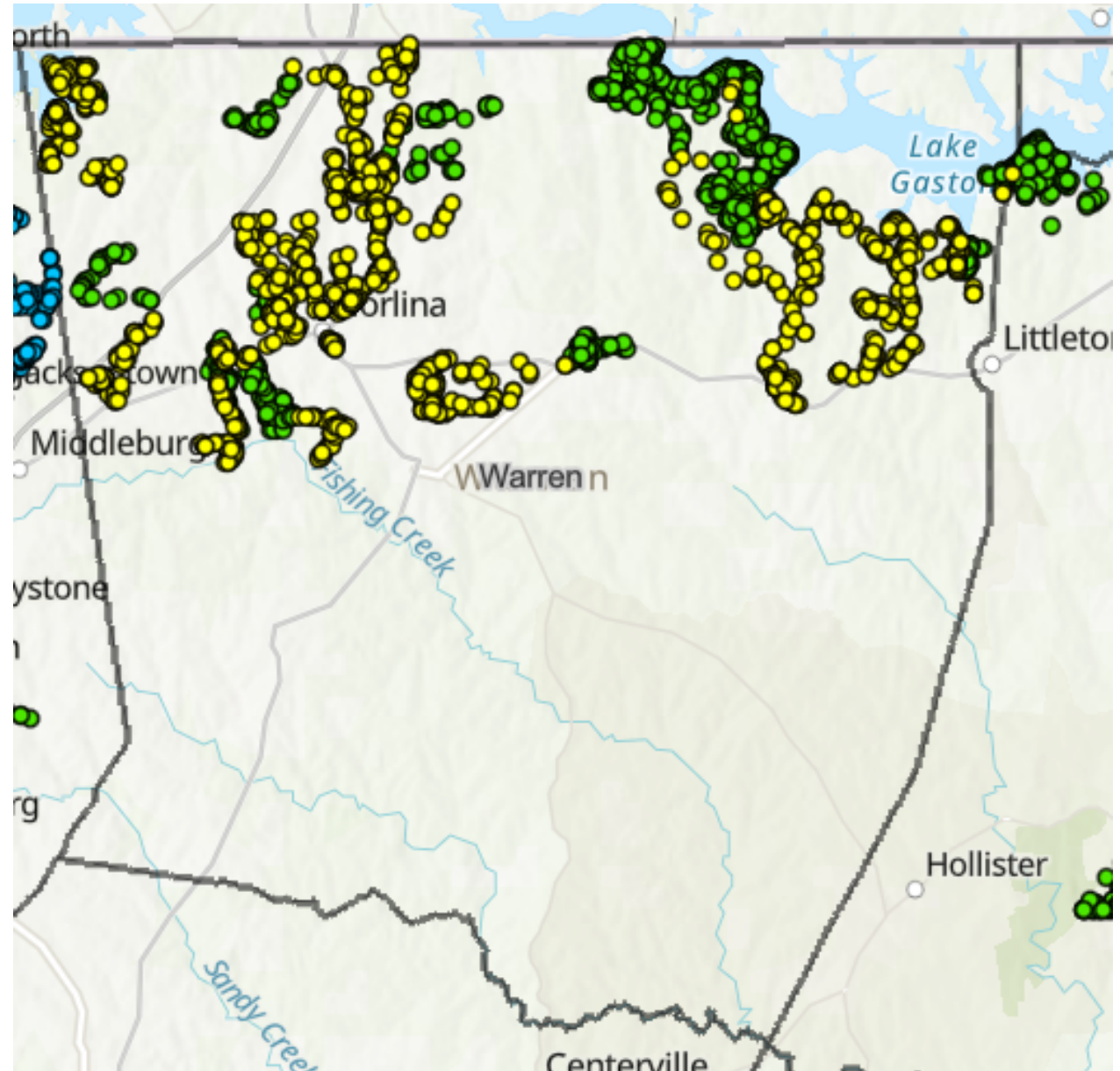
- Spectrum
- AccessOn



Recap

STATE GRANT DOLLARS

- Spectrum
- Zitel



Previously Committed Local Funds

- \$250,000 of ARPA dollars committed to GREAT Grant match with Spectrum
- FY 21: \$175,000 in general fund budget (not committed)
- FY 22: \$175,000 in general fund budget (not committed)



Next Up: Completing Access to Broadband (CAB) Grant

- Goal is to complete the access: fund in areas not already covered by grants
- Competitive bidding program with pre-qualified vendors
 - Spectrum, AccessOn, and Zitel are all pre-qualified by NC DIT
- Counties can partner with NC DIT to fund broadband infrastructure in unserved and underserved areas of the county
- State requires NC DIT to give funding priority to counties receiving less than \$8 million in ARPA funds
- County's must complete a commitment form with a match (different match amounts are required based on ARPA dollars received)
- 24-month build out period requirement
- Reimbursement grant for the provider

FCC Reported
Unserved Locations -
H3 level 8

Relationship

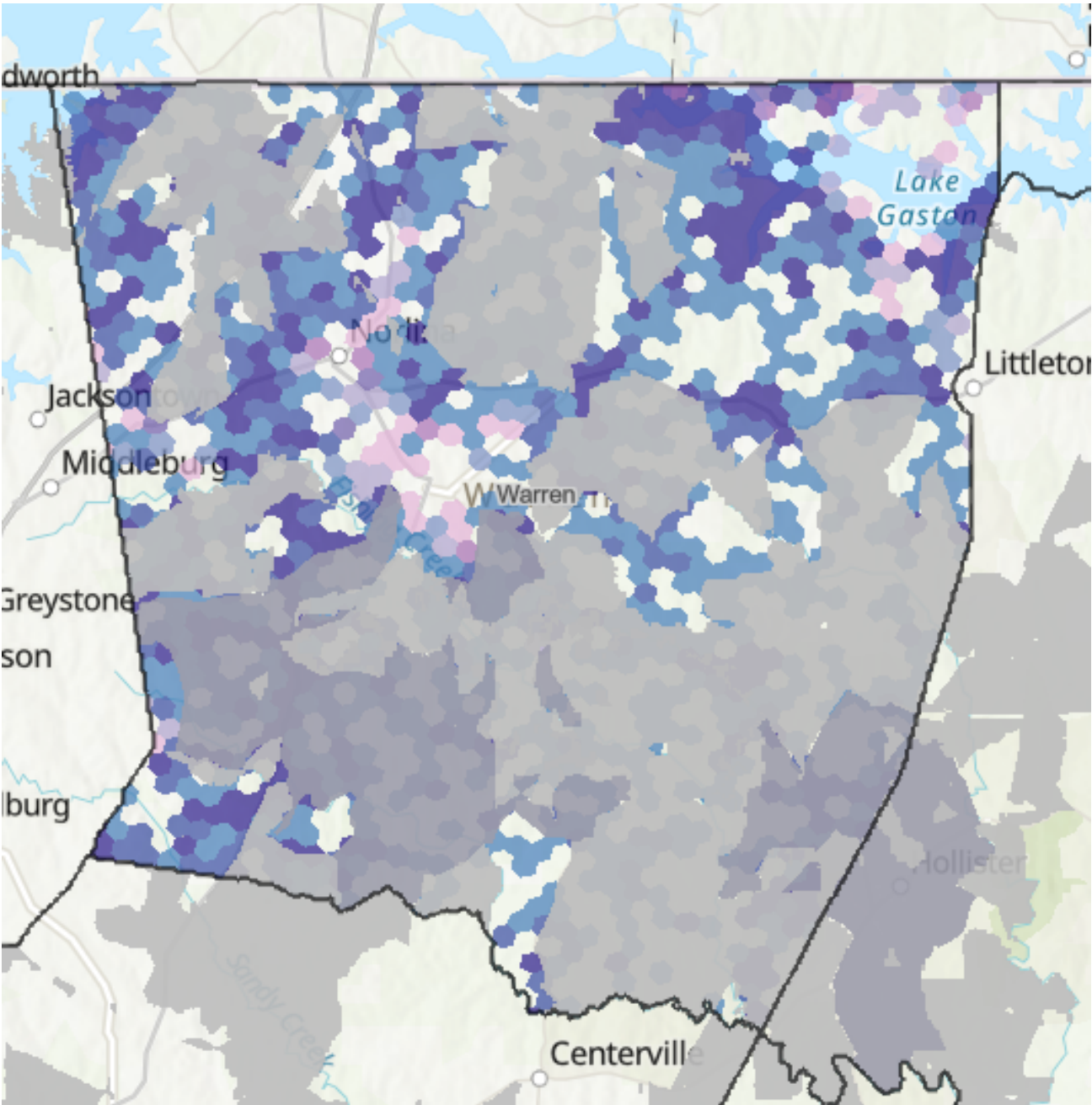
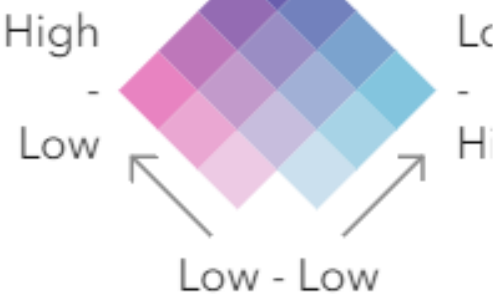


Count of
Unserved
Locations (Less
Than 25/3)



Percent
Unserved Out
of All Locations
in Area

High - High



Funding Mixture for CAB (Recommended)

- 15% from provider
- 5% from local government (minimum)
 - Local governments can fund more if they choose to do so
- 80% from NC (capped at \$8 million)
 - Minimum Warren County match for \$8 million = \$400,000

Scenarios

FY 21 and FY 22 funds = \$350,000

- \$350,000 will get:
 - \$7,000,000 CAB grant
 - \$1,050,000 match from provider
 - TOTAL build: \$8,400,000
- \$400,000 match will get:
 - \$8,000,000 CAB grant
 - \$1,200,000 match from provider
 - TOTAL: \$9,600,000
 - Extra \$50,000 county investment could possibly leverage \$1.2 million more

For Comparison

- GREAT Grant project build for Spectrum - \$5,408,229
- Will serve 1,434 locations
- ~\$3,770/household

CAB estimation:

- CAB eligible address:
- $\$8.4 \text{ million} / \$3,770 = \sim 2,227 \text{ households}$

Approximate Timeline for Grant Process

- March 4, 2024: BOC consideration of match amount
 - County can choose commitment sooner rather than later
 - County can also specify any priority areas to include in scope of work
- April 1, 2024: County commitment on match amount
 - The committed amount is what is advertised in the scope of work
 - If desired, priority areas have to be determined prior to scope's release
- May 2024: County scope of work released by NC DIT
- 45 days for providers to respond
- June/July: Evaluation team reviews proposals



To: Warren County Board of Commissioners

Through: Crystal Smith, Interim County Manager

From: Charla Duncan, Community & Economic Development Director

Re: North Carolina Railroad Build Ready Sites Award and Local Match

Background

In 2023, Warren County purchased +/- 98 acres of land on US Hwy 1 South between Collins Road and Soul City Boulevard. The land was purchased with the intent of marketing the property for industrial development. Prior to purchasing this site, the county only had one property to confidently market for industrial development (Triangle North Warren). The newly acquired land neighbors International Paper, Heritage Mulch, and Swing Trucking. With approximately 4,100 feet in road frontage along US Hwy 1, this property is located within an office and industry district in the county's future land use map. This site is adjacent to the CSX S-Line (along the back of the site); the site is located within the county's federal opportunity zone. This site can be served by public water and sewer, as well as be served by the county's natural gas provider. Spectrum communications has telecommunications capacity at the site as well. This site is the location of the Ridgeway Baptist Church cemetery. The cemetery will not be disturbed as a result of this acquisition or any future development plans. The cemetery site is approximately 2 acres.

In FY 23, Warren County participated in the Golden LEAF SITE Identification program where this site was identified as a prime site for industrial development within Warren County primarily due to its proximity to major transportation thoroughfares and the CSX rail line; utility infrastructure near the site; and its location in the county's future land use map. The Golden LEAF site identification process was led by site selection firm Strategic Development Group (SDG) and the civil and engineering firm WithersRavenel

The North Carolina Railroad Company (NCRR) is a private business corporation with one hundred percent of the stock owned by the state of North Carolina; NCRR was chartered in 1849 for the purpose of economic development. NCRR has awarded Warren County's Hwy 1 site a grant up to \$500,000 for the purposes of site development to make the site more marketable to prospective industrial users, especially those that need freight rail service. The award requires a 40% local match.

Community and Economic Development staff are currently working on a project budget for site development that will prioritize using grant funds for a waterline extension, as well as some site clearing. The county will have 18 months to start work on site improvements;

the land will ideally be sold to a rail user within 5 years. If sold to a non-rail user, the county will be required to repay the grant award from NCRF.

Fiscal Impact

The county is required to commit to a 40% local match in order to receive the \$500,000 grant award. Matching funds cannot be in-kind, but they can come from a variety of other sources (i.e. other grant awards). A project fund will need to be established to house the grant award and local match. To move forward on the full NCRF award, a project budget of \$700,000 will need to be established with \$500,000 in revenue from NCC and \$200,000 in revenue from the county.

Comprehensive Development Plan Alignment

ED 3: Prioritize infrastructure and service enhancements to areas with economic development opportunities.

IS 4: Maintain an efficient water and sewer system while planning for targeted expansion to serve economic development.

Recommendation

At their February 2024 meeting, members of the Economic Development Commission unanimously voted to recommend to the board of commissioners that they accept the \$500,000 NCRF Build Ready Sites award and commit the \$200,00 local match.

The Director of Warren County Community and Economic Development recommends accepting the NCRF award and committing the necessary match requirement.



NORTH CAROLINA
RAILROAD
C O M P A N Y

About NCRR

- The North Carolina Railroad Company is a private business corporation with one hundred percent of the stock owned by the state of North Carolina.
- NCRR was chartered in 1849 for the purpose of economic development
- Owns 317 miles of rail corridor
- Norfolk Southern Corporation, a Class I freight rail company, leases the tracks through a long-standing agreement.
- CSX uses a portion of the NCRR corridor.
- NCRR works closely with the North Carolina Department of Commerce and the North Carolina Department of Transportation (NCDOT) on capital improvement projects and through passenger rail service offered on their line via Amtrak



NCRR Build Ready Sites Program

- The Build Ready Sites Program is a grant program aiming to assist in the development and marketing of rail sites in North Carolina.
- 2023: 4 counties selected, including Warren County (other counties awarded were Richmond, Nash, and Burke)
- \$500,000 or site development work at the Warren County US Hwy 1 Industrial Site



“Rail-served sites made ‘build ready’ attract new businesses by priming properties for construction without an upfront investment from an interested client,” NCRR said.

“The BRS program helps the recipients, many of which are local governments, bypass a potential client company’s need to prepare a rail-served site for construction, increasing the number of rail-served sites ready for use by a manufacturer or similar employer in North Carolina.”



2022 PROJECT LOSSES

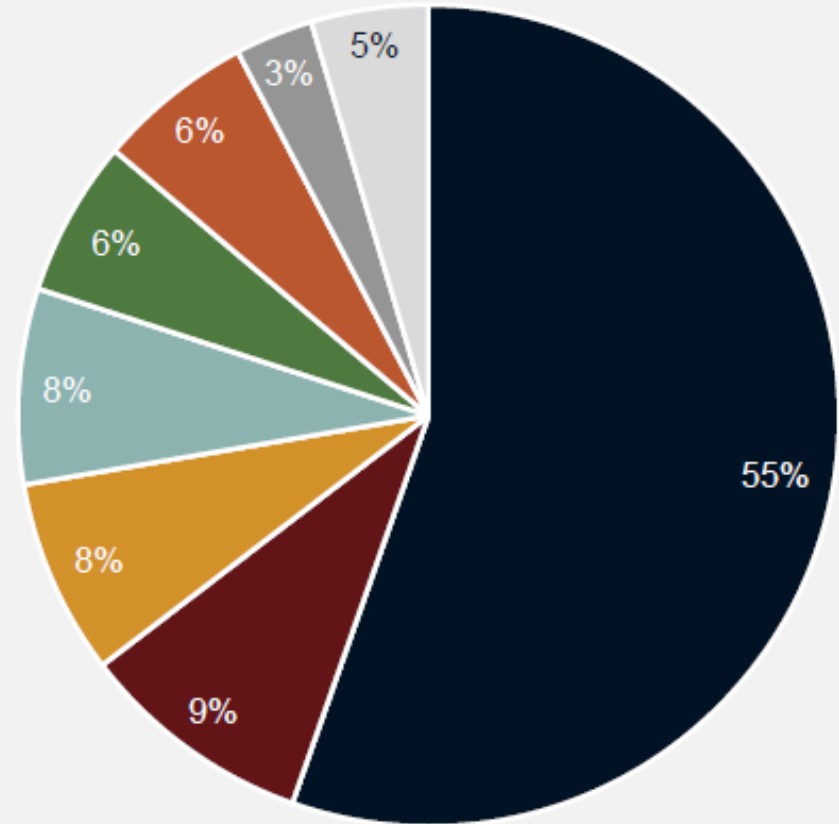
REASON GIVEN FOR PROJECTS LOST

IN 2022, NORTH CAROLINA LOST 65 PROJECTS TO OTHER LOCATIONS

► The majority (55%) of our projects lost in 2022 were due to lack of suitable real estate options

REASON LOST:

- Lack of Suitable Building/Site – 36 projects (55%)
- Incentives – 6 projects (9%)
- Expanded at Current Location – 5 projects (8%)
- Outside of Search Area – 5 projects (8%)
- Excessive Land/Building Costs – 4 projects (6%)
- Proximity to Supply Chain Customers – 4 projects (6%)
- Local Issues – 2 project (3%)
- Other – 3 projects (5%)





REAL ESTATE REQUESTS

MANUFACTURING PROJECTS ONLY – RAIL SERVICE

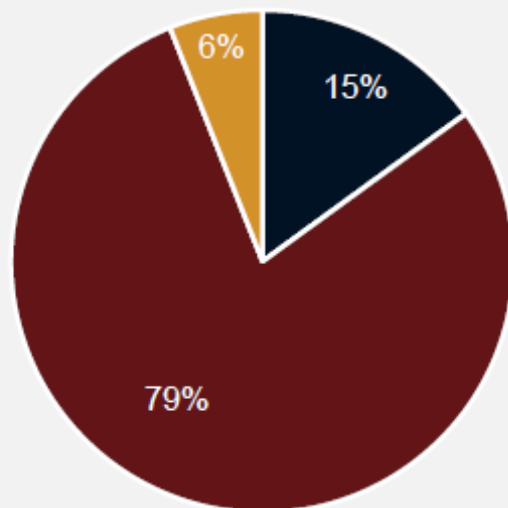
IN 2022, EDPNC ASSISTED WITH 185* MANUFACTURING REAL ESTATE REQUESTS

- ▶ 94 projects provided building specifications (requests for a building or were open to both building & site options)
- ▶ 122 projects provided site specifications (requests for a site or were open to both building & site options)

Building Requests: Requirement for Rail Service on site:

- Yes – 14 projects (15%)
- No – 74 projects (79%)
- Preferred – 6 projects (6%)

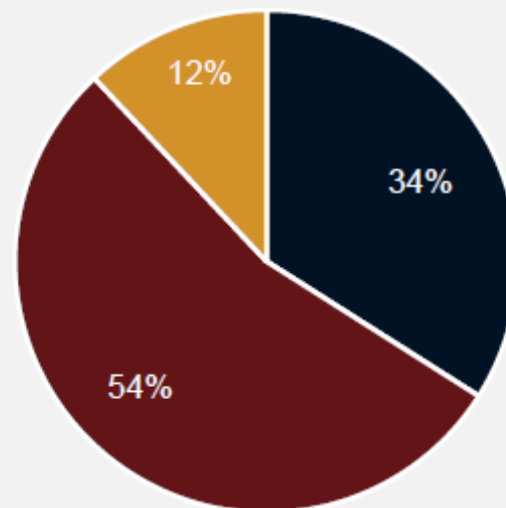
Building Requests



Sites Requests: requirement for Rail Service on site:

- Yes – 42 projects (34%)
- No – 66 projects (54%)
- Preferred – 14 projects (12%)

Site Requests

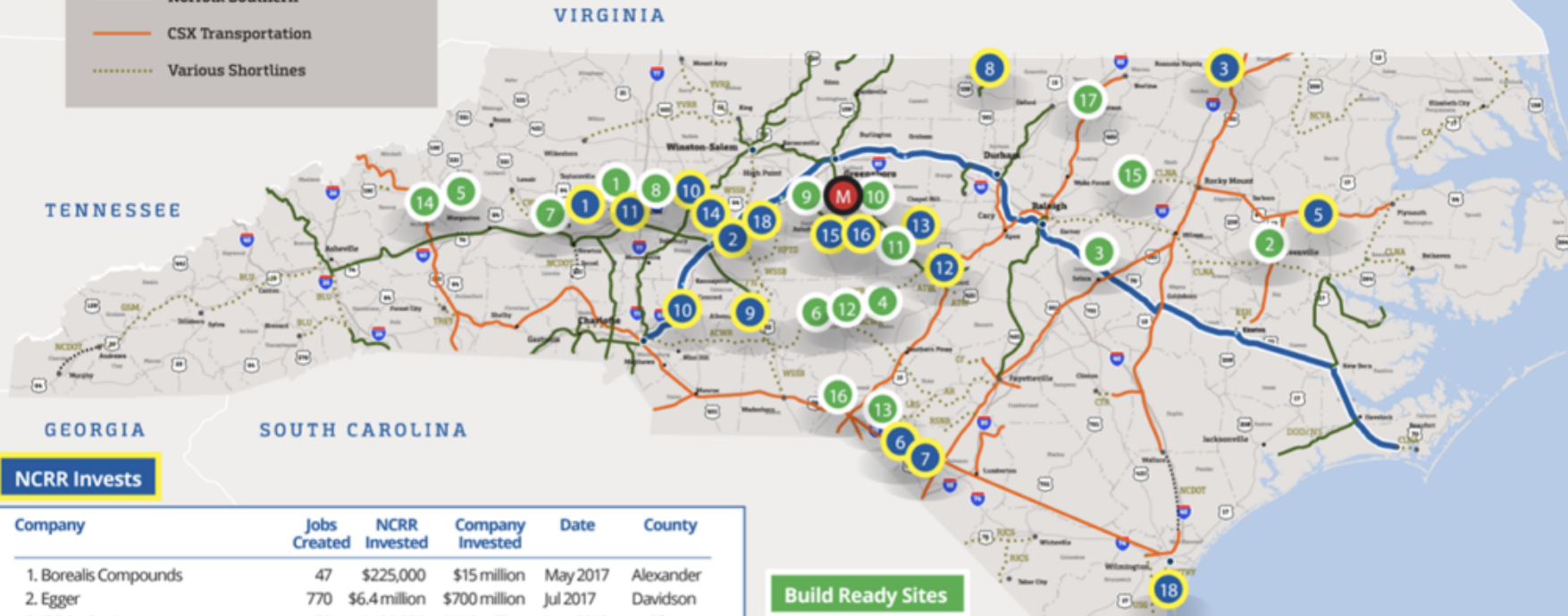


*These are Business Recruitment projects that include only companies that were considering a new facility to the state. No existing company same-site expansions are included in this data.

NCRR Economic Development Map

Freight Routes

- North Carolina Railroad Company
*Norfolk Southern Class I Freight Service
- Norfolk Southern
- CSX Transportation
- - - - - Various Shortlines



NCRR Invests

Company	Jobs Created	NCRR Invested	Company Invested	Date	County
1. Borealis Compounds	47	\$225,000	\$15 million	May 2017	Alexander
2. Egger	770	\$6.4 million	\$700 million	Jul 2017	Davidson
3. JBB Packaging	50	\$400,000	\$11.9 million	Nov 2018	Halifax
5. Weitron	31	\$467,000	\$7 million	Apr 2017	Martin
6. Edwards Wood Products	91	\$450,000	\$50 million	Jul 2017	Scotland
7. Mountaire Farms	65	\$650,000	\$44 million	Jan 2017	Scotland
8. Nestle Purina	300	\$2.1 million	\$450 million	Oct 2020	Rockingham
9. Charlotte Pipe and Foundry	400	\$1.5 million	\$325 million	June 2020	Stanly
10. Red Bull/Rauch/Ball	633	\$700,000	\$900 million	July 2021	Cabarrus
11. Sherwin-Williams	183	\$300,000	\$324 million	Feb 2022	Iredell
12. Service Offsite Solutions	235	\$300,000	\$18 million	Mar 2022	Lee
13. VinFast	7,500	\$1 million	\$4 billion	Mar 2022	Chatham
14. Nucor	180	\$750,000	\$350 million	April 2022	Davidson
15. Technimark	220	\$250,000	\$62 million	April 2022	Randolph
16. Sumitomo Forestry America, Inc	129	\$200,000	\$19.5 million	Dec 2022	Randolph
17. Siemens Mobility	506	\$1 million	\$220 million	Mar 2023	Davidson
18. Epsilon Advanced Materials	500	\$500,000	\$650 million	Oct 2023	Brunswick

Build Ready Sites

County	NCRR Award Amount	County	NCRR Award Amount
1. Alexander 2021	\$500,000	8. Iredell 2022	\$500,000
2. Pitt 2021	\$500,000	9. Randolph 2022	\$500,000
3. Johnston 2021	\$750,000	10. Chatham 2022	\$500,000
4. Moore 2021	\$167,000	11. Chatham 2022	\$500,000
5. Burke 2021	\$500,000	12. Montgomery 2022	\$500,000
6. Montgomery 2021	\$500,000	13. Scotland 2022	\$400,000
7. Catawba 2022	\$500,000	14. Burke 2023	\$500,000
		15. Nash 2023	\$500,000
		16. Richmond 2023	\$500,000
		17. Warren 2023	\$500,000

Greensboro-Randolph Megawatt

Company	Jobs Created	NCRR Invested	Company Invested	Date	County
Toyota	5,000	\$35 million	\$13.9 billion	Dec 2021	Randolph



Funding Terms for Project Budget

- 60% grant award up to \$500,000
- 40% local match requirement (no specification of source)
- \$500,000 grant award will require a \$200,000 local match
- Flexible parameters around eligible costs



Performance Milestones

- Five years to sell to a rail user (beginning at contract execution)
- Work must begin within 2 years
- 18 months significant progress milestone



Performance Requirements

- Attracting a rail user is the goal of this funding
- If sold to a non-rail user, the county must repay the grant award
 - Percentage reduction applies after 3-years time through end of 5-year performance period
- 5-year expiration date on performance agreement
 - If land is not sold within 5 years, no claw backs of funding



Proposed Project Budget

Lot 2: 66 acres	<i>Expense</i>	NCRR	Match	<i>GoldenLEAF SITE (Due Dil)</i>	<i>GoldenLEAF SITE (Dev)</i>
Phase II					
Threatened and Endangered Species Report	\$3,500.00		\$3,500	\$3,500	
Initial historical, archeological, and cultural resources review	\$2,000.00		\$2,000	\$2,000	
Boundary survey	\$10,000.00		\$10,000	\$10,000	
Buildable area summary map	\$7,000.00		\$7,000	\$7,000	
Existing utilities capacity analysis, water system flow, map	\$14,000.00		\$14,000	\$14,000	
Tree clearing (approx 14 acres) and structure removal			\$88,000		\$88,000
Utility extension (3,900 FT)	\$996,520.00	\$500,000	\$496,520		\$496,520
	Total Source Funds	\$500,000	\$621,020	\$36,500	\$584,520
	TOTAL PROJECT	\$1,121,020			

Proposed Project Budget- Alternate Scenario

Lot 2: 66 acres	<i>Expense</i>	NCRR	Match	<i>GoldenLEAF SITE (Due Dil)</i>	<i>GoldenLEAF SITE (Dev)</i>
Phase II					
Threatened and Endangered Species Report	\$3,500.00		\$3,500	\$3,500	
Initial historical, archeological, and cultural resources review	\$2,000.00		\$2,000	\$2,000	
Boundary survey	\$10,000.00		\$10,000	\$10,000	
Buildable area summary map	\$7,000.00		\$7,000	\$7,000	
Existing utilities capacity analysis, water system flow, map	\$14,000.00		\$14,000	\$14,000	
Tree clearing (approx 14 acres) and structure removal		\$90,000			
Utility extension (1,920 FT)	\$507,595	\$417,595	\$90,000		\$90,000
	Total Source Funds	\$500,000	\$126,500	\$36,500	\$90,000
	TOTAL PROJECT				

TO: Warren County Board of Commissioners

THROUGH: Vincent Jones, County Manager

THROUGH: Eric St. Sing, Public Utilities Director

FROM: Lauren Fowler, Public Utilities Assistant Director

DATE: February 20, 2024

SUBJECT: Engineering Service Contract – Eaton’s Ferry Sewer Extension

Background

Renew Engineering Services contract with Rivers and Associates, Inc to provide study and report phase, final design phase, boundary and topo survey/base mapping, site & easement survey/mapping and additional services for grant administration for the Eaton’s Ferry Sewer Extension project.

Fiscal Impact

Total \$326,000.00 – grant funding available.

Recommendation

I recommend that the Board approve Utilities to approve the Engineering Service contract with Rivers and Associates, Inc.

February 14, 2024

Mr. Vincent Jones, County Manager
Warren County
602 W. Ridgeway Street
P.O. Box 619
Warrenton, NC 27589

SUBJECT: Warren County
Eaton's Ferry Sewer Extension
Rivers File 2023051 B

Dear Mr. Jones:

Enclosed for approval and execution between Warren County and Rivers & Associates, Inc., please find two (2) signed originals of *EJCDC E-500, Agreement Between Owner and Engineer for Professional Services* for the subject project. Please include approval and execution of this Agreement on the agenda for the March 4, 2024 regular meeting of the Warren County Board of Commissioners. Following approval, please execute both Agreements as indicated and return one (1) original for our file.

We appreciate the opportunity to provide engineering services to Warren County. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Frederick L. Stowe'.

Frederick L. Stowe, P.E.
Project Manager

Enclosures

cc: Mr. Eric St. Sing, Warren County Public Utilities
File w/ encl.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of March 4, 2024 ("Effective Date") between
Warren County ("Owner") and
Rivers & Associates, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Eaton's Ferry Sewer Extension ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Study and Report Phase, Final Design Phase, Route and Topo Survey/Base Mapping, Site & Easement Survey/Mapping and Additional Services - Grant Administration.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer's services;
 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit - Deleted*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application

and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the

contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the

other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance,

resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, ~~Construction Cost Limit.~~ **Not Used**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 Total Agreement

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Warren County

By(Signature): _____

Print name: Jennifer Pierce

Title: Chairman, Board of Commissioners

Date Signed: _____

Attest: _____

Name: Paula Pulley

Title: Clerk to the Board

(SEAL)

Engineer: Rivers & Associates, Inc.

By(Signature): _____

Print name: Gregory J. Churchill, P.E.

Title: President

Date Signed: 2-14-24

Attest: _____

Name: Dwight Vernelson, P.E.

Title: Vice President/ Corporate Secretary

(SEAL)



Engineer License or Firm's Certificate No. (if required):

F-0334

State of: North Carolina

Address for Owner's receipt of notices:

602 W. Ridgeway Street

P.O. Box 619

Warrenton, NC 27589

Designated Representative (Paragraph 8.03.A):

Vincent Jones

Title: County Manager

Phone Number: (252) 257-3115

E-Mail Address: vincentjones@warrencountync.gov

Address for Engineer's receipt of notices:

107 East Second Street

P.O. Box 929

Greenville, NC 27858 (Street) or 27835 (P.O. Box)

Designated Representative (Paragraph 8.03.A):

Frederick L. Stowe, P.E.

Title: Project Manager

Phone Number: (252) 752-4135

E-Mail Address: fstowe@riversandassociates.com

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

By (Signature): _____

Typed Name: Nikki Dickerson

Finance Officer

Date: _____

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: N/A
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify N/A alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables:
N/A
15. Furnish 2 review copies of the Report and any other Study and Report Phase deliverables to Owner within 90 days of the Effective Date and review it with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

Exhibit A – Engineer's Services.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 2 copies of the revised Report and any other Study and Report Phase deliverables to the Owner within 30 days of receipt of Owner's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase* **(Not Applicable)**

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
N/A
 10. Furnish N/A review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within N/A days of authorization to proceed with this phase, and review them with Owner. Within N/A days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner N/A copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within N/A days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables:
Plan Review Permit Applications for Sewer Extension
10. Furnish for review by Owner, its legal counsel, and other advisors, 2 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 360 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 2 final copies of such documents to Owner within 30 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
 - C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
 - D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase (Not Applicable)*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.

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5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
DBE Bidding Assistance for the Owner
DBE Bidding Review for the Bidders
10. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase (Not Applicable)*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties,

responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

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- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties

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that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents

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to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

None

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase (Not Applicable)*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

N/A

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

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13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

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28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
 29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. **The following additional services are anticipated to be required and are part of this Agreement:**
- Additional Services – Site & Easement Survey/Mapping**
Additional Services – Grant Administration

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 4, 2024.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

Exhibit B – Owner's Responsibilities.

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- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following:

None

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated March 4, 2024 .

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$ 326,000.00 based on the following estimated distribution of compensation:

- | | |
|---------------------------------|----------------------|
| a. Study and Report Phase | \$ <u>53,000.00</u> |
| b. Preliminary Design Phase | \$ <u>N/A</u> |
| c. Final Design Phase | \$ <u>188,500.00</u> |
| d. Topographic Survey | \$ <u>84,500.00</u> |
| e. Bidding or Negotiating Phase | \$ <u>N/A</u> |
| f. Construction Phase | \$ <u>N/A</u> |
| g. Post-Construction Phase | \$ <u>N/A</u> |

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): N/A

5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the

billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 15 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 4, 2024.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 4. The total compensation for services under Paragraph C2.01 is estimated to be \$0.00 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$ <u> </u> N/A
b. Preliminary Design Phase	\$ <u> </u> N/A
c. Final Design Phase	\$ <u> </u> N/A
d. Bidding or Negotiating Phase	\$ <u> </u> N/A
e. Construction Phase	\$ <u> </u> N/A
f. Post-Construction Phase	\$ <u> </u> N/A
 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of April 1st) to reflect equitable changes in the compensation payable to Engineer.

B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-2 is conditioned on a period of service not exceeding N/A months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.15.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment (Not Applicable)

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$ N/A based upon part-time RPR services, over a N/A day construction schedule.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.15.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of April 1st) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.

**Exhibit C – Compensation Packet RPR-2: Resident Project Representative Services—
Standard Hourly Rates Method of Payment.**

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. *Estimated Compensation Amounts:*

a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of April 1st) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.

**Exhibit C – Compensation Packet AS-1: Additional Services –
Standard Hourly Rates Method of Payment.**

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

D. The Total Compensation for Services under Paragraph C2.05 is estimated to be \$ 35,000.00 based on the following estimated distribution of compensation:

- | | |
|---|---------------------|
| 1. Additional Services – Site & Easement Survey/Mapping | \$ <u>32,000.00</u> |
| 2. Additional Services – Grant Administration | \$ <u>3,000.00</u> |

E. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 4, 2024.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8.5" x 11" Black & White Copies	<u>.06</u> /each
8.5" x 11" Black & White Scans	<u>.06</u> /each
8.5" x 14" Black & White Copies	<u>.10</u> /each
8.5" x 14" Black & White Scans	<u>.10</u> /each
11" x 17" Black & White Copies	<u>.25</u> /each
11" x 17" Black & White Scans	<u>.25</u> /each
All above listed sizes of Color Copies	<u>\$1.00</u> /each
All above listed sizes of Color Scans	<u>\$1.00</u> /each
Color Plot all sizes	<u>\$2.50</u> per square foot
18" x 24" Black & White Plan Prints	<u>\$1.50</u> /each
18" x 24" Black & White Plan Scans	<u>\$1.50</u> /each
24" x 36" Black & White Plan Prints	<u>\$2.50</u> /each
24" x 36" Black & White Plan Scans	<u>\$2.50</u> /each
30" x 42" Black & White Plan Prints	<u>\$5.00</u> /each
30" x 42" Black & White Plan Scans	<u>\$5.00</u> /each
Larger size Plan Prints	<u>\$</u> subject to square footage
Mylar Prints - 18" x 24"	<u>\$20.00</u> /each
Mylar Prints - 24" x 36"	<u>\$30.00</u> /each
Mylar Prints - 30" x 42"	<u>\$40.00</u> /each
CD of Scans	<u>\$5.00</u> /each
Resident Project Representative Equipment	<u></u> /month
Long Distance Phone Calls	at cost
Mobile Phone	<u>\$2.00</u> /day
Meals and Lodging	at cost
Miscellaneous Expenses	at cost
External Reimbursable Expenses	at cost x 1.15
3 Ring Binders up to 2 inches	<u>\$10.00</u> / each
3 Ring Binders over 2 inches	<u>\$25.41</u> / each

This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 4, 2024.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2 **and are subject to annual review and adjustment as of June 30th.**

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

EMPLOYEE CLASSIFICATION:

Principal
Project Manager
Project Engineer
Design Engineer
Landscape Architect
Planner
Designer
CAD Technician
Project Surveyor
Party Chief
Surveyor Technician
1-Man Robotic
Resident Project Representative
Administrative Assistant
Intern Tech
Sub-Consultants and Fees
Travel
Miscellaneous Expense

HOURLY RATES:

\$195.00
\$140.00 to \$190.00
\$115.00 to \$175.00
\$90.00 to \$110.00
\$90.00 to \$140.00
\$75.00 to \$100.00
\$85.00 to \$130.00
\$70.00 to \$80.00
\$95.00 to \$140.00
\$60.00 to \$115.00
\$50.00 to \$70.00
\$105.00 to \$140.00
\$65.00 to \$110.00
\$65.00 to \$80.00
\$40.00
1.15 x Cost
Current IRS Rate
Cost

Summary of Engineering Fees

C2.01.1 Compensation for Basic Services (other than Resident Project Representative) - Lump Sum Method of Payment

A.1.a.	Study and Report Phase	\$ <u>53,000.00</u>
A.1.b.	Preliminary Design Phase	\$ <u>N/A</u>
A.1.c.	Final Design Phase	\$ <u>188,500.00</u>
A.1.d.	Topographic Survey	\$ <u>84,500.00</u>
A.1.e.	Bidding or Negotiating Phase	\$ <u>N/A</u>

C2.01.2 Compensation for Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A.4.a.	Study and Report Phase	\$ <u>N/A</u>
A.4.b.	Preliminary Design Phase	\$ <u>N/A</u>
A.4.c.	Final Design Phase	\$ <u>N/A</u>
A.4.d.	Bidding or Negotiating Phase	\$ <u>N/A</u>
A.4.e.	Construction Phase	\$ <u>N/A</u>
A.4.f.	Post-Construction Phase	\$ <u>N/A</u>

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A.1.	Resident Project Representative Services	\$ <u>N/A</u>
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C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

D.1.	Additional Services – Site & Easement Survey/Mapping	\$ <u>32,000.00</u>
D.2.	Additional Services – Grant Administration	\$ <u>3,000.00</u>

C2.01.1 through C2.05 TOTAL **\$ 361,000.00**

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 4, 2024 .

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative (Not Applicable)

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities,

decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a

Exhibit D - Resident Project Representative.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 4, 2024.



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- | | |
|--|--------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Bodily injury, each accident: | \$ 100,000 |
| 2) Bodily injury by disease, each employee: | \$ 100,000 |
| 3) Bodily injury/disease, aggregate: | \$ 500,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$ 1,000,000 |
| 2) General Aggregate: | \$ 2,000,000 |
| d. Excess or Umbrella Liability -- | |
| 1) Per Occurrence: | \$ 2,000,000 |
| 2) General Aggregate: | \$ 2,000,000 |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| | \$ 1,000,000 |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$ 2,000,000 |
| 2) Annual Aggregate | \$ 2,000,000 |
| g. Other (specify): | \$ _____ |

2. By Owner:

a. Workers' Compensation:

Statutory

b. Employer's Liability --

- | | |
|--|------------|
| 1) Bodily injury, Each Accident | \$ 100,000 |
| 2) Bodily injury by Disease, Each Employee | \$ 100,000 |
| 3) Bodily injury/Disease, Aggregate | \$ 500,000 |

c. General Liability --

- | | |
|---|--------------|
| 1) General Aggregate: | \$ 2,000,000 |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$ 1,000,000 |

d. Excess Umbrella Liability

- | | |
|-----------------------|--------------|
| 1) Per Occurrence: | \$ 2,000,000 |
| 2) General Aggregate: | \$ 2,000,000 |

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$ 1,000,000

f. Other (specify):

\$ _____

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:
 - a. Rivers & Associates, Inc.
Engineer
 - b. Dibble & Pledger, PA
Engineer's Consultant
 - c. _____
Engineer's Consultant
 - d. _____
[other]
2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 4, 2024 .

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually agreeable mediator. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 4, 2024.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$10,000.00.
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or consultants.

- B. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT J**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 4, 2024 .

Special Provisions

The Agreement is amended to include the following agreements of the parties:

Project Description:

General:

The project consists of the planning and design of three (3) packaged wastewater pump stations and approximately 41,200 LF of 6" sewer force main to serve a proposed development located in the Eaton's Ferry area on the south side of Lake Gaston in Warren County. It is proposed to locate the pump stations and the sewer force main along the NC Highway 903 corridor between the Eaton's Ferry area and the Town of Littleton.

Scope of Engineering Services:

Warren County was awarded a Pre-construction Planning Grant by NCDEQ – Division of Water Infrastructure in the total amount of \$400,000.00 to fund the planning and design of the Eaton's Ferry Sewer Extension under Project No.: SRP-W-ARP-0263. These funds will pay for the planning and design of the project. Funds for the construction of the project are not in place as of the date of this Agreement. Therefore, the Engineering services included in this Agreement consist of Study and Report Phase, Final Design Phase, Topographic Surveys and Additional Services for Site and Easement Surveys/Mapping and Grant Administration. Construction Phase and Resident Project Representative Services will be added by amendment to this Agreement when funds for construction are secured.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 4, 2024.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: _____

Owner: _____

Engineer: _____

Project: _____

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____
Title: _____
Date Signed: _____

By: _____
Print
name: _____
Title: _____
Date Signed: _____

TO: Warren County Board of Commissioners

THROUGH: Vincent Jones, County Manager

THROUGH: Eric St. Sing, Public Utilities Director

FROM: Lauren Fowler, Public Utilities Assistant Director

DATE: February 20, 2024

SUBJECT: Engineering Service Contract – Regional Elevated Storage Tank

Background

Renew Engineering Services contract with Rivers and Associates, Inc to provide study and report phase, final design phase, boundary and topo survey and additional services for grant administration for the Regional Elevated Storage Tank project.

Fiscal Impact

Total \$159,500.00 – grant funding available.

Recommendation

I recommend that the Board approve Utilities to approve the Engineering Service contract with Rivers and Associates, Inc.

February 14, 2024

Mr. Vincent Jones, County Manager
Warren County
602 W. Ridgeway Street
P.O. Box 619
Warrenton, NC 27589

SUBJECT: Warren County
Regional Elevated Storage Tank
Rivers File 2023050 B

Dear Mr. Jones:

Enclosed for approval and execution between Warren County and Rivers & Associates, Inc., please find two (2) signed originals of *EJCDC E-500, Agreement Between Owner and Engineer for Professional Services* for the subject project. Please include approval and execution of this Agreement on the agenda for the March 4, 2024 regular meeting of the Warren County Board of Commissioners. Following approval, please execute both Agreements as indicated and return one (1) original for our file.

We appreciate the opportunity to provide engineering services to Warren County. If you have any questions, please do not hesitate to contact me.

Sincerely,



Frederick L. Stowe, P.E.
Project Manager

Enclosures

cc: Mr. Eric St. Sing, Warren County Public Utilities
File w/ encl.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of March 4, 2024 ("Effective Date") between
Warren County ("Owner") and
Rivers & Associates, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Regional Elevated Storage Tank ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Study and Report Phase, Final Design Phase, Boundary and Topo Survey and Additional Services – Grant Administration.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit - Deleted*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

This document is a MODIFIED version of EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application

and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the

contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 Indemnification and Mutual Waiver

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the

other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance,

resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, ~~Construction Cost Limit.~~ **Not Used**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 Total Agreement

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Warren County

By(Signature): _____

Print name: Jennifer Pierce

Title: Chairman, Board of Commissioners

Date Signed: _____

Attest: _____

Name: Paula Pulley

Title: Clerk to the Board

(SEAL)

Engineer: Rivers & Associates, Inc.

By(Signature): _____

Print name: Gregory J. Churchill, P.E.

Title: President

Date Signed: 2-14-24

Attest: _____

Name: Dwight Vernelson, P.E.

Title: Vice President/ Corporate Secretary

(SEAL)



Engineer License or Firm's Certificate No. (if required):

F-0334

State of: North Carolina

Address for Owner's receipt of notices:

602 W. Ridgeway Street

P.O. Box 619

Warrenton, NC 27589

Designated Representative (Paragraph 8.03.A):

Vincent Jones

Title: County Manager

Phone Number: (252) 257-3115

E-Mail Address: vincentjones@warrencountync.gov

Address for Engineer's receipt of notices:

107 East Second Street

P.O. Box 929

Greenville, NC 27858 (Street) or 27835 (P.O. Box)

Designated Representative (Paragraph 8.03.A):

Frederick L. Stowe, P.E.

Title: Project Manager

Phone Number: (252) 752-4135

E-Mail Address: fstowe@riversandassociates.com

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

By (Signature): _____

Typed Name: Nikki Dickerson

Finance Officer

Date: _____

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: N/A
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify N/A alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables:
N/A
15. Furnish 2 review copies of the Report and any other Study and Report Phase deliverables to Owner within 90 days of the Effective Date and review it with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

Exhibit A – Engineer's Services.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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and American Society of Civil Engineers. All rights reserved.

16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 2 copies of the revised Report and any other Study and Report Phase deliverables to the Owner within 30 days of receipt of Owner's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase (Not Applicable)

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

N/A

10. Furnish N/A review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within N/A days of authorization to proceed with this phase, and review them with Owner. Within N/A days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner N/A copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within N/A days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables:
Plan Review Permit Applications for Sewer Extension
10. Furnish for review by Owner, its legal counsel, and other advisors, 2 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 360 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 2 final copies of such documents to Owner within 30 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 Bidding or Negotiating Phase (Not Applicable)

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.

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5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
 - DBE Bidding Assistance for the Owner**
 - DBE Bidding Review for the Bidders**
10. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase (Not Applicable)

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties,

responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

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- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties

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that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents

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to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

None

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase (Not Applicable)*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

N/A

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

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5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

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13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

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28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

B. The following additional services are anticipated to be required and are part of this Agreement:

Additional Services – Grant Administration

A2.02 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

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8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 4, 2024.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following:

None

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated March 4, 2024.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$ 156,500.00 based on the following estimated distribution of compensation:

- | | |
|------------------------------------|---------------------|
| a. Study and Report Phase | \$ <u>68,500.00</u> |
| b. Preliminary Design Phase | \$ <u>N/A</u> |
| c. Final Design Phase | \$ <u>67,500.00</u> |
| d. Boundary and Topographic Survey | \$ <u>20,500.00</u> |
| e. Bidding or Negotiating Phase | \$ <u>N/A</u> |
| f. Construction Phase | \$ <u>N/A</u> |
| g. Post-Construction Phase | \$ <u>N/A</u> |

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): N/A

5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the

billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 15 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 4. The total compensation for services under Paragraph C2.01 is estimated to be \$0.00 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$ <u> N/A </u>
b. Preliminary Design Phase	\$ <u> N/A </u>
c. Final Design Phase	\$ <u> N/A </u>
d. Bidding or Negotiating Phase	\$ <u> N/A </u>
e. Construction Phase	\$ <u> N/A </u>
f. Post-Construction Phase	\$ <u> N/A </u>
 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of April 1st) to reflect equitable changes in the compensation payable to Engineer.

B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-2 is conditioned on a period of service not exceeding N/A months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.15.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment (Not Applicable)

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$ N/A based upon part-time RPR services, over a N/A day construction schedule.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.15.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of April 1st) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.

**Exhibit C – Compensation Packet RPR-2: Resident Project Representative Services—
Standard Hourly Rates Method of Payment.**

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of April 1st) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.

**Exhibit C – Compensation Packet AS-1: Additional Services –
Standard Hourly Rates Method of Payment.**

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

D. The Total Compensation for Services under Paragraph C2.05 is estimated to be \$ 3,000.00 based on the following estimated distribution of compensation:

1. Additional Services – Grant Administration \$ 3,000.00

E. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 4, 2024 .

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8.5" x 11" Black & White Copies	<u>.06</u> /each
8.5" x 11" Black & White Scans	<u>.06</u> /each
8.5" x 14" Black & White Copies	<u>.10</u> /each
8.5" x 14" Black & White Scans	<u>.10</u> /each
11" x 17" Black & White Copies	<u>.25</u> /each
11" x 17" Black & White Scans	<u>.25</u> /each
All above listed sizes of Color Copies	<u>\$1.00</u> /each
All above listed sizes of Color Scans	<u>\$1.00</u> /each
Color Plot all sizes	<u>\$2.50</u> per square foot
18" x 24" Black & White Plan Prints	<u>\$1.50</u> /each
18" x 24" Black & White Plan Scans	<u>\$1.50</u> /each
24" x 36" Black & White Plan Prints	<u>\$2.50</u> /each
24" x 36" Black & White Plan Scans	<u>\$2.50</u> /each
30" x 42" Black & White Plan Prints	<u>\$5.00</u> /each
30" x 42" Black & White Plan Scans	<u>\$5.00</u> /each
Larger size Plan Prints	<u>\$</u> subject to square footage
Mylar Prints - 18" x 24"	<u>\$20.00</u> /each
Mylar Prints - 24" x 36"	<u>\$30.00</u> /each
Mylar Prints - 30" x 42"	<u>\$40.00</u> /each
CD of Scans	<u>\$5.00</u> /each
Resident Project Representative Equipment	<u></u> /month
Long Distance Phone Calls	at cost
Mobile Phone	<u>\$2.00</u> /day
Meals and Lodging	at cost
Miscellaneous Expenses	at cost
External Reimbursable Expenses	at cost x 1.15
3 Ring Binders up to 2 inches	<u>\$10.00</u> / each
3 Ring Binders over 2 inches	<u>\$25.41</u> / each

This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 4, 2024 .

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2 **and are subject to annual review and adjustment as of June 30th.**

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

<u>EMPLOYEE CLASSIFICATION:</u>	<u>HOURLY RATES:</u>
Principal	\$195.00
Project Manager	\$140.00 to \$190.00
Project Engineer	\$115.00 to \$175.00
Design Engineer	\$90.00 to \$110.00
Landscape Architect	\$90.00 to \$140.00
Planner	\$75.00 to \$100.00
Designer	\$85.00 to \$130.00
CAD Technician	\$70.00 to \$80.00
Project Surveyor	\$95.00 to \$140.00
Party Chief	\$60.00 to \$115.00
Surveyor Technician	\$50.00 to \$70.00
1-Man Robotic	\$105.00 to \$140.00
Resident Project Representative	\$65.00 to \$110.00
Administrative Assistant	\$65.00 to \$80.00
Intern Tech	\$40.00
Sub-Consultants and Fees	1.15 x Cost
Travel	Current IRS Rate
Miscellaneous Expense	Cost

Summary of Engineering Fees

C2.01.1 Compensation for Basic Services (other than Resident Project Representative) - Lump Sum Method of Payment

A.1.a.	Study and Report Phase	\$ <u>68,500.00</u>
A.1.b.	Preliminary Design Phase	\$ <u>N/A</u>
A.1.c.	Final Design Phase	\$ <u>67,500.00</u>
A.1.d.	Boundary and Topographic Survey	\$ <u>20,500.00</u>
A.1.e.	Bidding or Negotiating Phase	\$ <u>N/A</u>

C2.01.2 Compensation for Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A.4.a.	Study and Report Phase	\$ <u>N/A</u>
A.4.b.	Preliminary Design Phase	\$ <u>N/A</u>
A.4.c.	Final Design Phase	\$ <u>N/A</u>
A.4.d.	Bidding or Negotiating Phase	\$ <u>N/A</u>
A.4.e.	Construction Phase	\$ <u>N/A</u>
A.4.f.	Post-Construction Phase	\$ <u>N/A</u>

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A.1.	Resident Project Representative Services	\$ <u>N/A</u>
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C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

D.1.	Additional Services – Grant Administration	\$ <u>3,000.00</u>
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C2.01.1 through C2.05 TOTAL **\$ 159,500.00**

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 4, 2024.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative (Not Applicable)

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities,

decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a

Exhibit D - Resident Project Representative.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 4, 2024 .



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

Exhibit E – Notice of Acceptability of Work.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- | | |
|--|--------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Bodily injury, each accident: | \$ 100,000 |
| 2) Bodily injury by disease, each employee: | \$ 100,000 |
| 3) Bodily injury/disease, aggregate: | \$ 500,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$ 1,000,000 |
| 2) General Aggregate: | \$ 2,000,000 |
| d. Excess or Umbrella Liability -- | |
| 1) Per Occurrence: | \$ 2,000,000 |
| 2) General Aggregate: | \$ 2,000,000 |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| | \$ 1,000,000 |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$ 2,000,000 |
| 2) Annual Aggregate | \$ 2,000,000 |
| g. Other (specify): | \$ _____ |

2. By Owner:

a. Workers' Compensation:

Statutory

b. Employer's Liability --

- | | |
|--|------------|
| 1) Bodily injury, Each Accident | \$ 100,000 |
| 2) Bodily injury by Disease, Each Employee | \$ 100,000 |
| 3) Bodily injury/Disease, Aggregate | \$ 500,000 |

c. General Liability --

- | | |
|---|--------------|
| 1) General Aggregate: | \$ 2,000,000 |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$ 1,000,000 |

d. Excess Umbrella Liability

- | | |
|-----------------------|--------------|
| 1) Per Occurrence: | \$ 2,000,000 |
| 2) General Aggregate: | \$ 2,000,000 |

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$ 1,000,000

f. Other (specify):

\$ _____

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:
 - a. Rivers & Associates, Inc.
Engineer
 - b. Dibble & Pledger, PA
Engineer's Consultant
 - c. _____
Engineer's Consultant
 - d. _____
[other]
2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 4, 2024.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually agreeable mediator. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$10,000.00.
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or consultants.

- B. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT J**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 4, 2024 .

Special Provisions

The Agreement is amended to include the following agreements of the parties:

Project Description:

General:

The project consists of the planning and design of a Regional Elevated Storage Tank with a capacity of 1.0 million gallons. The purpose of the tank is to increase the reliability of Warren County's Water System to provide water supply during a prolonged interruption of water supply to the county or prolonged power outage. The tank will also optimize the operation of various components of the water system by eliminating short-cycling of the Ridgeway Booster Pump Station and repeated filling and emptying of the Norlina Elevated Storage Tank which occurs several times a day.

Scope of Engineering Services:

Warren County was awarded a Pre-construction Planning Grant by NCDEQ – Division of Water Infrastructure in the total amount of \$189,500.00 to fund the planning and design of the Regional Elevated Storage Tank under Project No.: SRP-D-ARP-0134. These funds will pay for the planning and design of the project. Funds for the construction of the project are not in place as of the date of this Agreement. Therefore, the Engineering services included in this Agreement consist of Study and Report Phase, Final Design Phase, Boundary and Topographic Surveys and Additional Services for Grant Administration. Construction Phase and Resident Project Representative Services will be added by amendment to this Agreement when funds for construction are secured.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 4, 2024.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: _____

Owner: _____

Engineer: _____

Project: _____

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____

Print

name: _____

Title: _____

Date Signed: _____

By: _____

Print

name: _____

Title: _____

Date Signed: _____



Planning/Zoning and Code Enforcement Department

542 West Ridgeway Street

Warrenton, NC 27589

(PH) 252-257-7027 (FX) 252-257-1083

TO: Warren County Planning Board, County Manager and County Attorney

FROM: David Wise - Planning & Zoning Administrator

DATE: February 6th, 2024

RE: Proposed Text Amendment

Warren County currently prohibits the following school uses both public and private to be located in a Light Industrial District. Warren County staff is proposing an amendment to Table II-2 Permitted Uses to allow both public, private school uses to change from prohibited "X" to a "SU" or Special Use Permit required.

The text amendment will include the following revisions throughout the ordinance, amendments are shown in red;

1. **Table II-2 Permitted Uses** | Use – Light Industrial Change: **School Uses of public and private from X – Prohibited to a "SU" Special Use Permit.**

USES	IOD	AR	RL	R	GC	TC	LB	NB	HB	LI	HI	NOTES PER DISTRICT
Schools, public and private	X	P	SU	SU	SU	X	SU	SU	X	SU	X	

2. Section II - District Regulations

➤ 27. Schools, public and private

- All buildings and swimming pools (when provided) shall be set back a minimum of fifty (50) feet from all exterior property lines.
- Buffering shall comply with Paragraph I.E of this ordinance.
- Lighting shall be provided, if applicable, such that it is not directed on to any other residential lot, or road.
- Any school buildings and swimming pools (when provided), located on a property zoned Light Industrial shall comply with all setbacks of the district, and also maintain to the maximum extent feasible a twenty foot (20') of undisturbed natural area, or provide an appropriate level of vegetative plantings to the discretion of the Planning and Zoning Administrator along the property lines which border pre-existing development.**

This amendment will require planning board and BOC action as well as advertisement and a public hearing. There are statutory requirements for advertising this that will need to be met. Guidance on published notices is as follows:

- § 160D-601. Procedure for adopting, amending, or repealing development regulations. (a) Hearing with Published Notice. – Before adopting, amending, or repealing any ordinance or development regulation authorized by this Chapter, the governing board shall hold a legislative hearing. A notice of the hearing shall be given once a week for two successive calendar weeks in a newspaper having general circulation in the area. The notice shall be published the first time not less than 10 days nor more than 25 days before the date scheduled for the hearing. In computing such period, the day of publication is not to be included but the day of the hearing shall be included.

Staff has looked at the current ordinance and worked through the proposed text amendments and is **recommending** these text amendments to allow school uses of both public or private in a Light Industrial Zoning District with a Special Use Permit (SU). The text amendment supports the following recommendations in the Warren County Comprehensive Development Plan:

❖ **ED 7: Develop workforce skills in tandem with industry needs.**

- **ED7.1:** Work closely with Vance-Granville Community College and local industry leaders to ensure existing and new programs are tailored to local workforce needs.
- Assist with creating new educational programs, identify scholarships opportunities, develop apprenticeship programs, sponsor Career Days and Job Fairs.

❖ **ED7.2: Support the Warren County Schools System and early childhood education.**

- Continue efforts to support students and improve WCPSS.
- Coordinate with schools and businesses to expand apprenticeship and internship opportunities.

The Warren County Planning Board met on Tuesday February 6th, 2024, and voted 6-0 to recommend approval of this text amendment to the Board of Commissioners.



November 22, 2023

Memo

Subject: Trade and technical training campus in zoning ordinance

Planning and Zoning Staff:

As Warren County Community and Economic Development continues to work with our regional partners on workforce development efforts, we have noticed a need to include trade and technical training campuses as a permitted use in the zoning ordinance.

Currently, the closest approximate use in the ordinance is for “schools, public and private.” This particular use was a part of the ordinance prior to countywide zoning; it has not been defined since the ordinance was established, and it does not allow for this use in several of the business/industrial districts where a trade or technical training program may take place. It appears to me that this use is most likely intended for K-12 schools.

When we look at the types of skills that are needed to serve the business and industries we currently have in this county, as well as the ones we hope to attract, they include skills and services such as: welding, construction, truck driving, heavy equipment operation, small and large motor service, and more. A trade school that teaches these things might be visually indiscernible from the industries they serve.

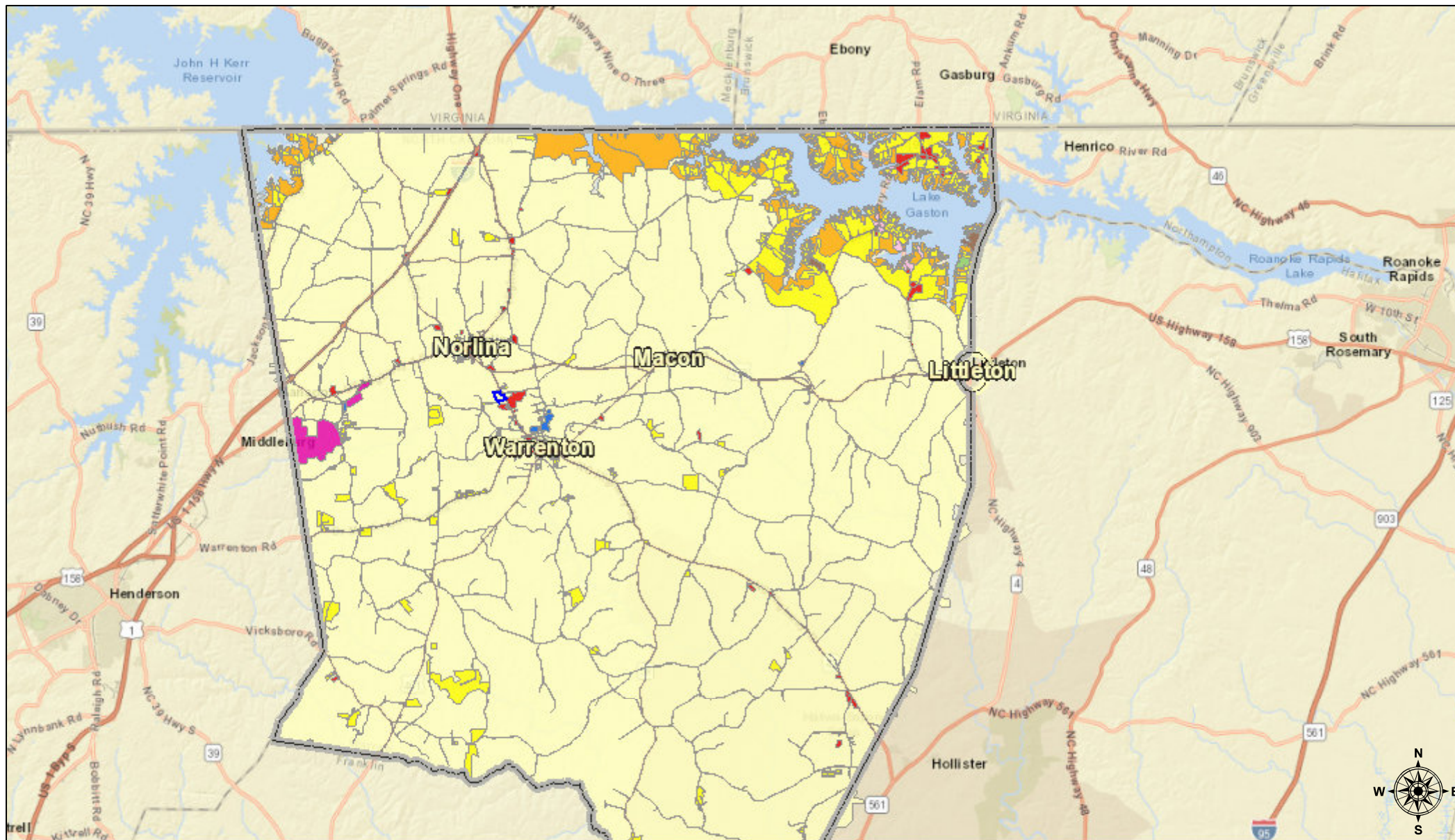
It would seem to me that “schools, public and private” would not be allowed in heavy business, light industrial, or heavy industrial districts because the sights, smells, and noises that may be prevalent in those districts would be distracting and/or a nuisance to learning. However, for industry-specific skills that are taught in trade and technical institutions, the learning environment may co-exist with the sights, smells, and noises that are in heavy business, light and heavy industrial.

Additionally, allowing this use in those districts would encourage partnerships between education and industry in workforce development efforts.

Warren County Community & Economic Development is requesting a consideration by staff and the Planning Board for a text amendment that would create a specific use for trade and technical campuses.

Thank you, and please let me know if you need anything else from me to assist in this consideration.

Charla Duncan, Director
Warren County Community and Economic Development



February 28, 2024

County_Line

Zoning

A-R (Agricultural Residential)

G-C (Group Camp)

H-B (Heavy Business)

L-B (Lakeside Business)

L-I (Light Industrial)

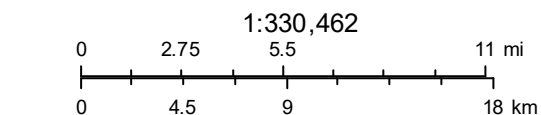
N-B (Neighborhood Business)

R (Residential)

R-L (Residential Lakeside)

T-C (Tent-Trailer Camp)

Town Limits



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



Planning/Zoning and Code Enforcement Department

542 West Ridgeway Street

Warrenton, NC 27589

(PH) 252-257-7027 (FX) 252-257-1083

TO: Warren County Board of Commissioners, County Manager and County Attorney
FROM: Rebecca Mountz - Planning Consultant, Stewart
DATE: February 7, 2024
RE: Industrial Stormwater Requirements Proposed Text Amendments to Ordinance

Warren County previously approved a text amendment to increase the maximum allowable impervious surface area from 36% to 75% for parcels zoned Light Industrial or Heavy Industrial. Given this increase, staff recommends updating the ordinance to minimize potential impacts of additional stormwater in applicable properties. This text amendment is also a proactive step towards responsible stormwater management within the County as there are currently very limited stormwater regulations from the County, specifically the requirement of silt fencing during active construction.

This text amendment will require certain stormwater management practices to be installed and maintained on sites which exceed the previous maximum allowable impervious surface area of 36%.

The text amendment will include the following revisions throughout the ordinance, amendments are shown in red;

“F. Impervious Surface Area: As defined in Section VI of this ordinance, in order to provide protection of the County's natural resources for land and water quality, new development shall not exceed the following percentages (impervious surface ratio) per lot in its respective zoning districts (illustration shows what is defined as an impervious surface only and does not reflect the percentages below):

1. Residential Development - maximum of 25% impervious surface area.
2. Non-Residential Development (except Light Industrial and Heavy Industrial) - maximum of 36% impervious surface area.
3. Industrial Districts maximum of 75% impervious surface area.”
 - a. Stormwater Requirements for development exceeding 36% impervious surface area located in Section II-I of the Zoning Ordinance.

And also the following:

“Section II – District Regulations

A-H.

- I. Industrial Stormwater Requirements

1. Parcels zoned Light Industrial or Heavy Industrial where their Impervious Surface Area exceeds 36% are required to implement the following stormwater management practices on the property:
 - a. Prior to, or at the time of permit application, the developer/owner is required to submit engineered plans to the Warren County Planning and Zoning Administrator for the site's Stormwater Management Plan;
 - i. A surface water drainage system, including necessary open ditches, pipes, culverts, intersectional drains, drop inlets, bridges, etc., shall be provided for the drainage of all surface water. The surface water drainage system plan shall be designed in accordance with the most current versions of the following: the North Carolina Sedimentation Pollution Control Act of 1973, the North Carolina Department of Environmental Quality Stormwater Rules and Regulations, and the NCDOT Guidelines of Drainage Studies and Hydraulic Design regulations pertaining to stormwater.
 - ii. The storm drainage system shall follow existing topography as nearly as practical, shall divert stormwater away from surface waters (as defined by NCDEQ), and shall incorporate stormwater Best Management Practices (BMPs), as defined by NCDOT in their Best Management Practices Toolbox, to minimize adverse impacts to water quality. The banks of ditches and berms shall be immediately seeded upon grading and installation of utilities, and the ditch itself shall be improved with appropriate vegetative cover to minimize erosion. These requirements are in addition to all buffers required under all Warren County Ordinances.
 - iii. No surface water shall be channeled into a sanitary sewer or septic system, or other wastewater treatment method or system.
 - iv. Ten-year storm drainage data provided by the NOAA Precipitation Frequency Data Server shall be used as a minimum standard for storm drainage system design.

This amendment will require planning board and BOC action as well as advertisement and a public hearing. There are statutory requirements for advertising this that will need to be met. Guidance on published notices is as follows:

- § 160D-601. Procedure for adopting, amending, or repealing development regulations. (a) Hearing with Published Notice. – Before adopting, amending, or repealing any ordinance or development regulation authorized by this Chapter, the governing board shall hold a legislative hearing. A notice of the hearing shall be given once a week for two successive calendar weeks in a newspaper having general circulation in the area. The notice shall be published the first time not less than 10 days nor more than 25 days before the date scheduled for the hearing. In computing such period, the day of publication is not to be included but the day of the hearing shall be included.

Staff has looked at the current ordinance and worked through the proposed text amendments and is **recommending** these text amendments to require stormwater management practices where a property's impervious surface area exceeds 36% in the Light Industrial and Heavy Industrial Zoning Districts. The text amendments support the following recommendations in the Warren County Comprehensive Development Plan:

- ED 6: Support efforts to encourage redevelopment and revitalization.
- CNR 1: Encourage a development pattern that protects rural character and key natural assets.
 - 1.2: Encourage preservation of open space and natural resources in new development
 - 1.4: Protect water quality in Lake Gaston and Kerr Lake.

The Warren County Planning Board met on Tuesday February 6th, 2024, and voted 6-0 to recommend approval of this text amendment to the Board of Commissioners.



Office of the Sheriff
Sheriff JOHN A. BRANCHE
Warren County

P. O. BOX 678 • 132 Ruffers Lane
WARRENTON, NC 27589
Office: (252) 257-3364



TO: Warren County Board of Commissioners

FROM: Sheriff John Branche

THROUGH: Crystal Smith, Interim County Manager

02/28/2024

SUBJECT: Consider approval of 40 body cameras for the Warren County Sheriff's Office in an amount not to exceed \$134,160.00 from Versaterm Public Safety US, Inc. Versaterm Public Safety US, Inc. is a vender contracted with U. S. Cellular who is our current cell phone provider.

BACKGROUND: The purpose of the body cameras is for the safety of both Law Enforcement and citizens, accountability as well having a first-hand view of what is happening on calls for service involving citizens of Warren County and visitors. This will also aide in court proceedings and internal investigations.

FISCAL IMPACT: Funds are budgeted for the purchase of the body cameras from grant funds at a cost of \$134,160.00.

RECOMMENDATION:

I recommend that the Board of Commissioners approve the purchase of the 40 body cameras for the Warren County Sheriff's Office in an amount not to exceed \$134,160.00 from Versaterm Public Safety US, Inc.



Versaterm Public Safety US, Inc.
1 North MacDonald, Suite 500
Mesa, Arizona USA
85201

Company Information

Prepared By	Garrett Turro	Email	garrett.turro@versaterm.com
Quote Name	Warren County Sheriff's Office (NC) - Visual Labs BWC	Quote Number	00004174
Created Date	2024-02-15	Expiration Date	2024-05-30

Customer Information

Contact Name	John Branche	Email	johnbranche@warrencountync.gov
Title	Sheriff	Bill To	Po Box 678
Account Name	Warren County Sheriff's Office (NC)		Warrenton NC 27589 USA

Quote Line Items

Product	Item Detail	Billing Type	Quantity	Sales Price	Total Price	Line Item Description
Individually-Issued Body Camera	Software license for use of the Visual Labs application that will be utilized as body worn cameras and will be issued individually to officers. Smartphones and cellular connectivity are to be acquired separately. The amount shown is annualized	Recurring	39.00	USD 660.00	USD 25,740.00	Year 1
Individually-Issued Body Camera	Software license for use of the Visual Labs application that will be utilized as body worn cameras and will be issued individually to officers. Smartphones and cellular connectivity are to be acquired separately. The amount shown is annualized	Recurring	39.00	USD 660.00	USD 25,740.00	Year 2
Individually-Issued Body Camera	Software license for use of the Visual Labs application that will be utilized as body worn cameras and will be issued individually to officers. Smartphones and cellular connectivity are to be acquired separately. The amount shown is annualized	Recurring	39.00	USD 660.00	USD 25,740.00	Year 3
Individually-Issued Body Camera	Software license for use of the Visual Labs application that will be utilized as body worn cameras and will be issued individually to officers. Smartphones and cellular connectivity are to be acquired separately. The amount shown is annualized	Recurring	39.00	USD 660.00	USD 25,740.00	Year 4
Individually-Issued Body Camera	Software license for use of the Visual Labs application that will be utilized as body worn cameras and will be issued individually to officers. Smartphones and cellular connectivity are to be acquired separately. The amount shown is annualized	Recurring	39.00	USD 660.00	USD 25,740.00	Year 5
Implementation and Training Fee per Body Camera		One-Time	39.00	USD 50.00	USD 1,950.00	
Flic Bluetooth Remote Activation		One-Time	39.00	USD 30.00	USD 1,170.00	Optional
Body Camera Hardware - Mounting	Per device	One-Time	39.00	USD 60.00	USD 2,340.00	Optional - to be purchased through 3rd party.

Totals

This quote does not include any applicable taxes.

Quote Currency	USD	One-Time Charge	USD 5,460.00
Net Terms	Net 30	Total	
Contract Term	5 Year	Recurring Charge	USD 128,700.00
		Total	
		Subtotal	USD 134,160.00
		Grand Total	USD 134,160.00

Invoicing Procedures

Invoicing Notes: 5 year contract term - Full TCV (\$134,160.00) to be paid up front.

Terms and Conditions

TERM:

By signing this quote, the Customer is hereby bound to the service for the period described and/or to purchase the products listed for the grand total stated herein. A signed quote transmitted through email is valid and binding even if an original paper document bearing the customer's original signature is not delivered.

Quote Acceptance

Signature: _____
Name: _____
Title: _____
Date: _____



February 19, 2024

Diane Cox
Executive Director

**Member
Governments**

COUNTIES

Franklin
Granville
Person
Vance
Warren

MUNICIPALITIES

Bunn
Butner
Creedmoor
Franklinton
Henderson
Kittrell
Louisburg
Macon
Middleburg
Norlina
Oxford
Roxboro
Stem
Stovall
Warrenton
Youngsville

Ms. Jennifer Jordan Pierce, Chair
Warren County Board of Commissioners
602 W Ridgeway Street
Warrenton, NC 27589

Re: RAAC reappointments: Daphene Herring and Robin Williams

Dear Chair Pierce:

The Kerr Tar Regional Council of Governments Area Agency on Aging Regional Aging and Advisory Committee (RAAC) recommends that Daphene W. Herring, of 857 Largo Road, Norlina, NC, Warren County, and Robin S. Williams, of 768 Oine Road, Norlina, NC, each be reappointed for a three-year term as RAAC members representing Warren County. We request that this matter be added to the agenda for the next Commissioners' meeting.

Their terms will expire on 12/31/26.

According to RAAC Bylaws, RAAC members are appointed by their County Board of Commissioners. The Area Agency on Aging offers RAAC membership recommendations to the county boards.

The RAAC consists of fifteen members - three from each of the five counties in the region. The committee advises the Area Agency on Aging to: 1.) develop and administer the Area Plan, 2.) conduct public hearings, 3.) represent the interests of older persons, and 4.) review and comment on all community policies, programs, and activities which affect older adults.

Your continued support for the Area Agency on Aging and for the older adults in Warren County is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nancy Francis".

Nancy Francis
Director, Area Agency on Aging
nfrancis@kerrtarco.org

cc: Warren County Manager
Warren County Senior Center Director