



**ELIZABETHTOWN  
TOWN COUNCIL  
RESCHEDULED MEETING  
5:00 PM, Monday, January 10, 2022**

**January 10, 2022 Rescheduled Town Council Meeting - Virtual at 5:00 p.m. (Zoom Call) - Members of the public may join the meeting through Zoom from computer, smart phone or dial-in. Zoom Call instructions are attached and posted on the Town's web page at [www.elizabethtownnc.org](http://www.elizabethtownnc.org).**

**1. OPENING, CALL TO ORDER AND ROLL CALL**

**1.1 Opening, Call to Order and Roll Call**

Mayor Campbell will call the meeting to order and call upon Mayor Pro Tem Rufus Lloyd to give the invocation.

**2. APPROVAL OF AGENDA / PREVIOUS MINUTES APPROVAL**

**2.1 Approval of Agenda / Previous Minutes Approval**

Council is requested to adopt the agenda and approve the meeting minutes as presented.

[DECEMBER 2021 NOON MINUTES.docx](#)

[DECEMBER MINUTES 2021.docx](#)

**3. PRESENTATIONS**

**3.1 Monthly Projects Update**

Council is requested to hear the update.

**4. ADMINISTRATIVE MATTERS**

**4.1 Roster of Certified Firefighters**

Council is requested to approve the Certified Firefighters' Roster.

[Certified Firefighters Roster - 1.10.2022.pdf](#)

[NCGS - Firefighters Certified Roster - 1.10.2022.pdf](#)

**4.2 Professional Services Agreement for the Wastewater Treatment Plant Improvements Project - E.L. Robinson Engineering Company**

Council is requested to approve the Agreement.

[Peak Agenda Attachment - Professional Services Agreement - E.L. Robinson Engineering - 1.10.2022.pdf](#)

4.3 Professional Services Contract for the Curtis L. Brown, Jr. Field (EYF) Runway and Apron Pavement Rehabilitation - W.K. Dickson & Co., Inc.  
Council is requested to approve the Contract.  
[Peak Agenda Attachment - WK Dickson Contract - Runway and Apron Pavement Rehabilitation Project - 1.10.22.pdf](#)

4.4 Tax Releases  
Council is requested to grant the Tax Releases.  
[DEC 2021 TAX RELEASES.pdf](#)

4.5 Monthly Financial Report  
Council is requested to approve the Monthly Financial Report.  
[Peak Agenda Attachment - Financial Report - 1.10.2022.pdf](#)

5. OTHER BUSINESS

5.1 "Briefly": *(Reminders and announcements are made at this time.)*  
Council is requested to hear the reminders and announcements.  
[Peak Agenda - Briefly - 1.10.22.docx](#)  
[Peak Agenda Attachment - Department Head Updates - November - December 2021.pdf](#)

6. OPEN FORUM

6.1 Open Forum  
Town Manager Dane Rideout will advise if any written comments from the public have been received.

7. ADJOURNMENT

7.1 Adjournment  
Mayor Sylvia Campbell will entertain a motion and a second to adjourn the meeting.



## Item Cover Page

### COUNCIL AGENDA ITEM REPORT

**DATE:** January 10, 2022

**SUBMITTED BY:** Juanita Hester

**ITEM TYPE:** Request

**AGENDA SECTION:** OPENING, CALL TO ORDER AND ROLL CALL

**SUBJECT:** Opening, Call to Order and Roll Call

**BACKGROUND:**

**SUGGESTED ACTION:** Mayor Campbell will call the meeting to order and call upon Mayor Pro Tem Rufus Lloyd to give the invocation.

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**ATTACHMENTS:**



## Item Cover Page

### COUNCIL AGENDA ITEM REPORT

**DATE:** January 10, 2022

**SUBMITTED BY:** Juanita Hester

**ITEM TYPE:** Request

**AGENDA SECTION:** APPROVAL OF AGENDA / PREVIOUS MINUTES APPROVAL

**SUBJECT:** Approval of Agenda / Previous Minutes Approval

**BACKGROUND:** Meeting minutes are provided for Council review.

**SUGGESTED ACTION:** Council is requested to adopt the agenda and approve the meeting minutes as presented.

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### ATTACHMENTS:

[DECEMBER 2021 NOON MINUTES.docx](#)  
[DECEMBER MINUTES 2021.docx](#)



TOWN OF ELIZABETHTOWN

Noon Meeting  
December 6, 2021

The Elizabethtown Town Council met for its noon session on Monday, December 6, 2021 at 12:00 pm in the Council Chamber. Those present were Mayor Sylvia Campbell, Mayor Pro Tem Rufus Lloyd, Council Members Rich Glenn, Howell Clark Jr., Herman Lewis, Town Manager Dane Rideout and Town Attorney Goldston Womble. Department Heads in attendance included Finance Director Sharon Penny, Police Chief Tony Parrish, Public Services Director Hugh Bledsoe, Town Clerk Juanita Hester, Director of Communications and Marketing Terri Dennison and Fire Chief Hollis Freeman. Absent were Town Council Members Paula Greene and Ricky Leinwand. No Representatives from the press.

Mayor Sylvia Campbell opened the meeting and called upon Mayor Pro Tem Rufus Lloyd to give the invocation.

Item #2.1: Approval of Agenda/Previous Minutes Approval

This agenda item will be presented at the evening meeting.

Item #3.1: Oaths of Office – Council Members Rich Glenn, Paula Greene, Herman Lewis and Rufus Lloyd

Oaths of Office will be administered at the evening meeting.

Item #4.1: Organizational Meeting of Town Council

Council will consider at the evening meeting.

Item #5.1: Oath of Office – Fire Chief Hollis Freeman

Fire Chief Hollis Freeman will be administered the Oath of Office at the evening meeting.

Item #6.1: Town Manager Update

Town Manager Dane Rideout noted that the roof at Town Hall is being installed, waiting on deductible of \$25,000.00, \$5,000.00 will be covered under the wind buyback. Work at the Cemetery had to stop due to a vault lid break, the family has been contacted, all documentation noted and the lid has been replaced. The BRIC grant has been applied for through FEMA, it is in the second round and down to fifty applicants. Four County EV Ribbon cutting December 8<sup>th</sup>, 2021 at 10:00 a.m. and the Preliminary Engineering Report has been submitted.

Item #7.1: Proclamation – Honoring Public Works Supervisor Keith L. Smith on His Retirement with Naming of Town Street

This agenda item will be considered at the evening meeting.

Item #7.2: Funeral Resolution #R-2021-21 for the Deceased U.S. Air Force Colonel Daniel Alexander (Tony) McFadgen, Retired

Council will consider at the evening meeting.

Item #8.1: Approval to Conduct Preliminary Engineering Report for Live, Work and Play EDA Grant Submission

This agenda item will be considered at the evening meeting.

Item #8.2: Letter of Commitment for EDA Grant Application for the Live, Work, Play Campus Project, Elizabethtown Industrial Park

Council will consider at the evening meeting.

Item #8.3: Set New Date for January 2022 Town Council Meeting

Tentatively setting the date for January 10, 2022.

Item #8.4: Set Date and Location for the Town's 2022 Budget Retreat

The Town's Budget Retreat will be February 15, 2022.

Item #8.5: Audit Contract Extension

This agenda item will be considered at the evening meeting.

Item #8.6: Proposal from Precision Safe Sidewalks – Sidewalk Repair Project

Town Manager Dane Rideout noted that it will cost \$37,000.00 to fix all areas identified and the Powell Bill funds can be used for the sidewalk repairs.

Item #8.7: Budget Amendment #2022-02

Council will consider at the evening meeting.

Item #8.8: Monthly Financial Report

This agenda item will be presented at the evening meeting.

Item #9.1: "Briefly"

Manager will present at the evening meeting.

With there being no further business to conduct, Council Member Herman Lewis, seconded by Council Member Howell Clark Jr., made a motion to adjourn the meeting (Unanimous).

Sylvia Campbell, Mayor

ATTEST:

Beverly Robinson, Admin. Asst./CTC

TOWN OF ELIZABETHTOWN  
Regular Meeting  
December 6, 2021

The Elizabethtown Town Council met for its regular meeting on Monday, December 6, 2021 at 7:00 p.m. in the Council Chamber. Those present were Mayor Sylvia Campbell, Mayor Pro Tem Rufus Lloyd, Council Members Rich Glenn, Howell Clark Jr., Herman Lewis, Ricky Leinwand, Paula Greene, Town Manager Dane Rideout and Town Attorney Goldston Womble. Department Heads in attendance included Finance Director Sharon Penny, Police Chief Tony Parrish, Public Services Director Hugh Bledsoe, Town Clerk Juanita Hester, Director of Communications and Marketing Terri Dennison and Fire Chief Hollis Freeman. Representative from the press included Joy Warren.

Mayor Sylvia Campbell opened the meeting and called upon Mayor Pro Tem Rufus Lloyd to give the invocation.

Item #2.1: Approval of Agenda/Previous Minutes Approval

A motion was made by Council Member Herman Lewis, seconded by Council Member Howell Clark Jr., to approve the Agenda (Unanimous). Council Member Howell Clark Jr., seconded by Council Member Herman Lewis, made a motion to approve the November 8, 2021 Rescheduled Meeting Minutes (Unanimous). Copy attached and incorporated herein by reference.

Item #3.1: Oaths of Office – Council Members Rich Glenn, Paula Greene, Herman Lewis and Rufus Lloyd

Bladen County Clerk of Superior Court Niki Dennis administered the Oaths of Office to re-elected Council Members Rich Glenn, Paula Greene, Herman Lewis and Rufus Lloyd. Copy attached and incorporated herein by reference.

Item #4.1: Organizational Meeting of Town Council

Council Member Ricky Leinwand, seconded by Council Member Paula Greene, made a motion to appoint Council Member Rufus Lloyd as Mayor Pro Tem to serve at the pleasure of the Board (Unanimous).

Item #5.1: Oath of Office – Fire Chief Hollis Freeman

Bladen County Clerk of Superior Court Niki Dennis administered the Oath of Office to Fire Chief Hollis Freeman. Town Manager Dane Rideout noted that Fire Chief Hollis Freeman is professional and has the ability to take on extra responsibilities.

Item #6.1: Town Manager Update

This agenda item was presented at the Noon Work Session.

Item #7.1: Proclamation – Honoring Public Works Supervisor Keith L. Smith on His Retirement with Naming of Town Street

January 1, 2022, Keith L. Smith will be retiring from the Town with 40 years of service in the Public Services Street Department. Mr. Smith will be honored by naming the entrance of Tory Hole Park and the parking area as “Keith L. Smith Lane.” Council Member Rich Glenn, seconded by Council Member Herman Lewis, made a motion to adopt the Proclamation (Unanimous). Copy attached and incorporated herein by reference.

Item #7.2: Funeral Resolution #R-2021-21 for the Deceased U.S. Air Force Colonel Daniel Alexander (Tony) McFadgen, Retired

Council Member Howell Clark Jr., seconded by Mayor Pro Tem Rufus Lloyd, moved to approve the Funeral Resolution #R-2021-21 for the Deceased U.S. Air Force Colonel Daniel Alexander (Tony) McFadgen, Retired (Unanimous). Copy attached and incorporated herein by reference.

Item #8.1: Approval to Conduct Preliminary Engineering Report for Live, Work and Play EDA Grant Submission

Town Manager Dane Rideout noted this is for the Industrial Park Live, Work and Play Project and the last to get Federal Government Grant funds for EPA grant. The Preliminary Engineering Report should not exceed \$12,000.00. Council Member Rich Glenn, seconded by Mayor Pro Tem Rufus Lloyd, moved to approve the preparation of a Preliminary Engineering Report for Live, Work and Play EDA Grant Submission (Unanimous).

Item #8.2: Letter of Commitment for EDA Grant Application for the Live, Work Play Campus Project, Elizabethtown Industrial Park

Council Member Howell Clark Jr., seconded by Council Member Herman Lewis, moved to approve Letter of Commitment for EDA Grant Application for Live, Work, Play Campus Project, Elizabethtown Industrial Park (Unanimous). Copy attached and incorporated herein by reference.

Item #8.3: Set New Date for January 2022 Town Council Meeting

Town Council Meeting for January 2022 will be on the 10<sup>th</sup> by Zoom at 5:00 pm to approve the Firemen’s Roster.

Item #8.4: Set Date and Location for the Town’s 2022 Budget Retreat

The Town’s Budget Retreat will be February 15, 2022.

Item #8.5: Audit Contract Extension

Council Member Rich Glenn, seconded by Council Member Howell Clark Jr., moved to approve Audit Contract Extension (Unanimous). Copy attached and incorporated herein by reference.

Item #8.6: Proposal from Precision Safe Sidewalks – Sidewalk Repair Project

Town Manager Dane Rideout noted that there is a trip hazard in the downtown area with the sidewalks and curbs. Precision Safe Sidewalk came in and did an assessment for height and curb hazards. Powell Bill funds can be used for the repairs. Council Member Howell Clark Jr.,



seconded by Council Member Rich Glenn, moved to approve the proposal from Safe Sidewalks Option #2 in the amount of \$37,161.00 (Unanimous). Copy attached and incorporated herein by reference.

Item #8.7: Budget Amendment #2022-02

Finance Director Sharon Penny noted that the amendment is due to the Town Hall roof, donations to purchase flock cameras and VC3 contract. Council Member Rich Glenn, seconded by Mayor Pro Tem Rufus Lloyd, moved to approve Budget Amendment #2022-02 (Unanimous). Copy attached and incorporated herein by reference.

Item #8.8: Monthly Financial Report

Finance Director Sharon Penny noted that the Financial Report will be on track after the budget posts. Council Member Rich Glenn, seconded by Council Member Howell Clark Jr., moved to approve the Monthly Financial Report (Unanimous). Copy attached and incorporated herein by reference.

Item #9.1: "Briefly"

Director of Communications and Marketing Terri Dennison noted the Chamber's 30 days of Christmas has started with help from Whimsical Florist, Christmas Parade, Santa, Gingerbread Contest – 3 entries, Pet Contest 12-11, Santa Claus Walk, Bladenboro Parade, and Lighting of the Lake. The winner of the float contest was Camp Clear Water of White Lake.

Item #10.1: Open Forum: Three (3) Minutes Per Citizen...Should State Name/Address

Mr. Oscar Thompson at 505 E. Broad Street noted that the property beside him at 503 E. Broad Street has two trees that are hanging over his fence. He is asking for the Town's help because the neighbor is difficult to deal with. Mr. Thompson has been before the Board before about the condition of the house. Town Council Members expressed their opinions about the situation and noted that this has been going on for years. Town Attorney and the Town Manager will check into the matter.

With there being no further business to conduct, Council Member Howell Clark Jr., seconded by Council Member Herman Lewis, made a motion to adjourn the meeting (Unanimous).

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Sylvia Campbell, Mayor

ATTEST:

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Beverly Robinson, Admin. Asst./CTC



## Item Cover Page

### COUNCIL AGENDA ITEM REPORT

**DATE:** January 10, 2022

**SUBMITTED BY:** Juanita Hester

**ITEM TYPE:** Request

**AGENDA SECTION:** PRESENTATIONS

**SUBJECT:** Monthly Projects Update

**BACKGROUND:** The Manager will provide an update on the various projects the Town has under way.

**SUGGESTED ACTION:** Council is requested to hear the update.

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**ATTACHMENTS:**



## Item Cover Page

### COUNCIL AGENDA ITEM REPORT

**DATE:** January 10, 2022

**SUBMITTED BY:** Juanita Hester

**ITEM TYPE:** Request

**AGENDA SECTION:** ADMINISTRATIVE MATTERS

**SUBJECT:** Roster of Certified Firefighters

**BACKGROUND:** In accordance with North Carolina General Statute 58-86-25, a valid and accurate list of all eligible firefighters is required by the N.C. State Firefighters' Association. The annual roster of firefighters shows those who are eligible for the line of duty death benefit as well as Pension Fund credit. Copy of certified list is attached as well as applicable NCGS 58-86-25.

**SUGGESTED ACTION:** Council is requested to approve the Certified Firefighters' Roster.

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**ATTACHMENTS:**

[Certified Firefighters Roster - 1.10.2022.pdf](#)

[NCGS - Firefighters Certified Roster - 1.10.2022.pdf](#)



# Fire Department Roster on 12/22/2021

## Elizabethtown Fire Department

NC State Firefighters' Association  
323 West Jones St, Suite 401  
Raleigh, NC 27603  
888-546-2732  
919-821-9382

This Roster was last updated on 12/22/2021 12:01:35 PM

### Elizabethtown Fire Department

PO Box 716

Elizabethtown, NC 28337

Day Phone 910-862-4586

Email hfreeman@elizabethtownnc.org

Member Id: 100911

Member Type: FDC / Fire Dept Combo

Department Chief: Hollis W. Freeman

Paid thru: 12/31/2021

NCSFA Member Y Certification Letter 2021

Paid	12		
Vol	28	Retired	3
Member	0	Life	0
Rescue	0	Non-Mem	0
Total	43	Vacant	0
County:	Bladen		

Name on Credit Card

Expiration Date

Credit Card

Signature

Showing certification for hours completed in 2021

	SSN	ID	Name/DOB	Address	PHONE/Email	GEN	MAR	PV/R	CERT
1	XXXX-XX-5487 1/1/19 - now	234589	Daniel E. Adkins 07/14/1962	5367 NC 87-W Elizabethtown, NC 28337	(910) 882-7328 djdannyadkins@yahoo.com	M	S	RA	N
2	XXXX-XX-7234 2/1/21 - now	213786	Kenny A. Allgood 09/26/1994	9778 Mercer Mill Road Clarkton, NC 28433	(910) 374-7795 carvercreekfd@gmail.com	M	S	P	N
3	XXXX-XX-3323 1/1/16 - now	210452	John Dean Alsop 11/27/1998	511 Harwood St. Elizabethtown, NC 28337	910-549-8890 mwest@elizabethtownnc.org	M	S	V	Y
4	XXXX-XX-6723 12/28/18 - now	226494	Landon Davis Alsop 12/27/2000	511 Harwood St. Elizabethtown, NC 28337	huntinlife13@gmail.com	M	S	V	Y
5	XXXX-XX-9392 1/1/18 - now	234597	Joshua Robeson Babson 06/21/2002	441 Morganwood Estates Dr. Elizabethtown, NC 28337	rjbabeon@gmail.com	M	S	V	Y
6	XXXX-XX-9724 1/1/19 - now	234584	Garrick Bailey 03/25/1996	7165 Hallsboro Rd. Clarkton, NC 28433	910-918-2249 garrick.bailey@gmail.com	M		V	Y
7	XXXX-XX-7190 9/1/15 - now	206963	Matthew Bryant 08/14/1992	PO Box 414 Rose Hill, NC 28458	(910) 259-0891 mbryant@penderems.com	M	S	V	N
8	XXXX-XX-4683 1/1/19 - now	234599	Abigail Holbrook Cross 02/02/2002	203 Woodhouse Dr Elizabethtown, NC 28337	910-876-6814 crossabbie7@gmail.com	F		V	Y
9	XXXX-XX-3564 1/1/19 - now	234590	Powell J. Cross 09/01/1968	203 Woodhouse Dr Elizabethtown, NC 28337	(910) 862-8959 pjcross2360@gmail.com	M	M	RA	N
10	XXXX-XX-6004 11/3/18 - now	212541	Chris Dore 01/01/1991	5533 Marsh Rd. Fayetteville, NC 28306	(910) 425-9385 cgdore@hotmail.com	M	M	P	Y
11	XXXX-XX-6152 2/10/13 - now	179341	Robert Nathan Dowless 01/29/1983	436 Hayfield St. Elizabethtown, NC 28337	910-874-1137 ndowless0503@gmail.com	M	M	V	N

	<u>SSN</u>	<u>ID</u>	<u>Name/DOB</u>	<u>Address</u>	<u>PHONE/Email</u>	<u>GEN</u>	<u>MAR</u>	<u>PV/R</u>	<u>CERT</u>
12	XXXX-XX-6286 11/18/08 - now	143688	James Issac Faulk 11/17/1994	903 James Street Elizabethtown, NC 28337	(910) 846-2515	M	S	V	N
13	XXXX-XX-6416 1/1/15 - now	203709	Aliston Blake Freeman 04/15/1994	PO Box 544 PO Box 716 Bladenboro, NC 28320	(910) 671-3875 mwest@elizabethtownnc.org	M	S	V	Y
14	XXXX-XX-8698 11/10/08 - now	110091	Hollis W. Freeman 03/27/1975	30 Richardson Road Bladenboro, NC 28320	(910) 876-0385 hfreeman@elizabethtownnc.org	M	M	P	Y
15	XXXX-XX-2072 6/1/15 - now	203711	James Freeman 05/21/1972	821 S. Main St Bladenboro, NC 28320	jwco@intrstar.net	M	M	V	Y
16	XXXX-XX-7845 11/3/15 - now	119206	Ennis Byron Graham, Jr. 01/13/1949	16 Beaver Street / P O Box 1145 Elizabethtown, NC 28337	(810) 990-8355 bgraham@elizabethtownnc.org	M	M	V	N
17	XXXX-XX-8750 7/9/21 - now	244946	Cameron Hatcher 03/14/1987	81 Ed Sessoms Rd Clarkton Clarkton, NC 28433	anorris@elizabethtownnc.org	M	M	V	N
18	XXXX-XX-1958 12/13/21 - now	247829	Chance K Hester 02/28/2003	1641 Owen Hill Road Elizabethtown, NC 28337	hfreeman@elizabethtownnc.org	M	S	V	N
19	XXXX-XX-4817 7/1/19 - now	232719	Robert Thomas Hester 04/28/1977	1707 Winding Creek Rd. Elizabethtown Elizabethtown, NC 28337	mwest@elizabethtownnc.org	M	S	V	N
20	XXXX-XX-3340 6/1/16 - now	210450	LaShay High 12/06/1998	227 Frank Melvin Rd Elizabethtown, NC 28337	910-874-5225 mwest@elizabethtownnc.org	F	S	V	N
21	XXXX-XX-4899 1/4/17 - now	203710	Samuel Hodge 09/11/1996	2334 Purdie Church Rd Tar Heel, NC 28392	ssmhodge910@gmail.com	M	S	P	Y
22	XXXX-XX-6337 7/9/21 - now	244947	Maliek Huff 01/18/1999	420 E Mckay st Elizabethtown Elizabethtown, NC 28337	anorris@elizabethtownnc.org	M	S	V	N
23	XXXX-XX-6212 9/17/20 - now	239874	Mrs. Dakota Corey Johnson 11/17/1995	310 Cromartie Rd Elizabethtown, NC 28337	dakotacjohanson14@gmail.com	F	M	V	Y
24	XXXX-XX-3325 12/13/21 - now	247830	Joel Byron Johnson 07/10/2003	668 Rosindale Road Clarkton, NC 28433	hfreeman@elizabethtownnc.org	M	S	V	N
25	XXXX-XX-9595 2/2/16 - now	210449	Thomas Morgan Johnson III 03/05/1998	106 Easy St. Elizabethtown, NC 28337	910-874-3066 mwest@elizabethtownnc.org	M	S	V	Y
26	XXXX-XX-7440 7/10/12 - now	174823	Randy O. Jones 10/30/1989	PO Box 372 Elizabethtown, NC 28337	(910) 580-9929	M	S	V	N
27	XXXX-XX-4580 11/18/14 - now	110084	Adam Lin Jordan 05/06/1992	251 Singletary Avenue Elizabethtown, NC 28337	adamjordan4@yahoo.com	M	S	V	N
28	1/1/21 - now	243279	Ethan King 12/05/1992	PO Box 716 Elizabethtown, NC 28337	pbatton@ec.rr.com	M	M	P	Y
29	XXXX-XX-1229 11/12/18 - now	133600	Cameron Lee Kinlaw 01/05/1988	1904 W Broad Street Elizabethtown, NC 28337	(910) 862-4821 baylakesboy55@yahoo.com	M	S	P	Y
30	XXXX-XX-9280 7/1/19 - now	232720	Eckwood Chase Lancaster 10/05/1990	958 Mercer Mill Road Elizabethtown, NC 28337		M	M	V	N
31	XXXX-XX-2057 1/1/19 - now	234586	Eckwood Lancaster 10/12/1957	958 Mercer Mill Rd. Elizabethtown, NC 28337	mwest@elizabethtownnc.org	M	M	RA	N
32	XXXX-XX-5049 1/1/19 - now	234585	Eckwood Colon Lancaster 12/02/1936	88 Wilson Rd. Elizabethtown, NC 28337	910-874-2907 mwest@elizabethtownnc.org	M	M	V	N
33	XXXX-XX-6962 1/1/19 - now	234595	Hunter Blake Lockamy 11/28/2003	904 W. Broad St. Elizabethtown, NC 28337	910-849-7461 mwest@elizabethtownnc.org	M		V	N
34	XXXX-XX-9168 1/1/20 - now	235178	Calvin C Melvin 10/06/1992	859 River Rd White Oak White Oak, NC 28399	comelvin13017@gmail.com	F	M	V	N
35	XXXX-XX-3354 3/15/21 - now	235177	Charles Dustin Melvin 06/19/1987	859 River Rd. White Oak White Oak, NC 28399	comelvin@bladenco.org	M	M	P	Y



	<u>SSN</u>	<u>ID</u>	<u>Name/DOB</u>	<u>Address</u>	<u>PHONE/Email</u>	<u>GEN</u>	<u>MAR</u>	<u>P/V/R</u>	<u>CERT</u>
36	XXXX-XX-4120 9/3/15 - now	203023	James Mize 08/18/1987	PO Box 718 Elizabethtown, NC 28337	rnwest@elizabethtownnc.org	M		P	Y
37	XXXX-XX-8436 1/1/10 - now	110092	Stuart Neil Murphy 12/04/1967	102 Teal St Elizabethtown, NC 28337	(910) 645-4970	M	M	V	N
38	XXXX-XX-5281 11/10/15 - now	206964	Anthony T. Norris 10/30/1981	PO Box 94 Garland, NC 28441	(910) 249-0471	M	M	RA	Y
39	XXXX-XX-5047 1/17/19 - now	232721	Johnathon Norris 03/30/1992	205 Smiths Mill Pond Rd Garland Garland, NC 28441	rnwest@elizabethtownno.org	M	M	P	Y
40	XXXX-XX-7618 2/11/13 - now	180611	Jason L. Page 06/29/1981	87 Karen Dr. Bladenboro, NC 28320	(910) 874-0747 jpage@stowncd.com	M	M	V	Y
41	XXXX-XX-8799 1/1/10 - now	110094	John David Parks, III 04/29/1982	845 Airport Road Elizabethtown, NC 28337	(910) 862-3018	M	M	V	N
42	XXXX-XX-9895 1/20/15 - now	198553	Lawrence C. Sholar 03/10/1989	P.O. Box 1125 Elizabethtown, NC 28337	(910) 874-4467 lsholar@ci.fay.nc.us	M	S	P	Y
43	XXXX-XX-1577 11/3/14 - now	195205	Roy Nicholson West 04/08/1972	44 St. Andrews Dr. Whiteville, NC 28472	(810) 862-4588 rnwest@elizabethtownnc.org	M	M	P	Y

**§ 58-86-25. Determination and certification of eligible firefighters.**

For purposes of this Article, eligible firefighters must attend 36 hours of training sessions in each calendar year. Each eligible fire department shall annually determine and report a certified roster of the names of those firefighters meeting the eligibility qualifications of this Article to its respective governing body, which upon determination of the validity and accuracy of the qualification, the department shall promptly submit the list to the North Carolina State Firefighters' Association. Submission of such information by a department to the North Carolina State Firefighters' Association constitutes a certification of its accuracy under accounting standards set forth by the Governmental Accounting Standards Board of the Financial Accounting Foundation. The North Carolina State Firefighters' Association shall provide a list of those persons meeting the eligibility requirements of this Article to the State Treasurer by January 31 of each year. For the purposes of the preceding sentences, the governing body of a fire department operated: by a county is the county board of commissioners; by a city is the city council; by a sanitary district is the sanitary district board; by a corporation, whether profit or nonprofit, is the corporation's board of directors; and by any other entity is that group designated by the board. An "eligible firefighter" may not also qualify as an "eligible rescue squad worker" in order to receive double benefits available under this Article. (1957, c. 1420, s. 1; 1959, c. 1212, s. 1; 1981, c. 1029, s. 1; 1983, c. 416, s. 7; 1985, c. 241; 2000-67, s. 26.22; 2001-222, s. 1; 2003-362, s. 1; 2009-66, s. 2(b); 2013-284, s. 1(a); 2015-88, s. 3; 2016-51, s. 6.)



## Item Cover Page

### COUNCIL AGENDA ITEM REPORT

**DATE:** January 10, 2022

**SUBMITTED BY:** Juanita Hester

**ITEM TYPE:** Request

**AGENDA SECTION:** ADMINISTRATIVE MATTERS

**SUBJECT:** Professional Services Agreement for the Wastewater Treatment Plant Improvements Project - E.L. Robinson Engineering Company

**BACKGROUND:** Professional Services Agreement for E.L. Robinson Engineering Company provided. A lump sum amount of \$2,266,650 is noted in the Agreement for compensation of Engineering Services.

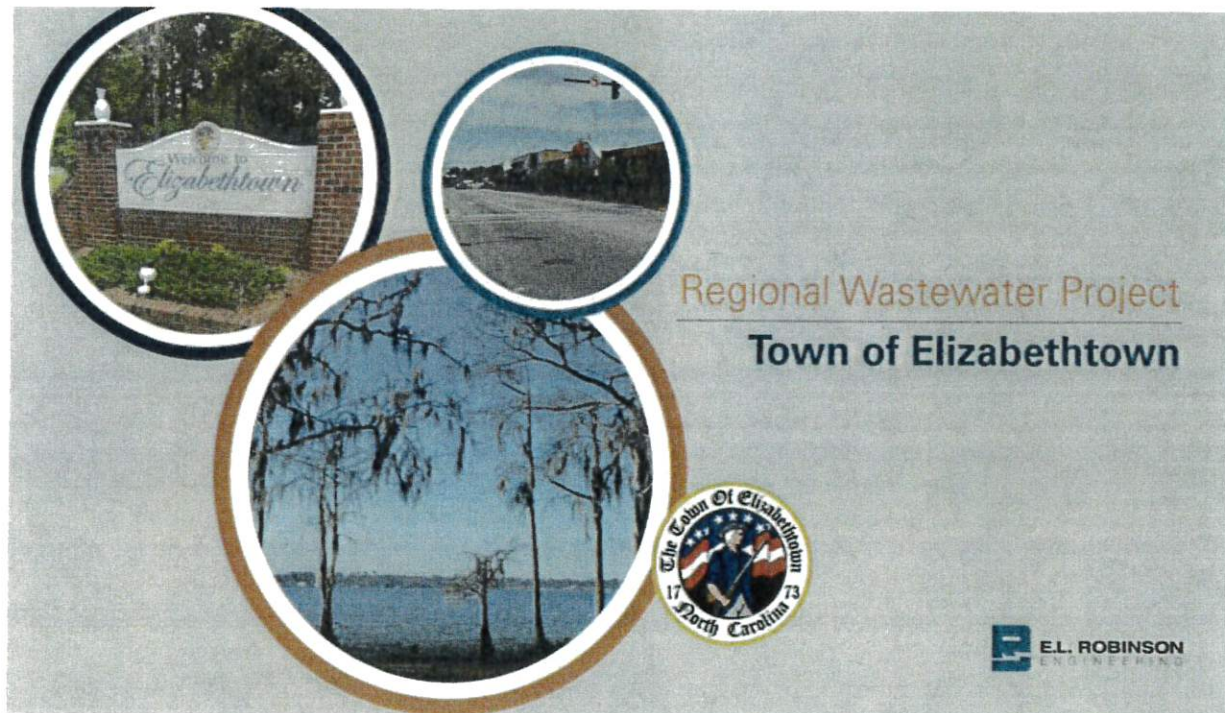
**SUGGESTED ACTION:** Council is requested to approve the Agreement.

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### ATTACHMENTS:

Peak Agenda Attachment - Professional Services Agreement - E.L. Robinson Engineering - 1.10.2022.pdf

**PROFESSIONAL SERVICES AGREEMENT BETWEEN**  
**E.L. ROBINSON ENGINEERING COMPANY**  
**AND**  
**TOWN OF ELIZABETHTOWN, NC**  
**FOR**  
**WASTEWATER TREATMENT PLANT IMPROVEMENTS**



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

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

Prepared by



Issued and Published Jointly by





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

THIS IS AN AGREEMENT effective as of December 20, 2021, ("Effective Date") between  
Town of Elizabethtown, NC ("Owner") and  
E.L. Robinson Engineering Company ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
Wastewater Treatment Plant Improvements

("Project").

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

Engineer's services under this Agreement are generally identified as follows: Planning, Engineering, Design and Construction Management

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 1.5% 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*

- 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.
- 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. NOT USED.

- 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 three 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.

#### 8.05 *Special Provision*

Owner will pay for engineering services from financing available for this project. In the event that the project is not funded, Owner agrees to pay all outstanding invoices in accordance with the terms of this agreement.

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

Owner: Town of Elizabethtown, NC

Engineer: E.L. Robinson Engineering Company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: Town Manager  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: Vice President  
Date Signed: \_\_\_\_\_

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

C-2259

State of: North Carolina

Address for Owner's receipt of notices:  
805 W Broad St  
Elizabethtown, NC 28337

Address for Engineer's receipt of notices:  
3362 Six Forks Road  
Raleigh, NC 27609

Designated Representative (Paragraph 8.03.A):

Dane Rideout

Title: Town Manager

Phone Number: 910.862.2066

E-Mail Address: \_\_\_\_\_

Designated Representative (Paragraph 8.03.A):

David Brandes, PE

Title: Project Manager

Phone Number: 803.315.9822

E-Mail Address: dbrandes@elrobinson.com



## **Engineer's Services**

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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**

The project definition is to begin the Town of Elizabethtown's portion of the ultimate regionalization of the sewer system. In this portion of that overall project, the Consultant will expand the current plant from its current capacity limits of 1.225 MGD to 3.55 MGD or beyond as determined by a capacity needs study to be performed in the Preliminary Engineering Report phase. Work tasks include, but are not limited to a Preliminary Engineering Report, a NPDES permit application, various grant applications, expansion of the existing plant, and SCADA communications with various pump stations and meters in the system. Upgrades include but are not limited to: Demolition of the existing lagoons, expansion through additional SBR units, replacement of outdated SCADA, controls, and writing of existing and new equipment to latest NFPA and IBC codes, additional storage and administrative space, solids handling, potential land application, improvements to existing pump stations servicing the plant including additional metering, SCADA, and other work.

Funding for the project is identified as ARPA funds in the amount of \$13,600,0000 administrated by Division of Water Infrastructure (NC Department of Environmental Quality) DEQ. This is the total amount of funding and must cover engineering and construction. Additional monies from grants may become available and will be applied for by the Consultant. Any additional fees for either construction, planning, or engineering will only be paid for out of those funds.

#### **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:
  - 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 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 and for additional compensation, 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."

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Exhibit A – Engineer's Services

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11. If requested to do so by Owner and for additional compensation, 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:

#### Preliminary Engineering Report

15. Furnish 1 review copy of the Report and any other Study and Report Phase deliverables to Owner within 60 days of the Effective Date and review it with Owner. Within 20 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
  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 15 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 and Owner and Engineer has agreed to any additional compensation for services outside the scope of Exhibit A.1.01.

#### A1.02 Preliminary Design Phase

- 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 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.~~
9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:  
  
National Pollutant Discharge Elimination (NPDES) Permit FONSI) and Environmental Impact Statement (EIS)  
Preliminary Design Plans  
Preliminary Specifications  
Preliminary Cost Estimate
10. Furnish 1 review copy of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 180 days of authorization to proceed with this phase, and review them with Owner. Within 30 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 1 copy of the revised Preliminary Design Phase

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Exhibit A – Engineer's Services

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documents, revised opinion of probable Construction Cost, and any other deliverables within 20 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 and Owner and Engineer has agreed to any additional compensation for services outside the scope of Exhibit A.1.02.

#### 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 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:

Final Plans

Final Specifications

Final Cost Estimate

10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copy 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 180 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 20 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 1 final copy of such documents to Owner within 15 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 and Owner and Engineer has agreed to any additional compensation for services outside the scope of Exhibit A.1.03.
- 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 2. 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*

- 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 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 one (1) pre-bid conference, if any.
  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.
  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 and for additional compensation, 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:

Provide Advertisement for Bids

Assist Owner in Publishing Advertisement for Bids

Address Bidder Questions

Attend Pre-Bid Conference

Attend Bid Opening

Tabulate Bids

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#### Exhibit A – Engineer's Services

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

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## Make Recommendations to Owner regarding Award

- B. 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) and Owner and Engineer has agreed to any additional compensation for services outside the scope of Exhibit A.1.04.

### A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon 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 the Standard General Conditions of the Construction Contract, 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.
  - 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 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 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 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: N/A
  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*

A. Upon written authorization from Owner during the Post-Construction Phase and for additional compensation, 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. If required and a fee negotiated, 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. 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.
  2. 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.
  3. Services required as a result of Owner's providing incomplete or incorrect Project Information to Engineer.
  4. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
  5. 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.
  6. 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.
  7. 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.
- 8. 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).
- 9. 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 constructability 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.
- 10. 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.
- 11. 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.
- 12. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
- 13. Providing Construction Phase services beyond the original date for substantial 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.
- 14. 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.
- 15. 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.
- 16. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
- 17. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
- 18. 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.

19. 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.
20. Overtime work requiring higher than regular rates.
21. 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.
22. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
23. 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).

**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 and for additional compensation, 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 two 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 **December 22, 2021**.

## **Owner's Responsibilities**

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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: **Physically obtain all land / easements**

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Exhibit B – Owner's Responsibilities

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

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This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated **December 22, 2021**.

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

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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 **\$2,266,650** based on the following estimated distribution of compensation:
  - a. Study, Report Phase, NPDES Permit, Environmental Services **\$226,655**
  - b. Preliminary / Final Design Phase **\$1,414,495**
  - c. Bidding and Negotiating Phase **\$25,000**
  - d. Construction Phase **\$575,000**
  - e. Post-Construction Phase **\$25,500**
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 24 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.



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

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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**

**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 \$575,000 based upon one (1) full-time RPR on a 40-hour work week (not including travel time) with 10% overtime, over a 24 month 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 1.1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of 4/2022) 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 1.1.

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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 is not the maximum amount 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 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**

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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. The estimated total for Additional Services is \$0

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 1.1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of 4/2022) 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 1.1.

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.

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 December 22, 2021.

### Reimbursable Expenses Schedule

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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"x11" Copies/Impressions	\$ N/A/page
Copies of Drawings	\$ N/A/sq. ft.
Mileage (auto)	\$ 0.575/mile
Air Transportation	at cost plus 10%
CAD Charge	\$ N/A/hour
Laboratory Testing	at cost plus 10%
Permit Application Fees	at cost plus 10%
Health and Safety Level	\$ N/A/day
Lodging	at cost plus 10%
Per Diem	\$55.00/day

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 December 22, 2021.

## **Standard Hourly Rates Schedule**

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**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.

**B. Schedule:**

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

Billing Class 11	Project Manager	\$ <u>175.00</u> /hour
Billing Class 10	Senior Engineer	\$ <u>175.00</u> /hour
Billing Class 9	Engineer	\$ <u>150.00</u> /hour
Billing Class 8	Engineer In Training	\$ <u>95.00</u> /hour
Billing Class 7	Senior Technician	\$ <u>130.00</u> /hour
Billing Class 6	Technician	\$ <u>100.00</u> /hour
Billing Class 5	CADD Operator	\$ <u>80.00</u> /hour
Billing Class 4	Inspector	\$ <u>65.00</u> /hour
Billing Class 3	Administrative Assistant	\$ <u>42.50</u> /hour
Billing Class 2	Survey Crew, 2 Man	\$ <u>135.00</u> /hour
Billing Class 1	Survey Crew, 3 Man	\$ <u>155.00</u> /hour

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 22, 2021.

## **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***

- 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 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 **December 22, 2021**.



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**NOTICE OF ACCEPTABILITY OF WORK**

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PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

**NOTICE DATE:**

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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: \_\_\_\_\_

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 22, 2021. ]

## **Construction Cost Limit**

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Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

### **F5.02    *Designing to Construction Cost Limit***

- A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$11,333,350 which is the balance of the identified funding less the engineering costs (Totaling \$13,600,000). Additional funding or grants secured will adjust these two numbers.
- B. A bidding or negotiating contingency of 10 percent will be added to any Construction Cost limit established.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then-established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

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Exhibit F – Construction Cost Limit.

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

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Page 1



This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 22, 2021.

## **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: \$1,000,000
    - 2) Bodily injury by disease, each employee: \$1,000,000
    - 3) Bodily injury/disease, aggregate: \$1,000,000
  - 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: \$1,000,000
    - 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 \$1,000,000
    - 2) Annual Aggregate \$1,000,000
  - g. Other (specify): \$[ N/A ]
2. By Owner:
- a. Workers' Compensation: Statutory

b. Employer's Liability --

- |  |           |
|--|-----------|
| 1) Bodily Injury, Each Accident            | Statutory |
| 2) Bodily Injury by Disease, Each Employee | Statutory |
| 3) Bodily Injury/Disease, Aggregate        | Statutory |

c. General Liability --

- |   |           |
|---|-----------|
| 1) General Aggregate:                                   | Statutory |
| 2) Each Occurrence (Bodily Injury and Property Damage): | Statutory |

d. Excess Umbrella Liability

- |                       |           |
|-----------------------|-----------|
| 1) Per Occurrence:    | Statutory |
| 2) General Aggregate: | Statutory |

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

Statutory

f. Other (specify):

Statutory

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. E.L. Robinson Engineering Company  
Engineer

b. [ ]  
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.

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Exhibit G -- Insurance.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **December 22, 2021**.

## **Dispute Resolution**

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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 **an agreed upon 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 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated December 22, 2021.

## **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).
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.
3. *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 **December 22, 2021**.

### **Special Provisions**

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Paragraph(s) [                      ] of the Agreement is/are amended to include the following agreement(s) of the parties:

N/A

This is **EXHIBIT K**, consisting of [     ] pages,  
referred to in and part of the **Agreement**  
between **Owner and Engineer for Professional**  
**Services** dated **December 22, 2021**.

**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: \_\_\_\_\_



## Item Cover Page

### COUNCIL AGENDA ITEM REPORT

**DATE:** January 10, 2022

**SUBMITTED BY:** Juanita Hester

**ITEM TYPE:** Request

**AGENDA SECTION:** ADMINISTRATIVE MATTERS

**SUBJECT:** Professional Services Contract for the Curtis L. Brown, Jr. Field (EYF) Runway and Apron Pavement Rehabilitation - W.K. Dickson & Co., Inc.

**BACKGROUND:** The NCDOT - Division of Aviation (NCDOA) has awarded funding for the design of the Runway and Apron Pavement Rehabilitation project. The elements of the project generally consist of pavement rehabilitation of Runway 15-33 and a section of apron; removal of one taxiway connector which provides direct connection from an apron to the runway; replacement of the removed taxiway with construction of a new taxiway connector; and fillet widening of other existing taxiway connectors. Funding: 90% State and 10% Local. The total fee of all anticipated work and expenses is \$264,421. Contract copy provided.

**SUGGESTED ACTION:** Council is requested to approve the Contract.

---

### ATTACHMENTS:

Peak Agenda Attachment - WK Dickson Contract - Runway and Apron Pavement Rehabilitation Project - 1.10.22.pdf

Work Authorization #1  
Curtis L. Brown, Jr. Field (EYF)  
Elizabethtown, North Carolina  
Runway and Apron Pavement Rehabilitation  
October 27, 2021

CONTRACT FOR PROFESSIONAL SERVICES

Dated July 13, 2020  
Expiration: July 13, 2025  
Project Request Number: 4267  
WBS Number: 36244.4.9.2  
Funding: 90% State/10% Local

I. PROJECT DESCRIPTION

The Runway and Apron Pavement at Curtis L. Brown Jr. Field Airport, in Elizabethtown, NC (OWNER) is scheduled for rehabilitation. North Carolina Department of Transportation – Division of Aviation (NCDOA) has awarded funding for the design of the Runway and Apron Pavement Rehabilitation project. The elements of this project are shown on the attached Exhibit -1 and generally consist of pavement rehabilitation of Runway 15-33 and a section of apron; removal of one taxiway connector which provides direct connection from an apron to the runway; replacement of the removed taxiway with construction of a new taxiway connector; and fillet widening of other existing taxiway connectors. The scope of services outlined in this work authorization generally consist of the following:

- a. Preliminary Engineering will be conducted to complete survey and geotechnical investigation and testing to develop and evaluate design alternatives for the pavement rehabilitation. Pavement rehabilitation methods such as mill and overlay, isolated full depth repair and overlay, comprehensive full depth removal and reconstruction, full depth reclamation and/or a combination of these, will be considered.
- b. Update taxiway geometry and associated airfield lighting and signage to reflect fillet tapers and removal/relocate the taxiway connector which provide direct access from an apron area to the runway.
- c. Develop program budget and phasing schedule for implementation in consideration of funding and impact to airport operations.
- d. Develop design plans, specifications, and contract documents for permitting, bidding and construction.



WK Dickson & Co., Inc.

The proposed scope and man hour estimate is based on project requirements as defined by NCDOA Airport Improvement Program (AIP) and grant checklists and FAA design guidance published as of the date of this work authorization. If new guidance is issued prior to completion of the project that results in a change to the scope of work, this change will be defined in a contract amendment and additional work will be provided as an additional service

The below scope of services outlines project management, grant administration, survey, geotechnical investigation, design, permitting, and bidding to be provided by WK Dickson (CONSULTANT) to assist the OWNER with this project. This scope of work and fee estimate includes the work that is known to be required for this project as defined below:

## II. SCOPE OF SERVICES

### Basic Services

The CONSULTANT will provide the General Basic Services listed below and in accordance with Section I of the General Provision of the Contract for Professional Services, dated July 13, 2020.

#### PROJECT DEVELOPMENT PHASE

1. **Project Management and Grant Administration:** Project Management shall generally consist of the following:
  - a. Project Formulation: Consultation with OWNER, state and federal government agencies to clarify and define the requirements for the project and review available data, prepare and submit the proposed work authorization to the OWNER, state and federal movement agencies for acceptance.
  - b. Grant Administration: CONSULTANT will provide assistance to the OWNER with the administration of project applications, grant applications, grant compliance issues, routine grant status reports, and correspondence and applications for funding reimbursements. Grant administration tasks will be performed in accordance with checklists published on the NCDOA website as of the date of this work authorization.
  - c. **Project Management:** Provided by the CONSULTANT shall include routine management tasks such as preparation of progress reports, development and maintenance of the project schedule and invoicing to the OWNER, attendance to monthly meetings with the OWNER and consultant coordination.

#### **Task Deliverables:**

Curtis L. Brown, Jr. Field (EYF)  
Runway and Apron Pavement Rehabilitation (Design/Bidding)  
Work Authorization #1  
Page 2





- Meeting minutes from scoping meeting
- Fully executed Work Authorization and documentation of NCDOA Work Authorization acceptance and IFE.
- Monthly Progress Report for Airport Meetings
- Monthly Invoices
- Grant Documentation (pdf) as required by NCDOA checklists
- Project schedule (Microsoft Project format)

2. **Preliminary Engineering:** The CONSULTANT will provide Preliminary Engineering services. Preliminary engineering and design phase services will be completed considering the following airport characteristics.

Existing Runway and Taxiways:

- Pavement Material: Asphalt
- Runway Pavement Condition Index (PCI): 71 (2019 APMS Report)
- Last major pavement rehabilitation completed in 2004 (2019 APMS report)
- Existing pavement section (material and thickness): Not known.
- Published Pavement rating: Single wheel: 30,000 lbs., Double wheel: 45,000 lbs.
- Runway Pavement Condition Number (PCN): N/A

▪ Existing Apron Pavement:

- Pavement: Primarily Asphalt, Concrete near fuel farm
- Apron Pavement PCI: 66,14 (asphalt, concrete respectively)
- Last major rehabilitation: Asphalt 2004, Concrete 1946
- Existing pavement section (material and thickness): Not known.

- Pavement rehabilitation design will be completed to maintain current pavement capacity strength rating using an aircraft fleet mix previously developed by the OWNER for the recently constructed Industrial Park project in 2019. Fleet Mix to be used is shown below:



No.	Name	Gross Wt. (lbs)	Annual Departures
1	Single Wheel 2	2,000	8,000
2	Chk.Six-PA-32	3,400	2,000
3	Bonanza-F-33A	3,412	2,000
4	Centurion-210	4,100	2,000
5	KingAir-C-90	9,710	2,000
6	SuperKingAir-B200	12,590	1,200
7	Citation-525	10,500	350
8	Citation-V	16,500	150
9	Citation-VI/VII	23,200	100
10	Falcon-900**	45,500	500
11	Gulfstream-G-IV	75,000	50
12	Gulfstream-G-II	66,000	50

\*\*Representative Aircraft of the Critical Aircraft Class (BII)

- Pavement Geometry and markings will be designed using the Falcon 900 as the design basis referencing ARC- B-II, ADG II and TDG 2.
- Design documents will also address the following corrective action items listed on the 5010 inspection report dated August 20, 2020.
  - Correct markings on Runway 15 end to reflect additional runway pavement
  - Install missing PK nails at Runway Ends
  - Repair or replace broken drainage structure located between Taxiway A and F

Preliminary engineering services will include the following tasks:

- a. Conduct site visit(s) to inventory existing Runway, Taxiway and Apron Pavement conditions.
- b. Topographic design survey of project area as shown in exhibit-1 (See special services),
- c. Subsurface geotechnical investigation and evaluation on the existing runway pavement (See special services),
- d. Review of the findings from the site visit, survey, geotechnical report, and latest PCI inspection report.
- e. Collected existing conditions information will be evaluated relative to current runway design standards as outlined in AC 150/5300-13A. if geometric





deficiencies (e.g. vertical curve, surface gradient, sightline, threshold location, etc.) are discovered these will be noted in the preliminary engineering report. Design deficiencies are not anticipated and therefore the work required for resolution of a deficiency is excluded from the scope of this work authorization. If required, design to correct deficiencies and/or coordination with NCDOA and/or FAA for modification of standards for a deficiency deemed unfeasible to correct may be provided as an additional service.

- f. Preliminary design alternatives will be developed for consideration for rehabilitation. Methods such as, mill and overlay, isolated full depth repair and overlay, comprehensive full depth removal and reconstruction, full depth reclamation and/or a combination of these, will be considered.
- g. Development of preliminary cost estimates for each design alternative. It is anticipated that the preliminary opinion of probable costs will be sufficient cost analysis to select the recommended design alternative. If additional Cost Effectiveness Analysis (as outlined in AC 150/5320-6G, section 1.6.3) is determined to be required this may be provided as an additional service.
- h. Development of preliminary phasing plans and construction schedules will be developed to estimate the likely full and/or partial runway closures associated with each design alternative. Estimated durations of closures will be used by the OWNER to evaluate the impact to typical operations and based users for each alternative.
- i. Development of Overall Project schedule and funding plan for bidding and construction. The program plan will consider availability of funding and impacts to airfield operation.
- j. Consultation to the OWNER and coordination with NCDOA to select the recommended design alternative.
- k. Development of a Preliminary Engineering report which outlines the conducted evaluation of alternatives, and selected rehabilitation method and determined program schedule and funding plan. The findings of the Preliminary Engineering report will serve as the basis for the Design Phase.
- l. Perform internal Quality Control review of Preliminary Engineering Report
- m. Submittal of the Preliminary Engineering report to the OWNER, NCDOA and FAA for acceptance. The Preliminary Engineering report will serve as the deliverable for this Preliminary Engineering work task. Future design



phase work will be based on the Preliminary Engineering report accepted by the Owner, NCDOA and FAA.

**Task Deliverables:**

- Design Survey
- Geotechnical Subsurface Investigation Report
- Preliminary Engineering Report
- Documentation of Owner, NCDOA and FAA acceptance of Preliminary Engineering Report.

**DESIGN PHASE**

1. **Design and Plan Preparation:** The CONSULTANT will provide Design Phase services for the Runway and Apron Pavement Rehabilitation. The design and plan preparation task will include the following:
  - a. In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the project and the design.
  - b. Further develop the Preliminary Engineering report to include an analysis and reasons for the design choices; results of preliminary engineering evaluations of existing equipment and systems; an analysis of the manner that the work will be accomplished; and a project cost estimate based upon the final design. The report will follow NCDOA guidance for engineer's design report.
  - c. Pavement shall be designed in accordance with the following FAA Advisory Circulars: 150/5300-13A. Runway, Taxiway and Apron Pavement will be asphalt (P-401) and Apron pad near the fuel farm will be Concrete (P-501) with design for aircraft less than 100,000 lbs. per FAA AC 150-5320-6G. Pavement shall be designed for a 20-year life span.

Design documents will include a bid alternate reflecting a rehabilitation of the entire apron with concrete (P-501).

Runway and Taxiway Connectors layout design will be updated to incorporate the FAA guidance regarding Fillet Taper Design and removal of aligned taxiways and runways (AC 150/5300-13A).

Pavement design requirements will be compared for both the design aircraft Falcon 900 and the Osprey V-22. CONSULTANT will provide an estimated cost difference for additional pavement needed to accommodate the Osprey.



CONSULTANT will evaluate a pavement design for a 60,000-pound aircraft compared to the resultant minimum pavement design for the Falcon 900. This evaluation will determine if the resultant pavement design for the Falcon 900 may be published at 60,000 lbs.

- d. CONSULTANT will submit 60% and 90% drawings and specifications to OWNER and Division of Aviation for review and approval. Technical Specifications will be prepared using the most current template documents as published by FAA under AC 150/5370-10. It is anticipated that design drawings will generally consist of the following elements:
  - i. Cover & Index Sheet
  - ii. General Notes
  - iii. Construction Safety and Phasing Plan (CSPP)
  - iv. Existing Conditions and Demolition Plan
  - v. Site Layout & Airfield Paving Plan & Profile
  - vi. Runway and Taxilane Cross Sections
  - vii. Pavement Marking Plans
  - viii. Grading and Drainage Plans
  - ix. Airfield Electrical Plans
  - x. Erosion & Sedimentation Control Plans
  - xi. Construction Details
- e. Prepare final design, drawings, specifications, and contract documents. Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitation to bid and instructions to bidders, and assist in the preparation of other related documents.
- f. CONSULTANT will perform internal quality review of plans, specifications, and contract documents prior to advertising project.
- g. CONSULTANT will Submit 7460-1, Notice of Proposed Construction & Construction Safety and Phasing Plan (CSPP) and required checklist to NCDOA for review. CONSULTANT will facilitate review process and address review comments to achieve NCDOA concurrence prior to submitting to FAA for approval.
- h. CONSULTANT will submit a construction estimate to NCDOA for determination of minority and/or women owned business participation goal once design is complete and prior to developing bid documents and advertisements.





- i. Furnish to the OWNER two (2) hard copies of completed drawings, specifications, reports, estimates and contract documents. Final design documents will be provided for the owner's records and to have available for viewing by interested bidders during bidding.

**Task Deliverables:**

- 60% Design Plans, Specifications and Cost Estimate
- 90% Design Plans, Specifications, Engineers Report and Cost Estimate
- 100% Design Plans/Bid Documents, Specifications, Cost Estimate and Final Design Engineers report.
- Construction Safety and Phase plan (CSPP)

2. **Electrical Design and Plan Preparation:** The CONSULTANT will provide Electrical Design Phase services for the Runway and Apron Pavement Rehabilitation project. This work will be done by WE Engineering, PLLC, as a subconsultant to CONSULTANT. The proposal and additional details regarding this work may be found in Appendix F.

As a result of the runway and apron pavement rehabilitation project there are anticipated impacts to the existing taxiway lighting and signage system. The electrical design plans will define and specify the work needed to implement these changes. Taxiway lights and signs within the project area will be relocated to align with new taxiway edge of pavement where widening will be completed to meet fillet taper design guidelines. Plans will also show the removal of existing taxiway lights and signs along the existing taxiway connector that will be removed, and new taxiway lights and signs along the proposed taxiway connector. Impacts to the existing runway lighting and signage system are not anticipated as part of the project and are excluded from the electrical design scope. Electrical design and Plan Preparation will generally include the following:

- a. Development of technical specifications for electrical work items;
- b. Design Plans and Details for the relocation of existing electrical items and addition of new electrical items such as airfield signs, lights, electrical circuits, and other electrical components impacted by the pavement rehabilitation project.
- c. Evaluate existing airfield vault and vault equipment to determine if existing vault equipment is compatible with the proposed electrical changes associated with the pavement rehabilitation project. If required, design and plans for vault equipment improvements will be provided.
- d. A summary of electrical design selections and any applicable calculations will be provided for inclusion in the engineer's report.



- e. Development of quantity take-offs and cost estimates for electrical work items. Quantities and unit prices will be provided for the 60%, 90% and final submittals.
- f. Assistance to the CONSULTANT during bidding to provide response to bidders questions by issuance of clarification and/or supplemental information as needed for bidding addenda.
- g. Deliverables shall include AutoCAD drawing files and PDFs plans and specifications. Final deliverables shall be sealed by a NC licensed professional engineer.

**Task Deliverables:**

- 60% Electrical Design Plans, Specifications and Cost Estimate
- 90% Electrical Design Plans, Specifications, Engineers Report and Cost Estimate
- 100% Electrical Design Plans/Bid Documents, Specifications, Cost Estimate and applicable sections of the final design engineers report.

- 3. **Documented CATEX:** It is anticipated that a Categorical Exclusion (CATEX) will be issued for the project and will be prepared in accordance with FAA Order 1050.1 Environmental Impacts: Policies and Procedures, FAA Order 5050.4, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions and FAA Environmental Desk Reference for Airport Actions.

Facilitation of up to two rounds of review comments with NCDOA of final documentation will be provided. If required, additional facilitation of review comments beyond the two rounds will be provided as an additional service and is excluded from this scope of services. Review and approval of document will be performed by FAA. Documented CATEX will also include the following:

- a. Completion of the ARP SOP 5.1 Appendix A "Documented CATEX" Form and generation of supporting exhibits and documentation. One Documented CATX package will be prepared to include both the Hangar Facility and the FBO Facility.
- b. Site Visit and field check will be completed to determine the presence or absence of Wetlands, Waters of the US and other applicable ecological resources. United States Army Corp of Engineers (USACE) and North Carolina Division of Water Resources (DWR) data forms will be completed for any Waters of the US or channelized drainage features within the project area.
- c. GPS position will be recorded for any observed Waters found onsite



- d. Inter-agency scoping will be conducted to notify agencies of the proposed work and the existing resources within the project area in order scope anticipated impacts of the project. Scoping efforts include notification to the following agencies:

- i. State Environmental Review Clearinghouse

Based on existing knowledge of the site and the proposed project improvements, it is not anticipated that environmental determinations such as Buffer determination, a protected species survey, archaeological investigation, or other formal regulatory agency coordination will be required. These items and any other item not listed above are excluded from this task. Additional environmental documentation beyond the CATEX is excluded from this scope of services. If during the completion of the CATEX it is determined that additional documentation is warranted, this may be provided as an additional service.

**Task Deliverables:**

- Documented CATEX with FAA approval

4. **Sediment and Erosion Control Permit:** Preparation and submittal of application and supporting documentation for the NCDEQ Erosion and Sedimentation Control Permit will be completed. Facilitation of up to one round of review comments with NCDEQ will be provided. If required, additional facilitation of review comments beyond the first round will be provided as an additional service and is excluded from this scope of services. All permit fees will be paid by the OWNER.

Upon approval of plan review and prior to bidding, CONSULTANT shall facilitate online submission of Notice of Intent with NCDEQ to achieve issuance of sediment and erosion control permit required for construction.

**Task Deliverables:**

- NCDEQ Sediment and Erosion Control Permit application package
- NCDEQ Sediment and Erosion Control Permit Approval

## CONSTRUCTION PHASE

1. **Bidding:** The CONSULTANT will provide the following Bidding services:
  - a. Consultant will provide guidance to ensure that all bidding will be in accordance with state bidding laws per NC General Statute 143-129.





- b. Coordinate advertisement of the bid in one local newspaper and the WK Dickson online plan room. The actual cost of the advertisements in the newspapers shall be paid for by the Owner.
- c. Conduct a pre-bid conference in accordance with FAA Advisory Circular AC 150/5370-12B. Consultant shall invite NCDOA to the pre-bid conference and provide no less than a 5-day notice of the meeting.
- d. Respond to bidder questions and issue addenda.
- e. Assist the OWNER in obtaining bids, conduct bid opening, prepare bid tabulations, and analysis of bid results, and furnish recommendations in connection with the award of construction contracts. DBE/MBE/WBE commitments or Good Faith Effort will be provided after bidding and prior to determination of the lowest bidder
- f. Assist the OWNER with life cycle cost analysis for the apron pavement concrete bid alternate. Submit results of analysis and recommendation regarding selection of bid alternate to NCDOA and FAA for review and acceptance.
- g. Assistance in preparation of formal contract documents for the award of construction contract.

**Task Deliverables:**

- Pre-Bid Conference Meetings
- Bidding Addendum
- Certified Bid Tabulation of bids received
- Life Cycle Cost Analysis of Pavement Bid Alternate
- Documented concurrence with NCDOA/FAA regarding Life Cycle Cost Analysis and selection of Bid Alternative.
- Recommendation of Award

**Special Services**

The CONSULTANT will provide the Special Services listed below and in accordance with Section II of the General Provision of the Contract for Professional Services, dated July 13, 2020.

1. **Design Survey:** This work task will be completed by Matrix East, PLLC, as a subconsultant to CONSULTANT. Additional details regarding this work may be found in Appendix D. Topographical Design Survey will be completed to record existing conditions of the project area defined in Exhibit-1 as described below:



- a. Record surface topography of project area and provide elevations at a density of shots to maintain accuracy for site features, slope changes and otherwise as required.
- b. Survey shall be collected at a density no less than a 25' x 25' grid.
- c. Vertical accuracy should be within 0.01' for paved surfaces and 0.1' for all other areas.
- d. Pavement shots along runway and taxiways shall include pavement centerline, crown and edges of pavement. Edge of pavement shots shall include additional shots in the shoulder immediately adjacent to the pavement to capture raised pavement edges.
- e. Location of above ground features, with the exclusion of pavement markings,
- f. Storm drainage structures, pipes, drainage swales and features within the survey area including upstream and downstream invert shots, sizes, typical section of channels and ditches, and pipe materials.
- g. Existing features to be surveyed including but not limited to, runway and taxiway edge lights, runway threshold lights, PAPI fixtures, drainage features, above and below ground utilities, location of existing airfield electrical homerun circuits, and any permanent structures found within the project areas.
- h. Provide North arrow, legend of special symbols, graphical and numerical scale.

**Task Deliverables:**

- AutoCAD Civil 3D drawing files with complete working surface representing existing topography
- Hard copy and pdf print of survey signed and sealed by a North Carolina licensed PLS.

2. **Geotechnical Investigation:** A Geotechnical subsurface exploration and report will be conducted to develop a determination of existing pavements and subgrade conditions and to make recommendations for pavement design. The investigation will follow the guidance of FAA AC 150/5320-6G for soils investigation and evaluation and will include borings within the existing runway, taxiway and apron pavements and in locations of proposed taxiway connectors and taxiway fillet widening. Information from borings and geotechnical investigation will be utilized for pavement design. Observation of failure types within existing pavements will be observed and noted to identify areas of specialized repair.



This work task will be completed by ECS Southeast, LLC, as a subconsultant to CONSULTANT. Additional details regarding this work may be found in Appendix E. The resulting report will generally consist of the following elements:

- a. Description of the proposed project and scope of investigation
- b. Description of the exiting pavement conditions,
- c. Description of observed failing and/or degrading pavement sections
- d. Summary of coring and subsurface exploration procedures
- e. Boring location plan,
- f. A description of the pavement thicknesses and subgrade soil classification, and conditions encountered, during the field investigation including the following:
  - i. Tabulation of pavement cores by pavement area (e.g. Runway, Taxiway, Apron) to show a summary of pavement sections encountered. Tabulation should report type of pavement material (e.g. P-401 Asphalt, NCDOT asphalt, P-209 Stone/NCDOT ABC) and the associated thickness of each material section.
  - ii. Provide color photos of pavement cores next to measuring device for visual scale of depth characteristics,
  - iii. Tabulation of borings organized by pavement area (e.g. Runway, Taxiway, Apron) to show a summary of subgrade soil classification, characteristics, and conditions at each boring.
  - iv. Summary of Collection of soil samples
- g. Computer generated boring logs with soil stratification based on visual soil classification,
- h. Plots of DCP resistance values vs. estimated CBR values.
- i. Groundwater levels observed, if any, during the after completion of drilling,
- j. Summarized laboratory data of testing and classification of in situ soil properties,
- k. Design recommendations for subgrade and base improvements for pavement rehabilitation





- l. Recommended California Bearing Ratio (CBR) and subgrade reaction modulus (k) for pavement design.
- m. Recommendations for repair considering methods such as overlay, mill/overlay, mill/crack sealing/overlay, isolated full depth repair, comprehensive full depth reconstruction/reclamation, or a combination. CONSULTANT will determine final pavement design thicknesses using existing design CBR and k values included in the subsurface report.

**Task Deliverables:**

- Final Geotechnical subsurface investigation report

**DELIVERABLES**

In general, deliverables will be provided for each task as noted above and shall be in accordance with the NCDOT Checklists AV-100 (10/2020 Revision).

**SCHEDULE**

Estimated duration to complete the above noted scope of services is approximately 18-24 months. CONSULTANT shall create and maintain a project schedule using Microsoft Project during the execution of the work.

**FEE SCHEDULE**

The above services shall be provided and billed according to the below Fee Schedule:

**Basic Services**

1. Project Management and Grant Administration	Lump Sum	\$19,568
2. Preliminary Engineering	Lump Sum	\$22,145
3. Design and Plan Preparation for Runway Rehab.	Lump Sum	\$104,735
4. Electrical Design and Plan Preparation	Lump Sum	\$42,267
5. Documented CATX	Lump Sum	\$8,270
6. Sediment and Erosion Control Permitting	Lump Sum	\$6,920
7. Bidding	Lump Sum	\$9,621

**Special Services**

1. Design Survey	Lump Sum	\$30,000
2. Geotechnical Investigation	Lump Sum	\$20,895

The total fee of all anticipated work and expenses is \$264,421 and is summarized in Attachment A

Curtis L. Brown, Jr. Field (EYF)

Runway and Apron Pavement Rehabilitation (Design/Bidding)

Work Authorization #1

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WK Dickson & Co., Inc.

man hour estimate and Attachment B Expenses. Miscellaneous additional work required but not contained in the above scope of services will be paid for in accordance with the current rate schedule at that time and will be subject to prior approval by the OWNER.

All other provisions of the Contract for Professional Services dated July 13, 2020 shall remain in full force and effect and unmodified other than as noted herein.

Requested By:

TOWN OF ELIZABETHTOWN

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted By:

W.K. DICKSON & CO., INC.

By:  \_\_\_\_\_

Typed Name: Scott Sigmon

Title: Vice President

Date: 12-21-21

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

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENTS:**

- A: Manhour Summary
- B: Direct Expenses
- C: Exhibit-1
- D: Sub-consultant Proposal, Design Survey
- E: Sub-consultant Proposal, Geotechnical Investigation
- F: Sub-consultant Proposal, Electrical Design and Plan Preparation
- G: Project Schedule

Curtis L. Brown, Jr. Field (EYF)  
Runway and Apron Pavement Rehabilitation (Design/Bidding)  
Work Authorization #1  
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## ATTACHMENT A - Man Hour Estimate

PROJECT DESCRIPTION: EYF WA#1 Runway and Apron Pavement Rehabilitation  
PREPARED BY: Jason Kennedy/ WK Dickson & Co., Inc.DATE PREPARED: 10-27-21  
TIP NUMBER: 4267WKD NUMBER: TBD  
WBS NUMBER: 36241.4.9.2

TASK NUMBER	PHASE AND TASK DESCRIPTION	Employee Classifications								SUB-TOTAL
		Principal	Project Manager	Senior Project Engineer	Senior Designer	Designer	Senior Scientist	Staff Scientist	Admin.	
	<b>PROJECT DEVELOPMENT PHASE</b>									
	<b>1. Project Management and Grant Administration</b>									
a.	<b>Project Formulation</b>									
i.	Guidance Review and Work Authorization Preparation	2	4							6
ii.	Scoping Meeting		4							4
iii.	Work Authorization Review with OWNER & NCDOA		4							4
iv.	IFE process coordination		2							2
b.	<b>Grant Administration</b>									
i.	Grant Application		1						1	2
ii.	Grant Reimbursement Claim (Est. 12 claims over project duration)		4						12	16
iii.	Grant Close Out		4						8	12
c.	<b>Project Management</b>									
i.	Routine management tasks (Progress reports, scheduling, invoicing)	4	10						8	22
ii.	Monthly Project Update Meetings (1/month 18 months)	4	8							12
iii.	Sub-consultant coordination		4	10					8	22
	<b>Task Subtotals</b>	10	45	10	0	0	0	0	37	102
	<b>2. Preliminary Engineering</b>									
a.	Initial site visit to inventory pavement condition		6	6						12
b.	Design Survey									
c.	Geotechnical subsurface exploration									
d.	Review Findings of Survey and Geotech		2	4						6
e.	Review Existing Runway for Design Deficiencies	1	4	8		8				21
f.	Development of Design Alternatives		2	4		8				14
g.	Preliminary Cost Estimates		2	4						6
h.	Preliminary Phasing Plans and construction schedules	1	2	2		4				9
i.	Development of Program Schedule and Funding Plan	2	2							4
j.	Coordination with Owner and Agencies for Alt. Evaluation and Selection	4	8	4						16
k.	Preliminary Engineering Report		4	12		8				24
l.	Internal Quality Review of Report	4	2							
m.	Submittal of Preliminary Engineer Report for Acceptance		1	1						
	<b>Task Subtotals</b>	12	33	45	0	28	0	0	0	120
	<b>DESIGN PHASE</b>									
	<b>1. Design and Plan preparation for Runway Rehabilitation</b>									
a.	Consultation with Owner and Agencies	2	8							
b.	Engineers Report		2	8	2					12
c.	Pavement Design		2	8						10
d.	Geometric Layout: Fillet Taper and Direct Access from Apron to Rwy's		4	8	4	8				24
e.	Plan Development (60%, 90% & 100% Bid Documents)									
i.	Cover and Index Sheet		1	1		4				6
ii.	General Notes		4	8		10				22
iii.	Construction Safety and Phasing Plan (CSPP)		4	8		20				32
iv.	Existing Conditions and Demolition plans		4	8		18				30
v.	Runway and Taxiway, Layout, Paving Plan and Profile		4	16	4	40				64
vi.	Runway & Taxiway Cross Sections		4	8	4	16				32
vii.	Runway & Taxiway Marking Plan		4	8		12				24
viii.	Runway & Taxiway Grading and Drainage Plan		4	12	8	40				64
ix.	Apron Layout, Paving Plan and Profile		4	8	4	20				36
x.	Apron Paving, Concrete Option Bid Alternate		4	8		12				24
xi.	Apron Marking Plan		2	5		8				15
xii.	Apron Grading and Drainage Plan		4	8	8	20				40
xiii.	Airfield Electrical									
xiv.	Erosion and Sedimentation Control Plan		2	12	4	32				50
xv.	Construction Details		4	8	4	40				56
xvi.	Facilitation of 60% Design Review with NCDOA		4	4						8
xvii.	Facilitation of 90% Design Review with NCDOA		4	4						8
f.	Preparation of Contract Documents and Specifications (Front End and Technical)		8	20					4	32
g.	Internal Quality Review of Documents	4	12	8						24
h.	7460 & CSPP submittal to NCDOA and FAA		2	4		8				14
i.	Preparation of Construction Cost estimates (60%, 90% and Bid Documents)		6	8		18				32
j.	Furnishing Documents to Owner		1	1		2			4	8
	<b>Task Subtotals</b>	6	102	191	42	328	0	0	8	677





## Item Cover Page

### COUNCIL AGENDA ITEM REPORT

**DATE:** January 10, 2022

**SUBMITTED BY:** Juanita Hester

**ITEM TYPE:** Request

**AGENDA SECTION:** ADMINISTRATIVE MATTERS

**SUBJECT:** Tax Releases

**BACKGROUND:** Certified Tax Collector Beverly Robinson has requested the following tax releases.

**SUGGESTED ACTION:** Council is requested to grant the Tax Releases.

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**ATTACHMENTS:**  
[DEC 2021 TAX RELEASES.pdf](#)

## MEMORANDUM

TO: Mayor and Town Council

FROM: Beverly Robinson, Certified Tax Collector *BR*

SUBJECT: Tax Releases

DATE: December 7, 2021

Tax collector Beverly Robinson has requested the following tax releases:

		<u>Account No.</u>
1	<b>2021 Herbert Ward Jr.</b>	<u>5013714</u>
	Reason Only .38 Acres In City Limits	
	Release Value \$52,043.00	
	Real Property	
	Tax Released	\$320.07
2	<b>2021 James Lewis</b>	0542551
	Reason Only .33 Acres In City Limits	
	Released Value \$ 111,620.00	
	Real Property	
	Tax Released	<u>\$686.46</u>

**Council is requested to grant the above tax releases**

\$ 1,006.53



## Item Cover Page

### COUNCIL AGENDA ITEM REPORT

**DATE:** January 10, 2022

**SUBMITTED BY:** Juanita Hester

**ITEM TYPE:** Request

**AGENDA SECTION:** ADMINISTRATIVE MATTERS

**SUBJECT:** Monthly Financial Report

**BACKGROUND:** Finance Director Sharon Penny brings forth a financial report for the month ending December 2021. Mrs. Penny may be called upon to give a brief presentation of the same.

**SUGGESTED ACTION:** Council is requested to approve the Monthly Financial Report.

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### ATTACHMENTS:

[Peak Agenda Attachment - Financial Report - 1.10.2022.pdf](#)

# ELIZABETHTOWN as of December 31, 2021 BUDGET & FINANCE SNAPSHOT

## FISCAL YEAR 2021-2022 REVENUES % YEAR COMPLETED: 50 %

### FINANCIAL REPORT

As indicated in the table to the left, Elizabethtown has received \$2,582,579 of its General Fund budgeted revenues during the reporting period, which began July 1, 2021.

\$889,725 of the Water Fund budgeted revenues has also been received. As of December 31, 2021, 75% of the current year appropriation for property taxes has been collected.

The total percentage of revenue received in the general fund and the water/sewer fund combined is 50%.

Note: We have received a reimbursement from the insurance company for the roof on town hall in the amount of \$77,135.44. Once work is complete we will receive the final reimbursement of approx. \$54,865.

Revenue Sources	Fiscal Year Budget	Actual Y-T-D as of 12-31-2021	% of Budget
<b>GENERAL FUND</b>			
Ad Valorem & BID Taxes	1,546,750	1,198,476.07	77.5%
Vehicle Taxes	180,000	73,543.38	40.9%
Local Option Sales Taxes	700,000	193,327.00	27.6%
Utility Franchise Taxes	311,000	81,121.44	26.1%
ABC Revenue	105,000	56,250.00	53.6%
Powell Bill	111,000	48,733.57	43.9%
Bladen Fire District	206,000	128,417.31	62.3%
Solid Waste fees	1,032,300	527,717.52	51.1%
Permits & Fees	26,815	18,446.00	68.8%
FEMA reimbursement	0	0.00	0.0%
Rental Income	43,800	19,880.18	45.4%
Salary & Admin. Reimbursements	283,680	115,567.84	40.7%
Miscellaneous Expenses	271,136	121,098.30	44.7%
General Fund Balance Approp.	336,701		0.0%
<b>TOTAL GENERAL FUND</b>	<b>5,154,182</b>	<b>2,582,578.61</b>	<b>50.1%</b>
<b>WATER FUND</b>			
Water fees	683,400	399,415.99	58.4%
Sewer fees	836,400	408,795.13	48.9%
Miscellaneous Revenue	155,300	81,513.59	52.5%
Utility Fund Balance Approp.	101,482		0.0%
<b>TOTAL WATER FUND</b>	<b>1,776,582</b>	<b>889,724.71</b>	<b>50.1%</b>

# BUDGET & FINANCE SNAPSHOT

## FISCAL YEAR 2021-2022 EXPENDITURES

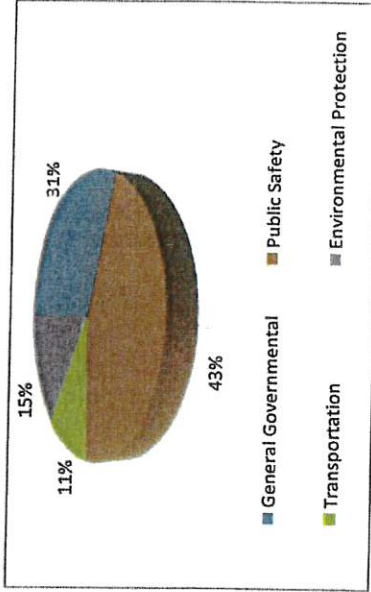
Department	Fiscal Year Budget	Actual Y-T-D as of 12-31-2021	% of Budget
Governing Body	41,669	18,055.66	43.3%
Administration	561,864	330,589.00	58.8%
Finance	257,420	125,675.14	48.8%
Public Services	230,095	146,749.85	63.8%
Public Facilities	300,956	178,849.65	59.4%
Police	1,438,811	641,790.86	44.6%
Fire	881,245	464,277.87	52.7%
Streets	479,538	264,901.00	55.2%
Powell	100,000	1,650.00	1.7%
Solid Waste	562,000	243,403.48	43.3%
Planning & Economic Develop.	87,210	13,403.89	15.4%
Recreation	41,125	15,703.23	38.2%
Special Appropriations	93,569	74,402.00	79.5%
Airport	78,680	39,263.79	49.9%
<b>GENERAL FUND TOTAL</b>	<b>5,154,182</b>	<b>2,558,715.42</b>	<b>49.6%</b>
<b>WATER FUND</b>			
Water	796,518	316,650	39.8%
Sewer	675,064	239,711	35.5%
Tank Maintenance & Transfer Out	305,000	134,310	44.0%
<b>WATER FUND TOTAL</b>	<b>1,776,582</b>	<b>690,670.95</b>	<b>38.9%</b>

### REVENUE OVER/(UNDER) EXPENDITURES

GENERAL FUND	0	\$	23,863
WATER FUND	0	\$	199,054

### TOTAL COMBINED FUNDS

	0	\$	222,917
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As of December 31, 2021, Elizabethtown has expended \$2,558,715 of this fiscal year's \$4.9 million General Fund operating budget and \$690,671 from it's Water Fund budget. The total

expenditures for the combined funds equate to approximately 47 % of the current operating budget.

The fiscal year-to-date expenditures are shown by area of function in the pie chart above. The largest expenditures for the Town is related to the provision of Public Safety & General Government.





## Item Cover Page

### COUNCIL AGENDA ITEM REPORT

**DATE:** January 10, 2022

**SUBMITTED BY:** Juanita Hester

**ITEM TYPE:** Request

**AGENDA SECTION:** OTHER BUSINESS

**SUBJECT:** "Briefly": *(Reminders and announcements are made at this time.)*

**BACKGROUND:** Mayor Campbell may call upon Town Manager Dane Rideout for a formal report.

**SUGGESTED ACTION:** Council is requested to hear the reminders and announcements.

---

### ATTACHMENTS:

[Peak Agenda - Briefly - 1.10.22.docx](#)

[Peak Agenda Attachment - Department Head Updates - November - December 2021.pdf](#)

To: Mayor and Town Council  
From: Dane Rideout, Town Manager  
Subject: "Briefly"  
Date: January 10, 2022

The following items are provided as information to Council:

- The Elizabethtown Planning Board will be meeting on January 18<sup>th</sup> at 6:00 p.m. The meeting will be virtual.
- The Zoning Board of Adjustment will be meeting on January 18<sup>th</sup> at 7:00 p.m. for the purpose of a Sign Variance Application.
- In observance of Dr. Martin Luther King Day, the Town offices will be closed on Monday, January 17, 2022.
- On January 17<sup>th</sup>, Town Council will be participating in the MLK Parade at 11:00 a.m. Parade line-up will be at the Municipal Building.
- Change Order #1 for the Cemetery project has been executed for a time extension to March 4, 2022.
- The Department Head Updates Report for November – December 2021 is provided as a separate attachment.



**For the Month of January**

1/05 – Certified Tax Collector/Deputy Clerk Beverly Robinson  
1/05 – Firefighter Cameron Kinlaw  
1/18 – Police Officer David Schmale  
1/21 - Police Officer Zack Bridgers  
1/26 - Police Officer Willie Thompson  
1/30 - Parks Maintenance Supervisor George Hopkins





Department Head Updates  
November - December 2021

## **COMMUNICATION AND MARKETING**

***Terri Dennison***

### **RIBBON CUTTING:**

**Greene's Lake Conservation Park:** A ribbon cutting was held at the new town park on November 17.

**Shena's Uniforms and Boutique:** A ribbon cutting was held for a new business in the Elizabethtown Central Business District on December 16.



### **ACTIVITIES**

#### **Bladen County Strategic Plan:**

T. Dennison presented the goals and priorities from the Prosperous Economy workgroup at a special Bladen County Commissioner work session,

**Chamber Strategic Plan:** On November 17, the Chamber Board along with ex-officio members began the process of developing a 3-year plan for the Chamber.

### **EVENTS:**

**Bladen County Christmas – 30 Days of Celebration:** most of the November and December, T. Dennison worked on building excitement for the Holiday Season.

Shop Local promotion: The popular “Elf Scavenger Hunt” returned this year. Families could search for the E-WL Elf in 16 different locations from Nov. 27 – Dec. 19.

Christmas Parade: This year’s parade featured a float contest and a grandstand with an announcer and judges.

Christmas at the Farmers Market: With the help of Elizabethtown’s Public Works, the Farmers Market was decorated for Christmas. Events were scheduled every Saturday until Christmas. We had 7 regular craft vendors and 2 produce vendors.

Lighting of the Lake: Twelve piers were registered for the lighting contest. Over 1400 votes were cast to help select the winners.

Storefront Decorating Contest: Yia Yia’s Gifts & More was chosen as the inner of the storefront decorating contest.



**Bladen County Christmas**  
30 Days of Celebration

**Friday, Nov. 24 - 4:00 PM**  
Grand Opening: Festival of Lights & Luau at the Lighthouse, Beaufort

**Saturday, November 25**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Sunday, November 26**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Monday, November 27**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Tuesday, November 28**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Wednesday, November 29**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Thursday, December 1**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Friday, December 2**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Saturday, December 3**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Sunday, December 4**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Monday, December 5**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Tuesday, December 6**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Wednesday, December 7**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Thursday, December 8**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Friday, December 9**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Saturday, December 10**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Sunday, December 11**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Monday, December 12**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Tuesday, December 13**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Wednesday, December 14**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Thursday, December 15**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Friday, December 16**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Saturday, December 17**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Sunday, December 18**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Monday, December 19**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Tuesday, December 20**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Wednesday, December 21**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Thursday, December 22**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Friday, December 23**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Saturday, December 24**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

**Sunday, December 25**  
10 AM - 12 PM: Open House & Free Food at the Lighthouse, Beaufort  
12 PM - 4 PM: Open House & Free Food at the Lighthouse, Beaufort

Winners of the Tree Decorating Contest at the Farmers Marker - Yandle & Son Small Engine Repair

Winner of Float Contest - Camp Clearwater

Judges for the Float Contest: Catitina Singletary from Star Communications, Mara McJilton with WECT and Announcer Townsend Link

Yia Yia's won the Storefront Decorating Contest

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## **ELIZABETHTOWN AIRPORT**

*Mitch Taylor*

### **Stats for the month of December 2021**

Recorded Aircraft Operations	324
Aviation Gasoline Sales	643 Gallons
Jet Fuel Sales	2212 Gallons
Sales Revenue	\$10,798

## **FIRE DEPARTMENT**

*Hollis Freeman*



- Community Events (Organizational meetings, public speaking, teaching)
- December 4<sup>th</sup>- Carried L-55 to the Bladenboro Christmas Parade
- December 6<sup>th</sup>- Hollis Freeman was sworn in as Fire Chief
- December 13<sup>th</sup> Held Officer Meeting
- December 18<sup>th</sup>- Held fundraiser for Emma Melvin and was a great success
- Professional Development (Certification and training classes, formal education, seminars)
- All members completed 157 hours total training for the month of December
- Operations (Logistics and training reports, response times, incident reports, staffing, CAD reports, equipment, volunteer firefighter programs)
- All annual hose testing was completed
- 46 - Pre-Fire Plans were completed
- 16 - Fire Inspections were completed
- 14 - Hydrants were evaluated in the Industrial Park
- Call Responses for December
- Fires- 10
- Medical- 20
- HazMat with no release- 1
- Calls for Service/Good Intent- 8
- False Alarm- 6
- Total Calls for December: 45



## **POLICE DEPARTMENT**

***Tony Parrish***

11/29/21 - 1/2/22	
Calls for Service	439
Reports Taken	55
Arrests	20
Traffic Collisions	57
Traffic Citations	14
Warning Tickets	30



## **PUBLIC WORKS**

***Hugh Bledsoe***

### **Streets/Parks**

The Streets and Park workers have been working hard to keep up with removing the leaf and limbs around town throughout the month of December. Put new mulch in the downtown flower beds in addition to routine maintenance. Holiday lighting was put up around town during the week of 11/15 – 20th. Street paving in progress by Barnhill Paving Contractors. Mary Greene Park grand opening was held on 11/17 and continues to be well received by our citizens and visitors alike. All town streets were cleaned using out street sweeping equipment. Repaired railing and a park bench at Bladen Crisis Thrift Store.

### **Mechanic**

Serviced street sweeping equipment and leaf and limb tools and equipment for use by the Street Dept. Also repaired and serviced several Police Dept. vehicles. Repaired and serviced Public Works vehicles and equipment. Helped Street Dept. remove a large fallen tree on Elizabeth St.

### **Water Dept.**

In addition to routine daily sampling, testing and monitoring of the Town's water wells, water service lines were dug up and repaired on Singletary Ave., Mercer Mill Rd., Williams St. and Smith Circle. Repaired a water main on Center Street. Worked with NCRWA to complete required updates for our Emergency Response Plan. Repaired and replaced a fire hydrant at Dunham and MLK Blvd. that was knocked over by a vehicle. Performed rereads on 106 water meters due to MTU programming issues. Well site 3 was burglarized and had to be taken offline to flush and refill wet well due to loss of chlorine feed, Police Dept. found juvenile perpetrator and recovered stolen items. Cleaned out and inspected wet well at Well #5.

**Issues:** Experienced cloudy water issues due to pumping issues at Well #4 allowing air to get in water mains, took well out of sequence until pump can be repaired or replaced. Obtained quotes for repairs, currently at \$55k.

### **Collections (Sewer) Dept.**

Crew continues to perform daily lift station monitoring as well as routine cleaning. Obtained and replaced a manhole cover and ring behind SPT that was damaged by a tractor. No SSO incidents reported to NCDEQ for December. Flushed sewer lines at Anderson's and Affordable Tire weekly. Required and routine flushing and inspection of sewer lines completed for 2021. Installed a new sewer tap on Lewis St.

### **Wastewater Treatment Plant**

Routine daily sampling and testing of influent, effluent and treatment systems continues. Submitted required monthly reporting to NCDEQ. Working with contractors and engineers in the chlorine gas to bleach conversion that has begun. Performed preventative maintenance on plant equipment. Assisted Collections staff with required sewer line flushing and inspections. No permit violations recorded for the month.



*Large Christmas Tree erected at Courthouse*



*Flower bed maintenance on Broad Street*





*Large tree removed on Elizabeth Street*

## **TOWN CLERK REPORT**

***Juanita Hester***

- In coordination with the Town Manager, the Clerk prepared the December 6, 2021 Town Council meeting agenda and made the distribution of the meeting material.
- Prepared necessary responses to action items included on the December 6, 2021, Town Council meeting agenda and made distribution of signed documents.
- Prepared Christmas and New Year's Holiday schedule notice for newspaper as well as notice about the January 10, 2022 Rescheduled Town Council Virtual meeting.
- Distributed to Department Heads, the 2022 Holiday listing and the 2022 Safety Committee Listing.
- Assisted the Public Services Department with preparing Certified-Return Receipt mailings for vehicle titles on surplus vehicles.
- During this reporting period, the Clerk received one Public Records Request for Disaster Response Management Agreement.
- Participated in phone conference on December 10<sup>th</sup> with Manager, Finance Director and DENR regarding the State appropriation funding for the Regional Sewer Project.
- Prepared and distributed the Friday Memos to Town Council and Department Heads.
- On December 30, 2021, the Clerk administered Oath for new Police Officer Madaleine Brooke Locklear.



## Item Cover Page

### COUNCIL AGENDA ITEM REPORT

**DATE:** January 10, 2022

**SUBMITTED BY:** Juanita Hester

**ITEM TYPE:** Request

**AGENDA SECTION:** OPEN FORUM

**SUBJECT:** Open Forum

**BACKGROUND:** With this being a Virtual meeting, written public comments may be made by submitting the comments to Town Clerk Juanita Hester either by email to [jhester@elizabethtownnc.org](mailto:jhester@elizabethtownnc.org) or by placing the written comments in an envelope appropriately marked and dropped in the Town's Drive-through Drop-Box.

**SUGGESTED ACTION:** Town Manager Dane Rideout will advise if any written comments from the public have been received.

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**ATTACHMENTS:**



## Item Cover Page

### COUNCIL AGENDA ITEM REPORT

**DATE:** January 10, 2022

**SUBMITTED BY:** Juanita Hester

**ITEM TYPE:** Request

**AGENDA SECTION:** ADJOURNMENT

**SUBJECT:** Adjournment

**BACKGROUND:** To adjourn the meeting.

**SUGGESTED ACTION:** Mayor Sylvia Campbell will entertain a motion and a second to adjourn the meeting.

---

**ATTACHMENTS:**

**ZOOM CALL INFORMATION FOR THE  
JANUARY 10, 2022 RESCHEDULED  
TOWN COUNCIL MEETING AT 5:00 P.M.**

## TOWN OF ELIZABETHTOWN

### PUBLIC NOTICE

The January Meeting for the Elizabethtown Town Council has been rescheduled for Monday, January 10, 2022 at 5:00 p.m. The meeting will be Virtual and conducted via Zoom Call. There will be no Noon Work Session.

Members of the public may join the meeting through Zoom from computer, smart phone or dial-in. Please see the following information in order to connect to the January 10, 2022 Rescheduled Town Council meeting:

**Join Zoom Meeting for the January 10, 2022 Elizabethtown Town Council Meeting at 5:00 p.m. –**

<https://us02web.zoom.us/j/87444380653?pwd=T1NVZVZTWdJWoeZlWlNyanFsWUxjZz09>

Meeting ID: 874 4438 0653

Passcode: 371767

One tap mobile

+19294362866,,87444380653#,,, \*371767# US (New York)

+13017158592,,87444380653#,,, \*371767# US (Washington DC)

Dial by your location

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 874 4438 0653

Passcode: 371767

Find your local number: <https://us02web.zoom.us/j/87444380653?pwd=T1NVZVZTWdJWoeZlWlNyanFsWUxjZz09>

Regarding public comments for the January 10, 2022 Open Forum section of the agenda, written comments will be received either by email: [jhester@elizabethtownnc.org](mailto:jhester@elizabethtownnc.org) or may be left in an envelope addressed to Town Clerk Juanita Hester at the Town's Drive-through Drop-Box at 805 W. Broad Street.

Sylvia Campbell, Mayor