Town of Beaufort, NC
701 Front St. - P.O. Box 390 - Beaufort, N.C. 28516
252-728-2141 - 252-728-3982 fax - www.beaufortnc.org

Board of Commissioners
Virtual Work Session
4:00 PM – Monday, March 22, 2021

Call To Order

Roll Call

Agenda Approval

Public Comment

Project Updates

Items for Discussion and Consideration

1. USDA Financing Package – Formal Offer and Acceptance
2. USDA Funded Utilities Improvements Project
   Engineering Consultant Contracts & Budget Amendment
3. Request to Rezone 1001 Cedar Street from R-8 to CS-MU
   Case No. 21-02.
4. Rezoning from TR to CS-MU 502 Cedar Street
   Case No. 21-03
5. Request to Rezone 823 West Beaufort Road from R-8 to B-1
   Case No. 21-04.
6. Text Amendment modifying the Land Development Ordinance Section 20: Special Use Permits
   Case No. 21-05
7. Modify/Revise the Existing Planned Unit Development (PUD) for Beau Coast Subdivision
   Case No. 21-06
8. Final Plat - Beau Coast Phase V
   Case No. 21-07
9. Preliminary Plat - Beaufort East Village Phase 1
   Case No. 21-08

10. Rotary Beaufort Historic Road Race
11. Residential Solid Waste Fee Increase
12. FY 2021 Budget Amendment #8
13. February 2021 Financial Report/Notes
14. Beaufort Harbor and Waterways Master Plan Advisory Committee
15. Manager and Board Evaluation Proposal

Mayor/Commissioner Comments

Adjourn

Town of Beaufort, NC

Board of Commissioners
Virtual Work Session
4:00 PM – Monday, March 22, 2021

AGENDA CATEGORY: Discussion and Consideration

SUBJECT: USDA Financing Package – Formal Offer and Acceptance

BRIEF SUMMARY:

On March 1, 2020, the Board of Commissioners voted unanimously to accept a preliminary offer from USDA/Rural Development of an infrastructure financing package totaling $23,579,000.

The package is broken down as follows:

Project Type	Loans	Grants	Total
Sewer	$ 7,036,000	$ 5,005,000	$ 12,041,000
Water	$ 8,031,000	$ -	$ 8,031,000
Storm Water	$ 3,007,000	$ 500,000	$ 3,507,000
Total	$ 18,074,000	$ 5,505,000	$ 23,579,000

The formal “offer and conditions” letter (attached) from USDA/Rural Development has been received and a vote of acceptance is required to move forward.

REQUESTED ACTION:

Motion to approve the attached resolution accepting the offer and conditions from USDA/RD for the $23,579,000 infrastructure financing package.

EXPECTED LENGTH OF PRESENTATION:

5 minutes

SUBMITTED BY:

John Day, Town Manager

BUDGET AMENDMENT REQUIRED:

N/A

Draft

March 22, 2021

Town of Beaufort
Attn: John Day, Town Manager
701 Front Street
Beaufort, NC 28516

RE: **Town of Beaufort**
Water Distribution System Improvements

Dear Mr. Day:

This letter establishes the conditions, which must be understood and agreed to by the Town of Beaufort ("Town") before further consideration may be given to the application. The State and Area Office staffs of USDA Rural Development ("Agency") will administer the loan funds for this project on behalf of Rural Utilities Service ("RUS").

The proposed water distribution system improvements project will replace the old cast iron and galvanized pipelines and associated services in the Beaufort downtown historic district with the installation of PVC pipelines. The proposed improvements will provide sustainable drinking water service to the residents, eliminate dead-end mains by completing loops, improve the flow of water into the downtown district, and improve the dependability of the entire system.

Any changes in project costs, sources of funds, scope of services, or any other significant changes in the project or Town must be reported to and approved by the Agency by written amendment to this letter. If significant changes are made without concurrence from the Agency, the Agency may discontinue processing of the application.

This letter is not to be considered as loan approval or as a representation as to the availability of funds. The application may be completed on the basis of a RUS loan not to exceed $8,031,000.

If RUS makes the loan, the interest rate will be the lower of the rate in effect at the time of loan approval or the rate in effect at the time of loan closing, unless you choose otherwise. Should the interest rate be reduced, the annual payments will be based on the lower interest rate.

The loan will be considered approved on the date a signed copy of Form RD 1940-1. "Request for Obligation of Funds", is signed and mailed to you by the Rural Development State Director or an appointed representative.

Please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions", if you desire that further consideration be given to your application.

If conditions set forth in this letter are not met within **twenty-four months (24) months** from the date of this letter, or the date of loan closing, whichever occurs first, USDA Rural Development reserves the right to discontinue processing of the application. Further, the Notice to Proceed to construction should be initiated within at least two (2) years from the date of obligation.

PROJECT BUDGET

Funding for the project is based on the following estimated project expenditures as follows:

Project Cost		**Budgeted**
Development -Construction		$ 5,852,515
Engineering Fees:		$ 916,470
Preliminary Engineering Report	$ 26,000	
Environmental Report	$ 12,000	
Basic Services	$ 401,720	
Resident Inspection	$ 360,000	
Additional Services – Funding Assistance	$ 5,000	
Additional Services - Surveying	$ 111,750	
Equipment		$ 60,000
Legal Services		$ 15,000
Legal Services – Adm Fee		$ 10,000
Bond Counsel		$ 50,000
Interest – Interim Financing		$ 541,765
Contingencies		$ 585,250
Total Project Cost:		**$ 8,031,000**

REPAYMENT SCHEDULE

The loan will be scheduled for repayment over a period of forty (40) years. The first principal and interest payment will be due and payable on June 1 following the date of loan closing or delivery of the bond and annually thereafter on the 1st day of June of each year.

SECURITY REQUIREMENTS

Security for the loan will consist of a **$8,031,000 Water System Revenue Bond** authorized and prepared in accordance with RUS Instruction 1780, Paragraph 1780.14, and the Local Government Bond Act. USDA Rural Development will negotiate the purchase of the bond with the Town and the North Carolina Local Government Commission ("LGC").

LGC reserves the right to require a public offering of the bond. The bond will be fully registered as to both principal and interest in the name of the "United States of America, Acting through the United States Department of Agriculture".

The Bond and any ordinance of resolution relating thereto must not contain any provision in conflict with RUS Bulletin 1780-27, "Loan Resolution (Public Body)," applicable regulations, and law.

PREAUTHORIZED DEBIT PAYMENT (PAD)

Prior to loan closing the Town must complete Form RD 3550-28, "Authorization Agreement for Preauthorized Payments". This form will authorize the government to electronically debit the Town**'s** RUS loan payment from its designated bank account on a predetermined date (date the payment is due). Preauthorized Debit is accomplished through the Automated Clearing House process method; thus, eliminating the need to write a check for each payment, the expense of mailing the payment, and allows the Town the certainty of when its payment will be applied.

INTERIM FINANCING

The Town will obtain interim construction financing in accordance with RUS Instruction 1780, paragraph 1780.39(d) and the Local Government Bond Act. Interim financing will be obtained through the sale of a Bond Anticipation Note with the assistance of the LGC for the amount of the USDA loan obligation. These funds will be placed into an appropriate construction fund. The Town will provide USDA Rural Development with a copy of the interim loan financing agreement. The Agency approval official may make an exception when interim financing is cost prohibitive or unavailable.

CONSTRUCTION ACCOUNT

The Town must establish a separate construction account with an acceptable financial institution or depository that meets the requirements of 31 CFR Part 202. All project funds will be deposited into this account. Financial institutions or depositaries accepting deposits of public funds and providing other financial agency services to the Federal Government are required to pledge adequate, acceptable securities as collateral. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the construction account at any one time. Your financial institution can provide additional guidance on collateral pledge requirements.

DISBURSEMENT OF FUNDS

Rural Development must approve the disbursement of all project funds prior to the release of the interim financing funds.

RESERVE REQUIREMENT

Reserves must be properly budgeted to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs, and assist with debt service, should the need arise. The following reserves are required to be established as a condition of this loan:

a. **Debt Service Reserve**: The Town must establish and maintain a Debt Service Reserve Account in accordance with RUS Instruction 1780, paragraph 1780.39(e) (2) to provide for at least one annual loan installment. The Town will make annual deposits into this account in an amount equal to at least one-tenth (1/10) of the annual installment per year for ten (10) years, or until the balance is equal to one annual installment on the loan. Prior written

concurrence from the Agency must be obtained before funds may be withdrawn from this account during the life of the loan. When funds are withdrawn during the life of the loan, deposits will continue until the fully-funded amount is reached.

b. **Short Lived Asset Reserve**: In addition to the debt service reserve, the Town should establish and maintain a Short-Lived Asset Reserve Fund. It is the Town's responsibility to assess its facility's short-lived asset needs on a regular basis and adjust the amount deposited to meet those needs.

LOAN RESOLUTION

The Town must formally adopt Form RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)," in the amount of **$8,031,000** at a properly called meeting of the governing body. Adoption of the document should be made a part of the official minutes of the above meeting. A certified copy of the said minutes should be attached to the resolution and be provided to USDA Rural Development.

OPERATING BUDGET AND RATE SCHEDULE

The Town must adopt an Operating Budget and Rate Schedule for its **Water System** that provides for sufficient revenues for the payment of all **Water System** operating and maintenance expenses, the proposed repayment of the new USDA loan, and required reserves. Certified copies of these documents should be provided to USDA Rural Development prior to loan closing.

The Town will be required to submit an Annual Budget at least thirty days prior to the beginning of its fiscal year to USDA Rural Development, along with a current rate schedule, and a listing of the current Town officials.

USER REQUIREMENTS AND VERIFICATION

Prior to loan closing or the project being authorized for construction bids, whichever occurs first, the Town must certify, in writing, that it has **3,234** full-time residential users and **315** commercial/industrial/institutional users on the existing Water system. If there is an existing mandatory connection ordinance requiring users to connect to the system, the above certification is not necessary. A copy of said ordinance shall be submitted to the Agency.

AMERICAN IRON AND STEEL REQUIREMENT

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies a new American Iron and Steel (AIS) requirement to obligations made after May 5th, 2017:

(1) No Federal funds made available for this fiscal year for the rural water, waste water, waste disposal, and solid waste management programs authorized by the Consolidated Farm and Rural Development Act (7 U.S.C. 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or Water system

unless all the iron and steel products used in the project are produced in the United States.

(2) The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(3) The requirement shall not apply in any case or category of cases in which the Secretary of Agriculture (in this section referred to as the "Secretary") or the designee of the Secretary finds that—

(a) applying the requirement would be inconsistent with the public interest;

(b) iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(c) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

The Town is ultimately responsible for compliance with AIS requirements and will be responsible for the following:

(1) ***Signing*** loan resolutions, grant agreements and letters of intent to meet conditions which include AIS language, accepting AIS requirements in those documents and in the letter of conditions.

(2) ***Signing*** change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby ***acknowledging*** responsibility for compliance with American and Iron Steel requirements.

(3) ***Obtaining*** the certification letters from the consulting engineer upon substantial completion of the project and ***maintaining*** this documentation for the life of the loan.

(4) Where the owner provides their own engineering and/or construction services, ***providing*** copies of engineers', contractors', and manufacturers' certification letters (*as applicable*) to the Agency to insert into the Agency file. All certification letters must be kept in the engineer's project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 must be included in the Agreement for Engineering Services.

(5) Where the owner directly procures AIS products, ***including*** AIS clauses in the procurement contracts and ***obtaining*** manufacturers' certification letters and ***providing*** copies to consulting engineers and contractors.

PERMITS

Prior to advertising for bids, the owner, contractor, or responsible party will be required to obtain all required permits necessary for construction of the project and such should be provided to the Agency. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans and specifications and bid documents.

PROFESSIONAL SERVICES AND CONTRACTS

Contracts or other forms of agreement between the Town and its professional and technical representatives are required and are subject to USDA Rural Development review and concurrence. ***To ensure compliance with the American Iron and Steel (AIS) requirements, specific AIS contract language must be included in Engineering Services Agreements per RUS Bulletin 1780-35***. USDA Rural Development forms and/or guides are available for use by the **Town**, when appropriate.

CONSTRUCTION CONTRACT DOCUMENTS

The construction contract documents must be completed in accordance with RUS Bulletin 1780, Subpart C, paragraph 1780.61 and 1780.75 and as indicated in RUS Bulletin1780-26 for projects funded, in whole or part, with Rural Utilities Service funds. ***To ensure compliance with the American Iron and Steel (AIS) requirements, specific AIS contract language must be included in each contract per RUS Bulletin 1780-35***. This includes projects jointly funded by Rural Utilities Service and other Federal, State, or local agencies. Alternative methods of preparing contract documents or alternative contract documents for jointly funded projects may be considered and approved by USDA Rural Development on a case-by-case basis, but only under extenuating circumstances. The contract documents must be submitted to the Agency for concurrence prior to advertising for bids along with updated cost estimate.

The contract documents must take into consideration and allow the use of all materials and equipment normally used for the application(s) described in the plans and specifications, unless prior concurrence is received from USDA Rural Development to delete a particular type of material, brand or model of equipment, etc. Specifications must not contain unfair clauses, performance requirements, construction requirements, etc. designed to prevent or eliminate the use of any particular material or piece of equipment.

FINAL PLANS AND SPECIFICATIONS

The project described in the final plans and specifications must conform essentially in scope to the project as described in the most recent version of the Preliminary Engineering Report, including any addendums. If any significant change in the project should develop (i.e. major change in service area, change in type or source of treatment, source of supply, capacity of system, etc.), after Rural Utilities Service funding has been approved, the Town will take immediate action to stop incurring, to the extent practicable, any additional project costs or expenses. A supplement or addendum to the Preliminary Engineering Report will be prepared, which shall include a revised project costs summary and operating budget, if necessary, and submitted to USDA Rural Development for review and concurrence. **Final plans and specifications shall be submitted to USDA Rural Development and other appropriate agencies for review and approval within six (6) months from the date of this letter.**

PROCUREMENT OF CONSTRUCTION SERVICES & SUPPLIES / EQUIPMENT

The project shall be formally advertised for bids in accordance with RUS Instruction 1780, paragraph 1780.72(b), and state and local laws and regulations applicable to this type of procurement. The use of any procurement method other than competitive sealed bids must be

requested in writing and approved by the Agency. Procurement by other than formal advertising may be used upon written concurrence by USDA Rural Development in accordance with RUS Instruction 1780, paragraphs 1780.70 and 1780.72. Formal advertising may be used for any procurement, however, at the option of the Town.

Contracts shall be awarded based on the lowest bid of acceptable materials and equipment and in accordance with 1780.70(g) and 1780.70(h). If contract award is proposed to other than the lowest bidder, documentation for such must be provided to USDA Rural Development. The USDA Rural Development State Engineer must provide written concurrence prior to the awarding of any contract by the Town.

CONSTRUCTION MONITORING

Full-time inspection is required unless a written exception is made by the Agency upon your written request. This service is to be provided by the consulting engineer or other arrangements as approved by the Agency. Prior to the pre-construction conference, a resume of qualifications of the resident inspector(s) will be submitted to the owner and Agency for review and approval. The owner will provide a letter of acceptance for all proposed observers to the engineer and Agency. The resident inspector(s) must attend the pre-construction conference.

The Agency requires prior agency concurrence with all Change Orders, Invoices, and Payment Estimates. The Agency also requires a pre-construction conference, pre-final, final, and warranty inspection.

EXCESS FUNDS

If there is a significant reduction in project costs because of redesign or bids received, funding needs for the project will be reassessed. Any loan funds not needed to complete the proposed project will be de-obligated. An amended Letter of Conditions will be issued if the amount of the proposed sources of funds changes.

Remaining funds may be used for eligible loan purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan remains the same. Agency loan funds that are not needed will be applied as an extra payment on the Agency indebtedness unless other disposition is required by the bond ordinance, resolution, or State statue.

RULES AND REGULATIONS

Rules and Regulations for the Town's Water System must be submitted to USDA Rural Development for approval and must be formally adopted by the Town, prior to loan closing. A certified copy of the ordinance establishing the Rules and Regulations must be provided to USDA Rural Development.

PROPERTY RIGHTS

Prior to advertisement for construction bids, the Town must furnish satisfactory evidence that it has or can obtain adequate continuous and valid control over the lands and rights-of-ways needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance

with the Uniform Relocation and Real Property Acquisition Act. Such evidence of control over the lands and rights must be in the following form:

a. Right-of-Way Map – The Town's selected Project Engineer will provide a map showing clearly the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof. A certification and legal opinion relative to title to rights-of-way and easements is required.

b. Form RD 442-22, "Opinion of Counsel Relative to Right-of-Way" – The Town's Attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title. These forms may contain a few exceptions such as properties that must be condemned; however, prior to the start of construction or loan closing, whichever occurs first, new forms must be provided which do not provide for any exceptions.

c. Form RD 1927-9, "Preliminary Title Work (Title Opinions)" – A separate Form RD 1927-9, "Preliminary Title Opinion", along with copies of deeds, contracts or options for any lands needed for construction of the proposed project, other than rights-of-way, may be used for each property currently owned or to be acquired.

d. Form RD 1927-10, "Final Title Opinion" (final title work/title insurance) – When applicable, a title insurance binder will be required on all real estate related to the facility now owned and property (land) acquired or to be acquired necessary for construction of the proposed project. The policy should name the United States of America, Acting through the United States Department of Agriculture, as the proposed insured. Form RD 1927-10, "Final Title Opinion" may be used for this purpose.

PROJECT COMPLETION

The project must be completed, and all funds disbursed, within three (3) years of obligation, after which the Town must submit to the Agency a written request for extension of time with adequate justification of circumstances beyond your control. Request for waivers beyond the initial extension will be submitted to the Assistant Administrator in the USDA Rural Development National Office for concurrence decision.

INSURANCE AND BONDING

Insurance and fidelity bond coverage must be obtained as required by the North Carolina General Statutes and RUS Instruction 1780, paragraph 1780.39(g), as shown below. The Town must provide evidence of required coverage to USDA Rural Development prior to loan closing or start of construction, whichever occurs first. The use of deductibles may be allowed providing you have the financial resources to cover potential claim requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions.

It is the Town's responsibility, and not that of the Agency, to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained. Evidence that the above-mentioned coverage is being maintained must be provided to USDA Rural Development annually.

a. General Liability Insurance – Include vehicular coverage;
b. Workers' Compensation - In accordance with appropriate State laws;
c. Position Fidelity Bond(s) - All positions occupied by persons entrusted with the receipt and/or disbursement of funds must be bonded. The Town should have each position bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. The coverage may be increased during construction of this project based on the anticipated monthly advances. The minimum coverage acceptable to the Agency will be for each position to be bonded for an amount at least equal to one annual installment on the Town's Agency loan(s);
d. National Flood Insurance - If the project involves acquisition or construction in a designated special flood or mudslide prone areas, the Town must purchase a flood insurance policy at the time of loan closing;
e. Real Property Insurance – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured and subsurface lift stations except for the value of electrical and pumping equipment. Prior to the acceptance of the facility from the contractor(s), the Town must obtain real property insurance (fire and extended coverage) on all facilities identified above.

VULNERABILITY ASSESSMENT AND EMERGENCY RESPONSE PLAN

The Town must complete a Vulnerability Assessment (VA) and Emergency Response Plan (ERP) in relationship to its Water System. The Town must provide written certification to the Agency that the VA and ERP for the Water System have been completed within twelve (12) months of project completion. (Do not provide a copy of the actual VA or ERP to USDA Rural Development).

CLOSING INSTRUCTIONS

The loans will be closed in accordance with instructions issued by the Office of General Counsel and applicable RUS Instructions issued by the USDA Rural Development National and/or State Office. Closing instructions must be obtained prior to advertising for bids.

SYSTEM for AWARD MANAGEMENT (SAM)

The Town, as the recipient, must have a Data Universal Numbering System (DUNS) number and register it in the System for Award Management (SAM). Recipients can register on-line at https://sam.gov/.

The Town, as the recipient, must maintain the currency of its information in SAM until it submits the final financial report required under this award and all grant funds under this award have been disbursed or de-obligated, whichever is later. This requires that the Town review and update the information at least annually after initial registration, and more frequently if required by changes in its information or other award term.

LITIGATION

The Town is required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs is first. Additional documentation regarding the situation and litigation may be requested by the Agency.

AUDITS, MANAGEMENT REPORTS AND ACCOUNTING METHODS

An annual audit under the Single Audit Act is required if the Town expends $750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Financial statements must be prepared on the accrual basis of accounting in accordance with generally accepted accounting principles (GAAP), and must include at a minimum a balance sheet as well as an income and expense statement. ***Annual Audits/Financial Statements will include a separate reporting for each Water and Water Proprietary/Enterprise Fund, and itemize restricted cash accounts by type (debt service, short-lived assets, etc.)***. Further, guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 150 days of your fiscal year end.

GRADUATION

The Town will refinance the unpaid balance, in whole or in part, of its Rural Utilities Service debt upon request of the Government, if at any time it should appear to the Government that the **Town** is able to refinance its indebtedness by obtaining a loan for such purposes from cooperative or private sources at reasonable rates and terms.

ENVIRONMENTAL MITIGATION MEASURES

See attached "Town of Beaufort – Summary Mitigation Measures Attachment to Letter of Conditions"

OTHER CONDITIONS

All applicable items set out in *Form NC RUS Bulletin 1780-6-A, WWD Processing Checklist (Public Body)*, apply to this project and become a part of this Letter of Conditions. All requirements of the following must be met:

a. Compliance with all Federal, State, and local laws and Regulations in accordance with RUS Instruction 1780, Paragraph 1780.15
b. Compliance with State Pollution Control and/or Environmental Protection Agency standards
c. Compliance with other development plans

d. Compliance with State agency regulating water rights
e. Compliance with the Civil Rights Act of 1964
f. Compliance with Section 504 of the Rehabilitation Act of 1973
g. Compliance with the Age Discrimination Act of 1975
h. Compliance with the American with Disabilities Act of 1990
i. Limited English Proficiency (LEP) under Executive Order 13166

Sincerely,

Angela Washington
Area Specialist

USDA
United States Department of Agriculture

Draft

March 22, 2021

Town of Beaufort
Attn: John Day, Town Manager
701 Front Street
Beaufort, NC 28516

RE: **Town of Beaufort**
Wastewater Collection System Rehabilitation Project

Dear Mr. Day:

This letter establishes the conditions, which must be understood and agreed to by the Town of Beaufort ("Town") before further consideration may be given to the application. The State and Area Office staffs of USDA Rural Development ("Agency") will administer the loan and grant funds for this project on behalf of Rural Utilities Service ("RUS").

The proposed Wastewater Collection System Rehabilitation Project proposes to reduce infiltration into the sanitary sewer system by performing various forms of rehabilitation and/or replacement of certain sanitary sewer mains and appurtenances.

Any changes in project costs, sources of funds, scope of services, or any other significant changes in the project or Town must be reported to and approved by the Agency by written amendment to this letter. If significant changes are made without concurrence from the Agency, the Agency may discontinue processing of the application.

This letter is not to be considered as loan and grant approval or as a representation as to the availability of funds. The application may be completed on the basis of a RUS loan not to exceed $7,036,000 and a RUS Development grant not to exceed $5,005,000. for a total project cost of $12,041,000.

If RUS makes the loan, the interest rate will be the lower of the rate in effect at the time of loan approval or the rate in effect at the time of loan closing, unless you choose otherwise. Should the interest rate be reduced, the annual payments will be based on the lower interest rate.

The loan and grant will be considered approved on the date a signed copy of Form RD 1940-1. "Request for Obligation of Funds", is signed and mailed to you by the Rural Development State Director or an appointed representative.

Please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions", if you desire that further consideration be given to your application.

Rural Development • Kinston Area Office
Mailing Address: P O Box 6189 • Kinston, NC, 28501-0189
Physical Address: 2044-C Hwy 11/55 South • Kinston, NC 28501
Voice 252.526.9799 • Fax: (844) 325-6827 • Hearing Impaired: 711

USDA is an equal opportunity provider, employer and lender.

If conditions set forth in this letter are not met within **twenty-four months (24) months** from the date of this letter, or the date of loan closing, whichever occurs first, USDA Rural Development reserves the right to discontinue processing of the application. Further, the Notice to Proceed to construction should be initiated within at least two (2) years from the date of obligation.

PROJECT BUDGET

Funding for the project is based on the following estimated project expenditures as follows:

Project Cost		**Budgeted**
Development - Construction		$ 8,590,770
Development – CCTV/Clean		$ 238,800
Equipment		$ 98,000
Engineering Fees:		$ 1,274,600
Preliminary Engineering Report & ER:	$ 30,000	
Environmental Report	$ 10,000	
Basic Services	$ 667,000	
Resident Inspection	$ 396,000	
Additional Services - Surveying	$ 167,000	
Additional Services – Funding Assistance	$ 4,000	
Legal Services		$ 15,000
Bond Counsel		$ 50,000
Administrative Fees		$ 10,000
Interest – Interim Financing		$ 904,753
Contingencies		$ 859,077
Total Project Cost:		**$ 12,041,000**

REPAYMENT SCHEDULE

The loan will be scheduled for repayment over a period of forty (40) years. The first principal and interest payment will be due and payable on June 1 following the date of loan closing or delivery of the bond and annually thereafter on the 1st day of June of each year.

SECURITY REQUIREMENTS

Security for the loan will consist of a **$7,036,000 Sewer System Revenue Bond** authorized and prepared in accordance with RUS Instruction 1780, Paragraph 1780.14, and the Local Government Bond Act. USDA Rural Development will negotiate the purchase of the bond with the Town and the North Carolina Local Government Commission ("LGC").

LGC reserves the right to require a public offering of the bond. The bond will be fully registered as to both principal and interest in the name of the "United States of America, Acting through the United States Department of Agriculture".

The Bond and any ordinance of resolution relating thereto must not contain any provision in conflict with RUS Bulletin 1780-27, "Loan Resolution (Public Body)" RUS Bulletin 1780-12, "Water or Sewer Grant Agreement", applicable regulations, and law.

PREAUTHORIZED DEBIT PAYMENT (PAD)

prior to loan closing the Town must complete Form RD 3550-28, "Authorization Agreement for Preauthorized Payments". This form will authorize the government to electronically debit the Town**'s** RUS loan payment from its designated bank account on a predetermined date (date the payment is due). Preauthorized Debit is accomplished through the Automated Clearing House process method; thus, eliminating the need to write a check for each payment, the expense of mailing the payment, and allows the Town the certainty of when its payment will be applied.

INTERIM FINANCING

The Town will obtain interim construction financing in accordance with RUS Instruction 1780, paragraph 1780.39(d) and the Local Government Bond Act. Interim financing will be obtained through the sale of a Bond Anticipation Note with the assistance of the LGC for the amount of the USDA loan obligation. These funds will be placed into an appropriate construction fund. The Town will provide USDA Rural Development with a copy of the interim loan financing agreement. The Agency approval official may make an exception when interim financing is cost prohibitive or unavailable.

CONSTRUCTION ACCOUNT

The Town must establish a separate construction account with an acceptable financial institution or depository that meets the requirements of 31 CFR Part 202. All project funds will be deposited into this account. Financial institutions or depositaries accepting deposits of public funds and providing other financial agency services to the Federal Government are required to pledge adequate, acceptable securities as collateral. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the construction account at any one time. Your financial institution can provide additional guidance on collateral pledge requirements.

ORDER OF DISBURSEMENT OF FUNDS

Agency loan funds of $7,036,000 (in the form of interim financing) shall be the first project funds expended, followed by Agency grant funds of $5,005,000.

Grant funds from the Agency will be disbursed by multiple advances through electronic transfer system, after interim financing or Agency loan funds are expended, in accordance with RUS Instruction 1780.45. SF 3881, "ACH Vendor /Miscellaneous Payment Enrollment Form", must be completed and submitted to the Agency prior to advertising for bids.

Rural Development must approve the disbursement of all project funds.

DISBURSEMENT OF GRANT FUNDS

The Rural Utilities Service (RUS) funds will be advanced as they are needed in the amount(s) necessary to cover the RUS proportionate share of obligations due and payable by recipient. Federal funds, upon receipt, must be deposited in an interest-bearing account in accordance with

2 CFR Part 200, §200.305. Interest earned on Federal advance payments in excess of $500 per year will be submitted to RUS annually.

RESERVE REQUIREMENT

Reserves must be properly budgeted to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs, and assist with debt service, should the need arise. The following reserves are required to be established as a condition of this loan:

a. **Debt Service Reserve**: The Town must establish and maintain a Debt Service Reserve Account in accordance with RUS Instruction 1780, paragraph 1780.39(e) (2) to provide for at least one annual loan installment. The Town will make annual deposits into this account in an amount equal to at least one-tenth (1/10) of the annual installment per year for ten (10) years, or until the balance is equal to one annual installment on the loan. Prior written concurrence from the Agency must be obtained before funds may be withdrawn from this account during the life of the loan. When funds are withdrawn during the life of the loan, deposits will continue until the fully-funded amount is reached.

b. **Short Lived Asset Reserve**: In addition to the debt service reserve, the Town should establish and maintain a Short-Lived Asset Reserve Account and make annual deposits of **$9,234** into this account until this balance is at least **$92,491**. It is the Town's responsibility to assess its facility's short-lived asset needs on a regular basis and adjust the amount deposited to meet those needs.

LOAN RESOLUTION

The Town must formally adopt Form RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)," in the amount of **$7,036,000** at a properly called meeting of the governing body. Adoption of this document should be made a part of the official minutes of the above meeting. A certified copy of the said minutes should be attached to the resolution and be provided to USDA Rural Development.

GRANT AGREEMENT

The Town will be required to execute RUS Bulletin 1780-12, "Water and Waste System Grant Agreement," in the amount of **$5,005,000**, prior to the disbursement of any USDA Rural Development grant funds.

OPERATING BUDGET AND RATE SCHEDULE

The Town must adopt an Operating Budget and Rate Schedule for its **Sewer System** that provides for sufficient revenues for the payment of all **Sewer System** operating and maintenance expenses, the proposed repayment of the new USDA loan, and required reserves. Certified copies of these documents should be provided to USDA Rural Development prior to loan closing.

The Town will be required to submit an Annual Budget at least thirty days prior to the beginning of its fiscal year to USDA Rural Development, along with a current rate schedule, and a listing of the current Town officials.

USER REQUIREMENTS AND VERIFICATION

Prior to loan closing or the project being authorized for construction bids, whichever occurs first, the Town must certify, in writing, that it has **3,234** full-time residential users and **342** commercial/industrial/institutional users on the existing sewer system. If there is an existing mandatory connection ordinance requiring users to connect to the system, the above certification is not necessary. A copy of said ordinance shall be submitted to the Agency.

AMERICAN IRON AND STEEL REQUIREMENT

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies a new American Iron and Steel (AIS) requirement to obligations made after May 5th, 2017:

(1) No Federal funds made available for this fiscal year for the rural water, waste water, waste disposal, and solid waste management programs authorized by the Consolidated Farm and Rural Development Act (7 U.S.C. 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or Sewer system unless all the iron and steel products used in the project are produced in the United States.
(2) The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
(3) The requirement shall not apply in any case or category of cases in which the Secretary of Agriculture (in this section referred to as the "Secretary") or the designee of the Secretary finds that—
    (a) applying the requirement would be inconsistent with the public interest;
    (b) iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
    (c) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

The Town is ultimately responsible for compliance with AIS requirements and will be responsible for the following:

(1) ***Signing*** loan resolutions, grant agreements and letters of intent to meet conditions which include AIS language, accepting AIS requirements in those documents and in the letter of conditions.
(2) ***Signing*** change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby ***acknowledging*** responsibility for compliance with American and Iron Steel requirements.
(3) ***Obtaining*** the certification letters from the consulting engineer upon substantial

completion of the project and ***maintaining*** this documentation for the life of the loan.

(4) Where the owner provides their own engineering and/or construction services, ***providing*** copies of engineers', contractors', and manufacturers' certification letters (*as applicable*) to the Agency to insert into the Agency file. All certification letters must be kept in the engineer's project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 must be included in the Agreement for Engineering Services.

(5) Where the owner directly procures AIS products, ***including*** AIS clauses in the procurement contracts and ***obtaining*** manufacturers' certification letters and ***providing*** copies to consulting engineers and contractors.

PERMITS

Prior to advertising for bids, the owner, contractor, or responsible party will be required to obtain all required permits necessary for construction of the project and such should be provided to the Agency. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans and specifications and bid documents.

PROFESSIONAL SERVICES AND CONTRACTS

Contracts or other forms of agreement between the Town and its professional and technical representatives are required and are subject to USDA Rural Development review and concurrence. ***To ensure compliance with the American Iron and Steel (AIS) requirements, specific AIS contract language must be included in Engineering Services Agreements per RUS Bulletin 1780-35***. USDA Rural Development forms and/or guides are available for use by the **Town**, when appropriate.

CONSTRUCTION CONTRACT DOCUMENTS

The construction contract documents must be completed in accordance with RUS Bulletin 1780, Subpart C, paragraph 1780.61 and 1780.75 and as indicated in RUS Bulletin1780-26 for projects funded, in whole or part, with Rural Utilities Service funds. ***To ensure compliance with the American Iron and Steel (AIS) requirements, specific AIS contract language must be included in each contract per RUS Bulletin 1780-35***. This includes projects jointly funded by Rural Utilities Service and other Federal, State, or local agencies. Alternative methods of preparing contract documents or alternative contract documents for jointly funded projects may be considered and approved by USDA Rural Development on a case-by-case basis, but only under extenuating circumstances. The contract documents must be submitted to the Agency for concurrence prior to advertising for bids along with updated cost estimate.

The contract documents must take into consideration and allow the use of all materials and equipment normally used for the application(s) described in the plans and specifications, unless prior concurrence is received from USDA Rural Development to delete a particular type of material, brand or model of equipment, etc. Specifications must not contain unfair clauses, performance requirements, construction requirements, etc. designed to prevent or eliminate the use of any particular material or piece of equipment.

FINAL PLANS AND SPECIFICATIONS

The project described in the final plans and specifications must conform essentially in scope to the project as described in the most recent version of the Preliminary Engineering Report, including any addendums. If any significant change in the project should develop (i.e. major change in service area, change in type or source of treatment, source of supply, capacity of system, etc.), after Rural Utilities Service funding has been approved, the Town will take immediate action to stop incurring, to the extent practicable, any additional project costs or expenses. A supplement or addendum to the Preliminary Engineering Report will be prepared, which shall include a revised project costs summary and operating budget, if necessary, and submitted to USDA Rural Development for review and concurrence. **Final plans and specifications shall be submitted to USDA Rural Development and other appropriate agencies for review and approval within six (6) months from the date of this letter.**

PROCUREMENT OF CONSTRUCTION SERVICES & SUPPLIES / EQUIPMENT

The project shall be formally advertised for bids in accordance with RUS Instruction 1780, paragraph 1780.72(b), and state and local laws and regulations applicable to this type of procurement. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency. Procurement by other than formal advertising may be used upon written concurrence by USDA Rural Development in accordance with RUS Instruction 1780, paragraphs 1780.70 and 1780.72. Formal advertising may be used for any procurement, however, at the option of the Town.

Contracts shall be awarded based on the lowest bid of acceptable materials and equipment and in accordance with 1780.70(g) and 1780.70(h). If contract award is proposed to other than the lowest bidder, documentation for such must be provided to USDA Rural Development. The USDA Rural Development State Engineer must provide written concurrence prior to the awarding of any contract by the **Town**.

CONSTRUCTION MONITORING

Full-time inspection is required unless a written exception is made by the Agency upon your written request. This service is to be provided by the consulting engineer or other arrangements as approved by the Agency. Prior to the pre-construction conference, a resume of qualifications of the resident inspector(s) will be submitted to the owner and Agency for review and approval. The owner will provide a letter of acceptance for all proposed observers to the engineer and Agency. The resident inspector(s) must attend the pre-construction conference.

The Agency requires prior agency concurrence with all Change Orders, Invoices, and Payment Estimates. The Agency also requires a pre-construction conference, pre-final, final, and warranty inspection.

EXCESS FUNDS

If there is a significant reduction in project costs because of redesign or bids received, funding needs for the project will be reassessed. Any loan funds not needed to complete the proposed project will be de-obligated. An amended Letter of Conditions will be issued if the amount of the proposed sources of funds changes.

Remaining funds may be used for eligible loan purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan remains the same. Agency loan funds that are not needed will be applied as an extra payment on the Agency indebtedness unless other disposition is required by the bond ordinance, resolution, or State statue.

RULES AND REGULATIONS

Rules and Regulations for the Town's Sewer System must be submitted to USDA Rural Development for approval and must be formally adopted by the Town, prior to loan closing. A certified copy of the ordinance establishing the Rules and Regulations must be provided to USDA Rural Development.

PROPERTY RIGHTS

Prior to advertisement for construction bids, the Town must furnish satisfactory evidence that it has or can obtain adequate continuous and valid control over the lands and rights-of-ways needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation and Real Property Acquisition Act. Such evidence of control over the lands and rights must be in the following form:

a. Right-of-Way Map – The Town's selected Project Engineer will provide a map showing clearly the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof. A certification and legal opinion relative to title to rights-of-way and easements is required.

b. Form RD 442-22, "Opinion of Counsel Relative to Right-of-Way" – The Town's Attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title. These forms may contain a few exceptions such as properties that must be condemned; however, prior to the start of construction or loan closing, whichever occurs first, new forms must be provided which do not provide for any exceptions.

c. Form RD 1927-9, "Preliminary Title Work (Title Opinions)" – A separate Form RD 1927-9, "Preliminary Title Opinion", along with copies of deeds, contracts or options for any lands needed for construction of the proposed project, other than rights-of-way, may be used for each property currently owned or to be acquired.

d. Form RD 1927-10, "Final Title Opinion" (final title work/title insurance) – When applicable, a title insurance binder will be required on all real estate related to the facility now owned and property (land) acquired or to be acquired necessary for construction of the proposed project. The policy should name the United States of America, Acting

through the United States Department of Agriculture, as the proposed insured. Form RD 1927-10, "Final Title Opinion" may be used for this purpose.

PROJECT COMPLETION

The project must be completed, and all funds disbursed, within three (3) years of obligation, after which the Town must submit to the Agency a written request for extension of time with adequate justification of circumstances beyond your control. Request for waivers beyond the initial extension will be submitted to the Assistant Administrator in the USDA Rural Development National Office for concurrence decision.

INSURANCE AND BONDING

Insurance and fidelity bond coverage must be obtained as required by the North Carolina General Statutes and RUS Instruction 1780, paragraph 1780.39(g), as shown below. The Town must provide evidence of required coverage to USDA Rural Development prior to loan closing or start of construction, whichever occurs first. The use of deductibles may be allowed providing you have the financial resources to cover potential claim requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions.

It is the Town's responsibility, and not that of the Agency, to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained. Evidence that the above-mentioned coverage is being maintained must be provided to USDA Rural Development annually.

a. General Liability Insurance – Include vehicular coverage;
b. Workers' Compensation - In accordance with appropriate State laws;
c. Position Fidelity Bond(s) - All positions occupied by persons entrusted with the receipt and/or disbursement of funds must be bonded. The Town should have each position bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. The coverage may be increased during construction of this project based on the anticipated monthly advances. The minimum coverage acceptable to the Agency will be for each position to be bonded for an amount at least equal to one annual installment on the Town's Agency loan(s);
d. National Flood Insurance - If the project involves acquisition or construction in a designated special flood or mudslide prone areas, the Town must purchase a flood insurance policy at the time of loan closing;
e. Real Property Insurance – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured and subsurface lift stations except for the value of electrical and pumping equipment. Prior to the acceptance of the facility from the contractor(s), the Town must obtain real property insurance (fire and extended coverage) on all facilities identified above.

VULNERABILITY ASSESSMENT AND EMERGENCY RESPONSE PLAN

The Town must complete a Vulnerability Assessment (VA) and Emergency Response Plan (ERP) in relationship to its Sewer System. The Town must provide written certification to the Agency that the VA and ERP for the Sewer System have been completed within twelve (12) months of project completion. (Do not provide a copy of the actual VA or ERP to USDA Rural Development).

CLOSING INSTRUCTIONS

The loans will be closed in accordance with instructions issued by the Office of General Counsel and applicable RUS Instructions issued by the USDA Rural Development National and/or State Office. Closing instructions must be obtained prior to advertising for bids.

SYSTEM for AWARD MANAGEMENT (SAM)

The Town, as the recipient, must have a Data Universal Numbering System (DUNS) number and register it in the System for Award Management (SAM). Recipients can register on-line at https://sam.gov/.

The Town, as the recipient, must maintain the currency of its information in SAM until it submits the final financial report required under this award and all grant funds under this award have been disbursed or de-obligated, whichever is later. This requires that the Town review and update the information at least annually after initial registration, and more frequently if required by changes in its information or other award term.

DRUG FREE WORKPLACE CERTIFICATION

Prior to approval of a USDA Rural Development grant, the Town must certify that it will provide a drug-free workplace, are not involved with drugs, and will establish an educational program concerning drug abuse for employees by executing Form AD-1049, "Certification Regarding Drug Free Workplace Requirement (Grants)."

LITIGATION

The Town is required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs is first. Additional documentation regarding the situation and litigation may be requested by the Agency.

AUDITS, MANAGEMENT REPORTS AND ACCOUNTING METHODS

An annual audit under the Single Audit Act is required if the Town expends $750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Financial statements must be prepared on the accrual basis of accounting in accordance with generally accepted accounting principles (GAAP), and must include at a

minimum a balance sheet as well as an income and expense statement. ***Annual Audits/Financial Statements will include a separate reporting for each Water and Sewer Proprietary/Enterprise Fund, and itemize restricted cash accounts by type (debt service, short-lived assets, etc.)***. Further, guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 150 days of your fiscal year end.

GRADUATION

The Town will refinance the unpaid balance, in whole or in part, of its Rural Utilities Service debt upon request of the Government, if at any time it should appear to the Government that the **Town** is able to refinance its indebtedness by obtaining a loan for such purposes from cooperative or private sources at reasonable rates and terms.

ENVIRONMENTAL MITIGATION MEASURES

See attached "Town of Beaufort – Mitigation Measures Attachment to Letter of Conditions"

OTHER CONDITIONS

All applicable items set out in *Form NC RUS Bulletin 1780-6-A, WWD Processing Checklist (Public Body)*, apply to this project and become a part of this Letter of Conditions. All requirements of the following must be met:

a. Compliance with all Federal, State, and local laws and Regulations in accordance with RUS Instruction 1780, Paragraph 1780.15
b. Compliance with State Pollution Control and/or Environmental Protection Agency standards
c. Compliance with other development plans
d. Compliance with State agency regulating water rights
e. Compliance with the Civil Rights Act of 1964
f. Compliance with Section 504 of the Rehabilitation Act of 1973
g. Compliance with the Age Discrimination Act of 1975
h. Compliance with the American with Disabilities Act of 1990
i. Limited English Proficiency (LEP) under Executive Order 13166

Sincerely,

Angela Washington
Area Specialist

USDA
United States Department of Agriculture

Draft

March 22, 2021

Town of Beaufort
Attn: John Day, Town Manager
701 Front Street
Beaufort, NC 28516

RE: **Town of Beaufort**
Storm Drainage Project

Dear Mr. Day:

This letter establishes the conditions, which must be understood and agreed to by the Town of Beaufort ("Town") before further consideration may be given to the application. The State and Area Office staffs of USDA Rural Development ("Agency") will administer the loan and grant funds for this project on behalf of Rural Utilities Service ("RUS").

The proposed Storm Drainage Project proposes to reduce infiltration into the sanitary sewer system by performing various forms of rehabilitation and/or replacement of certain sanitary sewer mains and appurtenances.

Any changes in project costs, sources of funds, scope of services, or any other significant changes in the project or Town must be reported to and approved by the Agency by written amendment to this letter. If significant changes are made without concurrence from the Agency, the Agency may discontinue processing of the application.

This letter is not to be considered as loan and grant approval or as a representation as to the availability of funds. The application may be completed on the basis of a RUS loan not to exceed $3,007,000 and a RUS Development grant not to exceed $500,000 for a total project cost of $3,507,000.

If RUS makes the loan, the interest rate will be the lower of the rate in effect at the time of loan approval or the rate in effect at the time of loan closing, unless you choose otherwise. Should the interest rate be reduced, the annual payments will be based on the lower interest rate.

The loan and grant will be considered approved on the date a signed copy of Form RD 1940-1. "Request for Obligation of Funds", is signed and mailed to you by the Rural Development State Director or an appointed representative.

Please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions", if you desire that further consideration be given to your application.

If conditions set forth in this letter are not met within **eighteen months (18) months** from the date of this letter, or the date of loan closing, whichever occurs first, USDA Rural Development reserves the

right to discontinue processing of the application. Further, the Notice to Proceed to construction should be initiated within at least two (2) years from the date of obligation.

PROJECT BUDGET

Funding for the project is based on the following estimated project expenditures as follows:

Project Cost		**Budgeted**
Construction		$ 2,492,782
Engineering Fees:		$ 517,600
Preliminary Engineering Report	$ 33,000	
Environmental Report	$ 8,000	
Eng.. Design	$ 188,000	
Resident Inspection	$ 218,000	
Additional Service - Surveying	$ 66,000	
Additional Services - Funding Assistance	$ 4,000	
Legal Services- Local Attorne		$ 5,000
Legal Services – Administrative Fees		$ 3,000
Bond Counsel		$ 17,000
Land & Rights – Easement		$ 48,000
Equipment Purchase		$ 17,500
Interest – Interim Financing		$ 157,440
Contingencies		$ 249,278
Total Project Cost:		**$ 3,507,000**

REPAYMENT SCHEDULE

The loan will be scheduled for repayment over a period of forty (40) years. The first principal and interest payment will be due and payable on June 1 following the date of loan closing or delivery of the bond and annually thereafter on the 1st day of June of each year.

SECURITY REQUIREMENTS

Security for the loan will consist of a **$3,007,000 Revenue Bond** authorized and prepared in accordance with RUS Instruction 1780, Paragraph 1780.14, and the Local Government Bond Act. USDA Rural Development will negotiate the purchase of the bond with the Town and the North Carolina Local Government Commission ("LGC").

LGC reserves the right to require a public offering of the bond. The bond will be fully registered as to both principal and interest in the name of the "United States of America, Acting through the United States Department of Agriculture".

The Bond and any ordinance of resolution relating thereto must not contain any provision in conflict with RUS Bulletin 1780-27, "Loan Resolution (Public Body)" RUS Bulletin 1780-12, "Water or Sewer Grant Agreement", applicable regulations, and law.

PREAUTHORIZED DEBIT PAYMENT (PAD)

Prior to loan closing the Town must complete Form RD 3550-28, "Authorization Agreement for Preauthorized Payments". This form will authorize the government to electronically debit the Town**'s** RUS loan payment from its designated bank account on a predetermined date (date the payment is due).

Preauthorized Debit is accomplished through the Automated Clearing House process method; thus, eliminating the need to write a check for each payment, the expense of mailing the payment, and allows the Town the certainty of when its payment will be applied.

INTERIM FINANCING

The Town will obtain interim construction financing in accordance with RUS Instruction 1780, paragraph 1780.39(d) and the Local Government Bond Act. Interim financing will be obtained through the sale of a Bond Anticipation Note with the assistance of the LGC for the amount of the USDA loan obligation. These funds will be placed into an appropriate construction fund. The Town will provide USDA Rural Development with a copy of the interim loan financing agreement. The Agency approval official may make an exception when interim financing is cost prohibitive or unavailable.

CONSTRUCTION ACCOUNT

The Town must establish a separate construction account with an acceptable financial institution or depository that meets the requirements of 31 CFR Part 202. All project funds will be deposited into this account. Financial institutions or depositaries accepting deposits of public
funds and providing other financial agency services to the Federal Government are required to
pledge adequate, acceptable securities as collateral. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the construction account at any one time. Your financial institution can provide additional guidance on collateral pledge requirements.

ORDER OF DISBURSEMENT OF FUNDS

Agency loan funds of $3,007,000 (in the form of interim financing) shall be the first project funds expended, followed by Agency grant funds of $500,000.

Grant funds from the Agency will be disbursed by multiple advances through electronic transfer system, after interim financing or Agency loan funds are expended, in accordance with RUS Instruction 1780.45. SF 3881, "ACH Vendor /Miscellaneous Payment Enrollment Form", must be completed and submitted to the Agency prior to advertising for bids.

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Reserves must be properly budgeted to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs, and assist

with debt service, should the need arise. The following reserves are required to be established as a condition of this loan:

a. **Debt Service Reserve**: The Town must establish and maintain a Debt Service Reserve Account in accordance with RUS Instruction 1780, paragraph 1780.39(e) (2) to provide for at least one annual loan installment. The Town will make annual deposits into this account in an amount equal to at least one-tenth (1/10) of the annual installment per year for ten (10) years, or until the balance is equal to one annual installment on the loan. Prior written concurrence from the Agency must be obtained before funds may be withdrawn from this account during the life of the loan. When funds are withdrawn during the life of the loan, deposits will continue until the fully-funded amount is reached.

LOAN RESOLUTION

The Town must formally adopt Form RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)," in the amount of **$3,007,000** at a properly called meeting of the governing body. Adoption of the document should be made a part of the official minutes of the above meeting. A certified copy of the said minutes should be attached to the resolution and be provided to USDA Rural Development.

GRANT AGREEMENT

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OPERATING BUDGET AND RATE SCHEDULE

The Town must adopt an Operating Budget and Rate Schedule for its **Storm Drainage System** that provides for sufficient revenues for the payment of all **Storm Drainage System** operating and maintenance expenses, the proposed repayment of the new USDA loan, and required reserves. Certified copies of these documents should be provided to USDA Rural Development prior to loan closing.

The Town will be required to submit an Annual Budget at least thirty days prior to the beginning of its fiscal year to USDA Rural Development, along with a current rate schedule, and a listing of the current Town officials.

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(3) The requirement shall not apply in any case or category of cases in which the Secretary of Agriculture (in this section referred to as the "Secretary") or the designee of the Secretary finds that—
    (a) applying the requirement would be inconsistent with the public interest;
    (b) iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
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(3) ***Obtaining*** the certification letters from the consulting engineer upon substantial completion of the project and ***maintaining*** this documentation for the life of the loan.
(4) Where the owner provides their own engineering and/or construction services, ***providing*** copies of engineers', contractors', and manufacturers' certification letters (*as applicable*) to the Agency to insert into the Agency file. All certification letters must be kept in the engineer's project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 must be included in the Agreement for Engineering Services.
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Contracts or other forms of agreement between the Town and its professional and technical representatives are required and are subject to USDA Rural Development review and concurrence. ***To ensure compliance with the American Iron and Steel (AIS) requirements, specific AIS contract language must be included in Engineering Services Agreements per RUS Bulletin 1780-35***. USDA Rural Development forms and/or guides are available for use by the **Town**, when appropriate.

CONSTRUCTION CONTRACT DOCUMENTS

The construction contract documents must be completed in accordance with RUS Bulletin 1780, Subpart C, paragraph 1780.61 and 1780.75 and as indicated in RUS Bulletin1780-26 for projects funded, in whole or part, with Rural Utilities Service funds. ***To ensure compliance with the American Iron and Steel (AIS) requirements, specific AIS contract language must be included in each contract per RUS Bulletin 1780-35***. This includes projects jointly funded by Rural Utilities Service and other Federal, State, or local agencies. Alternative methods of preparing contract documents or alternative contract documents for jointly funded projects may be considered and approved by USDA Rural Development on a case-by-case basis, but only under extenuating circumstances. The contract documents must be submitted to the Agency for concurrence prior to advertising for bids along with updated cost estimate.

The contract documents must take into consideration and allow the use of all materials and equipment normally used for the application(s) described in the plans and specifications, unless prior concurrence is received from USDA Rural Development to delete a particular type of material, brand or model of equipment, etc. Specifications must not contain unfair clauses, performance requirements, construction requirements, etc. designed to prevent or eliminate the use of any particular material or piece of equipment.

FINAL PLANS AND SPECIFICATIONS

The project described in the final plans and specifications must conform essentially in scope to the project as described in the most recent version of the Preliminary Engineering Report, including any addendums. If any significant change in the project should develop (i.e. major change in service area, change in type or source of treatment, source of supply, capacity of system, etc.), after Rural Utilities Service funding has been approved, the Town will take immediate action to stop incurring, to the extent practicable, any additional project costs or expenses. A supplement or addendum to the Preliminary Engineering Report will be prepared, which shall include a revised project costs summary and operating budget, if necessary, and submitted to USDA Rural Development for review and concurrence. **Final plans and specifications shall be submitted to USDA Rural Development and other appropriate agencies for review and approval within six (6) months from the date of this letter.**

PROCUREMENT OF CONSTRUCTION SERVICES & SUPPLIES / EQUIPMENT

The project shall be formally advertised for bids in accordance with RUS Instruction 1780, paragraph 1780.72(b), and state and local laws and regulations applicable to this type of procurement. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency. Procurement by other than formal advertising may be used upon written concurrence by USDA Rural Development in accordance with RUS Instruction 1780, paragraphs 1780.70 and 1780.72. Formal advertising may be used for any procurement, however, at the option of the Town.

Contracts shall be awarded based on the lowest bid of acceptable materials and equipment and in accordance with 1780.70(g) and 1780.70(h). If contract award is proposed to other than the lowest bidder, documentation for such must be provided to USDA Rural Development. The USDA Rural Development State Engineer must provide written concurrence prior to the awarding of any contract by the Town.

CONSTRUCTION MONITORING

Full-time inspection is required unless a written exception is made by the Agency upon your written request. This service is to be provided by the consulting engineer or other arrangements as approved by the Agency. Prior to the pre-construction conference, a resume of qualifications of the resident inspector(s) will be submitted to the owner and Agency for review and approval. The owner will provide a letter of acceptance for all proposed observers to the engineer and Agency. The resident inspector(s) must attend the pre-construction conference.

The Agency requires prior agency concurrence with all Change Orders, Invoices, and Payment Estimates. The Agency also requires a pre-construction conference, pre-final, final, and warranty inspection.

EXCESS FUNDS

If there is a significant reduction in project costs because of redesign or bids received, funding needs for the project will be reassessed. Any loan funds not needed to complete the proposed project will be de-obligated. An amended Letter of Conditions will be issued if the amount of the proposed sources of funds changes.

Remaining funds may be used for eligible loan purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan remains the same. Agency loan funds that are not needed will be applied as an extra payment on the Agency indebtedness unless other disposition is required by the bond ordinance, resolution, or State statue.

RULES AND REGULATIONS

Rules and Regulations for the Town's Storm Water System must be submitted to USDA Rural Development for approval and must be formally adopted by the Town, prior to loan closing. A certified copy of the ordinance establishing the Rules and Regulations must be provided to USDA Rural Development.

PROPERTY RIGHTS

Prior to advertisement for construction bids, the Town must furnish satisfactory evidence that it has or can obtain adequate continuous and valid control over the lands and rights-of-ways needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation and Real Property Acquisition Act. Such evidence of control over the lands and rights must be in the following form:

a. Right-of-Way Map – The Town's selected Project Engineer will provide a map showing clearly the location of all lands and rights-of-way needed for the project. The map must

designate public and private lands and rights and the appropriate legal ownership thereof. A certification and legal opinion relative to title to rights-of-way and easements is required.

b. Form RD 442-22, "Opinion of Counsel Relative to Right-of-Way" – The Town's Attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title. These forms may contain a few exceptions such as properties that must be condemned; however, prior to the start of construction or loan closing, whichever occurs first, new forms must be provided which do not provide for any exceptions.

c. Form RD 1927-9, "Preliminary Title Work (Title Opinions)" – A separate Form RD 1927-9, "Preliminary Title Opinion", along with copies of deeds, contracts or options for any lands needed for construction of the proposed project, other than rights-of-way, may be used for each property currently owned or to be acquired.

d. Form RD 1927-10, "Final Title Opinion" (final title work/title insurance) – When applicable, a title insurance binder will be required on all real estate related to the facility now owned and property (land) acquired or to be acquired necessary for construction of the proposed project. The policy should name the United States of America, Acting through the United States Department of Agriculture, as the proposed insured. Form RD 1927-10, "Final Title Opinion" may be used for this purpose.

PROJECT COMPLETION

The project must be completed, and all funds disbursed, within three (3) years of obligation, after which the Town must submit to the Agency a written request for extension of time with adequate justification of circumstances beyond your control. Request for waivers beyond the initial extension will be submitted to the Assistant Administrator in the USDA Rural Development National Office for concurrence decision.

INSURANCE AND BONDING

Insurance and fidelity bond coverage must be obtained as required by the North Carolina General Statutes and RUS Instruction 1780, paragraph 1780.39(g), as shown below. The Town must provide evidence of required coverage to USDA Rural Development prior to loan closing or start of construction, whichever occurs first. The use of deductibles may be allowed providing you have the financial resources to cover potential claim requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions.

It is the Town's responsibility, and not that of the Agency, to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained. Evidence that the above-mentioned coverage is being maintained must be provided to USDA Rural Development annually.

a. General Liability Insurance – Include vehicular coverage;
b. Workers' Compensation - In accordance with appropriate State laws;
c. Position Fidelity Bond(s) - All positions occupied by persons entrusted with the receipt and/or disbursement of funds must be bonded. The Town should have each position bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. The coverage may be increased during

construction of this project based on the anticipated monthly advances. The minimum coverage acceptable to the Agency will be for each position to be bonded for an amount at least equal to one annual installment on the Town's Agency loan(s);

c. National Flood Insurance - If the project involves acquisition or construction in a designated special flood or mudslide prone areas, the Town must purchase a flood insurance policy at the time of loan closing;
d. Real Property Insurance – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured and subsurface lift stations except for the value of electrical and pumping equipment. Prior to the acceptance of the facility from the contractor(s), the Town must obtain real property insurance (fire and extended coverage) on all facilities identified above.

VULNERABILITY ASSESSMENT AND EMERGENCY RESPONSE PLAN

The Town must complete a Vulnerability Assessment (VA) and Emergency Response Plan (ERP) in relationship to its Sewer System. The Town must provide written certification to the Agency that the VA and ERP for the Sewer System have been completed within twelve (12) months of project completion. (Do not provide a copy of the actual VA or ERP to USDA Rural Development).

CLOSING INSTRUCTIONS

The loans will be closed in accordance with instructions issued by the Office of General Counsel and applicable RUS Instructions issued by the USDA Rural Development National and/or State Office. Closing instructions must be obtained prior to advertising for bids.

SYSTEM for AWARD MANAGEMENT (SAM)

The Town, as the recipient, must have a Data Universal Numbering System (DUNS) number and register it in the System for Award Management (SAM). Recipients can register on-line at https://sam.gov/.

The Town, as the recipient, must maintain the currency of its information in SAM until it submits the final financial report required under this award and all grant funds under this award have been disbursed or de-obligated, whichever is later. This requires that the Town review and update the information at least annually after initial registration, and more frequently if required by changes in its information or other award term.

LITIGATION

The Town is required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs is first. Additional documentation regarding the situation and litigation may be requested by the Agency.

AUDITS, MANAGEMENT REPORTS AND ACCOUNTING METHODS

An annual audit under the Single Audit Act is required if the Town expends $750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Financial statements must be prepared on the accrual basis of accounting in accordance with generally accepted accounting principles (GAAP), and must include at a minimum a balance sheet as well as an income and expense statement. ***Annual Audits/Financial Statements will include a separate reporting for each Water and Sewer Proprietary/Enterprise Fund, and itemize restricted cash accounts by type (debt service, short-lived assets, etc.)***. Further, guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 150 days of your fiscal year end.

GRADUATION

The Town will refinance the unpaid balance, in whole or in part, of its Rural Utilities Service debt upon request of the Government, if at any time it should appear to the Government that the Town is able to refinance its indebtedness by obtaining a loan for such purposes from cooperative or private sources at reasonable rates and terms.

ENVIRONMENTAL MITIGATION MEASURES

See attached "Town of Beaufort – Mitigation Measures Attachment to Letter of Conditions"

OTHER CONDITIONS

All applicable items set out in *Form NC RUS Bulletin 1780-6-A, WWD Processing Checklist (Public Body)*, apply to this project and become a part of this Letter of Conditions. All requirements of the following must be met:

a. Compliance with all Federal, State, and local laws and Regulations in accordance with RUS Instruction 1780, Paragraph 1780.15
b. Compliance with State Pollution Control and/or Environmental Protection Agency standards
c. Compliance with other development plans
d. Compliance with State agency regulating water rights
e. Compliance with the Civil Rights Act of 1964
f. Compliance with Section 504 of the Rehabilitation Act of 1973
g. Compliance with the Age Discrimination Act of 1975
h. Compliance with the American with Disabilities Act of 1990
i. Limited English Proficiency (LEP) under Executive Order 13166

Sincerely,

Angela Washington
Area Specialist

appropriately sized pipes and new/replacement catch basins, drop inlets, and storm sewer manholes.

4.0 Summary of Mitigation

RESOURCES THAT MAY BE AFFECTED BY THE PROPOSED PROJECT	MITIGATION MEASURES
LAND OWNERSHIP AND LAND USE	• Project is confined to State and Local public rights of ways and easements. • Existing Zoning Ordinance and Flood Damage Prevention Ordinance help to address concerns related to development, land use, transportation, agriculture, water quality and conservation. • Project is not located in or near any formally classified lands.
HISTORIC PRESERVATION	• Project site is confined to previously disturbed rights of ways of State and Local roads and easements. • Plans and specifications require NC Department of Cultural Resources and Catawba Indian Nation be notified if any evidence of architectural, archaeological or historical significance and/or human remains are found during construction.
THREATENED AND ENDANGERED SPECIES/ BIOLOGICAL RESOURCES	• Implementation of the approved sedimentation and erosion control plan will serve to reduce the effects of siltation of streams and natural habitat areas. • US Army Corps of Engineers' Section 404 (Clean Water Act) permitting process, Nationwide Permit 12, and NCDEQ-DWR 401 Certifications will adequately protect Waters of the U.S. and associated biological resources.

THREATENED AND ENDANGERED SPECIES/ BIOLOGICAL RESOURCES (Cont'd)	• Project is confined to existing State and Local road rights of ways and easements.
WETLANDS	• Wetland will be avoided as much as practical by route location within existing State and local rights of ways and easements. • US Army Corps of Engineers' Section 404 (Clean Water Act) permitting process, Nationwide Permit 12, and NCDEQ – DWR 401 Certifications will provide sufficient protection. • A Sedimentation and Erosion Control Plan, approved by NCDEQ DEMLR, will be incorporated into the final plans and specifications.
FLOODPLAINS	• No above grade structures will be located in designated Special Flood Hazard Areas. • Town of Beaufort's existing Flood Damage Prevention Ordinance helps to mitigate development of areas within designated floodplains. • All pipelines will be installed below grade with contours returned to pre-construction conditions. • Installation will be in accordance with Federal, State, and local guidelines and all necessary erosion and sedimentation control measures will be implemented to protect the existing environment.

FLOODPLAINS (Cont'd)	• Every effort will be made to minimize the area of disturbance. Streams will be protected against downstream siltation during construction. • Construction limits will be established to minimize the areas of disturbance • Erosion and sedimentation control measures will be employed to comply with NCDEQ DEMLR requirements prior to and during all periods of disturbance. • Final seeding & mulching operations will be performed to re-establish temporary and permanent ground cover as required.
COASTAL AREAS	• This project area is located in a coastal county, construction of the proposed improvements is not anticipated to have any direct adverse impacts to coastal resources. • The project is subject to coastal stormwater review prior to construction. • Coordination will be conducted with USACE and NCDEQ DWR to identify jurisdictional features, and to secure required General Permits, Nationwide Permits and 401 WQ Certification.
IMPORTANT FARMLAND	• The project is intended to support existing and natural growth in the project area. • Town of Beaufort's existing Zoning Ordinance help to plan for essential infrastructure while addressing concerns of development, land use, transportation, agriculture, water quality and conservation.

ENVIRONMENTAL RISK MANAGEMENT	• Contract Plans & Specifications will require the Contractor to contact the local Fire Marshall if soils are encountered that show evidence of petroleum contamination. • The Underground Storage Tank Section of the NCDEQ Wilmington Regional Office will be notified if USTs or petroleum contaminated soils are encountered. • Proper measures for handling and disposing of petroleum contaminated soils will be followed if they are encountered. • If areas of petroleum contaminated soils are encountered, stormwater piping and structures will be constructed of materials that are resistant to potential contamination.
KEY WATER RESOURCES	• Installation will be in accordance with Federal, State, and local guidelines with all necessary erosion and sedimentation control measures implemented to protect the existing environment. • US Army Corps of Engineers' Section 404 (Clean Water Act) permitting process, Nationwide Permit 12, and NCDEW-DWR 401 Certifications will adequately protect water quality. • An approved Sedimentation and Erosion Control Plan will be implemented prior to land disturbing activity and employed throughout the construction process. Runoff from construction areas will flow through sedimentation and erosion control devices prior to entering surface waters.

KEY WATER RESOURCES (Cont'd)	• Groundcover sufficient to prevent erosion will be in place within 15 working days following construction activities. • Infrastructure such as stormwater system improvements does provide the opportunity for uncontrolled development. To counter such sprawl Town of Beaufort has developed and adopted a Zoning Ordinance and Flood Damage Prevention Ordinance to guide development into suitable areas and address the concerns of development, land use, transportation, agriculture, conservation, water quality, etc.
AIR QUALITY	• Erosion and sedimentation control measures will be employed to comply with NCDEQ DEMLR requirements prior to and during all periods of disturbance. • Watering required to minimize dust generation. • Open burning must comply with requirements of NCAC 2D.1900.
TRANSPORTATION	• Highway traffic control measures will be required to comply with NCDOT requirements.
NOISE	• The Town of Beaufort Noise Control Ordinance and the OSHA requirements will dictate acceptable noise standards for construction operations and equipment.
SOLID WASTE	• Contract documents prohibit onsite disposal of wastes to include disposal into storm drains, sanitary sewers, streams or waterways.

SOLID WASTE (Cont'd)	• Local ordinances and antipollution laws are in effect.
SOCIO-ECONOMIC/ ENVIRONMENTAL JUSTICE ISSUES	• The proposed project is beneficial to all residents in the project area. The proposed project will replace the existing stormwater infrastructure with new increased capacity pipes and drop inlet, catch basin, and storm sewer manhole replacements. These improvements will benefit all residence of Beaufort without respect to socio-economic status.

4.1 STATE AND FEDERAL PERMITS REQUIRED

Prior to constructing the water main improvements, a number of environmental permits may be required. The following is a list of potential permits necessary for this project:

- NCDEQ – DCM
  - General Permit
- USACOE
  - Section 404/Nationwide Permit 3
- NCDEQ – DWR
  - 401 Water Quality Certification
  - Stormwater Permit
- NCDEQ – Division of Energy, Mining and Land Resources - Land Quality Section
  - Erosion and Sedimentation Control Permit
- NCDEQ – Division of Water Resources – Public Water Supply Section
  - Possible Water Line Relocation
- NCDOT
  - Encroachment Agreement
  - Driveway Permit

Resolution of the Town of Beaufort
Accepting the Conditions in the March 22, 2021
Letter of Conditions From USDA, Rural Development

BE IT RESOLVED

That **the Town of Beaufort** accepts the conditions set forth in the Letters of Conditions for Wastewater Collection, Storm Drainage, and Water Distribution Projects dated **March 22, 2021**, and RUS BULLETIN 1780-27, Loan Resolution (Public Body)

That the Mayor and Town Clerk be authorized to execute all forms necessary to obtain a loan and grant from USDA, Rural Development, including, but not limited to the following forms:

Form RD 1942-46	Letter of Intent to Meet Conditions
RUS Bulletin 1780-27	Loan Resolution (Public Body)
RUS Bulletin 1780-12	Water or Waste System Grant Agreement
Form RD 1940-1	Request for Obligation of Funds
Form RD 400-1	Equal Opportunity Agreement
Form RD 400-4	Assurance Agreement
Form RD 1910-11	Applicant Certification Federal Collection Policies
Form AD-1047	Certification Regarding Debarment
Form AD-1048	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Form AD-1049	Certification Regarding Drug-Free Workplace Requirements (Grants)
RD Inst. 1940-Q, Exh. A-1	Certification for Contracts, Grants and Loans
Unnumbered Form	Certificate of Compliance

That if the interest rate charged by Rural Development should change between this date and the date of actual approval, the Mayor and Clerk be authorized to execute new forms reflecting the current interest rate and revised payments as required by Rural Development.

That the Board of Commissioners elects to have the interest charged by Rural Development to be the lower of the rate in effect at either the time of loan approval or loan closing.

This resolution also covers the adoption of the Mitigation Measures that were attached to the **March 22, 2021** Letter of Conditions. The Mitigation Measures will be in effect for the project area.

This resolution is to become a part of the official minutes of the Board meeting held on **March 22, 2021**.

MOTION MADE BY:_____

TO ADOPT THE RESOLUTION.

MOTION PASSED _____to _____.

By:_____
Everette S. “Rett” Newton, Mayor

Attest: _____
Allen Coleman, Town Clerk

Town of Beaufort, NC

Board of Commissioners
Virtual Work Session Meeting
4:00 PM Monday, March 22, 2021

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: Engineering Consultant Contracts & Budget Amendment
USDA Funded Utilities Improvements Project

BRIEF SUMMARY:

The Town of Beaufort has received word from the North Carolina State Rural Development Office of the United States Department of Agriculture (USDA) that it will provide funding for the Town's proposed water, sewer and storm water improvements projects. USDA representatives have also requested that fully executed Engineering Service Agreements (ESAs) for the three projects be submitted for their concurrence after the funds have been formally obligated by their agency. Accordingly, Town staff asks the Board of Commissioners to consider authorizing the Town Manager to execute the three ESAs. To that end, a copy of each agreement is attached for review.

Each ESA was prepared utilizing the template documents approved by USDA for use with projects the agency funds. The resulting documents were then reviewed by the USDA State Engineer. The documents were, thereafter, refined to incorporate revisions intended to address the Engineer's review comments. They are now attached for Board review.

Town staff also recommends that the Board authorize the appropriation of the internal funds necessary to underwrite the cost of consulting engineering services for the three improvements projects in conjunction with an approval of the ESAs.

REQUESTED ACTION:

Consider authorizing the Town Manager to execute the Engineering Services Agreements for the USDA-funded water, sewer, and storm water improvements projects. Also consider approving the budget amendment transferring the funds necessary to underwrite consulting engineer services from capital reserves to project accounts established by the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 minutes

SUBMITTED BY:

Greg Meshaw, PE, Town Engineer

BUDGET AMENDMENT REQUIRED:

Yes

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of March 22, 2021 ("Effective Date") between

Town of Beaufort ("Owner") and

Rivers & Associates, Inc. ("Engineer").

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

Water Distribution System Improvements Project ("Project").

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

Engineer's services under this Agreement are generally identified as follows:

See Exhibit J for Project Description

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;

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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. **Invoices must include a breakdown of services provided.** 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.

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B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. **Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

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.

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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. **Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for

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modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date to Laws and Regulations;

b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of

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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,

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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~~ **may** 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

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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

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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.

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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.

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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,

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actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a

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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

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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.

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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.

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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.

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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.

38. ***Agency*–The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.**

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.

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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 ***Federal Requirements***

A. **Agency Concurrence. Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.**

B. **Audit and Access to Records. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all**

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other pending matters are closed.

C. Restrictions on Lobbying. Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed $100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

D. Suspension and Debarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

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

Owner: Town of Beaufort

By(Signature):
Print name: John Day
Title: Town Manager
Date Signed:
Attest:
Name: Allen Coleman
Title: Town Clerk

(SEAL)

Engineer: Rivers & Associates, Inc.

By(Signature):
Print name: Gregory J. Churchill, P.E.
Title: President
Date Signed:
Attest:
Name: Marvin E. Garner, Jr., AICP
Title: Vice President / Secretary

(SEAL)

Engineer License or Firm's Certificate No. (if required):
F-0344
State of: North Carolina

Address for Owner's receipt of notices:
701 Front Street
PO Box 390
Beaufort, NC 28516-0390
Designated Representative (Paragraph 8.03.A):
Greg Meshaw, P.E.
Title: Town Engineer
Phone Number: (252) 728-2141
E-Mail Address: g.meshaw@beaufortnc.org

Address for Engineer's receipt of notices:
107 E. 2nd Street
PO Box 929 (27835)
Greenville, NC 27585
Designated Representative (Paragraph 8.03.A):
Scott Godefroy, P.E.
Title: Project Manager
Phone Number: (252) 752-4135
E-Mail Address: sgodefroy@riversandassociates.com

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

By (*Signature*):
Typed Name: Christi H. Wood
Finance Officer
Date:

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This is **EXHIBIT A**, consisting of 19 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 22, 2021.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: **(1) No Action, (2) Pipeline Bursting, and (3) Water Main Replacement.**

   b. **In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.** ~~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 [ ] *[insert specific number]* 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.

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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. **The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.**

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 approved by the Agency**, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

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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:

    - **Provide an Environmental Report as defined at 7 CFR 1970. The Environmental Report must be concurred in by the Agency.**

15. Furnish one (1) review copies of the Report and any other Study and Report Phase deliverables to Owner within 180 days of the Effective Date and review it with Owner. Within 14 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 and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within 30 days of receipt of Owner's and Agency's comments.** ~~Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [ ] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [ ] days of receipt of Owner's comments~~.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. After acceptance by Owner **and concurrence by Agency** of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

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2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

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

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

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

   a. None.

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10. Furnish 1 review ~~copies~~ **copy** of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 220 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 ~~copies~~ **copy** of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 14 days after receipt of Owner's comments.

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

A1.03 *Final Design Phase*

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

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

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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:

    a. **The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.**

10. Furnish for review by Owner, its legal counsel **and Agency**, and other advisors, 3 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 120 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 ~~copies~~ **copy** of such documents to Owner within 20 days after receipt of Owner's comments and instructions.

12. **Provide the Owner and Agency with a written certification that 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 comply with all requirements of Agency. Use the Engineer's Construction Certifications (Exhibit A, Attachment 6) for this purpose.**

13. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, and Bidding Documents requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the Plans, Specifications, and Bidding Documents are either produced in the United States or are the subject of an approved waiver under AIS.**

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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 all final design phase deliverables have been accepted by Owner**.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.**

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.

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6. a. **The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.** ~~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.~~

   b. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver.**

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:

   a. **Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.**

10. **Provide copies of Manufacturers' Certifications to the Bidders on any brand name iron and steel products specified as sole-source in the Plans, Specifications and Bidding Documents. Manufacturers' Certifications are to be included in the Bidding Documents and must be kept in the Engineer's project file and on-site during construction.**

11. **Provide copies of Manufacturers' Certifications to the Contractor on any brand name iron and steel products specified as sole-source in the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction.**

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).

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A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.

4. *Pre-Construction Conference:* Participate in **and chair** 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,~~ **M**aintain 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.

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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.

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c. **The visits described in Article A1.05.A.9.a. shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* **Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, including Applications for Payment, to ensure compliance with**

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AIS. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction. In the event the Engineer requires an item to be sole-source, the Engineer must furnish the Manufacturers Certification to the Contractor for said item. 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. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" review Manufacturers' Certifications provided by the Contractor to verify the product(s) meet AIS requirements. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction to ensure compliance with AIS.**

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.

d. Receive and review all Manufacturers' Certifications for materials required to comply with AIS. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction.

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

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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. **Review Change Proposals to ensure compliance with AIS.**

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.

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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~~. **Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to the Owner.**

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:

    a. **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**

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.

    a. **Obtain the Contractors' Certification letter and copies of Manufacturers' Certifications from the Contractor for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Contractors' and Manufacturers' Certifications to the Owner and a copy of Contractor's Certification to the Agency.**

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

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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, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

a. None

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

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and

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impact statements **not including preparation of the Environmental Report defined under Basic Services**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, **but only if the Owner's request is made after completion of the Study and Report Phase.**

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

   d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

   e. detailed quantity surveys of materials, equipment, and labor; and

   f. audits or inventories required in connection with construction performed or furnished by Owner.

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8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. ~~Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~**[Deleted]**

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

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20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

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

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

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

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

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. **Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.** ~~Services in making revisions to Drawings and Specifications occasioned by the~~

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~~acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract~~.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

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

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This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 22, 2021.

Owner's Responsibilities

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

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

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Utility and topographic-mapping and surveys.

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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.

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J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

T. Perform or provide the following:

1. **Not applicable.**

B2.02 **Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:**

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A. Sign loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.

B. Sign change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby acknowledge responsibility for compliance with American Iron and Steel requirements.

C. Obtain the certification letters from the Engineer upon Substantial Completion of the project and maintain this documentation for the life of the loan.

D. Where the Owner directly procures American Iron and Steel products,

1. Include American Iron and Steel clauses in the procurement contracts;

2. Obtain Manufacturers' Certifications; and

3. Provide copies to Engineers and Contractors.

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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 March 22, 2021.

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

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

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

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

1. A Lump Sum amount of $556,470.00 based on the following estimated distribution of compensation:

a.	Study and Report Phase	$ 38,000.00
b.	**Loan Application and Grant Assistance**	**$ 5,000.00**
c.	Preliminary **& Final** Design Phases	$278,000.00
d.	~~Final Design Phase~~	~~$_____~~
e.	Bidding and Negotiating Phase	$ 23,000.00
f.	Construction Phase	$210,470.00
g.	Post-Construction Phase	$ 2,000.00

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 **and Agency**.

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)~~: None

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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 47 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted **with concurrence of the Owner and Agency.**

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

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

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

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 $360,000.00 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 540 day construction schedule.

~~2. If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, "Standard Hourly Rates Schedule", the Standard Hourly Rate for RPR services is $___ per hour.~~

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.15.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

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

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

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

3. *Estimated Compensation Amounts*:

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

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

4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

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

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

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

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

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

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

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

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

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~~ **at no cost**.

D. **The Total Compensation for Services under Paragraph C2.05 is estimated to be $ N/A based on the following estimated distribution of compensation:**

1.	**Loan Application and Grant Assistance**	**$ N/A**
2.	**Easement Surveying and Mapping**	**$ N/A**
3.	**O&M Manual**	**$ N/A**

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

Reimbursable Expenses Schedule

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

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

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

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

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

EMPLOYEE CLASSIFICATION:	HOURLY RATES:
Principal	$170.00
Sr. Project Manager II	$165.00
Sr. Project Manager I	$155.00
Project Manager II	$145.00
Project Manager I	$135.00
Project Engineer II	$120.00
Project Engineer I	$110.00
Design Engineer II	$95.00
Design Engineer I	$85.00
Senior Landscape Architect	$135.00
Landscape Architect	$105.00
Landscape Designer	$90.00
Project Planner I	$95.00
Planner II	$85.00
Planner I	$75.00
Designer IV	$115.00
Designer III	$110.00
Designer II	$95.00
Designer I	$80.00
CAD Technician III	$75.00
CAD Technician II	$70.00
CAD Technician I	$65.00
Project Surveyor II	$110.00
Project Surveyor I	$90.00
Party Chief III	$80.00
Party Chief II	$65.00
Party Chief I	$55.00
Surveyor Technician II	$55.00

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Surveyor Technician I	$45.00
1-Man Robotic II	$135.00
1-Man Robotic I	$100.00
Resident Project Representative IV	$95.00
Resident Project Representative III	$80.00
Resident Project Representative II	$70.00
Resident Project Representative I	$60.00
Intern Tech	$35.00
Administrative Assistant	$65.00

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This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 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. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.**

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

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(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,

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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.

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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.

g. Maintain all Manufacturers' Certifications in the project file and on-site during construction to ensure compliance with AIS, as applicable.

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~~. **[Deleted]**

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*:

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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.

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

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated March 22, 2021, and the following terms and conditions of this Notice:

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer's professional opinion.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

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This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 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:	$100,000
	2) Bodily injury by disease, each employee:	$100,000
	3) Bodily injury/disease, aggregate:	$500,000
c.	General Liability --	
	1) Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
	2) General Aggregate:	$2,000,000
d.	Excess or Umbrella Liability --	
	1) Per Occurrence:	$2,000,000
	2) General Aggregate:	$2,000,000
e.	Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):	$1,000,000
f.	Professional Liability –	
	1) Each Claim Made	$2,000,000
	2) Annual Aggregate	$2,000,000
g.	Other (specify):	$ N/A

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2. By Owner:

a.	Workers' Compensation:	Statutory
b.	Employer's Liability --	
	1) Bodily injury, Each Accident	$100,000
	2) Bodily injury by Disease, Each Employee	$100,000
	3) Bodily injury/Disease, Aggregate	$500,000
c.	General Liability --	
	1) General Aggregate:	$2,000,000
	2) Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
d.	Excess Umbrella Liability	
	1) Per Occurrence:	$2,000,000
	2) General Aggregate:	$2,000,000
e.	Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):	$1,000,000
f.	Other (specify):	$ N/A

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1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

   a. Rivers & Associates, Inc.
   Engineer

   b. N/A
   Engineer's Consultant

   c. N/A
   Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

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

Dispute Resolution

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

H6.08 *Dispute Resolution*

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

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This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 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 byLaws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed $10,000.00.

2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to:

A. *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.

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

Special Provisions

The Agreement is amended to include the following provisions and/or agreements of the parties:

PROJECT DESCRIPTION

The Project proposes to implement improvements to the existing water distribution system including: replacement of various existing cast iron, asbestos cement and galvanized water mains; upgrading certain existing small-diameter water mains with 6-inch mains; resolving certain existing dead-end water lines by extensions to create water main loops; and upgrading certain existing water mains to assist improving water flow into the downtown area.

The Project generally consists of approximately 23,600 LF of new 6" – 12" water main, approximately 65 valves, 38 hydrants, approximately 422 water service change-overs within the public right-of-way, and surface restoration resulting from construction activities. The Project work will occur on various street rights-of way, extending throughout various portions of the Owner's existing water distribution system.

The proposed scope of work is based upon findings and recommendations presented in the Town of Beaufort Water System Asset Management Plan report dated March 2019. Any expansion of the project scope determined to be required by the Engineer, or requested by the Owner, during the course of the Project work will be brought to the attention of the Owner and the Agency for approval. Services by the Engineer to perform such expansion of the project scope will be performed by the Engineer as authorized additional services, or via amendment to this agreement, only with approval by the Owner and concurrence by the Agency.

PREVIOUS AGREEMENT DOCUMENTS

This E-500 agreement document replaces and supersedes a previous agreement document executed by and between the Owner and Engineer dated January 13, 2020 for Water Distribution System Improvements, and encompasses services performed / completed to date including those required by the Study and Report Phase as described in Exhibit A of this E-500 agreement document.

AGENCY CERTIFICATIONS

In accordance with Agency requirements, the following certifications are attached to this Exhibit J:

- Certification for Contracts, Grants and Loans (RD Instruction 1940-Q, Exhibit A-1), 1 page.
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions (Form AD-1048), 2 pages.
- Engineer Agreement Certification (RUS Bulletin 1780-26, Exhibit C, Attachment 2), 1 page.

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CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____
(name) (date)

Gregory J. Churchill, P.E.
President, Rivers & Associates, Inc.

_____
(title)

oOo

(08-21-91) PN 171

This form is available electronically.

Form Approved – OMB No. 0505-0027
Expiration Date: 04/30/2022

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions — AD-1048

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
Rivers & Associates, Inc.	Town of Beaufort Water Distribution System Improvements Project

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Gregory J. Churchill, P.E., President

SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ENGINEER AGREEMENT CERTIFICATION

PROJECT NAME: Town of Beaufort, Water Distribution System Improvements Project

The Engineer and Owner hereby concur in the Funding Agency acceptable revisions to E-500 identified in RUS Bulletin 1780-26. In addition, Engineer certifies to the following:

All modifications to E-500 have been made in accordance the terms of the license agreement, which states in part that the Engineer "must plainly show all changes to the Standard EJCDC Text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services	$ 556,470.00
Resident Project Observation	$ 360,000.00
Additional Services	$ 0.00
TOTAL:	$ 916,470.00

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

Engineer Date

Gregory J. Churchill, P.E. President, Rivers & Associates, Inc.
Name and Title

Owner Date

John Day, Town Manager, Town of Beaufort
Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative Date

Name and Title

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

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

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of March 22, 2021 ("Effective Date") between Town of Beaufort ("Owner") and Rivers & Associates, Inc. ("Engineer").

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

Stormwater Drainage System Improvements Project ("Project").

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

Engineer's services under this Agreement are generally identified as follows:

See Exhibit J for Project Description

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;

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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. **Invoices must include a breakdown of services provided.** 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.

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B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. **Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

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.

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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. **Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for

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modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date to Laws and Regulations;

b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of

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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,

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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~~ **may** 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

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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

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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.

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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.

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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,

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actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a

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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

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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.

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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.

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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.

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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.

38. ***Agency*–The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.**

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.

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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 ***Federal Requirements***

A. **Agency Concurrence. Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.**

B. **Audit and Access to Records. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all**

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other pending matters are closed.

C. Restrictions on Lobbying. Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed $100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

D. Suspension and Debarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

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

Owner: Town of Beaufort

By(Signature):
Print name: John Day
Title: Town Manager
Date Signed:
Attest:
Name: Allen Coleman
Title: Town Clerk

(SEAL)

Engineer: Rivers & Associates, Inc.

By(Signature):
Print name: Gregory J. Churchill, P.E.
Title: President
Date Signed:
Attest:
Name: Marvin E. Garner, Jr., AICP
Title: Vice President / Secretary

(SEAL)

Engineer License or Firm's Certificate No. (if required):
F-0344
State of: North Carolina

Address for Owner's receipt of notices:
701 Front Street
PO Box 390
Beaufort, NC 28516-0390
Designated Representative (Paragraph 8.03.A):
Greg Meshaw, P.E.
Title: Town Engineer
Phone Number: (252) 728-2141
E-Mail Address: g.meshaw@beaufortnc.org

Address for Engineer's receipt of notices:
107 E. 2nd Street
PO Box 929 (27835)
Greenville, NC 27585
Designated Representative (Paragraph 8.03.A):
Scott Godefroy, P.E.
Title: Project Manager
Phone Number: (252) 752-4135
E-Mail Address: sgodefroy@riversandassociates.com

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

By (*Signature*):
Typed Name: Christi H. Wood
Finance Officer
Date:

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This is **EXHIBIT A**, consisting of 19 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 22, 2021.

Engineer's Services

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

Engineer shall provide Basic and Additional Services as set forth below

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: **(1) No Action, and (2) Stormwater Pipeline Replacement.**

   b. **In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.** ~~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 [ ] *[insert specific number]* 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.

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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. **The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.**

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 approved by the Agency**, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

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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:

    - **Provide an Environmental Report as defined at 7 CFR 1970. The Environmental Report must be concurred in by the Agency.**

15. Furnish one (1) review copies of the Report and any other Study and Report Phase deliverables to Owner within 180 days of the Effective Date and review it with Owner. Within 14 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 and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within 30 days of receipt of Owner's and Agency's comments.** ~~Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [ ] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [ ] days of receipt of Owner's comments~~.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. After acceptance by Owner **and concurrence by Agency** of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

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2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

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

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

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

   a. None.

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10. Furnish 1 review ~~copies~~ **copy** of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 220 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 ~~copies~~ **copy** of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 14 days after receipt of Owner's comments.

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

A1.03 *Final Design Phase*

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

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

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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:

   a. **The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.**

10. Furnish for review by Owner, its legal counsel **and Agency**, and other advisors, 3 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 120 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 ~~copies~~ **copy** of such documents to Owner within 20 days after receipt of Owner's comments and instructions.

12. **Provide the Owner and Agency with a written certification that 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 comply with all requirements of Agency. Use the Engineer's Construction Certifications (Exhibit A, Attachment 6) for this purpose.**

13. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, and Bidding Documents requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the Plans, Specifications, and Bidding Documents are either produced in the United States or are the subject of an approved waiver under AIS.**

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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 all final design phase deliverables have been accepted by Owner**.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.**

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.

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6. a. **The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.** ~~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.~~

   b. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver.**

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:

   a. **Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications**.

10. **Provide copies of Manufacturers' Certifications to the Bidders on any brand name iron and steel products specified as sole-source in the Plans, Specifications and Bidding Documents. Manufacturers' Certifications are to be included in the Bidding Documents and must be kept in the Engineer's project file and on-site during construction.**

11. **Provide copies of Manufacturers' Certifications to the Contractor on any brand name iron and steel products specified as sole-source in the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction.**

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).

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A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D**.**

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.

4. *Pre-Construction Conference:* Participate in **and chair** 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,~~ **M**aintain 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.

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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.

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c. **The visits described in Article A1.05.A.9.a. shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* **Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, including Applications for Payment, to ensure compliance with**

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AIS. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction. In the event the Engineer requires an item to be sole-source, the Engineer must furnish the Manufacturers Certification to the Contractor for said item. 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. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" review Manufacturers' Certifications provided by the Contractor to verify the product(s) meet AIS requirements. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction to ensure compliance with AIS.**

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.

d. Receive and review all Manufacturers' Certifications for materials required to comply with AIS. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction.

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

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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. **Review Change Proposals to ensure compliance with AIS.**

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.

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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.~~ **Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to the Owner.**

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:

    a. **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**

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.

    a. **Obtain the Contractors' Certification letter and copies of Manufacturers' Certifications from the Contractor for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Contractors' and Manufacturers' Certifications to the Owner and a copy of Contractor's Certification to the Agency.**

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

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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, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

a. None

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

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and

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impact statements **not including preparation of the Environmental Report defined under Basic Services**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, **but only if the Owner's request is made after completion of the Study and Report Phase.**

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

   d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

   e. detailed quantity surveys of materials, equipment, and labor; and

   f. audits or inventories required in connection with construction performed or furnished by Owner.

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8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. ~~Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~ **[Deleted]**

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

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20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

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

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

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

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

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. **Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.** ~~Services in making revisions to Drawings and Specifications occasioned by the~~

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~~acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract~~.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

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

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This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 22, 2021.

Owner's Responsibilities

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

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

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Utility and topographic-mapping and surveys.

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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.

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J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

T. Perform or provide the following:

1. **Not applicable.**

B2.02 **Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:**

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A. Sign loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.

B. Sign change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby acknowledge responsibility for compliance with American Iron and Steel requirements.

C. Obtain the certification letters from the Engineer upon Substantial Completion of the project and maintain this documentation for the life of the loan.

D. Where the Owner directly procures American Iron and Steel products,

1. Include American Iron and Steel clauses in the procurement contracts;

2. Obtain Manufacturers' Certifications; and

3. Provide copies to Engineers and Contractors.

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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 March 22, 2021.

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

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

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

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

1. A Lump Sum amount of $299,000.00 based on the following estimated distribution of compensation:

a.	Study and Report Phase	$ 41,000.00
b.	**Loan Application and Grant Assistance**	**$ 4,000.00**
c.	Preliminary **& Final** Design Phases	$135,000.00
d.	~~Final Design Phase~~	~~$~~
e.	Bidding and Negotiating Phase	$ 19,000.00
f.	Construction Phase	$ 98,000.00
g.	Post-Construction Phase	$ 2,000.00

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 **and Agency**.

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)~~: None

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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 41 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted **with concurrence of the Owner and Agency**.

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

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

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

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 $218,000.00 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 365 day construction schedule.

~~2. If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, "Standard Hourly Rates Schedule", the Standard Hourly Rate for RPR services is $___ per hour.~~

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.15.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

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

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

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

3. *Estimated Compensation Amounts*:

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

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

4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

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

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

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

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

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

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

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

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

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~~ **at no cost**.

D. **The Total Compensation for Services under Paragraph C2.05 is estimated to be $10,000.00 based on the following estimated distribution of compensation:**

1.	**Loan Application and Grant Assistance**	**$ N/A**
2.	**Easement Surveying and Mapping**	**$10,000.00**
3.	**O&M Manual**	**$ N/A**

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

Reimbursable Expenses Schedule

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

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

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

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

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

EMPLOYEE CLASSIFICATION:	HOURLY RATES:
Principal	$170.00
Sr. Project Manager II	$165.00
Sr. Project Manager I	$155.00
Project Manager II	$145.00
Project Manager I	$135.00
Project Engineer II	$120.00
Project Engineer I	$110.00
Design Engineer II	$95.00
Design Engineer I	$85.00
Senior Landscape Architect	$135.00
Landscape Architect	$105.00
Landscape Designer	$90.00
Project Planner I	$95.00
Planner II	$85.00
Planner I	$75.00
Designer IV	$115.00
Designer III	$110.00
Designer II	$95.00
Designer I	$80.00
CAD Technician III	$75.00
CAD Technician II	$70.00
CAD Technician I	$65.00
Project Surveyor II	$110.00
Project Surveyor I	$90.00
Party Chief III	$80.00
Party Chief II	$65.00
Party Chief I	$55.00
Surveyor Technician II	$55.00

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Surveyor Technician I	$45.00
1-Man Robotic II	$135.00
1-Man Robotic I	$100.00
Resident Project Representative IV	$95.00
Resident Project Representative III	$80.00
Resident Project Representative II	$70.00
Resident Project Representative I	$60.00
Intern Tech	$35.00
Administrative Assistant	$65.00

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This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 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. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.**

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

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(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,

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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.

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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.

g. Maintain all Manufacturers' Certifications in the project file and on-site during construction to ensure compliance with AIS, as applicable.

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~~. **[Deleted]**

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*:

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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.

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

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated March 22, 2021, and the following terms and conditions of this Notice:

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer's professional opinion.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

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This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 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:	$100,000
	2) Bodily injury by disease, each employee:	$100,000
	3) Bodily injury/disease, aggregate:	$500,000
c.	General Liability --	
	1) Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
	2) General Aggregate:	$2,000,000
d.	Excess or Umbrella Liability --	
	1) Per Occurrence:	$2,000,000
	2) General Aggregate:	$2,000,000
e.	Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):	$1,000,000
f.	Professional Liability –	
	1) Each Claim Made	$2,000,000
	2) Annual Aggregate	$2,000,000
g.	Other (specify):	$ N/A

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2. By Owner:

a.	Workers' Compensation:	Statutory
b.	Employer's Liability --	
	1) Bodily injury, Each Accident	$100,000
	2) Bodily injury by Disease, Each Employee	$100,000
	3) Bodily injury/Disease, Aggregate	$500,000
c.	General Liability --	
	1) General Aggregate:	$2,000,000
	2) Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
d.	Excess Umbrella Liability	
	1) Per Occurrence:	$2,000,000
	2) General Aggregate:	$2,000,000
e.	Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):	$1,000,000
f.	Other (specify):	$ N/A

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1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

   a. Rivers & Associates, Inc.
   Engineer

   b. N/A
   Engineer's Consultant

   c. N/A
   Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

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

Dispute Resolution

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

H6.08 *Dispute Resolution*

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

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This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 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 byLaws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed $10,000.00.

2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to:

A. *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

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to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

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

Special Provisions

The Agreement is amended to include the following provisions and/or agreements of the parties:

PROJECT DESCRIPTION

The Project proposes to implement improvements to the existing stormwater drainage system including replacement of various existing drainage culverts and drainage structures with new upgraded culverts and structures on similar or alternate alignments in order to resolve undersized and/or failing infrastructure and mitigate flood potential in certain areas of the community.

The Project generally consists of approximately 5,100 LF of new 15"-36" stormwater drainage culvert conveyances, approximately 84 drainage structures, approximately 600 LF of existing water/sanitary sewer utility conflict resolution, and surface restoration resulting from construction activities. The Project work will occur on various street rights-of way and drainage easements, extending throughout various portions of the Owner's existing stormwater drainage network.

The proposed scope of work is based upon six areas of concern designated by the Owner's staff, several of which are included as priority recommendations in the Stormwater Capital Improvements Plan for the Town of Beaufort dated June 2019. Any expansion of the project scope determined to be required by the Engineer, or requested by the Owner, during the course of the Project work will be brought to the attention of the Owner and the Agency for approval. Services by the Engineer to perform such expansion of the project scope will be performed by the Engineer as authorized additional services, or via amendment to this agreement, only with approval by the Owner and concurrence by the Agency.

PREVIOUS AGREEMENT DOCUMENTS

This E-500 agreement document replaces and supersedes a previous agreement document executed by and between the Owner and Engineer dated June 1, 2020 for Stormwater System Improvements, and encompasses services performed / completed to date including those required by the Study and Report Phase as described in Exhibit A of this E-500 agreement document.

AGENCY CERTIFICATIONS

In accordance with Agency requirements, the following certifications are attached to this Exhibit J:

- Certification for Contracts, Grants and Loans (RD Instruction 1940-Q, Exhibit A-1), 1 page.
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions (Form AD-1048), 2 pages.
- Engineer Agreement Certification (RUS Bulletin 1780-26, Exhibit C, Attachment 2), 1 page.

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CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____
(name) (date)

Gregory J. Churchill, P.E.
President, Rivers & Associates, Inc.

_____
(title)

oOo

(08-21-91) PN 171

This form is available electronically.

Form Approved – OMB No. 0505-0027
Expiration Date: 04/30/2022

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

AD-1048

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
Rivers & Associates, Inc.	Town of Beaufort Stormwater Drainage System Improvements Project

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Gregory J. Churchill, P.E., President

SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ENGINEER AGREEMENT CERTIFICATION

PROJECT NAME: Town of Beaufort, Stormwater Drainage System Improvements Project

The Engineer and Owner hereby concur in the Funding Agency acceptable revisions to E-500 identified in RUS Bulletin 1780-26. In addition, Engineer certifies to the following:

All modifications to E-500 have been made in accordance the terms of the license agreement, which states in part that the Engineer "must plainly show all changes to the Standard EJCDC Text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services	$ 299,000.00
Resident Project Observation	$ 218,000.00
Additional Services	$ 10,000.00
TOTAL:	$ 527,000.00

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

Engineer Date

Gregory J. Churchill, P.E. President, Rivers & Associates, Inc.
Name and Title

Owner Date

John Day, Town Manager, Town of Beaufort
Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative Date

Name and Title

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

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

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of March 22, 2021 ("Effective Date") between

Town of Beaufort ("Owner") and

Rivers & Associates, Inc. ("Engineer").

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

Wastewater Collection System Rehabilitation Project ("Project").

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

Engineer's services under this Agreement are generally identified as follows:

See Exhibit J for Project Description

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;

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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. **Invoices must include a breakdown of services provided.** 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.

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B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. **Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

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.

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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. **Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for

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modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date to Laws and Regulations;

b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of

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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,

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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~~ **may** 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

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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

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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.

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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.

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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,

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actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a

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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

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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.

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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.

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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.

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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.

38. ***Agency*–The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.**

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.

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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 ***Federal Requirements***

A. **Agency Concurrence. Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.**

B. **Audit and Access to Records. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all**

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other pending matters are closed.

C. Restrictions on Lobbying. Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed $100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

D. Suspension and Debarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

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

Owner: Town of Beaufort

By(Signature):
Print name: John Day
Title: Town Manager
Date Signed:
Attest:
Name: Allen Coleman
Title: Town Clerk

(SEAL)

Engineer: Rivers & Associates, Inc.

By(Signature):
Print name: Gregory J. Churchill, P.E.
Title: President
Date Signed:
Attest:
Name: Marvin E. Garner, Jr., AICP
Title: Vice President / Secretary

(SEAL)

Engineer License or Firm's Certificate No. (if required):
F-0344
State of: North Carolina

Address for Owner's receipt of notices:
701 Front Street
PO Box 390
Beaufort, NC 28516-0390
Designated Representative (Paragraph 8.03.A):
Greg Meshaw, P.E.
Title: Town Engineer
Phone Number: (252) 728-2141
E-Mail Address: g.meshaw@beaufortnc.org

Address for Engineer's receipt of notices:
107 E. 2nd Street
PO Box 929 (27835)
Greenville, NC 27585
Designated Representative (Paragraph 8.03.A):
Scott Godefroy, P.E.
Title: Project Manager
Phone Number: (252) 752-4135
E-Mail Address: sgodefroy@riversandassociates.com

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

By (*Signature*):
Typed Name: Christi H. Wood
Finance Officer
Date:

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This is **EXHIBIT A**, consisting of 19 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 22, 2021.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: **(1) No Action, (2) Sewer Line Replacement, and (3) Sewer Line Rehabilitation.**

   b. **In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.** ~~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 [ ] *[insert specific number]* 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.

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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. **The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.**

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 approved by the Agency**, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

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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:

    - **Provide an Environmental Report as defined at 7 CFR 1970. The Environmental Report must be concurred in by the Agency.**

15. Furnish one (1) review copies of the Report and any other Study and Report Phase deliverables to Owner within 180 days of the Effective Date and review it with Owner. Within 14 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 and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within 30 days of receipt of Owner's and Agency's comments.** ~~Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [ ] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [ ] days of receipt of Owner's comments~~.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. After acceptance by Owner **and concurrence by Agency** of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

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2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

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

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

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

   a. **Develop plans, specifications and contract documents for performance of Closed Circuit Television (CCTV) inspection of pipelines proposed for rehabilitation or otherwise designated for CCTV inspection; assist Owner acquire proposals and**

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execute contract for performance of CCTV inspection by third party vendor; assist Owner administer CCTV contract including daily on-site monitoring of CCTV vendor activities; assess pipeline condition from CCTV video recordings; prepare summary report of recommendations resulting from CCTV inspection; review recommendations with Owner.

10. Furnish 1 review ~~copies~~ **copy** of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 220 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 ~~copies~~ **copy** of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 14 days after receipt of Owner's comments.

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

A1.03 *Final Design Phase*

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

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format,

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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:

   a. **The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.**

10. Furnish for review by Owner, its legal counsel **and Agency**, and other advisors, 3 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 120 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 ~~copies~~ **copy** of such documents to Owner within 20 days after receipt of Owner's comments and instructions.

12. **Provide the Owner and Agency with a written certification that 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 comply with all requirements of Agency. Use the Engineer's Construction Certifications (Exhibit A, Attachment 6) for this purpose.**

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13. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, and Bidding Documents requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the Plans, Specifications, and Bidding Documents are either produced in the United States or are the subject of an approved waiver under AIS.**

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 all final design phase deliverables have been accepted by Owner**.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.**

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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. a. **The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.** ~~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.~~

   b. Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:

   a. **Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.**

10. **Provide copies of Manufacturers' Certifications to the Bidders on any brand name iron and steel products specified as sole-source in the Plans, Specifications and Bidding Documents. Manufacturers' Certifications are to be included in the Bidding Documents and must be kept in the Engineer's project file and on-site during construction.**

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11. Provide copies of Manufacturers' Certifications to the Contractor on any brand name iron and steel products specified as sole-source in the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction.

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).

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.

4. *Pre-Construction Conference:* Participate in **and chair** 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

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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,~~ **M**aintain 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

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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.

c. **The visits described in Article A1.05.A.9.a. shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

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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, including Applications for Payment, to ensure compliance with AIS. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction. In the event the Engineer requires an item to be sole-source, the Engineer must furnish the Manufacturers Certification to the Contractor for said item.** 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. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" review Manufacturers' Certifications provided by the Contractor to verify the product(s) meet AIS requirements. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction to ensure compliance with AIS.**

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.

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d. Receive and review all Manufacturers' Certifications for materials required to comply with AIS. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction.

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. **Review Change Proposals to ensure compliance with AIS.**

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

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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~~. **Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to the Owner.**

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:

    a. **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**

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.

    a. **Obtain the Contractors' Certification letter and copies of Manufacturers' Certifications from the Contractor for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Contractors' and**

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Manufacturers' Certifications to the Owner and a copy of Contractor's Certification to the Agency.

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, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

a. None

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*

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A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **not including preparation of the Environmental Report defined under Basic Services**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, **but only if the Owner's request is made after completion of the Study and Report Phase.**

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

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d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

e. detailed quantity surveys of materials, equipment, and labor; and

f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. ~~Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~ **[Deleted]**

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18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

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

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

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

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

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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; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.** ~~Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract~~.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

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

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This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 22, 2021.

Owner's Responsibilities

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

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

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Utility and topographic-mapping and surveys.

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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.

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J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

T. Perform or provide the following:

1. Not applicable.

B2.02 **Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:**

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A. Sign loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.

B. Sign change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby acknowledge responsibility for compliance with American Iron and Steel requirements.

C. Obtain the certification letters from the Engineer upon Substantial Completion of the project and maintain this documentation for the life of the loan.

D. Where the Owner directly procures American Iron and Steel products,

1. Include American Iron and Steel clauses in the procurement contracts;

2. Obtain Manufacturers' Certifications; and

3. Provide copies to Engineers and Contractors.

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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 March 22, 2021.

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

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

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

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

1. A Lump Sum amount of $878,600.00 based on the following estimated distribution of compensation:

a.	Study and Report Phase	$ 40,000.00
b.	**Loan Application and Grant Assistance**	**$ 4,000.00**
c.	**CCTV Engineering Services**	**$ 98,000.00**
d.	Preliminary **& Final** Design Phases	$414,000.00
e.	~~Final Design Phase~~	~~$~~
f.	Bidding and Negotiating Phase	$ 23,000.00
g.	Construction Phase	$297,600.00
h.	Post-Construction Phase	$ 2,000.00

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 **and Agency**.

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)~~: None

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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 49 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted **with concurrence of the Owner and Agency.**

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

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

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

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 $396,000.00 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 600 day construction schedule.

~~2. If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, "Standard Hourly Rates Schedule", the Standard Hourly Rate for RPR services is $___ per hour.~~

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.15.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

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

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

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

3. *Estimated Compensation Amounts*:

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

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

4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

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

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

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

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

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

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

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

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

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~~ **at no cost**.

D. **The Total Compensation for Services under Paragraph C2.05 is estimated to be $ N/A based on the following estimated distribution of compensation:**

1.	**Loan Application and Grant Assistance**	**$ N/A**
2.	**Easement Surveying and Mapping**	**$ N/A**
3.	**O&M Manual**	**$ N/A**

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

Reimbursable Expenses Schedule

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

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

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

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

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

EMPLOYEE CLASSIFICATION:	HOURLY RATES:
Principal	$170.00
Sr. Project Manager II	$165.00
Sr. Project Manager I	$155.00
Project Manager II	$145.00
Project Manager I	$135.00
Project Engineer II	$120.00
Project Engineer I	$110.00
Design Engineer II	$95.00
Design Engineer I	$85.00
Senior Landscape Architect	$135.00
Landscape Architect	$105.00
Landscape Designer	$90.00
Project Planner I	$95.00
Planner II	$85.00
Planner I	$75.00
Designer IV	$115.00
Designer III	$110.00
Designer II	$95.00
Designer I	$80.00
CAD Technician III	$75.00
CAD Technician II	$70.00
CAD Technician I	$65.00
Project Surveyor II	$110.00
Project Surveyor I	$90.00
Party Chief III	$80.00
Party Chief II	$65.00
Party Chief I	$55.00
Surveyor Technician II	$55.00

Surveyor Technician I	$45.00
1-Man Robotic II	$135.00
1-Man Robotic I	$100.00
Resident Project Representative IV	$95.00
Resident Project Representative III	$80.00
Resident Project Representative II	$70.00
Resident Project Representative I	$60.00
Intern Tech	$35.00
Administrative Assistant	$65.00

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This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 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. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.**

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

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(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,

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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.

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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.

g. Maintain all Manufacturers' Certifications in the project file and on-site during construction to ensure compliance with AIS, as applicable.

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~~. **[Deleted]**

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*:

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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.

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

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated March 22, 2021, and the following terms and conditions of this Notice:

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer's professional opinion.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 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:	$100,000
2)	Bodily injury by disease, each employee:	$100,000
3)	Bodily injury/disease, aggregate:	$500,000

c. General Liability --

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

d. Excess or Umbrella Liability --

1)	Per Occurrence:	$2,000,000
2)	General Aggregate:	$2,000,000

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

$1,000,000

f. Professional Liability –

1)	Each Claim Made	$2,000,000
2)	Annual Aggregate	$2,000,000

g. Other (specify): $ N/A

2. By Owner:

a.	Workers' Compensation:	Statutory
b.	Employer's Liability --	
	1) Bodily injury, Each Accident	$100,000
	2) Bodily injury by Disease, Each Employee	$100,000
	3) Bodily injury/Disease, Aggregate	$500,000
c.	General Liability --	
	1) General Aggregate:	$2,000,000
	2) Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
d.	Excess Umbrella Liability	
	1) Per Occurrence:	$2,000,000
	2) General Aggregate:	$2,000,000
e.	Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):	$1,000,000
f.	Other (specify):	$ N/A

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1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

   a. Rivers & Associates, Inc.
   Engineer

   b. N/A
   Engineer's Consultant

   c. N/A
   Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

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

Dispute Resolution

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

H6.08 *Dispute Resolution*

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

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This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 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 byLaws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed $10,000.00.

2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to:

A. *Indemnification by Owner*: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury

to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

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

Special Provisions

The Agreement is amended to include the following provisions and/or agreements of the parties:

PROJECT DESCRIPTION

The Project proposes to reduce infiltration into the sanitary sewer system of the Owner by performing various forms of rehabilitation and/or replacement of certain sanitary sewer mains and appurtenances.

The Project generally consists of approximately 32,100 LF of lining of existing 8-inch and 10-inch sanitary sewer mains, approximately 3,200 LF of existing sanitary sewer main point repairs, approximately 1,500 LF of existing sanitary sewer main replacement, approximately 47 existing sanitary sewer manhole rehabilitations, approximately 2 existing sanitary sewer manhole replacements, replacement of approximately 623 EA 4-inch and/or 6-inch existing sanitary sewer service laterals within the public right-of-way / easement connected to the sewer mains proposed for lining/replacement and re-connected to privately-owned waste drain piping at the right-of-way/easement boundary, and surface restoration resulting from construction activities. The Project work will occur on various street rights-of-way and easements, extending throughout various portions of the Owner's existing sanitary sewer collection system.

The proposed scope of work is based upon a Sanitary Sewer System Evaluation - Phase I report dated July 2010 prepared for the Town of Beaufort. Any expansion of the project scope determined to be required by the Engineer, or requested by the Owner, during the course of the Project work will be brought to the attention of the Owner and the Agency for approval. Services by the Engineer to perform such expansion of the project scope will be performed by the Engineer as authorized additional services, or via amendment to this agreement, only with approval by the Owner and concurrence by the Agency.

PREVIOUS AGREEMENT DOCUMENTS

This E-500 agreement document replaces and supersedes a previous agreement document executed by and between the Owner and Engineer dated January 13, 2020 for Wastewater Collection System Rehabilitation, and encompasses services performed / completed to date including those required by the Study and Report Phase as described in Exhibit A of this E-500 agreement document.

AGENCY CERTIFICATIONS

In accordance with Agency requirements, the following certifications are attached to this Exhibit J:

- Certification for Contracts, Grants and Loans (RD Instruction 1940-Q, Exhibit A-1), 1 page.
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions (Form AD-1048), 2 pages.
- Engineer Agreement Certification (RUS Bulletin 1780-26, Exhibit C, Attachment 2), 1 page.

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CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____
(name) (date)

Gregory J. Churchill, P.E.
President, Rivers & Associates, Inc.
_____
(title)

oOo

(08-21-91) PN 171

This form is available electronically.

Form Approved – OMB No. 0505-0027
Expiration Date: 04/30/2022

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions — AD-1048

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
Rivers & Associates, Inc.	Town of Beaufort Wastewater Collection System Rehabilitation Project

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Gregory J. Churchill, P.E., President

SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ENGINEER AGREEMENT CERTIFICATION

PROJECT NAME: Town of Beaufort, Wastewater Collection System Rehabilitation Project

The Engineer and Owner hereby concur in the Funding Agency acceptable revisions to E-500 identified in RUS Bulletin 1780-26. In addition, Engineer certifies to the following:

All modifications to E-500 have been made in accordance the terms of the license agreement, which states in part that the Engineer "must plainly show all changes to the Standard EJCDC Text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services	$ 878,600.00
Resident Project Observation	$ 396,000.00
Additional Services	$ 0.00
	TOTAL: $1,274,600.00

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

Engineer Date

Gregory J. Churchill, P.E. President, Rivers & Associates, Inc.
Name and Title

Owner Date

John Day, Town Manager, Town of Beaufort
Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative Date

Name and Title

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

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

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TOWN OF BEAUFORT
CAPITAL RESERVE FUND AMENDMENT #8

WHEREAS, the Town of Beaufort adopted a Capital Reserve Fund Ordinance for Bulkhead/Board Walk Project, Utility Line Improvement Project, and Street Resurfacing Project on May 13, 2019, and

WHEREAS, the Board of Commissioners recognizes that periodic modifications to the revenues and expenditures for capital projects may be necessary for fiscal management purposes and to implement the decisions of the Board of Commissioners;

BE IT THEREFORE ORDAINED that the Board of Commissioners of the Town of Beaufort amend the Capital Reserve Fund for the Bulkhead/Board Walk Project, Utility Line Improvement Project, and Street Resurfacing Project as follows:

- Transfer funds from Capital Reserve Fund to Capital Project Fund USSI – Utilities Improvements and USSI – Stormwater and Streets Improvements Project for planning and design work for the projects.

SECTION II: EXPENDITURES

DECREASE	
FUTURE CAPITAL OUTLAY FOR UTILITY LINE PROJECT	$ 1,348,070
FUTURE CAPITAL OUTLAY FOR STREETS/STORMWATER	$ 254,000
TOTAL DECREASE	**$ 1,602,070**
INCREASE	
TRANSFER TO CAPITAL PROJECT FUND USSI - UTILITIES IMPROVEMENTS	$ 1,348,070
TRANSFER TO CAPITAL PROJECT FUND USSI – STORMWATER/STREETS	$ 254,000
TOTAL INCREASE	**$ 1,602,070**

SECTION III: DISTRIBUTION

Copies of this ordinance shall be furnished to the Town Manager and Finance Officer to be kept on file by them for their direction in the disbursement of funds for carrying out this project:

Adopted this 12th day of April 2021

ATTEST:

Allen Coleman	Everette S. Newton
Town Clerk	Mayor

TOWN OF BEAUFORT
CAPITAL PROJECT BUDGET ORDINANCE
USSI – STORMWATER AND STREETS IMPROVEMENTS

BE IT ORDAINED by the Board of Commissioners by the Town of Beaufort that the following Capital Project Budget Ordinance is adopted in accordance with Section 13.2 of Chapter 159 of the General Statutes of North Carolina for USSI – Stormwater and Streets Improvements.

SECTION I: REVENUE

To establish the USSI – Stormwater and Streets Improvements Capital Project, revenue will come from the following sources:

TRANSFER IN FROM GENERAL FUND	$ 45,000
TRANSFER IN FROM CAPITAL RESERVE FUND	$ 254,000
TOTAL REVENUE	**$ 299,000**

SECTION II: EXPENDITURES

Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the loan agency in an orderly and timely manner. The following amounts are appropriated for the project, administered on a departmental basis. This amendment requests the appropriation of:

STORMWATER

PLANNING	$ 45,000
DESIGN, PERMIT & BID	$ 254,000
TOTAL STORMWATER	**$ 299,000**

SECTION III: DISTRIBUTION

Copies of this ordinance shall be furnished to the Town Manager and Finance Officer to be kept on file for their direction in the disbursement of funds for carrying out this project.
Adopted this 12th day of April 2021.

ATTEST:

Allen Coleman
Town Clerk

Everette S. Newton
Mayor

TOWN OF BEAUFORT
CAPITAL PROJECT BUDGET ORDINANCE
USSI - UTILITIES IMPROVEMENTS

BE IT ORDAINED by the Board of Commissioners by the Town of Beaufort that the following Capital Project Budget Ordinance is adopted in accordance with Section 13.2 of Chapter 159 of the General Statutes of North Carolina for USSI - Utility Improvements.

SECTION I: REVENUE

To establish the USSI - Utilities Improvements Capital Project, revenue will come from the following sources:

TRANSFER IN FROM CAPITAL RESERVE FUND	$ 1,435,070
TOTAL REVENUE	**$ 1,435,070**

SECTION II: EXPENDITURES

Funds may be advanced from the Utility Fund for the purpose of making payments as due. Reimbursement requests should be made to the loan agency in an orderly and timely manner. The following amounts are appropriated for the project, administered on a departmental basis. This amendment requests the appropriation of:

SEWER	
PLANNING	$ 44,000
DESIGN, PERMIT & BID	$ 834,600
TOTAL SEWER	**$ 878,600**
WATER	
PLANNING	$ 43,000
DESIGN, PERMIT & BID	$ 513,470
TOTAL WATER	**$ 556,470**
TOTAL EXPENDITURES	**$ 1,435,070**

SECTION III: DISTRIBUTION

Copies of this ordinance shall be furnished to the Town Manager and Finance Officer to be kept on file for their direction in the disbursement of funds for carrying out this project.
Adopted this 12th day of April 2021.

ATTEST:

Allen Coleman Town Clerk	Everette S. Newton Mayor

Town of Beaufort, NC

Board of Commissioners
Virtual Work Session
4:00 PM – Monday, March 22, 2021

AGENDA CATEGORY: Discussion and Consideration

SUBJECT: Request to Rezone 1001 Cedar Street from R-8 to CS-MU Case No. 21-02.

BRIEF SUMMARY:

The Board of Commissioners conducted a public hearing at the March 8th Regular Meeting. Public comments were accepted for 24-hours following the hearing; there were none.

Property owner, Bradley Cummins, is requesting to rezone 1001 Cedar Street from R-8 Residential to CS-MU Cedar Street Mixed Use District.

The Planning Board reviewed the request at the February 15, 2021 meeting and found the request consistent with the CAMA Future Land Use Map. 5/5 members in attendance unanimously recommended approval of the request.

REQUESTED ACTION:

Vote to approve or deny the request and provide a consistency statement.

EXPECTED LENGTH OF PRESENTATION:

5 minutes

SUBMITTED BY:

Kate Allen, Town Planner

BUDGET AMENDMENT REQUIRED:

No

Staff Report

To: Board of Commissioners
From: Kate Allen

Date: 2/16/2021
Meeting Date: 3/15/2021

Case Number 21-02

Summary of Request: Request to Rezone 1001 Cedar Street from R-8 Residential to CS-MU Cedar Street Mixed Use District

Background

Location(s) & PIN 1001 Cedar Street (PIN 730618404112000)

Owner Bradley & Prescott Cummins
Applicant Bradley Cummins

Current Zoning R-8 Residential

Lot(s) Size & Conformity Status 0.24 acres or 10,645 ft^2
Conforming Lot of Record
Existing Nonconforming Structures
Road Frontage – Cedar Street 97.88'
Road Frontage – Hedrick Street 107.53'

Existing Land Use Residential

CAMA Future Land Use Map
Amendment Required ☐ Yes ☒ No Mixed Use

Adjoining Land Use & Zoning
North B-1 & L-I; Public Works
South RC-5; Residential
East R-8; Residential
West CS-MU; Residential

Special Flood Hazard Area ☐ Yes ☒ No

Public Utilities
Water ☒ Available ☐ Not Available
Sewer ☒ Available ☐ Not Available

Additional Information See Staff Comments

Requested Action
February 22, 2021: Set date for public hearing
March 8, 2021: Conduct public hearing; set date for final determination following 24-hour public comment period
March 22, 2021: Review public comments and make final determination

Staff Comments

The subject property is an existing conforming lot of record. The primary residence does not meet front setback requirements. The proposed use would not increase the amount of non-conformity on the subject property.

The Planning Board reviewed the request at the February 15, 2021 meeting. The Board found the request consistent with the CAMA Future Land Use Map and 5/5 members present at the meeting unanimously recommended approval.

Additional Information

The current **R-8 Residential District Standards**

Minimum Lot Size	8,000 Square Feet	Setbacks	
Minimum Lot Width	60 Feet	Front	25 Feet
Maximum Building Height	40 Feet	Rear	25 Feet
		Side	8 Feet
		Side (ROW)	20 Feet

The requested **CS-MU Cedar Street Mixed Use District Standards – Single Family Detached**

Minimum Lot Size	None	Setbacks	
Minimum Lot Width	None	Front	15-20 Feet
Maximum Building Height	40 Feet	Rear	25 Feet
		Side	8 Feet

The requested **CS-MU Cedar Street Mixed Use District Standards – Commercial & Mixed Use**

Minimum Lot Size	None	Setbacks	
Minimum Lot Width	None	Front	10-20 Feet
Maximum Building Height	40 Feet	Rear	20 Feet
		Side	0 Feet
		Side (ROW)	0 Feet

CAMA Core Land Use Plan – Future Land Use Classifications

Current: Mixed Use

The anticipated residential density within this classification ranges from medium to high density. Multifamily densities are consistent with the current requirements of the Town's zoning ordinance which allows a density range of up to 16 dwellings per acre for planned developments. Residential building types encouraged within this classification include single-family attached dwellings, condominiums, cluster developments, and multifamily dwellings. Commercial uses include a variety of retail, office, business services, and personal services. Minimum lot sizes are generally dependent upon the specific nature and characteristics of the land use but typically range from 2,750 to 20,000 square feet for residential land uses and 3,000 to 8,000 square feet for nonresidential land uses. Maximum floor area ratios for nonresidential land uses range from 0.57 to 2.13. Land uses within the Mixed Use-designated areas are generally compatible with B-1, General Business; B-W,

Business Waterfront; TR, Transitional; TCA, Townhomes, Condominiums, Apartments; and PUD, Planned Unit Development Zoning Districts. Public water and sewer service is needed to support the land uses characteristic of this classification. Streets with the capacity to accommodate higher traffic volume are necessary to support the intensity of development expected within the Mixed Use Classification.

Attachments:

1. Property Owners Within 100 Feet
2. Vicinity Map
3. Aerial Map
4. Current Zoning Map
5. Future Land Use Map
6. LDO Excerpts – R-8 Residential District
7. LDO Excerpts – CS-MU Cedar Street Mixed Use
8. Application as Submitted
9. Ordinance Amending Zoning Map

CASE NO 21-02. PROPERTY OWNERS WITHIN

PIN15	OWNER	MAIL ADDRESS
730618403358000	DUKE ENERGY PROGRESS INC	550 TRYON STREET; DEC44P
730618402380000	MANOUSARIDIS, CHRISTOPHER	408 LIVE OAK STREET
730618405223000	BARBOUR MARINE SUPPLY CO INC	PO BOX 248
730618403210000	GENTRY, RACHEL R L/T	715 PARHAM RD
730618404291000	PARKER, LOIS PETTEWAY	406 HEDRICK STREET
730618406137000	HENRY, DONALD RAY	PO BOX 672
730618404189000	PARKER, RONALD A ETUX CINERELL	406 HEDRICK ST
730618404112000	CUMMINS, BRADLEY ETUX PRESCOTT	408 METCALF STREET
730618405193000	HENRY, DONALD R ETUX SHARON	PO BOX 672
730618404089000	MAYNARD, SHERRI N	1007 CEDAR STREET
730618402029000	HEDRICK, BRADLEY LEWIS ETUX KIM	416 BUNKER HILL ROAD
730618405026000	CEDAR STREET PROPERTIES LLC	PO BOX 643
730618405074000	CROOMS, ANTONIO	309 BELL CREEK DRIVE
730618403051000	JACKSON, CHARLES R ETUX JANET B	24 NOLEN STREET
730506494935000	CRAFT, JOE R II ETUX SHERYL W	8521 EMERALD LAKE DRIVE E

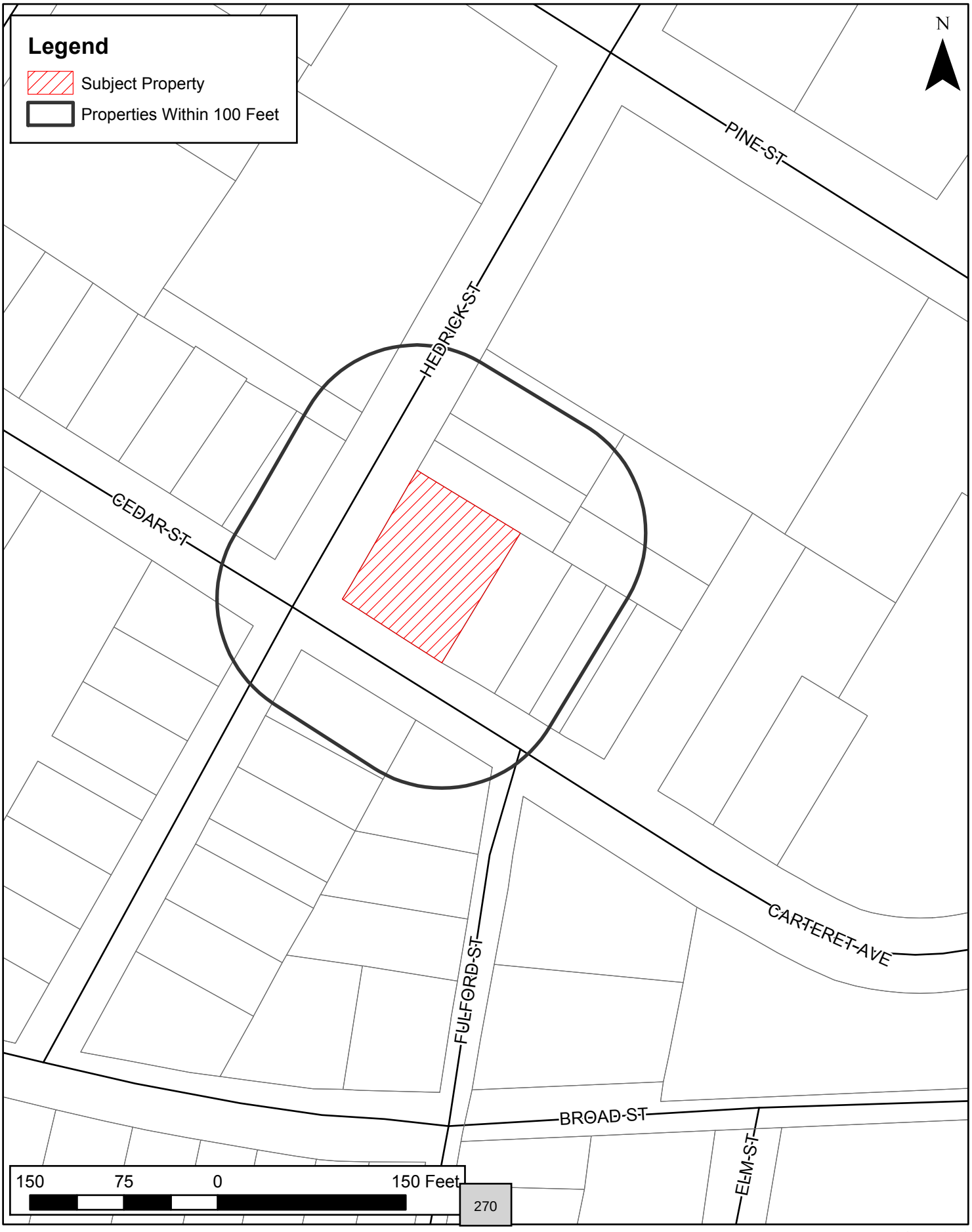
100'

MAIL CITY, STATE, ZIP

CHARLOTTE NC 28202
BEAUFORT NC 28516
BEAUFORT NC 28516
ROXBORO NC 27574
BEAUFORT NC 28516
BEAUFORT NC 28516
BEAUFORT NC 28516
NEW BERN NC 28562
BEAUFORT NC 28516
BEAUFORT NC 28516
FREDERICKSBURG VA 22401
MT PLEASANT SC 29465
BEAUFORT NC 28516
BIRMINGHAM AL 35242
PINSON AL 35126

Vicinity Map

Case No. 21-02



01252021

Aerial Map

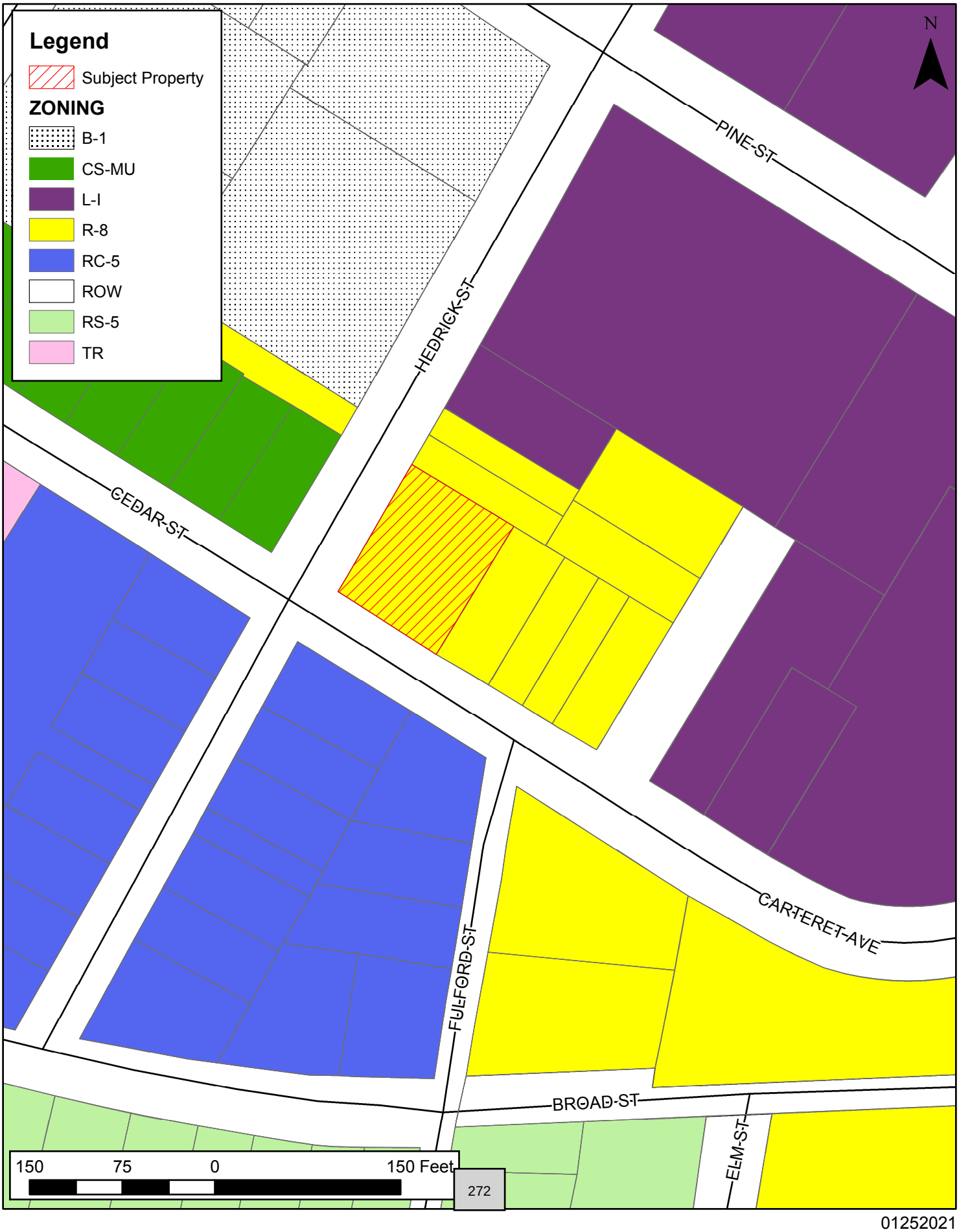
Case No. 21-02



01252021

Current Zoning Map

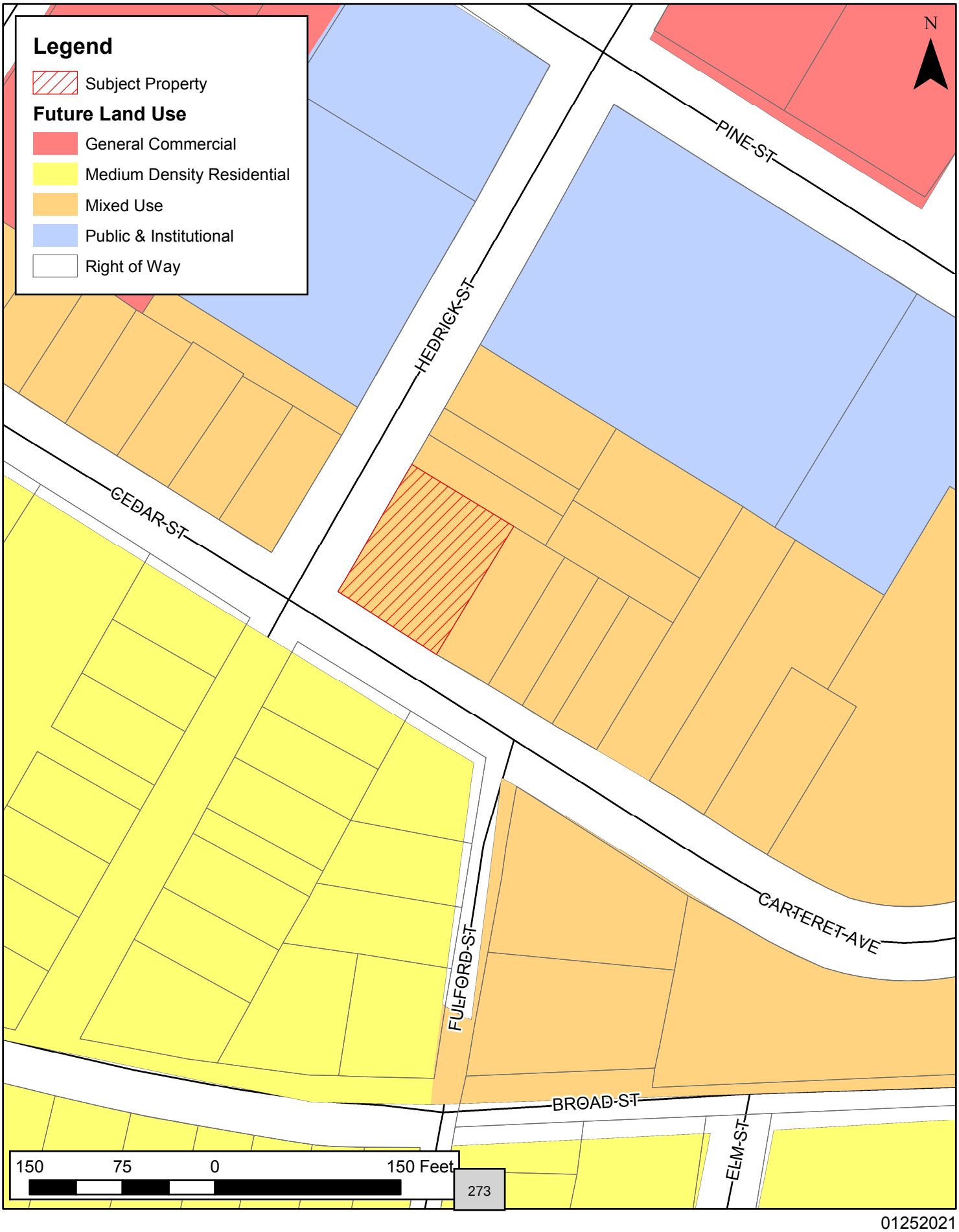
Case No. 21-02



01252021

Future Land Use Map

Case No. 21-02



01252021

C) ***R-8 Residential Medium Density District.***

This residential district is established as a medium density district in which the principle use of the land is for single-family dwelling units. The regulations of this district are intended to provide areas of the community for those persons desiring residences in relatively medium density areas. No buildings, houses, or structures, excepting noncommercial docks or piers as specified in section 2-H of this Ordinance, will be erected on the south side of Front Street in this district. Uses in this district which require potable water or sanitary sewer must be connected to both municipal water and municipal sewer.

1) Minimum Lot Size.

   All lots in the R-8 district shall be a minimum of eight thousand square feet (8,000 ft^2).

2) Minimum Lot Width.

   All lots in the R-8 district shall have a minimum lot width of sixty feet (60') at the minimum building line.

3) Building Setback and Building Height Requirements and Limitations.

   Subject to the exceptions allowed in this Ordinance, each structure on a lot in this zoning district shall be set back from the boundary lines of the lot at least the distances provided in the tables set forth in this section. The building height limitation in this district is provided in the tables set forth in this section.

Table 7-9 Interior Lot Requirements

District	*Front Setback (Right-of-Way)*	*Rear Setback*	*Side Setback*	*Building Height Limitation*
R-8	25 feet	25 feet	8 feet	35 feet

Table 7-10 Corner Lot Requirements

District	*Designated Front (Right-of-Way) Setback*	*Designated Side (Right-of-Way) Setback*	*Rear Setback*	*Side Setback*	*Building Height Limitation*
R-8	25 feet	20 feet	25 feet	8 feet	35 feet

Table 7-11 Double Frontage Lot Requirements

District	*Designated Front (Right-of-Way) Setback*	*Designated Rear (Right-of-Way) Setback*	*Side Setback*	*Building Height Limitation*
R-8	25 feet	15 feet	8 feet	35 feet

Where a lot extends across Front Street, the above setbacks shall apply to the portion of the lot north of Front Street. The docks or piers permitted on the south side of Front Street will be subject to an eight feet (8') side setback, or any more restrictive setback required by CAMA, or the regulations promulgated thereunder.

4) Accessory Building Setback Requirements.

   All accessory buildings must comply with the setback requirements as set forth in section 2-F of this Ordinance, section 6 of this Ordinance, section 15 of this Ordinance, and all sections of this Ordinance.

5) Permitted Uses.

Antenna Co-Location on Existing Tower
Athletic Field, Public
Carport
Community Garden
Dock
Dwelling, Single-Family
Garage, Private Detached
Government/Non-Profit Owned/ Operated Facilities & Services
Group Home
Home Occupation
Neighborhood Recreation Center, Indoor/Outdoor, Private
Neighborhood Recreation Center, Public
Park, Public
Public Utility Facility
Resource Conservation Area
Shed
Swimming Pool (Personal Use)
Temporary Construction Trailer
Utility Minor
Vehicle Charging Station

6) Special Uses (*Special Uses* text may be found in section 20 of this Ordinance).

Accessory Dwelling Unit
Athletic Field, Private
Bed & Breakfast
Cemetery/Graveyard
Club, Lodge, or Hall
Concealed (Stealth) Antennae & Towers
Day Care/Child Care Home
Golf Course, Privately-Owned
Golf Driving Range
Marina
Outdoor Amphitheater, Public
Preschool
Produce Stand/Farmers' Market
Public Safety Station
Religious Institution
Satellite Dish Antenna
School, Post-Secondary
Utility Facility

D) ***Cedar Street Mixed-Use Zoning District (CS-MU)***

1) Purpose.
The purpose of this district is to protect, enhance and guide the redevelopment of the Cedar Street corridor by reducing visual clutter through the implementation of commercial design standards and selecting the appropriate type of uses for this district. These standards are designed to improve the aesthetics, traffic congestion and provide for a solid and vibrant tax base as well as promote the public health, safety and welfare of the town.

2) Adoption.
The Cedar Street Mixed Use Zoning District (CS-MU) for the Town of Beaufort, as set forth on a map so entitled and dated 07/08/2019, is hereby adopted by reference as an element of the *Land Development Ordinance* hereafter known as the *LDO*, and the Official Zoning Map of the Town of Beaufort.

3) Permitted Uses.
The uses listed here, with the exception of single-family residential uses, shall be subject to the Development Standards listed below.

Convenience Store
Dwelling, Single-family
Dwelling, Multi-family
Financial Institution
Hotel or Motel
Mixed Use
Office, Business, Professional, or Medical*
Outdoor Retail Display/Sales
Park, Public
Personal Service Establishment
Produce Stand/Farmers' Market
Public Utility Facility
Religious Institution
Restaurant with Indoor & Outdoor Operations
Retail Store
Utility Minor

*Includes Government Offices

4) Special Uses (*Special Use Requirements* may be found in Section 20 of the *LDO*).
Any commercial use which results in a structure or combination of structures with over 15,000 square feet.
Microbrewery
Tavern/Bar/Pub with Indoor Operation

5) Prohibited Uses.
Any use not listed in subsections 3 & 4 of this section is prohibited.Development Standards.
a) Design Criteria.
The intent of the following design criteria is to maintain and strengthen the unique character of Cedar Street by ensuring new development projects are architecturally compatible with the characteristics of the community. These characteristics include building forms, proportions, treatments, exterior materials, and architectural styles. It is intended that front elevations and overall massing of new structures shall be of human scale and related to the street. All design criteria will be reviewed and approved by Town Staff.

It is not the intent for new structures to closely duplicate existing historic structures. The intent is for new structures to include elements in ways which achieve a design compatible with and complementary to the historic character of the Town.

b) Site Plan Submission.
A detailed site plan, meeting all N.C. State Building Codes and Town Ordinances, shall be required for all commercial and mixed-use development within this zoning district.

c) Signage. Whenever the regulations made under the authority of this section are in conflict with any other provisions of this ordinance, the restrictions of this section shall supersede.
   i) Only attached wall or projecting type signs made of wood or substitute materials which have the appearance of wood are permitted.
   ii) The use of internally lit, flashing or free-standing signs of any kind is prohibited.
   iii) Subject to the provisions of this section, the maximum sign surface area permitted in this district shall not be more than 0.75 square feet per linear foot of total lot frontage.

d) Landscaping.
Any new commercial site plan with on-site parking shall provide a detailed landscape plan identifying all shrub and tree types as well as the number of such trees and shrubs as per section 14 and 19 of the *LDO*. Additionally if developing adjacent to a different type of land use, a screening and buffering plan shall also be required.

e) Exterior Siding Materials (Commercial & Mixed-Use Structures Only).
The primary siding material constituting a minimum of eighty percent (80%) of the exterior shall be one or a combination of two of the following materials:
   i) Brick;
   ii) Stone: Natural, Limestone or Granite;
   iii) Fiber Cement (Lap or Board & Batten Siding); and/or,
   iv) Treated Wood excluding plywood (Board & Batten or Clapboard Design only)
   v) Cedar Shake
   vi) Other materials or combinations thereof can be submitted to the Planning Board and Board of Commissioners for consideration. Detailed elevation drawings and product specifications shall be required.

f) Outside Walls (Commercial & Mixed-Use Structures Only).
   i) The total area of glass, windows, and/or any similar transparent areas for any side of a commercial structure shall not exceed thirty-five percent (35%) of the surface area for such side of the building, and must be positioned uniformly along the face of the structure. This percentage may be increased if it needs to meet the state fire code.

ii) Each exterior wall of a building viewable from any public or private right-of-way shall incorporate architectural design features to create a visual break at least every one hundred feet (100') along the exterior wall in order to avoid a box like appearance. All plans for exterior walls shall be approved by the Board of Commissioners as part of the site plan approval process.

f) Roof Forms. (Commercial & Mixed-Use Structures Only)
   i) The dominant shape of roof forms shall be gabled, hipped or parapet. If pitched, the minimum pitch shall be five over twelve (5/12).
   ii) All roof top mounted equipment shall be fully screened from view and the method of screening shall be integrated into the overall building design, for example within or behind pitched roofs. Hipped or gabled roofs with a mechanical element will not be considered mansard roofs when the roof appears to be a true hipped or gabled roof design.

g) Driveway Limitations. (Commercial & Mixed-Use Structures With Onsite Parking Only)
   i) Two driveways entering the same street from a single lot shall only be permitted if the minimum distance between the closest edges of the driveways equals to or exceeds one hundred feet (100').
   ii) In no case shall the total width of all driveways exceed fifty percent (50%) of the total property frontage.
   iii) No driveway shall be located within a hundred feet (100') of an intersection except in cases where no other access to a public street is available.

h) Parking Requirements.
   i) Mixed use, multi-family and single-family lots shall provide 1.5 onsite parking spaces/unit;
   ii) Commercial lots with an area less than 5000 ft^2 have no requirements for onsite parking; and,
   iii) Commercial lots with an area more than 5000 ft^2 shall provide 1 onsite parking space for every 600 ft^2 of gross floor area.

i) Exterior Elevation Drawings. (Commercial & Mixed-Use Structures Only)
   Exterior elevation drawings shall be submitted to determine the visual break of exterior walls for the structure or structures.

6) Minimum Lot Size.
The Cedar Street Mixed-Use Zoning District will not have a minimum lot size.

7) Minimum Lot Width.
No minimum lot width is required in the Cedar Street Mixed-Use Zoning District at the minimum building line.

8) Building Setback and Building Height Requirements and Limitations.
Subject to the exemptions of this Ordinance, each structure on said lot in this zoning district shall be set back from the boundary line of the lot at least the distance provided in the tables set forth in this section. The building height limitation in this district is also provided in the tables of this section.

Table 8-6 Single Family Detached Setback Requirements

District	*Cedar Street Front Setback (Right-of-Way)*	*Rear Setback*	*Side Setback*	*Building Height Limitation*
	15 feet minimum	25 feet	8 feet	40 feet
	20 feet maximum	25 feet	8 feet	40 feet

Table 8-7 Corner Lot and Interior Lot Requirements for Commercial and Mixed Use

District	*Cedar Street Front Setback (Right-of-Way)*	*Designated Side (Right-of-Way) Setback*	*Rear Setback*	*Side Setback*	*Building Height Limitation*
	10 feet minimum	0 feet	20 feet	0 feet	40 feet
	20 feet maximum	0 feet	20 feet	0 feet	40 feet

Town of Beaufort
701 Front St. • P.O. Box 390 • Beaufort, N.C. 28516
252-728-2141 • 252-728-3982 fax
www.beaufortnc.org

APPLICATION FOR AN AMENDMENT TO THE BEAUFORT ZONING MAP

Instructions:

Please complete the application below, include all the required attachments and the **$300.00 for Rezoning request with no Land Use Plan Change** or **$400.00 for Rezoning Request with Land Use Plan Change** and return to the Beaufort Town Hall, 701 Front Street or P.O. Box 390, Beaufort, N.C., 28516. Incomplete applications will not be processed and **will be** returned to the applicant. Please contact Planning and Inspections at 252-728-2142 if there are any questions.

APPLICANT INFORMATION

Applicant Name: Bradley Cummins

Applicant Address: 1001 Cedar Street

Phone Number: 252 571 0796 Email: bradleycummins@gmail.com

Property Owner Name: Bradley Cummins

Address of Property Owner: 1001 Cedar Street

Phone Number: 252 571 0796 Email: bradleycummins@gmail.com

PROPERTY INFORMATION

Property Address: 1001 Cedar Street

15-Digit PIN: 730618404112000 Lot/Block Number: _____

Size of Property (in square feet or acres): 10,800 sq ft

Current Zoning: R-8 Requested Zoning: CS-MU

Current Use of Property: ☑ Residential ☐ Vacant ☐ Commercial ☐ Other: _____

Applicant Signature — 01.20.2021 Date of Applicant's Signature

Property Owner Signature (if different than applicant) — Date of Owner's Signature

An application fee of **$300.00 for Rezoning request with no Land Use Plan Change** or **$400.00 for Rezoning Request with Land Use Plan Change**, either in cash, money order, or check made payable to the "Town of Beaufort," should accompany this application. Payments can be made in person on the day of submittal and at such time, a credit card can be used to make the payment. Credit card payments are subject to a 3% extra fee.

Please refer to the ***Land Development Ordinance***, Section 3 and all other pertinent sections for the information required to accompany this application.

REQUIRED ATTACHMENTS FOR AN AMENDMENT TO THE BEAUFORT ZONING MAP

Please provide the following as attachments to the zoning map amendment form:

1. A statement as to whether or not the proposed zoning amendment is consistent with the Beaufort Land Use Plan.
2. A statement as to how the zoning amendment will promote the public health, safety or general welfare of the Town of Beaufort.
3. Proof of ownership (For example: a copy of the deed or city tax statement).

   If a property is owned by more than one individual or if multiple properties under different ownership are applying under one request, attach a statement and signatures indicating that all owners have given consent to request the zoning change.
4. An area map of property to scale which includes:
   - North Arrow;
   - All Property lines and accurate property line dimensions;
   - Adjacent streets and names;
   - Location of all easements;
   - Location of all structures;
   - Zoning classifications of all abutting properties.
5. Please submit one digital/electronic copy of any drawings or plans associated with the amendment. At least one paper copy of the drawings or plans should also be submitted.
6. A TYPED list all property owners (with addresses) within 100 feet of the boundary lines of all properties requested to be rezoned (notification of adjacent property owners by the Town is required by North Carolina law).

THE COMPLETE APPLICATION WITH SUPPORTING DOCUMENTATION IS DUE TO TOWN STAFF AT LEAST 15 WORKING DAYS PRIOR TO A SCHEDULED PLANNING BOARD MEETING.

The Town's website is **www.beaufortnc.org**.

OFFICE USE ONLY Revised 08/2020

Received by: _____ Reviewed for Completeness By: _____

Date: _____ Date Deemed Complete and Accepted: _____

Cummins General Contractors, LLC
1001 Cedar Street, Beaufort, NC 28516
bradleycummins@gmail.com
252 571 0796

January 20, 2021

To: Town of Beaufort

Re: Amendment to the Zoning Map for 1001 Cedar Street

1001 Cedar Street is currently zoned R-8 Residential Medium Density District. We are requesting an amendment to the Beaufort Zoning Map to rezone 1001 Cedar Street to CS-MU Cedar Street Mixed-Use Zoning District.

This amendment would be consistent with the future Land Use Map which designates 1001 Cedar Street "Mixed Use" (Beaufort CAMA Land Use Plan, page 90). The adjacent property, 913 Cedar Street, is zoned CS-MU along with the rest of the north side of the 900 block of Cedar Street.

Rezoning 1001 Cedar Street to Cedar Street Mixed-Use Zoning District will allow us to improve this property in a manor congruent with the neighborhood, provide additional housing, and pursue its highest and best use to the benefit of the public health, safety and general welfare of the Town of Beaufort.

We are excited about 1001 Cedar Street. We look forward to improving this property and enjoying it for many years to come.

Thank you greatly for your time and attention to our application.

Kind Regards,
Bradley Cummins, Kristen Prescott

FILE # 1698036

FOR REGISTRATION REGISTER OF DEEDS
Karen S Hardesty
Carteret County, NC
December 01, 2020 11:05:23 AM
BWC DEED 3 P
FEE: $26 00
NC REVENUE STAMP: $660.00
FILE # 1698036

Prepared By:
Rodney G. Fulcher
416 Live Oak Street
Beaufort, NC 28516

NORTH CAROLINA) **DEED**
CARTERET COUNTY) **TAX ID: 730618404112000**
) **Stamps: $660.00**

THIS DEED, made this 30th day of November 2020 by and between, Doy Ray Rhue (unmarried) of 333 Steel Tank Road, Beaufort, North Carolina 28516, party of the first part, and Bradley Cummins and wife, Kristen Prescott of 408 Metcalf Street, New Bern, North Carolina 27516, parties of the second part,

WITNESSETH:

That the party of the first part, in consideration of the sum of Ten ($10.00) Dollars and other valuable considerations to him in hand paid by the parties of the second part, the receipt of which is hereby acknowledged, has bargained and sold and, by these presents, does grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns, in fee simple absolute, that tract or parcel of land lying and being in Beaufort Township, Carteret County, North Carolina, and being particularly described as follows:

(3)

BEGINNING at the northeast corner of where the eastern right of way of Hedrick Street would intersect with the northern right of way of Cedar Street and running thence from said point of intersection N 37-06-00 E., 107.7 feet to a point; thence from said point S 49-57-45 E., 99.67 feet to a point; thence S 38-09-32 W., 107.78 feet to a point in the northern right of way of Cedar Street; thence N 49-52-00 W. 97.68 feet to the POINT OR PLACE OF BEGINNING.

See map entitled "Physical Survey for Doy Ray Rhue-Portion of Lot 11, Hedrick Street Town", dated June 19, 2000, prepared by Powell Surveying Company, P.A.

The property acquired by Grantor by instrument recorded in Book 885, Page 565, Carteret County Registry.

The above description does not convey the primary residence of the party of the first part.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging unto the parties of the second part, their heirs and assigns, to their only use and behoof forever.

AND THE PARTY of the first part, for himself, his heirs and assigns, covenants with the parties of the second part, their heirs and assigns, that he is seized of said premises in fee and has the right to convey the same in fee simple; that the same are free and clear from all encumbrances, and that he will forever warrant and defend the title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

Doy Ray Rhue (SEAL)

STATE OF NORTH CAROLINA
CARTERET COUNTY

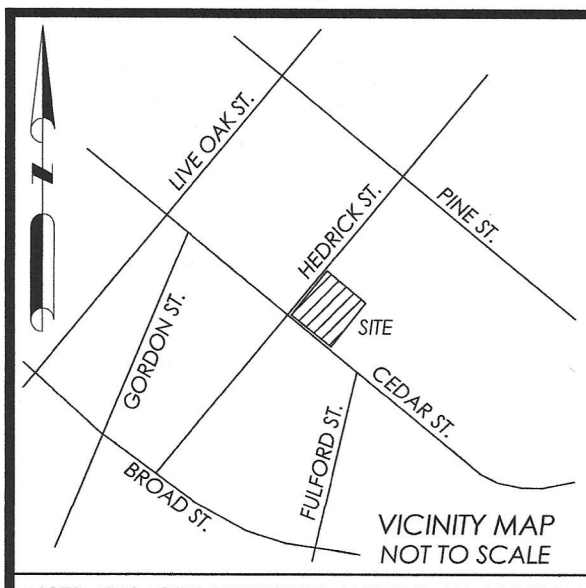
I, Rodney Fulch, Notary Public, do certify that Doy Ray Rhue personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 30th day of November 2020.

Notary Public

My commission expires: 10/16/21

RODNEY G. FULCHER NC NOTARY PUBLIC CARTERET COUNTY



SURVEYORS DECLARATION TO WHOM IT MAY CONCERN: It is the responsibility of the present owner(s) or future owner(s) of the property shown hereon to check for any wetlands, buffers, high water table or other water conditions which may cause a portion of this property to be unusable for certain uses. No responsibility of any nature is assumed by the surveyor for any conditions which may presently exist on the property shown hereon but are unknown to the surveyor such as: Cemeteries, Family Burying Grounds, Toxic or Hazardous Waste Materials, Underground Utilities, Existing or Proposed easements or right-of-ways, etc. not shown hereon. Any utilities or features and any easements, right-of-ways or buffers associated with said utilities or features shown hereon are shown according only to what was known or visible at the time of this survey by the surveyor. This property may be subject to additional easements or right-of-ways unknown to the surveyor at this time that a complete title examination may reveal. There shall not be any construction in the area of any utlities, easements or right-of-ways without a complete title examination and additional surveying to identify the accurate widths and correct locations of record of any easements or right-of-ways. The surveyor is NOT an Attorney at Law and it is advised that the owner of this property consult with a Licensed Attorney at Law to perform a complete title examination to confirm all known encumberances and reveal any potential encumberances or title issues associated with this property.

NOTE: THE PARCEL OR PARCELS OF LAND SHOWN HEREON HAVE NOT BEEN CHECKED FOR WETLANDS OR FLOOD HAZARD SOILS UNLESS OTHERWISE CERTIFIED OR SHOWN HEREON. THIS PARCEL IS SUBJECT TO ALL NC DEPARTMENT OF ENVIRONMENT, HEALTH AND NATURAL RESOURCES, DIVISION OF WATER QUALITY REGULATIONS AND ANY OTHER FEDERAL, STATE OR LOCAL REGUALTION OF ANY NATURE. PORTIONS OF THIS PARCEL MAY CONTAIN WETLANDS.

NOTE: THIS LOT IS SUBJECT TO ANY AND ALL ADDITIONAL RESTRICTIONS SHOWN ON RECORDED PLATS AND RESTRICTIVE COVENANTS AND ANY RESTRICTIONS APPLIED BY ANY LOCAL, STATE OR FEDERAL LAWS OR RULES.

NOTE: THE SURVEYOR DOES NOT TAKE ANY RESPONSIBILITY FOR ANY UNDERGROUND UTILITIES NOT SHOWN HEREON. ALL UTILIY LOCATIONS SHOULD BE VERIFIED PRIOR TO ANY CONSTRUCTION.

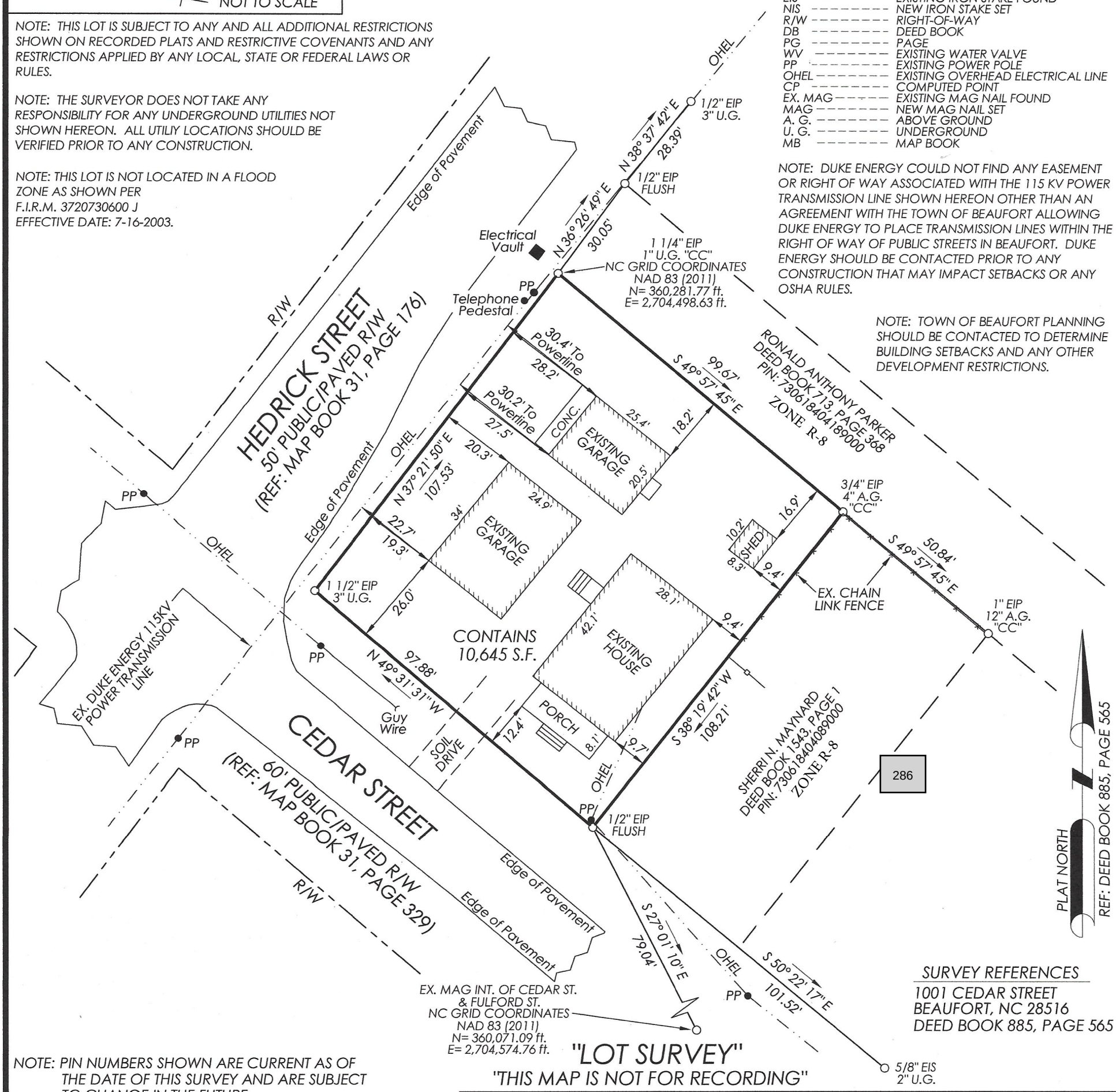
NOTE: THIS LOT IS NOT LOCATED IN A FLOOD ZONE AS SHOWN PER F.I.R.M. 3720730600 J EFFECTIVE DATE: 7-16-2003.

LEGEND

———	LINES SURVEYED (SUBJECT PROPERTY)
— — —	LINES NOT SURVEYED
——— — ———	RIGHT-OF-WAY LINE
——— — ———	CENTERLINE OF ROAD
EIP	EXISTING IRON PIPE FOUND
WM	EXISTING WATER METER
CC	CONTROL CORNER
EIS	EXISTING IRON STAKE FOUND
NIS	NEW IRON STAKE SET
R/W	RIGHT-OF-WAY
DB	DEED BOOK
PG	PAGE
WV	EXISTING WATER VALVE
PP	EXISTING POWER POLE
OHEL	EXISTING OVERHEAD ELECTRICAL LINE
CP	COMPUTED POINT
EX. MAG	EXISTING MAG NAIL FOUND
MAG	NEW MAG NAIL SET
A. G.	ABOVE GROUND
U. G.	UNDERGROUND
MB	MAP BOOK

NOTE: DUKE ENERGY COULD NOT FIND ANY EASEMENT OR RIGHT OF WAY ASSOCIATED WITH THE 115 KV POWER TRANSMISSION LINE SHOWN HEREON OTHER THAN AN AGREEMENT WITH THE TOWN OF BEAUFORT ALLOWING DUKE ENERGY TO PLACE TRANSMISSION LINES WITHIN THE RIGHT OF WAY OF PUBLIC STREETS IN BEAUFORT. DUKE ENERGY SHOULD BE CONTACTED PRIOR TO ANY CONSTRUCTION THAT MAY IMPACT SETBACKS OR ANY OSHA RULES.

NOTE: TOWN OF BEAUFORT PLANNING SHOULD BE CONTACTED TO DETERMINE BUILDING SETBACKS AND ANY OTHER DEVELOPMENT RESTRICTIONS.



"LOT SURVEY"

"THIS MAP IS NOT FOR RECORDING"

SURVEY REFERENCES

1001 CEDAR STREET
BEAUFORT, NC 28516
DEED BOOK 885, PAGE 565

NOTE: PIN NUMBERS SHOWN ARE CURRENT AS OF THE DATE OF THIS SURVEY AND ARE SUBJECT TO CHANGE IN THE FUTURE.

NOTE: THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, BUFFERS, RIGHT-OF-WAYS OR AGREEMENTS OF RECORD.

I, LINWOOD E. BYRD, JR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DB 885, PG 565); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND AS REFERENCED ON THIS PLAT; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1 : 10,000+ ; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600)

THIS THE 3rd DAY
OF DECEMBER, 202 0

NORTH CAROLINA PROFESSIONAL SEAL L-4662 12-3-20 LAND SURVEYOR LINWOOD E. BYRD, JR.

PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-4662

SURVEY FOR

BRADLEY CUMMINS

TOWNSHIP BEAUFORT	COUNTY CARTERET	STATE NORTH CAROLINA
SURVEYED BY LEBJ	ZONE	
DRAWN BY LEBJ	CITY / TOWN BEAUFORT	
CHECKED BY LEBJ	PIN: 730618404112000	

ACREAGE COMPUTED BY COORDINATE METHOD
ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN US SURVEY FEET UNLESS OTHERWISE NOTED

0 30' 60'

SCALE: 1" = 30'

BYRD SURVEYING, P.A. C-0719
LAND SURVEYING
5058 US 70 WEST, SUITE N-3
MOREHEAD CITY, NC 28557
PHONE: 252-515-1039
www.byrdsurvey.com

DATE	DRAWING NO.
12-3-2020	20-142

1001 Cedar Street
Neighboring Property Owners within 100 feet

CHRISTOPHER MANOUSARIDIS
408 LIVE OAK STREET
BEAUFORT, NC 28516

RACHEL GENTRY
913 CEDAR ST
BEAUFORT, NC 28516

MAILING ADDRESS:
715 PARHAM RD
ROXBORO NC 27574

BRADLEY LEWIS HEDRICK
315 HEDRICK ST
BEAUFORT, NC 28516

MAILING ADDRESS:
416 BUNKER HILL ROAD
FREDERICKSBURG VA 22401

CHARLES JACKSON
312 HEDRICK ST
BEAUFORT, NC 28516

MAILING ADDRESS:
24 NOLEN STREET
BIRMINGHAM AL 1832 35242

JOE CRAFT
309 FULFORD ST
BEAUFORT, NC 28516

MAILING ADDRESS:
8521 EMERALD LAKE DRIVE E
PINSON AL 2497 35126

SHERRI N MAYNARD
1007 CEDAR ST
BEAUFORT, NC 28516

CEDAR STREET PROPERTIES LLC
1011 CEDAR ST
BEAUFORT, NC 28516

MAILING ADDRESS:
PO BOX 643
MT PLEASANT SC 29465

DONALD HENRY
1015 CEDAR ST
BEAUFORT, NC 28516

MAILING ADDRESS:
PO BOX 672
BEAUFORT, NC 28516

DONALD RAY HENRY
1017 CEDAR ST
BEAUFORT, NC 28516

MAILING ADDRESS:
PO BOX 672
BEAUFORT, NC 28516

RONALD PARKER
406 HEDRICK ST
BEAUFORT, NC 28516

LOIS PETTEWAY PARKER
408 HEDRICK ST
BEAUFORT, NC 28516

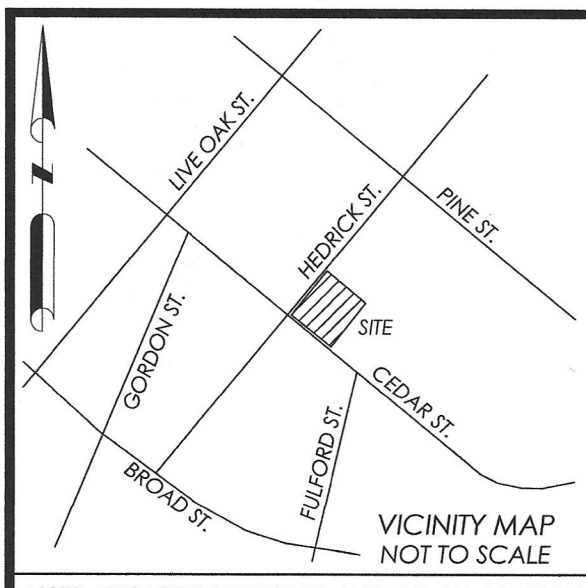
MAILING ADDRESS:
406 HEDRICK STREET
BEAUFORT, NC 28516

BARBOUR MARINE SUPPLY CO INC
410 HEDRICK ST
BEAUFORT, NC 28516

MAILING ADDRESS:
PO BOX 248
BEAUFORT, NC 28516

DUKE ENERGY PROGRESS INC
405 HEDRICK STREET
BEAUFORT, NC 28516

MAILING ADDRESS:
550 TRYON STREET
MAIL CODE: DEC44P
CHARLOTTE NC 28202



SURVEYORS DECLARATION TO WHOM IT MAY CONCERN: It is the responsibility of the present owner(s) or future owner(s) of the property shown hereon to check for any wetlands, buffers, high water table or other water conditions which may cause a portion of this property to be unusable for certain uses. No responsibility of any nature is assumed by the surveyor for any conditions which may presently exist on the property shown hereon but are unknown to the surveyor such as: Cemeteries, Family Burying Grounds, Toxic or Hazardous Waste Materials, Underground Utilities, Existing or Proposed easements or right-of-ways, etc. not shown hereon. Any utilities or features and any easements, right-of-ways or buffers associated with said utilities or features shown hereon are shown according only to what was known or visible at the time of this survey by the surveyor. This property may be subject to additional easements or right-of-ways unknown to the surveyor at this time that a complete title examination may reveal. There shall not be any construction in the area of any utlities, easements or right-of-ways without a complete title examination and additional surveying to identify the accurate widths and correct locations of record of any easements or right-of-ways. The surveyor is NOT an Attorney at Law and it is advised that the owner of this property consult with a Licensed Attorney at Law to perform a complete title examination to confirm all known encumberances and reveal any potential encumberances or title issues associated with this property.

NOTE: THE PARCEL OR PARCELS OF LAND SHOWN HEREON HAVE NOT BEEN CHECKED FOR WETLANDS OR FLOOD HAZARD SOILS UNLESS OTHERWISE CERTIFIED OR SHOWN HEREON. THIS PARCEL IS SUBJECT TO ALL NC DEPARTMENT OF ENVIRONMENT, HEALTH AND NATURAL RESOURCES, DIVISION OF WATER QUALITY REGULATIONS AND ANY OTHER FEDERAL, STATE OR LOCAL REGUALTION OF ANY NATURE. PORTIONS OF THIS PARCEL MAY CONTAIN WETLANDS.

NOTE: THIS LOT IS SUBJECT TO ANY AND ALL ADDITIONAL RESTRICTIONS SHOWN ON RECORDED PLATS AND RESTRICTIVE COVENANTS AND ANY RESTRICTIONS APPLIED BY ANY LOCAL, STATE OR FEDERAL LAWS OR RULES.

NOTE: THE SURVEYOR DOES NOT TAKE ANY RESPONSIBILITY FOR ANY UNDERGROUND UTILITIES NOT SHOWN HEREON. ALL UTILIY LOCATIONS SHOULD BE VERIFIED PRIOR TO ANY CONSTRUCTION.

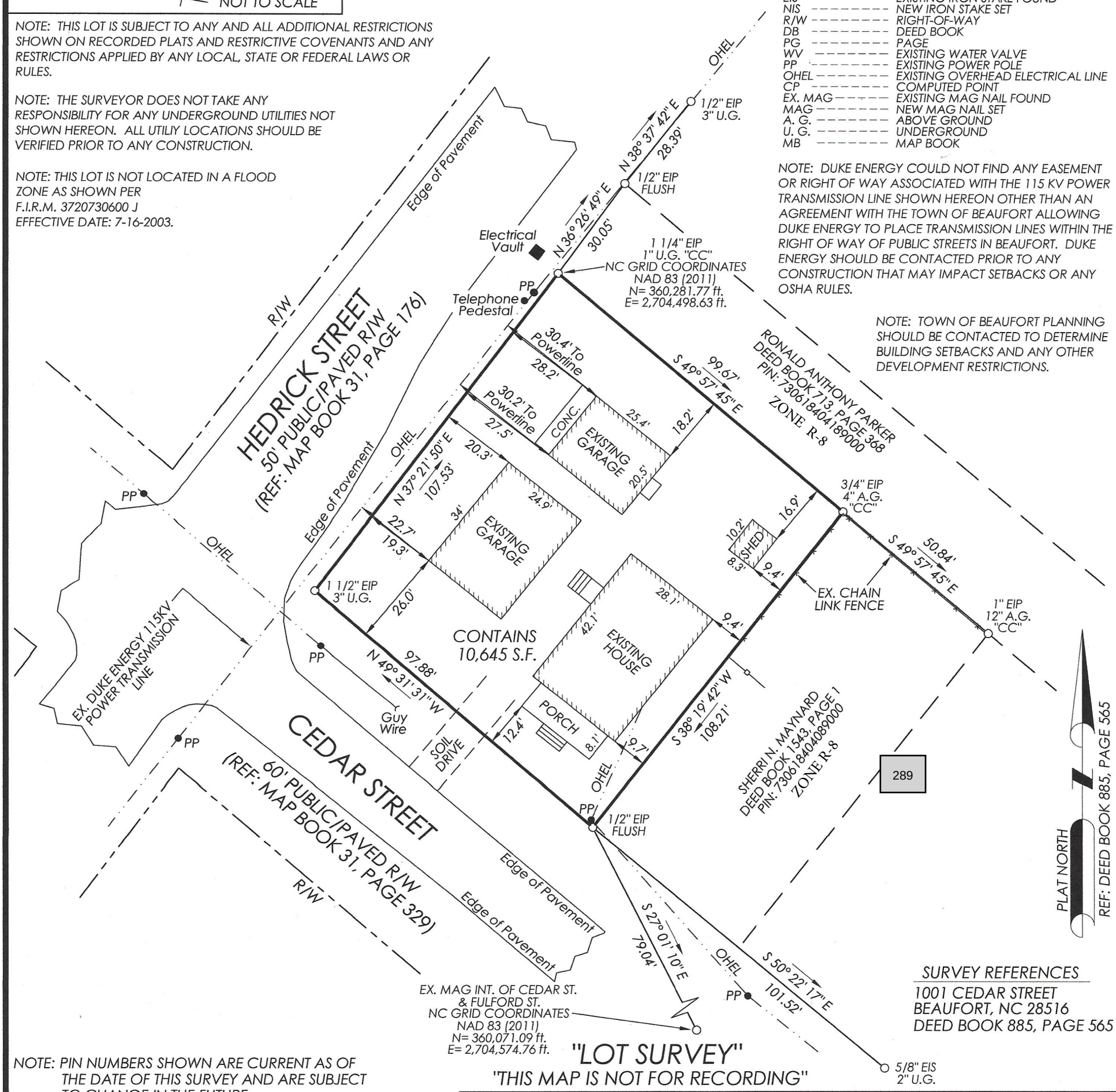
NOTE: THIS LOT IS NOT LOCATED IN A FLOOD ZONE AS SHOWN PER F.I.R.M. 3720730600 J EFFECTIVE DATE: 7-16-2003.

LEGEND

———	LINES SURVEYED (SUBJECT PROPERTY)
— — —	LINES NOT SURVEYED
———	RIGHT-OF-WAY LINE
———	CENTERLINE OF ROAD
EIP	EXISTING IRON PIPE FOUND
WM	EXISTING WATER METER
CC	CONTROL CORNER
EIS	EXISTING IRON STAKE FOUND
NIS	NEW IRON STAKE SET
R/W	RIGHT-OF-WAY
DB	DEED BOOK
PG	PAGE
WV	EXISTING WATER VALVE
PP	EXISTING POWER POLE
OHEL	EXISTING OVERHEAD ELECTRICAL LINE
CP	COMPUTED POINT
EX. MAG	EXISTING MAG NAIL FOUND
MAG	NEW MAG NAIL SET
A. G.	ABOVE GROUND
U. G.	UNDERGROUND
MB	MAP BOOK

NOTE: DUKE ENERGY COULD NOT FIND ANY EASEMENT OR RIGHT OF WAY ASSOCIATED WITH THE 115 KV POWER TRANSMISSION LINE SHOWN HEREON OTHER THAN AN AGREEMENT WITH THE TOWN OF BEAUFORT ALLOWING DUKE ENERGY TO PLACE TRANSMISSION LINES WITHIN THE RIGHT OF WAY OF PUBLIC STREETS IN BEAUFORT. DUKE ENERGY SHOULD BE CONTACTED PRIOR TO ANY CONSTRUCTION THAT MAY IMPACT SETBACKS OR ANY OSHA RULES.

NOTE: TOWN OF BEAUFORT PLANNING SHOULD BE CONTACTED TO DETERMINE BUILDING SETBACKS AND ANY OTHER DEVELOPMENT RESTRICTIONS.



SURVEY REFERENCES

1001 CEDAR STREET
BEAUFORT, NC 28516
DEED BOOK 885, PAGE 565

"LOT SURVEY"

"THIS MAP IS NOT FOR RECORDING"

NOTE: PIN NUMBERS SHOWN ARE CURRENT AS OF THE DATE OF THIS SURVEY AND ARE SUBJECT TO CHANGE IN THE FUTURE.

NOTE: THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, BUFFERS, RIGHT-OF-WAYS OR AGREEMENTS OF RECORD.

I, LINWOOD E. BYRD, JR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DB 885, PG 565); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND AS REFERENCED ON THIS PLAT; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1 : 10,000+ ; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600)

THIS THE 3rd DAY
OF DECEMBER, 202 0

NORTH CAROLINA PROFESSIONAL SEAL L-4662 12-3-20 LAND SURVEYOR LINWOOD E. BYRD, JR.

PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-4662

SURVEY FOR

BRADLEY CUMMINS

TOWNSHIP BEAUFORT	COUNTY CARTERET	STATE NORTH CAROLINA
SURVEYED BY LEBJ	ZONE	
DRAWN BY LEBJ	CITY / TOWN BEAUFORT	
CHECKED BY LEBJ	PIN: 730618404112000	

ACREAGE COMPUTED BY COORDINATE METHOD
ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN US SURVEY FEET UNLESS OTHERWISE NOTED

0 30' 60'

SCALE: 1" = 30'

BYRD SURVEYING, P.A. C-0719
LAND SURVEYING
5058 US 70 WEST, SUITE N-3
MOREHEAD CITY, NC 28557
PHONE: 252-515-1039
www.byrdsurvey.com

DATE	DRAWING NO.
12-3-2020	20-142

BEAUFORT BOARD OF COMMISSIONERS
AN ORDINANCE TO REZONE 1001 CEDAR STREET FROM R-8 to CS-MU
ORDINANCE NO. 21-__

Applicant:	Bradley Cummins
Location:	1001 Cedar Street
Parcel ID:	730618404112000
Lot Size:	0.24 acres
Existing District:	R-8 Residential District
Meeting Date:	March 8, 2021
Requested District:	CS-MU Cedar Street Mixed Use District

WHEREAS, the Applicant has submitted a request to rezone the above referenced property to CS-MU; and

WHEREAS, the Beaufort Planning Board has convened to consider and prepare a recommendation and consistency statement on the request at its meeting on February 15, 2021, at which time the Planning Board recommended approval of the request; and

WHERAS, the Beaufort Board of Commissioners conducted a public hearing on March 8, 2021 at which time the applicant and/or applicant's representative was given the opportunity to present arguments, and Town staff was given the opportunity to comment on the application; and

WHEREAS, at the March 22, 2021 meeting the Town Board of Commissioners has made the following findings and conclusions:

1. The request is consistent with surrounding land use patterns and zoning in the area.
2. The proposed zoning of CS-MU is consistent with the spirit and intent of the ordinance and the CAMA Core Land Use Plan - Future Land Use Map.

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Board of Commissioners on the basis of the foregoing findings and conclusions that the request to rezone 1001 Cedar Street to CS-MU Cedar Street Mixed Use District is approved and the Town's Zoning Map is amended accordingly.

Enacted on motion of Commissioner _____ and carried on a vote of ___ in favor and ___ against.

This, the 22nd day of March, 2021

TOWN OF BEAUFORT

_____
Everette (Rett) Newton, Mayor

_____
Allen Coleman, Town Clerk

Town of Beaufort, NC

Board of Commissioners
Virtual Work Session
4:00 PM – Monday, March 22, 2021

AGENDA CATEGORY: Discussion & Consideration

SUBJECT: Rezoning from TR to CS-MU 502 Cedar Street
Case No. 21-03

BRIEF SUMMARY:

At the March 8th Commissioners a public hearing was conducted via zoom, however a decision was not made due to the requirement to wait 24 hours for written comments. The request is that the Commissioners make a decision to approve or deny the request and provide a consistency statement.

At the January 19th meeting the Planning Board requested that staff submit a rezoning request for this parcel to add continuity to the 500 block of Cedar Street regarding the zoning of Mixed Use. Per the Boards request staff is submitting 502 Cedar Street for rezoning from TR to CS-MU.

At their February 15, 2021 meeting the Planning Board recommended unanimously to rezone 502 Cedar Street from TR to CS-MU.

REQUESTED ACTION:

Make a decision to approve or deny the request and provide a consistency statement.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Garner, AICP

Planning & Inspections Director

Staff Report

To: Mayor & Board of Commissioners
From: Kyle Garner, AICP

Date: 2/15/2021
Meeting Date: 3/8/2021

Case Number 21-03

Summary of Request: Rezone one lot totaling 15,143sq.ft. at 502 Cedar Street from TR to CS-MU.

Background

Location(s) & PIN	730618215164000 (See Attached Map)
Owners **Applicant**	Amy Johnson-Ferdinand Town of Beaufort – Staff Initiated
Current Zoning	TR Zoning
Lot(s) Size & Conformity Status	15,143 Sq. ft. Total (based on GIS data) conforming parcel
Existing Land Use	Commercial – Bail Bond Business
CAMA Future Land Use Map Amendment Required	Public & Institutional ☐ Yes ☒ No
Adjoining Land Use & Zoning	**North** See Attached Zoning Map of Area **South** See Attached Zoning Map of Area **East** See Attached Zoning Map of Area **West** See Attached Zoning Map of Area
Special Flood Hazard Area	☐ Yes ☒ No
Public Utilities	
Water	☒ Available ☐ Not Available
Sewer	☒ Available ☐ Not Available
Additional Information	See Staff Comments
Requested Action	• Conduct Public Hearing to: • Approve the request; Deny the request; or Recommend a more restrictive zoning district. • Provide a consistency statement addressing the requested zoning amendment and the future land use plan.

Staff Comments

At the January 19th meeting the Planning Board requested that staff submit a rezoning request for this parcel to add continuity to the 500 block of Cedar Street regarding the zoning of Mixed Use. Per the Boards request staff is submitting 502 Cedar Street for rezoning from TR to CS-MU.

At their February 15, 2021 meeting the Planning Board recommended unanimously to rezone 502 Cedar Street from TR to CS-MU.

This rezoning is **consistent** (see info below) with the existing CAMA Land Use Plan and thus will not require an amendment.

In accordance with **NCGS § 160A-383**, the consistency statement must include one of the following:

- A statement recommending approval of the zoning amendment and describing its consistency with the CAMA Core Land Use Plan
- A statement recommending denial of the zoning amendment and describing its inconsistency with the CAMA Core Land Use Plan
- A statement recommending approval of the zoning amendment containing the following:
    - Declaration that the approval is also deemed an amendment to the CAMA Core Land Use Plan
    - An explanation of the change in conditions the board took into consideration when recommending approval

CAMA Core Land Use Plan – Future Land Use Classifications

C. Mixed Use Classification

The Mixed Use classification encompasses approximately 1.3 square miles (826 acres) or 17.4 percent of the total land area. The properties classified as Mixed Use are located adjacent to Town Creek (2 sites), at the former Beaufort Elementary School site, adjacent to the Cedar Street-Carteret Avenue area, and along Lennoxville Road at the site of the Atlantic Veneer Corporation and Beaufort Fisheries Industries.

The Mixed Use classification is intended to delineate areas where there is potential to redevelop the existing properties and adjoining vacant land, particularly for multiple land uses. The North Carolina Maritime Museum has proposed expanding the Maritime Museum to a portion of the Mixed Use-designated area located on the north side of Town Creek. An associated maritime village has also been proposed for this site. Mixed residential and commercial uses, including marine uses along waterfront areas, have potential at the other Mixed Use-designated sites.

The Cedar Street corridor is anticipated, with the proposed relocation of US Highway 70, to redevelop from a general commercial area into more of an office, light retail, professional services, institutional, and residential area.

The anticipated residential density within this classification ranges from medium to high density. Multifamily densities are consistent with the current requirements of the Town's zoning ordinance which allows a density range of up to 16 dwellings per acre for planned developments. Residential

building types encouraged within this classification include single-family attached dwellings, condominiums, cluster developments, and multifamily dwellings. Commercial uses include a variety of retail, office, business services, and personal services. Minimum lot sizes are generally dependent upon the specific nature and characteristics of the land use but typically range from 2,750 to 20,000 square feet for residential land uses and 3,000 to 8,000 square feet for nonresidential land uses. Maximum floor area ratios for nonresidential land uses range from 0.57 to 2.13. Land uses within the Mixed Use designated areas are generally compatible with B-1, General Business; B-3, Marina Business; O & I, Office and Institutional; RMF, Multifamily Residential; and PUD, Planned Unit Development Zoning Districts. Public water and sewer service is needed to support the land uses characteristic of this classification. Streets with the capacity to accommodate higher traffic volume are necessary to support the intensity of development expected within the Mixed Use Classification.

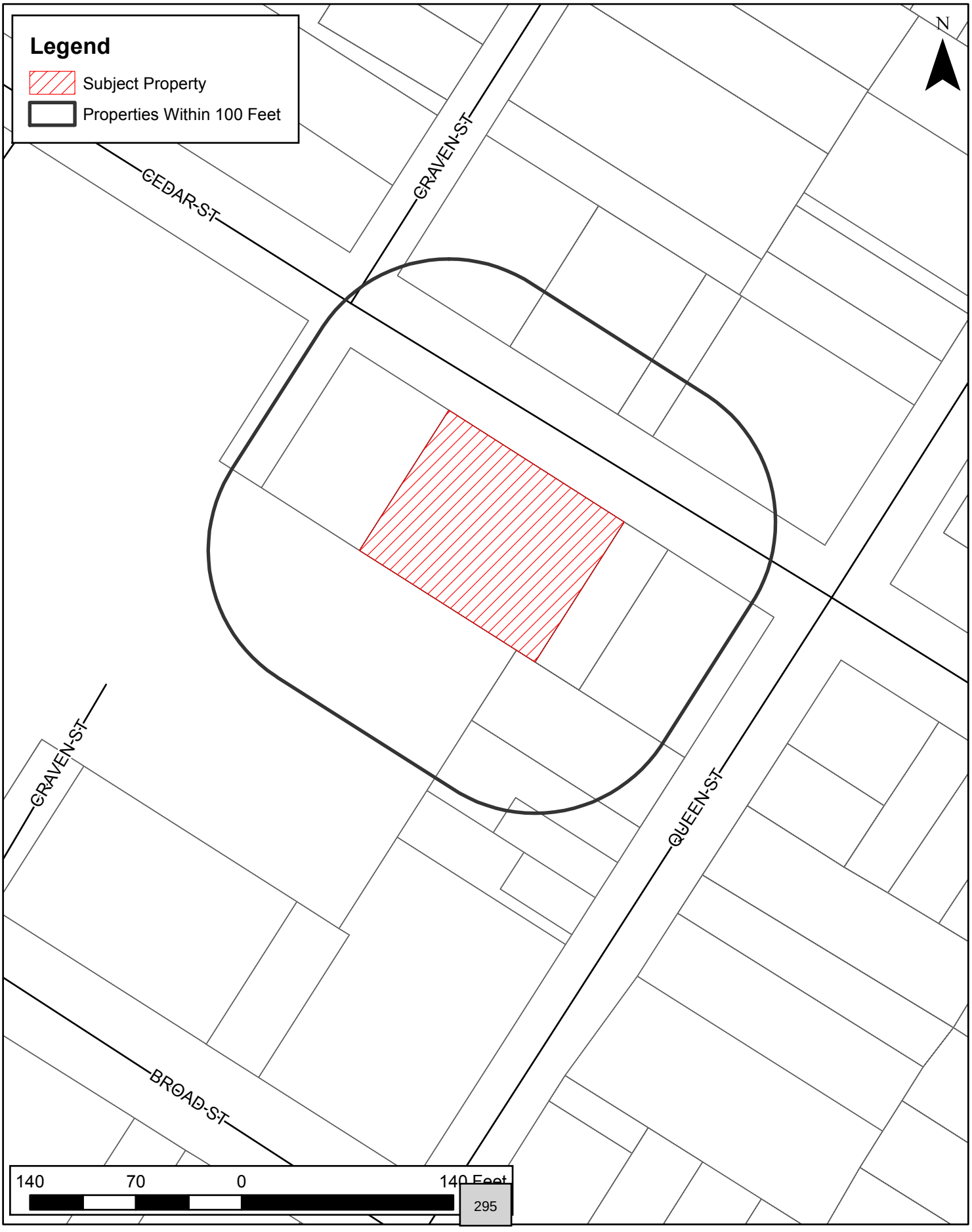
The Town's goals and policies support the use of land in Mixed Use-classified areas for a range of uses where adequate public utilities and streets are available or can be upgraded to support the intensity of development encouraged in this classification. Public and institutional land uses that support and that are compatible with this type of mixed development are also encouraged.

While the Mixed Use areas are expected to accommodate future growth and development, they may or may not actually be developed during the planning period. Critical factors that will determine the development potential of these areas include market demand and the provision of the necessary support infrastructure (particularly public water and sewer utilities). Consequently, the development potential of the some of the lands within the Mixed Use areas may be more long-term than short-term. In order to permit the type of mixed use development envisioned in this classification, the Town of Beaufort may have to prepare amendments to its existing zoning ordinance and subdivision ordinance to establish specific conditions and standards for such mixed use development.

Attachments:
Attachment B - Vicinity Map with 100 Foot Notification Boundary
Attachment C - Zoning Map with Adjacent Land Uses
Attachment D – Owners within 100 feet - Notified
Attachment E - TR & CS-MU Zone Information with Use Table
Attachment F - "Draft Ordinance with Consistency Statement"

Vicinity Map

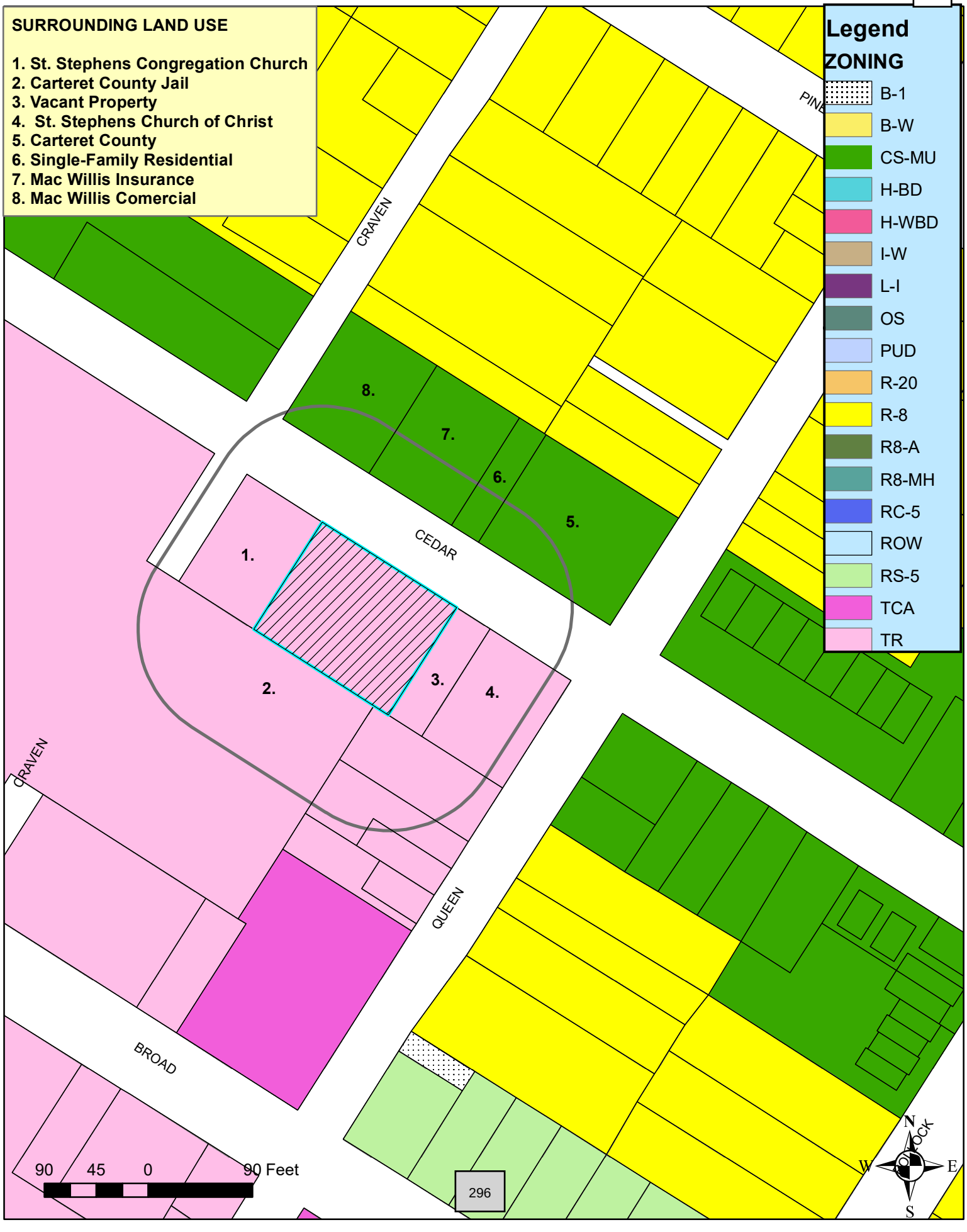
Case No. 21-03



01252021

Rezoning - Case 21-03 - 502 Cedar Street - Fromt TR to CS-MU

Attachment 4.



OWNER	MAIL ADDRESS	CITY, STATE, ZIP
WILLIS,MAURICE M	PO BOX 266	BEAUFORT NC 28516
FIRST RUNG PROPERTIES LLC	304 ORANGE STREET	BEAUFORT NC 28516
CARTERET COUNTY	302 COURTHOUSE SQUAR	BEAUFORT NC 28516
ST STEPHENS CONGREGATION CHURC	314 CRAVEN STREET	BEAUFORT NC 28516
JOHNSON-FERDINAND,AMY V	18 NYMPH RD	WEST ORANGE NJ 07052
OWENS,NELSON N ETUX PATRICIA A	723 COMET DRIVE	BEAUFORT NC 28516
ST STEPHENS CHURCH OF CHRIST	500 CEDAR STREET	BEAUFORT NC 28516
QUEEN ST PROPERTIES OF BFT LLC	PO BOX 643	MT PLEASANT SC 29465

B) ***Transitional District (TR).***

The intent of this district is to serve as a transition between residential and more intensive districts. This includes residential and commercial uses with a low noise and traffic impact which would generally be considered compatible with a residential area which may or may not have buffering requirements as documented in section 19 of this Ordinance. Uses in this district which require potable water or sanitary sewer must be connected to both municipal water and municipal sewer.

1) Minimum Lot Size.
All lots in the TR district shall be a minimum of eight thousand square feet (8,000 ft^2).

2) Minimum Lot Width.
All lots in the TR district shall have a minimum lot width of sixty feet (60') at the minimum building line.

3) Building Setback and Building Height Requirements and Limitations.
Subject to the exceptions allowed in this Ordinance, each structure on a lot in this zoning district shall be set back from the boundary lines of the lot at least the distances provided in the tables set forth in this section. The building height limitation in this district is provided in the tables set forth in this section.

Table 8-4 Lot Requirements

District	*Front Setback (Right-of-Way)*	*Rear Setback*	*Side Setbacks*	*Building Height Limitation*
TR	25 feet	25 feet	15 feet	35 feet

Table 8-5 Other Lot Requirements

District	*Front Setback (Right-of-Way)*	*Rear Setback*	*Side Setbacks*	*Building Height Limitation*
TR	25 feet	25 feet	8 feet	35 feet

4) Accessory Building Setback Requirements.
All accessory buildings must comply with the lot setback requirements as set forth in section 2-F, section 6, section 15, and all other sections of this Ordinance.

5) Permitted Uses.

Antenna Co-Location on Existing Tower
Assisted Living
Athletic Field, Public
Bed & Breakfast
Carport
Club, Lodge, or Hall
Commercial Indoor Recreational Facility
Community Garden
Dock
Dormitory
Dwelling, Single-Family
Garage, Private Detached
Government/Non-Profit Owned/ Operated Facilities & Services
Group Home
Home Occupation
Library
Mixed Use
Mortuary/Funeral Home/ Crematorium

Neighborhood Recreation Center Indoor/Outdoor, Private
Neighborhood Recreation Center, Public
Nursing Home
Office: Business, Professional, or Medical
Park, Public
Personal Service Establishment
Public Safety Station
Public Utility Facility
Religious Institution
Resource Conservation Area
Restaurant with Indoor Operation
Shed
Signs, Commercial Free-Standing
Swimming Pool (Personal Use)
Temporary Construction Trailer
Utility Minor
Vehicle Charging Station

6) Special Uses (*Special Uses* text may be found in section 20 of this Ordinance).

Accessory Dwelling Unit
Aquaculture
Financial Institution
Cemetery/Graveyard
Concealed (Stealth) Antennae & Towers
Day Care Center
Day Care/Child Care Home
Dwelling, Duplex
Golf Course, Privately Owned
Golf Driving Range
Hotel or Motel
Kennel, Indoor/Outdoor Operation
Marina
Museum
Other Freestanding Towers
Outdoor Amphitheater, Public
Parking Lot
Preschool
Produce Stand/Farmers' Market
Retail Store
Satellite Dish Antenna
School, K-12
School, Post-Secondary
Tavern/Bar/ Pub with Indoor Operation
Utility Facility

D) ***Cedar Street Mixed-Use Zoning District (CS-MU)***

1) Purpose.
The purpose of this district is to protect, enhance and guide the redevelopment of the Cedar Street corridor by reducing visual clutter through the implementation of commercial design standards and selecting the appropriate type of uses for this district. These standards are designed to improve the aesthetics, traffic congestion and provide for a solid and vibrant tax base as well as promote the public health, safety and welfare of the town.

2) Adoption.
The Cedar Street Mixed Use Zoning District (CS-MU) for the Town of Beaufort, as set forth on a map so entitled and dated 07/08/2019, is hereby adopted by reference as an element of the *Land Development Ordinance* hereafter known as the *LDO*, and the Official Zoning Map of the Town of Beaufort.

3) Permitted Uses.
The uses listed here, with the exception of single-family residential uses, shall be subject to the Development Standards listed below.

Convenience Store
Dwelling, Single-family
Dwelling, Multi-family
Financial Institution
Hotel or Motel
Mixed Use
Office, Business, Professional, or Medical*
Outdoor Retail Display/Sales
Park, Public
Personal Service Establishment
Produce Stand/Farmers' Market
Public Utility Facility
Religious Institution
Restaurant with Indoor & Outdoor Operations
Retail Store
Utility Minor

*Includes Government Offices

4) Special Uses (*Special Use Requirements* may be found in Section 20 of the *LDO*).
Any commercial use which results in a structure or combination of structures with over 15,000 square feet.
Microbrewery
Tavern/Bar/Pub with Indoor Operation

5) Prohibited Uses.
Any use not listed in subsections 3 & 4 of this section is prohibited.Development Standards.
a) Design Criteria.
The intent of the following design criteria is to maintain and strengthen the unique character of Cedar Street by ensuring new development projects are architecturally compatible with the characteristics of the community. These characteristics include building forms, proportions, treatments, exterior materials, and architectural styles. It is intended that front elevations and overall massing of new structures shall be of human scale and related to the street. All design criteria will be reviewed and approved by Town Staff.

It is not the intent for new structures to closely duplicate existing historic structures. The intent is for new structures to include elements in ways which achieve a design compatible with and complementary to the historic character of the Town.

b) Site Plan Submission.
A detailed site plan, meeting all N.C. State Building Codes and Town Ordinances, shall be required for all commercial and mixed-use development within this zoning district.

c) Signage. Whenever the regulations made under the authority of this section are in conflict with any other provisions of this ordinance, the restrictions of this section shall supersede.
   i) Only attached wall or projecting type signs made of wood or substitute materials which have the appearance of wood are permitted.
   ii) The use of internally lit, flashing or free-standing signs of any kind is prohibited.
   iii) Subject to the provisions of this section, the maximum sign surface area permitted in this district shall not be more than 0.75 square feet per linear foot of total lot frontage.

d) Landscaping.
Any new commercial site plan with on-site parking shall provide a detailed landscape plan identifying all shrub and tree types as well as the number of such trees and shrubs as per section 14 and 19 of the *LDO*. Additionally if developing adjacent to a different type of land use, a screening and buffering plan shall also be required.

e) Exterior Siding Materials (Commercial & Mixed-Use Structures Only).
The primary siding material constituting a minimum of eighty percent (80%) of the exterior shall be one or a combination of two of the following materials:
   i) Brick;
   ii) Stone: Natural, Limestone or Granite;
   iii) Fiber Cement (Lap or Board & Batten Siding); and/or,
   iv) Treated Wood excluding plywood (Board & Batten or Clapboard Design only)
   v) Cedar Shake
   vi) Other materials or combinations thereof can be submitted to the Planning Board and Board of Commissioners for consideration. Detailed elevation drawings and product specifications shall be required.

f) Outside Walls (Commercial & Mixed-Use Structures Only).
   i) The total area of glass, windows, and/or any similar transparent areas for any side of a commercial structure shall not exceed thirty-five percent (35%) of the surface area for such side of the building, and must be positioned uniformly along the face of the structure. This percentage may be increased if it needs to meet the state fire code.

ii) Each exterior wall of a building viewable from any public or private right-of-way shall incorporate architectural design features to create a visual break at least every one hundred feet (100') along the exterior wall in order to avoid a box like appearance. All plans for exterior walls shall be approved by the Board of Commissioners as part of the site plan approval process.

f) Roof Forms. (Commercial & Mixed-Use Structures Only)
   i) The dominant shape of roof forms shall be gabled, hipped or parapet. If pitched, the minimum pitch shall be five over twelve (5/12).
   ii) All roof top mounted equipment shall be fully screened from view and the method of screening shall be integrated into the overall building design, for example within or behind pitched roofs. Hipped or gabled roofs with a mechanical element will not be considered mansard roofs when the roof appears to be a true hipped or gabled roof design.

g) Driveway Limitations. (Commercial & Mixed-Use Structures With Onsite Parking Only)
   i) Two driveways entering the same street from a single lot shall only be permitted if the minimum distance between the closest edges of the driveways equals to or exceeds one hundred feet (100').
   ii) In no case shall the total width of all driveways exceed fifty percent (50%) of the total property frontage.
   iii) No driveway shall be located within a hundred feet (100') of an intersection except in cases where no other access to a public street is available.

h) Parking Requirements.
   i) Mixed use, multi-family and single-family lots shall provide 1.5 onsite parking spaces/unit;
   ii) Commercial lots with an area less than 5000 ft^2 have no requirements for onsite parking; and,
   iii) Commercial lots with an area more than 5000 ft^2 shall provide 1 onsite parking space for every 600 ft^2 of gross floor area.

i) Exterior Elevation Drawings. (Commercial & Mixed-Use Structures Only)
   Exterior elevation drawings shall be submitted to determine the visual break of exterior walls for the structure or structures.

6) Minimum Lot Size.
   The Cedar Street Mixed-Use Zoning District will not have a minimum lot size.

7) Minimum Lot Width.
   No minimum lot width is required in the Cedar Street Mixed-Use Zoning District at the minimum building line.

8) Building Setback and Building Height Requirements and Limitations.
Subject to the exemptions of this Ordinance, each structure on said lot in this zoning district shall be set back from the boundary line of the lot at least the distance provided in the tables set forth in this section. The building height limitation in this district is also provided in the tables of this section.

Table 8-6 Single Family Detached Setback Requirements

District	*Cedar Street Front Setback (Right-of-Way)*	*Rear Setback*	*Side Setback*	*Building Height Limitation*
	15 feet minimum	25 feet	8 feet	40 feet
	20 feet maximum	25 feet	8 feet	40 feet

Table 8-7 Corner Lot and Interior Lot Requirements for Commercial and Mixed Use

District	*Cedar Street Front Setback (Right-of-Way)*	*Designated Side (Right-of-Way) Setback*	*Rear Setback*	*Side Setback*	*Building Height Limitation*
	10 feet minimum	0 feet	20 feet	0 feet	40 feet
	20 feet maximum	0 feet	20 feet	0 feet	40 feet

Table 8-8 Transitional Zoning District Table of Uses

Land Development Ordinance Uses		TCA	TR	PUD	CS-MU
Residential Uses					
Group Living	Assisted Living	P	P	S	
	Dormitory	P	P	S	
	Group Home	P	P	S	
	Nursing Home	P	P	S	
Household Living	Accessory Dwelling Unit		S	S	
	Dwelling, Duplex/Townhome	P	S	S	
	Dwelling, Multi-Family	P		S	P
	Dwelling, Single-Family	S	P	S	P
	Manufactured Home			S	
	Manufactured Home Park			S	
	Recreational Vehicle Park			S	
Mixed Uses					
	Mixed Use	S	P	S	P
Public/Institutional Uses					
Aviation	Airport/Landing Strip			S	
Cemeteries/ Graveyards	Cemetery/Graveyard		S	S	
Cultural Facilities	Library		P	S	
	Museum		S	S	
Day Care	Day Care Center		S	S	
	Day Care/Child Care Home		S	S	
Government Services	Government/Non-Profit Owned/ Operated Facilities & Services	P	P	S	
	Public Safety Station	P	P	S	
	Public Utility Facility	P	P	S	P
Hospitals	Hospital			S	
Park and Athletic Fields, Public Use	Athletic Field, Public			S	
	Community Garden	P	P	S	
	Neighborhood Recreation Center, Public	P	P	S	
	Outdoor Amphitheater, Public	S	S	S	
	Park, Public	P	P	S	P
	Resource Conservation Area	P	P	S	
Religious Uses	Religious Institution	S	P	S	P
Educational Uses	Preschool	S	S	S	
	School, K-12		S	S	
	School, Post-Secondary	S	S	S	
Non-Governmental Facilities	Transportation Facility	S		S	
	Utility Facility	S	S	S	P
	Utility Minor	P	P	S	P
Agricultural Uses	Agritourism			S	
	Aquaculture		S	S	
	Farming, General			S	
	Forestry			S	
	Produce Stand/Farmers' Market		S	S	P

Permitted Use **Special Use**

Table 8-8 Transitional Zoning District Table of Uses

Land Development Ordinance Uses		TCA	TR	PUD	CS-MU
Commercial Uses					
Animal Services	Kennel, Indoor Operation Only		S	S	
	Kennel, Indoor/Outdoor Operation			S	
Assembly	Club, Lodge, or Hall		P	S	
Financial Institutions	Financial Institution		S	S	P
Food and Beverage Services	Microbrewery			S	S
	Restaurant, with Drive-Thru Service	S		S	
	Restaurant, with Indoor Operation	S	P	S	P
	Restaurant, with Outdoor Operation	S		S	P
	Tavern/Bar/Pub with Indoor Operation	S	S	S	S
	Tavern/Bar/Pub with Outdoor Operation	S		S	
Offices	Office: Business, Professional, or Medical		P	S	P
	Office: Small Business				
Public Accommodations	Bed & Breakfast		P	S	
	Hotel or Motel	S	S	S	P
Indoor Recreation & Entertainment, Privately Owned	Adult Entertainment			S	
	Amusement Establishment			S	
	Commercial Indoor Recreation Facility		P	S	
	Neighborhood Recreation Center Indoor/ Outdoor, Private	P	P	S	
	Pool Hall or Billiard Hall			S	
	Theater, Large			S	
	Theater, Small	S		S	
Outdoor Recreation & Entertainment, Privately Owned	Athletic Field, Private			S	
	Commercial Outdoor Amphitheater			S	
	Commercial, Outdoor Recreation Facility			S	
	Golf Course, Privately-Owned		S	S	
	Golf Driving Range		S	S	
	Motor Vehicle Raceway			S	
Retail Sales and Services	Adult-Oriented Retail Establishment			S	
	Convenience Store			S	P
	Mortuary/Funeral Home/ Crematorium		P	S	
	Liquor Store			S	
	Personal Service Establishment	S	P	S	P
	Retail Store	S	S	S	P
Vehicle Storage Facilities	Dry Boat Storage			S	
	Marina	S	S	S	
	Parking Lot		S	S	
	Parking Structure			S	

Permitted Use **Special Use**

Table 8-8 Transitional Zoning District Table of Uses

Land Development Ordinance Uses		TCA	TR	PUD	CS-MU
Vehicles and Equipment Facilities	Boat Sales/Rental			S	
	Car Wash			S	
	Gas/Service Station			S	
	Heavy Equipment Sales/Rental			S	
	Heavy Vehicle Repair			S	
	Moped/Golf Cart Sales/Rental			S	
	Motor Vehicle Sales/Rental			S	
	Towing & Vehicle Storage			S	
	Vehicle Service			S	
Industrial Uses					
Industrial Service Uses	General Industrial Service			S	
Manufacturing and Production Uses	Manufacturing, Heavy			S	
	Manufacturing, Light			S	
	Resource Extraction			S	
Telecommunications Facilities	Antenna Co-Location on Existing Tower	P	P	S	
	Concealed (Stealth) Antennae & Towers	P	S	S	
	Other Building-Mounted Antennae & Towers			S	
	Other Freestanding Towers		S	S	
Warehouse and Freight Movement Uses	Commercial Waterfront Facility			S	
	Hazardous Material Storage			S	
	Mini-Storage			S	
	Outdoor Storage			S	
	Warehousing and Distribution Establishment			S	
	Wholesale Establishment			S	
Waste-Related Uses	Recycling & Salvage Operation			S	
Accessory Uses and Structures					
Accessory Uses	Carport	P	P	S	
	Dock	P	P	S	
	Garage, Private Detached	P	P	S	
	Home Occupation	P	P	S	
	Outdoor Retail Display/Sales			S	P
	Satellite Dish Antenna		S	S	
	Shed	P	P	S	
	Signs, Commercial Free- Standing	P	P	S	
	Swimming Pool (Personal Use)		P	S	
	Temporary Construction Trailer	P	P	S	
	Vehicle Charging Station	P	P	S	

Permitted Use **Special Use**

BEAUFORT BOARD OF COMMISSIONERS
AN ORDINANCE TO REZONE 508 & 510 Cedar Street FROM TR to CS-MU
ORDINANCE NO. 21-__

Applicant:	Town of Beaufort Staff
Location:	502 Cedar Street
Parcel ID:	730618215164000
Lot Size:	15,143 Sq. ft. Total (based on GIS data)
Existing District:	TR (Transitional)
Meeting Date:	March 8, 2021
Requested District:	CS-MU – Cedar Street – Mixed Use

WHEREAS, the Town of Beaufort Planning Staff has submitted a request to rezone the above referenced property to CS-MU; and

WHEREAS, the Beaufort Planning Board has convened to consider and prepare a recommendation and consistency statement on the request at its meeting on February 15, 2021, at which time the Planning Board recommended approval of the request; and

WHERAS, the Beaufort Board of Commissioners conducted a public hearing on March 8, 2021 at which time the applicant and/or applicant's representative was given the opportunity to present arguments, and Town staff was given the opportunity to comment on the application; and

WHEREAS, the Town Board of Commissioners has made the following findings and conclusions:

1. The request is consistent with surrounding land use patterns and zoning in the area.
2. The proposed zoning of CS-MU is consistent with the spirit and intent of the ordinance and the CAMA Core Land Use Plan.

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Board of Commissioners on the basis of the foregoing findings and conclusions that the request to rezone 502 Cedar Street to CS-MU is approved and the Town's Zoning Map is amended accordingly.

Enacted on motion of Commissioner _____ and carried on a vote of ___ in favor and ___ against.

This, the th day of March 2021

TOWN OF BEAUFORT

_____
Everette (Rett) Newton, Mayor

_____
Allen Coleman, Town Clerk

Town of Beaufort, NC

Board of Commissioners
Virtual Work Session
4:00 PM – Monday, March 22, 2021

AGENDA CATEGORY: Discussion and Consideration

SUBJECT: Request to Rezone 823 West Beaufort Road from R-8 to B-1 Case No. 21-04.

BRIEF SUMMARY:

The Board of Commissioners conducted a public hearing at the March 8th Regular Meeting. Public comments were accepted for 24-hours following the hearing; there were none.

Janine Facciola is requesting to rezone 823 West Beaufort Road from R-8 Residential to B-1 General Business District.

The Planning Board reviewed the request at the February 15, 2021 meeting and found the request consistent with the CAMA Future Land Use Map. 5/5 members present unanimously recommended approval of the request.

REQUESTED ACTION:

Vote to approve or deny the request and provide a consistency statement.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kate Allen, Town Planner

BUDGET AMENDMENT REQUIRED:

N/A

Staff Report

To: Board of Commissioners
From: Kate Allen

Date: 2/16/2021
Meeting Date: 2/22/2021

Case Number 21-04

Summary of Request: Request to Rezone 823 West Beaufort Road from R-8 Residential to B-1 General Business District

Background

Location(s) & PIN 823 West Beaufort Road (PIN 730615634587000)

Owner Alan & Janice Cheek
Applicant Janine Facciola

Current Zoning R-8 Residential

Lot(s) Size & Conformity Status 0.474 acres or 20,647 ft^2
Conforming Lot of Record
Road Frontage – West Beaufort Road 100'

Existing Land Use Residential

CAMA Future Land Use Map
Amendment Required ☐ Yes ☒ No General Commercial

Adjoining Land Use & Zoning
North R-8; Residential (Apartments)
South B-1; Commercial
East B-1; Commercial (Ace Hardware, Rolands)
West R-8; Residential (Apartments)

Special Flood Hazard Area ☒ Yes ☐ No 0.2% Annual Chance Flood Hazard

Public Utilities
Water ☒ Available ☐ Not Available
Sewer ☒ Available ☐ Not Available

Additional Information See Staff Comments

Requested Action
February 22, 2021: Set date for public hearing
March 8, 2021: Conduct public hearing; set date for final determination following 24-hour public comment period
March 22, 2021: Review public comments and make final determination

Staff Comments

The subject property is an existing conforming lot of record. The existing residential structure is an existing conforming structure. The accessory structure appears to be conforming, but a survey would be required to verify side and rear setbacks.

The Planning Board reviewed the request at the February 15, 2021 meeting. The Board found the request consistent with the CAMA Future Land Use Map and 5/5 members present recommended approval of the request.

Additional Information

The current **R-8 Residential District Standards**

		Setbacks	
Minimum Lot Size	8,000 Square Feet	Front	25 Feet
Minimum Lot Width	60 Feet	Rear	25 Feet
Maximum Building Height	40 Feet	Side	8 Feet
		Side (ROW)	20 Feet

The requested **B-1 General Business District Standards**

		Setbacks	
Minimum Lot Size	5,000 ft^2	Front	30 Feet
Minimum Lot Width	60 Feet	Rear	15 Feet
Maximum Building Height	40 Feet	Side	15 Feet

CAMA Core Land Use Plan – Future Land Use Classifications

Current: General Commercial

The General Commercial classification is intended to delineate lands that can accommodate a wide range of retail, wholesale, office, business services, and personal services. Areas classified as General Commercial may also include some heavy commercial uses as well as intensive public and institutional land uses. Minimum lot sizes typically range from 5,000 to 8,000 square feet unless a larger minimum lot area is required by the health department for land uses utilizing septic systems. Maximum floor area ratios (the total building floor area divided by the total lot area) range from 0.57 to 0.83. Land uses within General Commercial-designated areas are generally compatible with the B-1, General Business; B-W, Business Waterfront; and the TR, Transitional Zoning Districts. Public water service is needed to support the land uses characteristic of this classification. Public sewer service is needed to support the most intensive commercial uses. Streets with the capacity to accommodate higher traffic volumes are necessary to support commercial development.

Attachments:

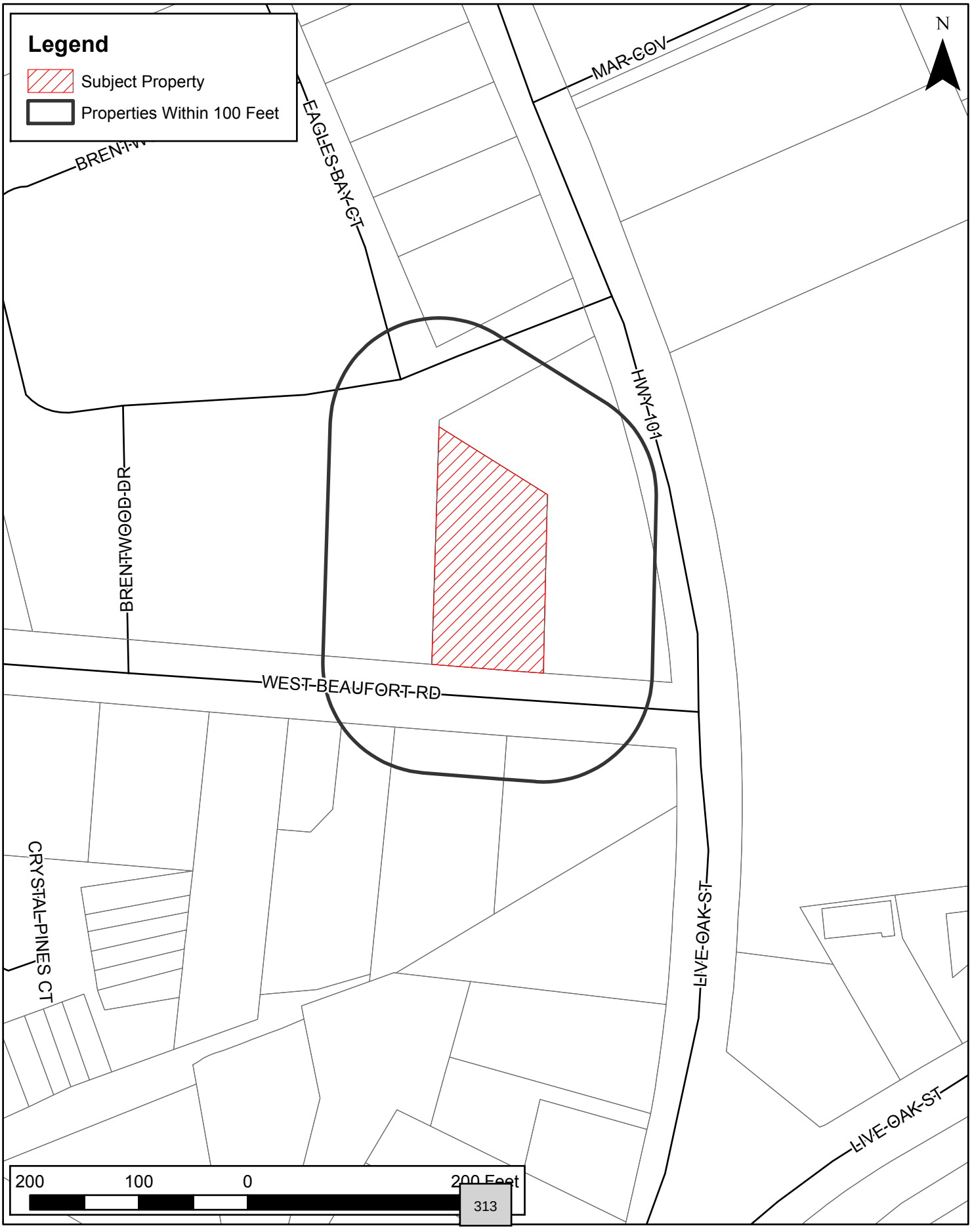
1. Property Owners Within 100 Feet
2. Vicinity Map
3. Aerial Map
4. Current Zoning Map
5. Future Land Use Map
6. LDO Excerpts – R-8 Residential District
7. LDO Excerpts – B-1 General Business District
8. Application as Submitted
9. Ordinance Amending Zoning Map

CASE NO. 21-04. PROPERTY OWNERS WITHIN 100 FEET

OWNER	MAIL ADDRESS	CITY, STATE, ZIP
BOGUE SOUND APARTMENTS D/B/A	PO BOX 395	JAMESTOWN NC 27282
MILLER, PAMELAJO ETAL MILLER JR	177 HIGHWAY 101	BEAUFORT NC 28516
CARTERET PRIDE CARWASH LLC	5235 WEBB COURT; C/O JC	MOREHEAD CITY NC 28557
CHEEK, ALAN MARVIN ETUX JANICE	802 WEST BEAUFORT ROA	BEAUFORT NC 28516
BISHOP, CINDY LYNN ETAL MERLE B	810 W BEAUFORT RD	BEAUFORT NC 28516
OWENS, NELSON N ETUX PATRICIA A	723 COMET DRIVE	BEAUFORT NC 28516
RICH, KEVIN CLINTON ETUX AMY	820 WEST BEAUFORT RD	BEAUFORT NC 28516
OWENS, THOMAS	109 SHERWOOD BLVD	BEAUFORT NC 28516
JANINE FACCIOLA	115 WINDY OAKS LANE	BEAUFORT NC 28516

Case No. 20-04

Vicinity Map



01252021

Aerial

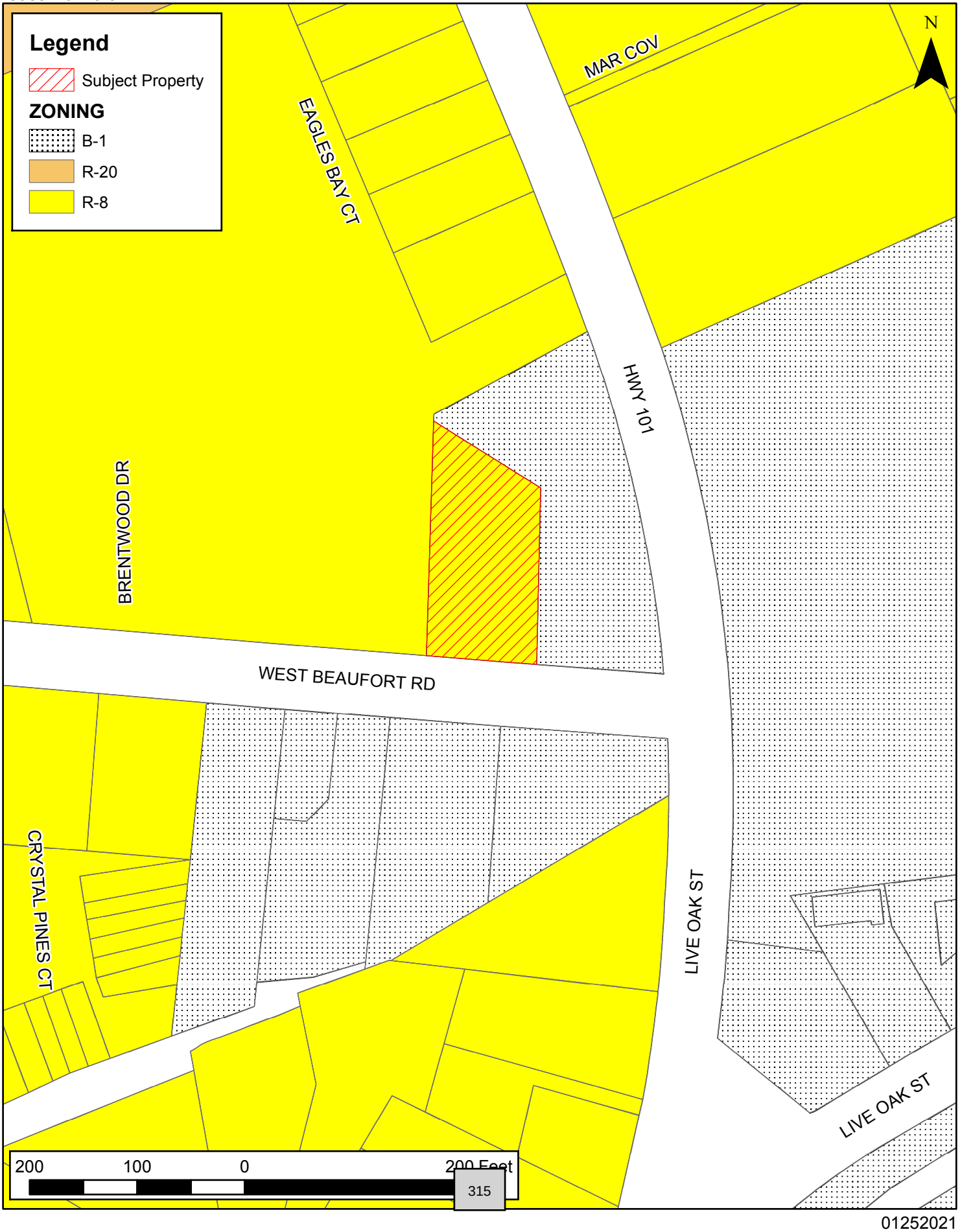
Case No. 20-04



01252021

Current Zoning Map

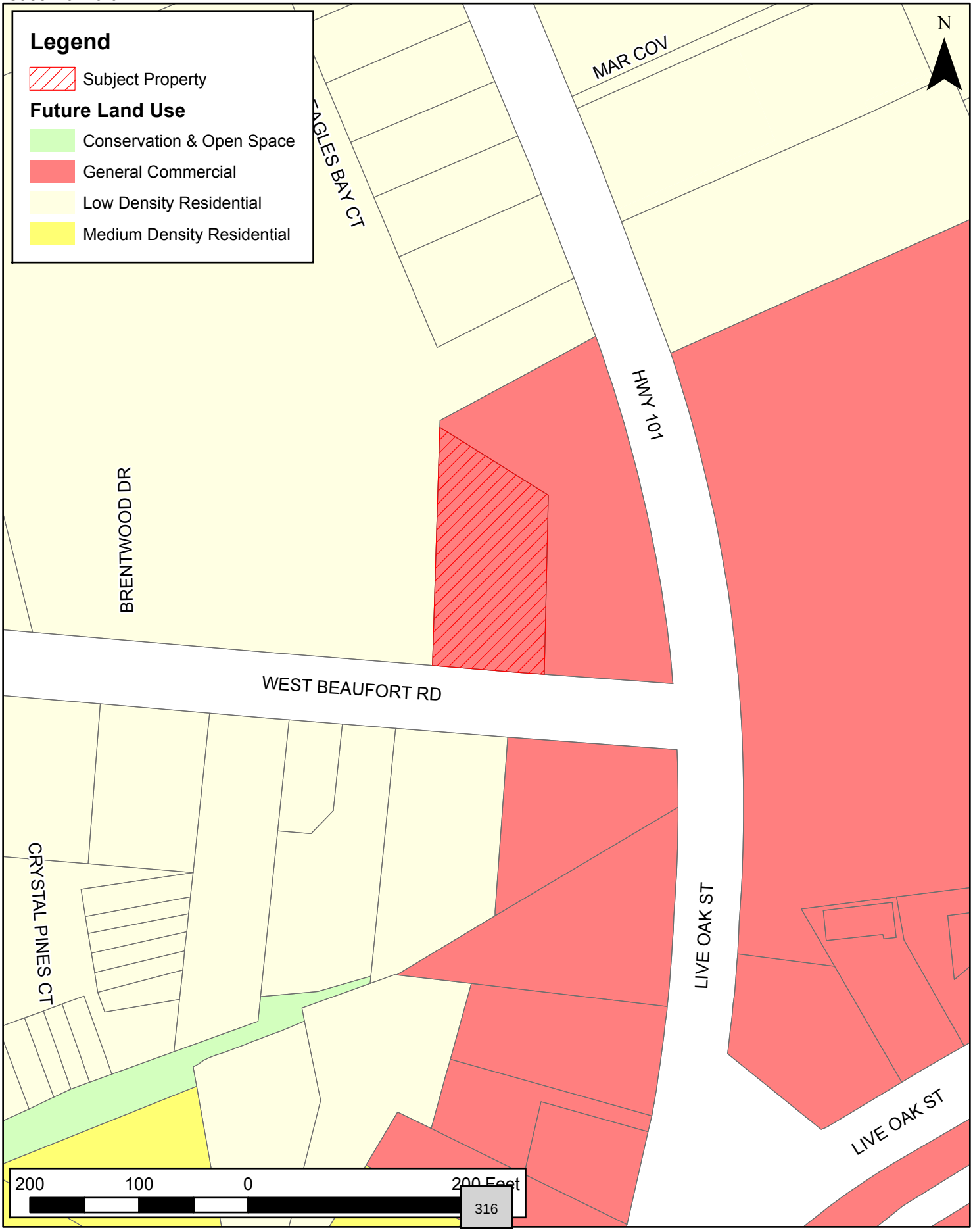
Case No. 20-04



01252021

Future Land Use Map

Case No. 20-04



01252021

C) ***R-8 Residential Medium Density District.***

This residential district is established as a medium density district in which the principle use of the land is for single-family dwelling units. The regulations of this district are intended to provide areas of the community for those persons desiring residences in relatively medium density areas. No buildings, houses, or structures, excepting noncommercial docks or piers as specified in section 2-H of this Ordinance, will be erected on the south side of Front Street in this district. Uses in this district which require potable water or sanitary sewer must be connected to both municipal water and municipal sewer.

1) Minimum Lot Size.

   All lots in the R-8 district shall be a minimum of eight thousand square feet (8,000 ft^2).

2) Minimum Lot Width.

   All lots in the R-8 district shall have a minimum lot width of sixty feet (60') at the minimum building line.

3) Building Setback and Building Height Requirements and Limitations.

   Subject to the exceptions allowed in this Ordinance, each structure on a lot in this zoning district shall be set back from the boundary lines of the lot at least the distances provided in the tables set forth in this section. The building height limitation in this district is provided in the tables set forth in this section.

Table 7-9 Interior Lot Requirements

District	*Front Setback (Right-of-Way)*	*Rear Setback*	*Side Setback*	*Building Height Limitation*
R-8	25 feet	25 feet	8 feet	35 feet

Table 7-10 Corner Lot Requirements

District	*Designated Front (Right-of-Way) Setback*	*Designated Side (Right-of-Way) Setback*	*Rear Setback*	*Side Setback*	*Building Height Limitation*
R-8	25 feet	20 feet	25 feet	8 feet	35 feet

Table 7-11 Double Frontage Lot Requirements

District	*Designated Front (Right-of-Way) Setback*	*Designated Rear (Right-of-Way) Setback*	*Side Setback*	*Building Height Limitation*
R-8	25 feet	15 feet	8 feet	35 feet

Where a lot extends across Front Street, the above setbacks shall apply to the portion of the lot north of Front Street. The docks or piers permitted on the south side of Front Street will be subject to an eight feet (8') side setback, or any more restrictive setback required by CAMA, or the regulations promulgated thereunder.

4) Accessory Building Setback Requirements.

   All accessory buildings must comply with the setback requirements as set forth in section 2-F of this Ordinance, section 6 of this Ordinance, section 15 of this Ordinance, and all sections of this Ordinance.

5) Permitted Uses.

Antenna Co-Location on Existing Tower
Athletic Field, Public
Carport
Community Garden
Dock
Dwelling, Single-Family
Garage, Private Detached
Government/Non-Profit Owned/ Operated Facilities & Services
Group Home
Home Occupation
Neighborhood Recreation Center, Indoor/Outdoor, Private
Neighborhood Recreation Center, Public
Park, Public
Public Utility Facility
Resource Conservation Area
Shed
Swimming Pool (Personal Use)
Temporary Construction Trailer
Utility Minor
Vehicle Charging Station

6) Special Uses (*Special Uses* text may be found in section 20 of this Ordinance).

Accessory Dwelling Unit
Athletic Field, Private
Bed & Breakfast
Cemetery/Graveyard
Club, Lodge, or Hall
Concealed (Stealth) Antennae & Towers
Day Care/Child Care Home
Golf Course, Privately-Owned
Golf Driving Range
Marina
Outdoor Amphitheater, Public
Preschool
Produce Stand/Farmers' Market
Public Safety Station
Religious Institution
Satellite Dish Antenna
School, Post-Secondary
Utility Facility

C) ***B-1 General Business District.***

The General Business District is established as the district in which a wide variety of sales and service facilities may be provided to the general public. This district will be located throughout the Town's planning jurisdiction.

1) Minimum Lot Size.
All lots in the B-1 district shall be a minimum of five thousand square feet (5,000 ft^2).

2) Minimum Lot Width.
All lots in the B-1 district shall have a minimum lot width of sixty feet (60') at the minimum building line.

3) Building Setback and Building Height Requirements and Limitations.
Subject to the exceptions allowed in this Ordinance, each structure on a lot in this zoning district shall be set back from the boundary lines of the lot at least the distances provided in the tables set forth in this section. The building height limitation in this district is provided in the tables set forth in this section.

Table 9-5 Lot Requirements

District	*Front Setback (Right-of-Way)*	*Rear Setback*	*Side Setback*	*Building Height Limitation*
B-1	30 feet	15 feet	15 feet	40 feet

4) Accessory Building Setback Requirements.
All accessory buildings must comply with the setback requirements as set forth in section 2-F of this Ordinance, section 6 of this Ordinance, section 15 of this Ordinance, and all sections of this Ordinance.

5) Permitted Uses.

Amusement Establishment
Antenna Co-Location on Existing Tower
Aquaculture
Assisted Living
Athletic Field, Public
Bed & Breakfast
Boat Sales/Rentals
Car Wash
Club, Lodge, or Hall
Commercial Indoor Recreation Facility
Community Garden
Concealed (Stealth) Antennae & Towers
Convenience Store
Day Care Center
Dock
Dry Boat Storage
Financial Institution
Government/Non-Profit Owned/ Operated Facilities & Services
Hospital
Hotel or Motel
Kennel, Indoor Operation Only
Library
Liquor Store
Moped/Golf Cart Sales/Rentals
Mortuary/Funeral Home/Crematorium
Motor Vehicle Sales/Rentals
Museum
Neighborhood Recreation Center, Public
Nursing Home
Office: Business, Professional, or Medical

Other Building-Mounted Antennae & Towers
Outdoor Retail Display/Sales
Park, Public
Parking Lot
Parking Structure
Personal Service Establishment
Pool Hall or Billiard Hall
Produce Stand/Farmers' Market
Public Safety Station
Public Utility Facility
Religious Institution
Resource Conservation Area
Restaurant with Drive-Thru Service
Restaurant with Indoor Operation
Retail Store
Satellite Dish Antenna
Signs, Commercial Free-Standing
Tavern/Bar/Pub with Indoor Operation
Temporary Construction Trailer
Theater, Small
Transportation Facility
Utility Minor
Vehicle Charging Station
Vehicle Service

6) Special Uses (*Special Uses* text may be found in section 20 of this Ordinance).

Adult-Oriented Retail Establishment
Commercial Outdoor Amphitheater
Commercial Outdoor Recreation Facility
Commercial Waterfront Facility
Gas/Service Station
Golf Driving Range
Hazardous Material Storage
Kennel, Indoor/Outdoor Operation
Manufacturing, Light
Marina
Microbrewery
Microdistillery
Mini-Storage
Mixed Use
Outdoor Amphitheater, Public
Outdoor Storage
Preschool
Restaurant with Outdoor Operation
School, K-12
School, Post-Secondary
Tavern/Bar/Pub with Outdoor Operation
Theater, Large
Utility Facility
Wholesale Establishment

Town of Beaufort
701 Front St. • P.O. Box 390 • Beaufort, N.C. 28516
252-728-2141 • 252-728-3982 fax
www.beaufortnc.org

APPLICATION FOR AN AMENDMENT TO THE BEAUFORT ZONING MAP

Instructions:
Please complete the application below, include all the required attachments and the **$300.00 for Rezoning request with no Land Use Plan Change** or **$400.00 for Rezoning Request with Land Use Plan Change** and return to the Beaufort Town Hall, 701 Front Street or P.O. Box 390, Beaufort, N.C., 28516. Incomplete applications will not be processed and **will be** returned to the applicant. Please contact Planning and Inspections at 252-728-2142 if there are any questions.

APPLICANT INFORMATION

Applicant Name: JANINE FACCIOLA
Applicant Address: 115 WINDY OAKS LN BEAUFORT NC 28516
Phone Number: 252 723 7031 Email: J9BEACH@LIVE.COM

Property Owner Name: DANIEL + JANINE FACCIOLA, MICHAEL + WENDY COCKRELL
Address of Property Owner: 115 Windy Oaks Ln
Phone Number: 252 723 7031 Email: J9BEACH@LIVE.COM

PROPERTY INFORMATION

Property Address: 823 WEST BEAUFORT RD BEAUFORT NC 28516
15-Digit PIN: 730615634587000 Lot/Block Number: _____
Size of Property (in square feet or acres): 20,647 square Feet
Current Zoning: R-8 Requested Zoning: B-1
Current Use of Property: ☐ Residential ☒ Vacant ☐ Commercial ☐ Other: _____

Applicant Signature — 1/5/21 Date of Applicant's Signature

Property Owner Signature (if different than applicant) — 1/5/21 Date of Owner's Signature

Janice Cheek 1/5/21

An application fee of **$300.00 for Rezoning request with no Land Use Plan Change** or **$400.00 for Rezoning Request with Land Use Plan Change**, either in cash, money order, or check made payable to the "Town of Beaufort," should accompany this application. Payments can be made in person on the day of submittal and at such time, a credit card can be used to make the payment. Credit card payments are subject to a 3% extra fee.

Re-Zoning Application Statements for amendment

1. 823 West Beaufort Road appears on future town maps as a B-1 property. I believe our request to have it rezoned from R-8 to B-1 would be consistent with the future plans of the Town of Beaufort, as well as, consistent with Beaufort Land Use Plan.
2. The zoning amendment we are requesting would offer a gathering place in an area surrounded by other businesses and residents. Fixing up this property and creating a business space will improve the area visibly and be a positive addition to the neighborhood.
3. We currently have 823 West Beaufort Road under contract. In process of creating an LLC under which we will own and run the business. There are four of us entering into this business together. The undersigned:

Janine Facciola

Danny Facciola

Mike Cockrell Michael C Cockrell

Wendy Cockrell Wendy C. Cockrell

We are all in agreement that our hopes to have this property rezoned.

Adjacent Properties to

823 West Beaufort Rd

Beaufort, NC 28516

Bogue Sound Apartments D/B/A

Jamestown NC 27282

402, 404 & 406 Brentwood Drive

Beaufort, NC 28516

1207, 1209 & 1211 West Beaufort Rd

Beaufort NC 28516

Carteret Pride Carwash LLC

151 Hwy 101

Beaufort, NC. 28516

Mailing address:

5235 Webb Court

Morehead City NC 28557

FILE # 1522080

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at the date and time and in the Book and Page shown on the first page hereof.

Jerry T. Hardesty, Register of Deeds
By _____
Asst. Deputy, Register of Deeds

FOR REGISTRATION REGISTER OF DEEDS
Jerry T. Hardesty
Carteret County, NC
October 07, 2015 09:43:59 AM
BWC DEED 3 P
FEE: $26.00
NC REVENUE STAMP: $160.00
FILE # 1522080

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $ 160.00

Parcel Identifier No. 730615634587000 Verified by _____ County on the ____ day of_____, 20__
By:_____

√ Mail/Box to: Richard L. Stanley, P.O. Box 150, Beaufort, NC 28516

This instrument was prepared by: Richard L. Stanley, 601 Cedar St., Ste F, Beaufort, NC 28516

Brief description for the Index:_____

THIS DEED made this 1st day of October, 2015 by and between

GRANTOR	GRANTEE
Robin W. Waddell widow 3105 Cromwell Court Clemmons, NC 27012	Alan Marvin Cheek and wife, Janice Sawyer Cheek 802 West Beaufort Road Beaufort, NC 28516

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Beaufort, _____ Township, CARTERET County, North Carolina and more particularly described as follows:

Exhibit A

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____ page _____.

All or a portion of the property herein conveyed ___ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book _____ page _____.

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010
Printed by Agreement with the NC Bar Association

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(3)

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions: Easements and restrictions of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

_____ (Entity Name)
By: _____
Print/Type Name & Title: _____

Robin W. Waddell (SEAL)
Print/Type Name: Robin W. Waddell

_____ (SEAL)
Print/Type Name: _____

By: _____
Print/Type Name & Title: _____

_____ (SEAL)
Print/Type Name: _____

By: _____
Print/Type Name & Title: _____

_____ (SEAL)
Print/Type Name: _____

State of North Carolina - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that Robin W. Waddell widow personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 1st day of October, 20 15.

KATHY CROSBY-TERRY NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires 09.29.18

My Commission Expires: 09.29.18
(Affix Seal)

Kathy Crosby-Terry
Kathy Crosby-Terry Notary Public
Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally came before me this day and acknowledged that _he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, __he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this ____ day of _____, 20___.

My Commission Expires: _____
(Affix Seal)

_____
_____ Notary Public
Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____.

Witness my hand and Notarial stamp or seal, this ____ day of _____, 20___.

My Commission Expires: _____
(Affix Seal)

_____
_____ Notary Public
Notary's Printed or Typed Name

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Printed by Agreement with the NC Bar Association

BOOK 1522 PAGE 80

Exhibit "A"

Lying and being in the Town of Beaufort, Carteret County, North Carolina, and beginning at a point in the northern margin of the West Beaufort Road which point is N. 78-14-15 W. 120.51 feet from the intersection of the northern right-of-way of the West Beaufort Road and the western right-of-way of N.C. Highway 101; and running thence from said point of beginning with the northern margin of the West Beaufort Road N. 78-14-15 W. 100 feet to a point, which point is the southeast corner of that tract owned by Bogue Sound Apartments; thence N. 9-11-25 E. 221.56 feet to a point; thence S. 50-13-25 E. 116.05 feet to a point; thence S. 9-11-25 W. 167 feet to the point of beginning.

BEAUFORT BOARD OF COMMISSIONERS
AN ORDINANCE TO REZONE 823 WEST BEAUFORT ROAD FROM R-8 to B-1
ORDINANCE NO. 21-__

Applicant:	Janine Facciola
Location:	823 West Beaufort Road
Parcel ID:	730615634587000
Lot Size:	0.474 acres
Existing District:	R-8 Residential District
Meeting Date:	March 8, 2021
Requested District:	B-1 General Business District

WHEREAS, the Applicant has submitted a request to rezone the above referenced property to B-1; and

WHEREAS, the Beaufort Planning Board has convened to consider and prepare a recommendation and consistency statement on the request at its meeting on February 15, 2021, at which time the Planning Board recommended approval of the request; and

WHERAS, the Beaufort Board of Commissioners conducted a public hearing on March 8, 2021 at which time the applicant and/or applicant's representative was given the opportunity to present arguments, and Town staff was given the opportunity to comment on the application; and

WHEREAS, at the March 22, 2021 meeting the Town Board of Commissioners has made the following findings and conclusions:

1. The request is consistent with surrounding land use patterns and zoning in the area.
2. The proposed zoning of B-1 is consistent with the spirit and intent of the ordinance and the CAMA Core Land Use Plan - Future Land Use Map.

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Board of Commissioners on the basis of the foregoing findings and conclusions that the request to rezone 823 West Beaufort Road to B-1 General Business District is approved and the Town's Zoning Map is amended accordingly.

Enacted on motion of Commissioner _____ and carried on a vote of ___ in favor and ___ against.

This, the 22nd day of March, 2021

TOWN OF BEAUFORT

_____
Everette (Rett) Newton, Mayor

_____
Allen Coleman, Town Clerk

Town of Beaufort, NC

Board of Commissioners
Virtual Work Session
4:00 PM – Monday, March 22, 2021

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: Text Amendment modifying the Land Development Ordinance Section 20: Special Use Permits
Case No. 21-05

BRIEF SUMMARY:

Section 20: Special Use Permits, of the Land Development Ordinance, currently uses the language "public hearing." Staff is requesting the term "public hearing" be changed to "quasi-judicial proceeding" in order to eliminate confusion between the legislative and quasi-judicial processes. Staff has consulted with the Town Attorney to ensure the request is consistent with the North Carolina General Statutes.

REQUESTED ACTION:

Request the Board to set a public hearing for the April 12, 2021 BOC Regular Meeting and consider the proposed text amendment then.

If written comments to the proposed Text Amendment Modification request are received before the 24-hour deadline (9:00 a.m. Wednesday, April 14, 2021) this item will be brought back to the BOC at the April 26, 2021 Work Session for further consideration. If no written comments are received, the decision of the BOC shall become effective at 9:01 a.m. on Wednesday, April 14, 2021.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kate Allen, Town Planner

BUDGET AMENDMENT REQUIRED:

N/A

Staff Report

To: Board of Commissioners
From: Kate Allen

Date: 3/16/2021
Meeting Date: 3/22/2021

Case Number 21-05

Summary of Request: Text Amendment modifying language in the Land Development Ordinance Section 20: Special Use Permits

Background

Applicant Staff Initiated Request

Additional Information Section 20: Special Use Permits, of the Land Development Ordinance, currently uses the language "public hearing." Staff is requesting the term "public hearing" be changed to "quasi-judicial proceeding" in order to eliminate confusion between the legislative and quasi-judicial processes. Staff has consulted with the Town Attorney to ensure the request is consistent with the North Carolina General Statutes and is in support of this request.

Planning Board Review The Planning Board considered the request at its March 15, 2021 meeting. The Planning Board unanimously recommended approval of the request.

Requested Action Set Public Hearing for April 12, 2021 Regular Meeting

Attachments LDO Section 20: Special Use Permits with proposed changes; text to be removed is shown with strikethrough text and additions are noted in blue text

SECTION 20 Special Use Permits

A) General.

Special uses are practices which are not permitted by right in any zoning district in the Town of Beaufort, but may only be granted after due consideration by the Board of Commissioners (BOC). The consideration of a special use application is a quasi-judicial function requiring evidentiary hearings and specific findings of fact. Special use permits may only be granted by the BOC following a recommendation by the planning board and the quasi-judicial review process as stipulated in this section.

B) Special Use Permit Application Procedures.

1) A written application for a special use permit in all zones shall be submitted to the Town's Planning and Inspections Department in accordance with the requirements of section 1-M of this Ordinance and all applicable administrative regulations. The application shall include:
   a) A proposed use site plan which contains information documented in section 18-C of this Ordinance and the specific information features below:
      i) A vicinity map and survey of the parcel which shall include the zoning and use of all adjacent properties;
      ii) A legend identifying all symbols on the map;
      iii) A North arrow and a scale;
      iv) A preliminary design of the proposed use which shows all existing and proposed structures, parking layouts, driveways, buffering, landscaping, points of ingress and egress, easements, minimum building lines, and street rights-of-way;
      v) A site data block of features which includes the proposed use(s), square footage of the proposed and existing structure(s), site zoning, total acreage, number of lots, minimum lot size, and average lot size;
      vi) The map book, page number, and deed book information;
      vii) A note stating whether any portion of the property is included in any adopted Town plan; and,
      viii) Any other related information requested by Town staff, the planning board, or the BOC.
      ix) All required environmental permit improvements needed for the property.
   b) The special use permit sought; and,
   c) Information supporting the existence of the required findings, and providing such plans or other relevant data as may be required by the Town.

2) Whenever an application is submitted for a special use permit in a residential zone, the applicant shall also include:
   a) A narrative which illustrates the appropriateness of the proposed use in a residential zone. This narrative shall also describe all the architectural design features which make the proposed use and associated building compatible with the urban character of the residential neighborhood;
   b) The submitted site plan shall also include all street front architectural elevation drawings to insure the building(s) compatibility with the surrounding residential structures; and,

c) Additionally, the BOC and town staff may require a professional rendering or any other graphic illustration of the proposed structure.

3) The application shall be reviewed by town staff and submitted with comments and recommendation to the planning board for review. After the planning board makes its recommendation, the application shall be forwarded to the BOC for consideration.

C) ~~Public Hearing~~ Quasi-Judicial Proceeding Notification Requirements.

The Town shall schedule a ~~public hearing~~ quasi-judicial proceeding for the application and BOC consideration after reasonable opportunity for staff and planning board review by providing public notice no more than thirty days after receipt of the completed application. The notice of a ~~public hearing~~ quasi-judicial proceeding shall be given using the standards set forth is section 3-E of this Ordinance with the exception of the following:

1) The notice shall be given once a week for two successive calendar weeks and published in a newspaper having general circulation within Town. The first publishing shall not be less than ten days or not more than twenty-five days before the date affixed for the hearing. In computing such period, the day of publication is not to be included but the day of the hearing shall be included as documented.

2) All property owners within two hundred feet (200') of the lot boundaries on all sides of the subject lot as listed in the county tax records shall be mailed by the Town a notice of the ~~public hearing~~ quasi-judicial proceeding on the proposed special use application by first class mail at the address listed for such owners on the county tax abstracts. The notice shall identify the location and briefly describe the proposed special use. Section 3-E (2) of this Ordinance gives direction on when the notices shall be mailed.

3) The Town shall prominently post a sign giving notice of the ~~public hearing~~ quasi-judicial proceeding on or immediately adjacent to the subject area reasonably calculated to give public notice of the proposed special use public hearing not more than ten days prior to the hearing date. The wording of such sign should be similar to what is in section 3-E (4) of this Ordinance.

D) Procedures on Special Use Applications.

In considering whether to approve an application for a special use permit, the BOC shall proceed as follows:

1) The BOC shall hold the ~~public hearing~~ quasi-judicial proceeding and consider relevant information regarding whether the required findings under subsection E of this section exist and whether the special use is appropriate in the proposed location. The BOC shall hear relevant information from the applicant, adjoining property owners, the Town Manager, the Planning Board, planning officials, and any interested or affected members of the public. Parties may appear in person, by designee, or by attorney to present information relevant to the requirements of the Ordinance.

2) The BOC shall consider whether the application complies with each individual required finding specified in subsection E of this section. The BOC need not make the required findings at the time of the hearing and may call for additional information if needed. If the special use permit application is approved, the BOC motion shall contain language showing all the required findings under subsection E of this section have been met, and in the absence of specific findings, it shall be conclusively presumed the application complies with all the findings in subsection E of this section.

3) The BOC shall render a decision within a reasonable period of time not to exceed ninety days after holding the ~~public hearing~~ quasi-judicial proceeding for the proposed

special use application. The BOC need not issue a decision at the time of the hearing if additional information is needed andmay continue said hearing until a later date.

4) If the application is found not to be in compliance with one or more of the required findings of subsection E of this section or any other applicable section of this Ordinance, the application shall be denied. Such motion shall specify the particular findings the application fails to meet. It shall be conclusively presumed the application complies with all requirements not noted by the BOC in their motion to deny the application.
5) Notwithstanding the specific requirements of this Ordinance, the BOC may impose additional conditions and reasonable requirements upon the requested special use permit in order to ensure the use is consistent with the required findings as specified under subsection E of this section. The BOC may place an expiration date on the special use permit if a building permit is not secured within a certain period of time. If the special use permit is not renewed periodically by the recipient of the permit, it will expire on the date given to the permit by the BOC.
6) After the BOC renders its decision on the special use permit application, the reasons for granting or denying the application shall be made in writing. A written copy of the conclusion(s) of the BOC about the facts of the case and the board's corresponding decision shall be forwarded to the applicant within ten days.

E) Required Findings.

1) In addition to any other findings or requirements as specified by any other section of this Ordinance, before any application for a special use may be granted or denied, the BOC shall make each of the following findings:
   a) The proposed use is an allowable special use in the zoning district it is being located within;
   b) The application is complete;
   c) The location and character of the use will be in conformity with the Town's land use plan and other comprehensive planning elements;
   d) Streets, driveways, parking lots, traffic control, and any other traffic circulation features shall be designed and provided in accordance with current traffic engineering standards and Town regulations and found to be adequate for the proposed special use;
   e) The proposed special use will not substantially injure the value of adjoining or abutting properties;
   f) The proposed special use will be compatible and in harmony with adjoining land uses and the development patterns of the immediate area; and,
   g) The proposed use will not materially endanger the public health or safety of the community if located where proposed and developed according to the submitted and approved plan.
2) The BOC shall make its findings based on "competent evidence" as described in N.C.G.S. 160A-393 (k) and will be cognizant the statute provides in part "competent evidence "shall not be deemed to include the opinion testimony of lay witnesses as to any of the following:
   a) The use of property in a particular way would affect the value of other property.
   b) The increase in vehicular traffic resulting from a proposed development would pose a danger to the public safety.

c) Matters about which only expert testimony would generally be admissible under the rules of evidence.

3) Compatibility Standards for Special Uses in Residential Zones:
In deciding whether the architectural elements of the proposed special use in a residential zone will be compatible with the adjoining buildings, the BOC shall review said proposal in reference to the following architectural elements:
   a) Size (footprint);
   b) Height;
   c) Proportion and scale;
   d) Roof shape(s);
   e) Setbacks;
   f) Location, size, and number of openings (doors and windows);
   g) Materials;
   h) Color; and,
   i) Texture.

F) Special Use Guidelines.

1) Adult Establishments.
   a) No building, structure, or any portion thereof nor any portion of a lot or parcel or property shall be used for an adult establishment at a location closer than one thousand feet (1000') from any other adult establishment; or closer than one thousand feet (1000') from any residentially zoned property, pre-school, child care, nursery school, day care, K-12 school, public playground, or church situated within the Town limits or the ETJ.
   b) Plans are required and must show:
      i) Locations of buildings and signs and the size of the plan;
      ii) Proposed points of access and egress and patterns of circulation;
      iii) Layout of parking spaces;
      iv) Lighting plan inclusive of wattage and illumination; and,
      v) Landscape plan.

2) Day Care Centers (Including Kindergarten).
   a) One parking space shall be provided for each adult attendant and one parking space provided for every six children or fraction thereof.
   b) Section 19 of this Ordinance gives the screening/buffering and fencing guidelines required for this application.
   c) Plans are required and must show:
      i) Location and approximate size of all existing and proposed structures and buildings within the site and on the lots adjacent thereto;
      ii) Proposed points of access and egress and pattern of circulation;
      iii) Layout of parking spaces;
      iv) Location and extent of open play area(s);
      v) Day care center shall provide one hundred square feet (100 ft^2) of play area space per pupil.

vi) Outdoor play area shall be enclosed by a solid or open fence or wall at least four feet (4') in height. Where the outdoor play area is directly adjacent to a residentially used or zoned lot, a solid fence or wall at least six feet (6') high or the maximum applicable fence or wall height limitation for the district or an open fence at least four feet high (4') and a screen planting designed to grow three feet (3') thick and six feet (6') high shall be created. The BOC may at its discretion, require additional screening/buffering and/or fencing elements to be located adjacent to abutting nonresidential land uses.

vii) In residential districts, a day care center shall not be operated between the hours of 7:00 p.m. and 7:00 a.m. unless with written approval by the BOC.

viii) Landscape plan.

3) Radio or Television Transmitter.
   a) Minimum lot area – at least three acres in area.
   b) One parking space is required at the site.
   c) Plans are required and must show:
      i) Location and approximate size of all existing and proposed structures within the site and within one thousand linear feet in all directions;
      ii) Proposed points of access and egress;
      iii) Proposed off-street parking spaces; and,
      iv) Protective fencing at least six feet (6') high with three stands of barbed wire turned out and ten feet (10') from the perimeter of the antenna base shall be established.

4) Telecommunication Tower.
   a) Guy-wire towers shall not be permitted.
   b) Co-location towers shall be permitted.
   c) Height of communication towers shall be regulated by the Federal Aviation Administration (FAA).
   d) Communication towers are prohibited in front yards and shall be in compliance with the Telecommunication Act of 1996.
   e) Local governments have no ability to prohibit towers on the basis of environmental or health issues according to the Federal Radio Frequency Emission Standards.
   f) The BOC may deny a permit based upon a tower's influence on property value or aesthetics.
   g) A minimum lot size of one-half acre per tower shall be met; however, the Telecommunication Tower shall be placed on a lot of sufficient size, and in a position on the lot, if the tower falls, no part of it will fall onto adjacent property. Variances shall not be allowed.
   h) Landscaping and screening/buffering are required as approved by the planning board and according to section 15 and section 19 of this Ordinance.
   i) A six-foot (6') high protective barrier shall be required around the base of the tower. The barrier shall be a masonry wall, chain link fence, solid wood fence, or opaque barrier as described in section 19 of this Ordinance.
   j) Setback requirements shall be according to the district in which the tower is located.
   k) Towers shall be lighted to satisfy the FAA requirements.

l) Towers shall be removed within ninety days following abandonment of such towers.

m) Towers shall be removed by the property owner within one hundred eighty days following damage or termination of operation resulting in inoperable towers or towers where the owner of the tower shows no intent to repair said tower. Blown over towers shall also be removed by the owner of such tower under this guideline.

n) Any advertising signage is strictly prohibited on towers.

o) Towers shall be painted blue or gray if not otherwise required by the FAA.

p) The owner must provide adequate insurance coverage for any potential damage caused by or caused to the tower.

q) For permitting purposes, site plans are required as defined in section 18 of this Ordinance and shall show all of the following additional features:

i) Identification of intended user of tower.

ii) Documentation by registered engineer shows tower has sufficient structural integrity to accommodate more than one user.

iii) Statement from owner indicating his intent to allow shared use of the tower and how others will be accommodated.

iv) Evidence the property owners of residentially zoned/used property within three hundred feet of the base of the proposed tower, would be notified prior to the special use application being heard by the BOC.

v) Documentation which shows towers over a certain height are absolutely necessary for the provision of service (i.e., a tower up to one hundred ninety-six feet (196') cannot provide a reasonable level of service).

r) The BOC shall determine if a tower is in harmony with the area and compatible with adjacent properties and may consider the aesthetic effects of the tower as well as mitigating factors concerning aesthetics. The BOC may disapprove a tower based on the grounds the aesthetic effects are unacceptable and a new site should be proposed. The following factors shall be considered:

i) Protection of the view in scenic areas, unique natural features, scenic roadways, historic sites, etc.

ii) Prevention of a concentration of towers in one certain area; and,

iii) Height, design, placement, and other characteristics could be modified to have a less intrusive visual impact.

5) Marinas.

The requirements below are for marinas and for proper disposal of sewage from boats:

a) All slips over thirty feet (30') shall provide a permanent pump-out connection so a hose of not more than thirty feet (30') can reach the mid-point of the slip.

b) Any vessel with a permanently installed marine sanitation devise shall be located so the holding tank can be pumped-out using a hose not to exceed thirty feet (30').

c) Mobile pump-out equipment may not be used to meet the requirements of subsections 5a) and 5b) of this section.

d) A marina may not charge marina tenants an additional fee to pump-out their holding tanks.

e) When a T-head of a dock is unoccupied during regular business hours, the marina shall provide public access to the pump-out facility for a nominal fee.

6) Office: Small Business.
Property owners may be granted a special use permit for an Office: Small Business in a Residential Zoning District if identified as a *Small Business* as defined in section 4 of this Ordinance.

a) In addition to application requirements outlined in subsection B of this section, special use permit applications must include the following:
   i) Detailed narrative describing the activities associated with the requested use;
   ii) Number of employees requested to work on site;
   iii) Requested business hours of operation;
   iv) Estimated number of clients served on site per day; and,
   v) Detailed drawing or photographs, including measurements, of signage if requested.

b) Signage will be reviewed by the BOC at the time of the special use permit and will meet the following standards:
   i) Not more than one sign is permitted;
   ii) Sign will not exceed an area of two square feet (2 ft^2);
   iii) Colors will be compatible with those of the structure and will not detract from the residential characteristics of the structure;
   iv) Sign will be affixed flatly against the building; and,
   v) Directly lighted and/or neon signage is not permitted.

c) Conditions: The BOC may impose reasonable conditions as it deems necessary for the protection of the public health, general welfare, and public interest regarding:
   i) Compatibility. The compatibility of the proposal, regarding both use and appearance, with the surrounding neighborhood;
   ii) Hours of Operation. The frequency and duration of indoor/outdoor activities and the impact of the surrounding area;
   iii) Noise. The added noise level created by activities associated with the request;
   iv) Parking. The request will not generate a need for additional parking; and,
   v) Appearance. The general appearance will not be adversely affected by the location of the proposed use on the property.

Town of Beaufort, NC

Board of Commissioners
Virtual Work Session
4:00 PM – Monday, March 22, 2021

AGENDA CATEGORY: Discussion & Consideration

SUBJECT: Modify/Revise the Existing Planned Unit Development (PUD) for Beau Coast Subdivision
Case No. 21-06

BRIEF SUMMARY:

The applicant wishes to modify the following standards in the PUD Booklet Dated February 22, 2021 for Beau Coast Subdivision:

- Convert a section of eight (8) 22' wide townhome lots (existing lots 119-126) to four (4) single family lots (50' wide): Net loss of four (4) dwelling units; (See Attachment – A – Vicinity Map for location of lots.)

- Convert two (2) 20 foot wide townhome lots (lots 177 & 178) to one (1) 40' wide single family lot: Net loss of one (1) dwelling unit; o Total net loss of 5 dwelling units. (See Attachment – A – Vicinity Map for location of lots.)

- Add permeable pavement specifications to the PUD document for alleys, on-street parking areas, and sidewalks as an option for use in the PUD;

- Add note regarding lot configuration options

At their March 15, 2021 meeting, the Planning Board unanimously recommended to Modify the PUD for Beau Coast Subdivision with the above four revisions.

REQUESTED ACTION:

Request the Board schedule a Public Hearing for the April 12, 2021 BOC Regular Meeting and consider the proposed modifications then.

If written comments to the proposed PUD Modification request are received before the 24-hour deadline (9:00 a.m. Wednesday, April 14, 2021) this item will be brought back to the BOC at the April 26, 2021 Work Session for further consideration. If no written comments are received, the decision of the BOC shall become effective at 9:01 a.m. on Wednesday, April 14, 2021.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Garner, AICP
Planning & Inspections Director

Staff Report

To: Board of Commissioners
From: Kyle Garner, AICP

Date: 3/15/2021
Meeting Date: 4/12/2021

Case Number 21-06

Summary of Request:

Request:

- Convert a section of eight (8) 22’ wide townhome lots (existing lots 119-126) to four (4) single family lots (50’ wide): Net loss of four (4) dwelling units; (See Attachment – A – Vicinity Map for location of lots.)
- Convert two (2) 20 foot wide townhome lots (lots 177 & 178) to one (1) 40’ wide single family lot: Net loss of one (1) dwelling unit; o Total net loss of 5 dwelling units. (See Attachment – A – Vicinity Map for location of lots.)
- Add permeable pavement specifications to the PUD document for alleys, on-street parking areas, and sidewalks as an option for use in the PUD;
- Add note regarding lot configuration options

Background

Location(s) & PIN	Lennoxville Road (Multiple)
Owner	Blue Treasure, LLC
Applicant	Withers & Ravenel, Engineers
Current Zoning	PUD
Lot(s) Size & Conformity Status	Conforming
Existing Land Use	Water Well Site & Undeveloped
CAMA Future Land Use Map	Low Density Residential
Amendment Required	☐ Yes ☒ No
Adjoining Land Use & Zoning	**North** Undeveloped Future Tracts, zoned PUD
	South Multi & Single Family Residential, zoned PUD

East Undeveloped Future Lots, zoned PUD
West Undeveloped Future Lots, zoned PUD

Special Flood Hazard Area ☐ Yes ☒ No

Public Utilities

Water	☒ Available	☐ Not Available
Sewer	☒ Available	☐ Not Available

Additional Information Prior to the Public Hearing the applicant will give a history on the project as well as status report.

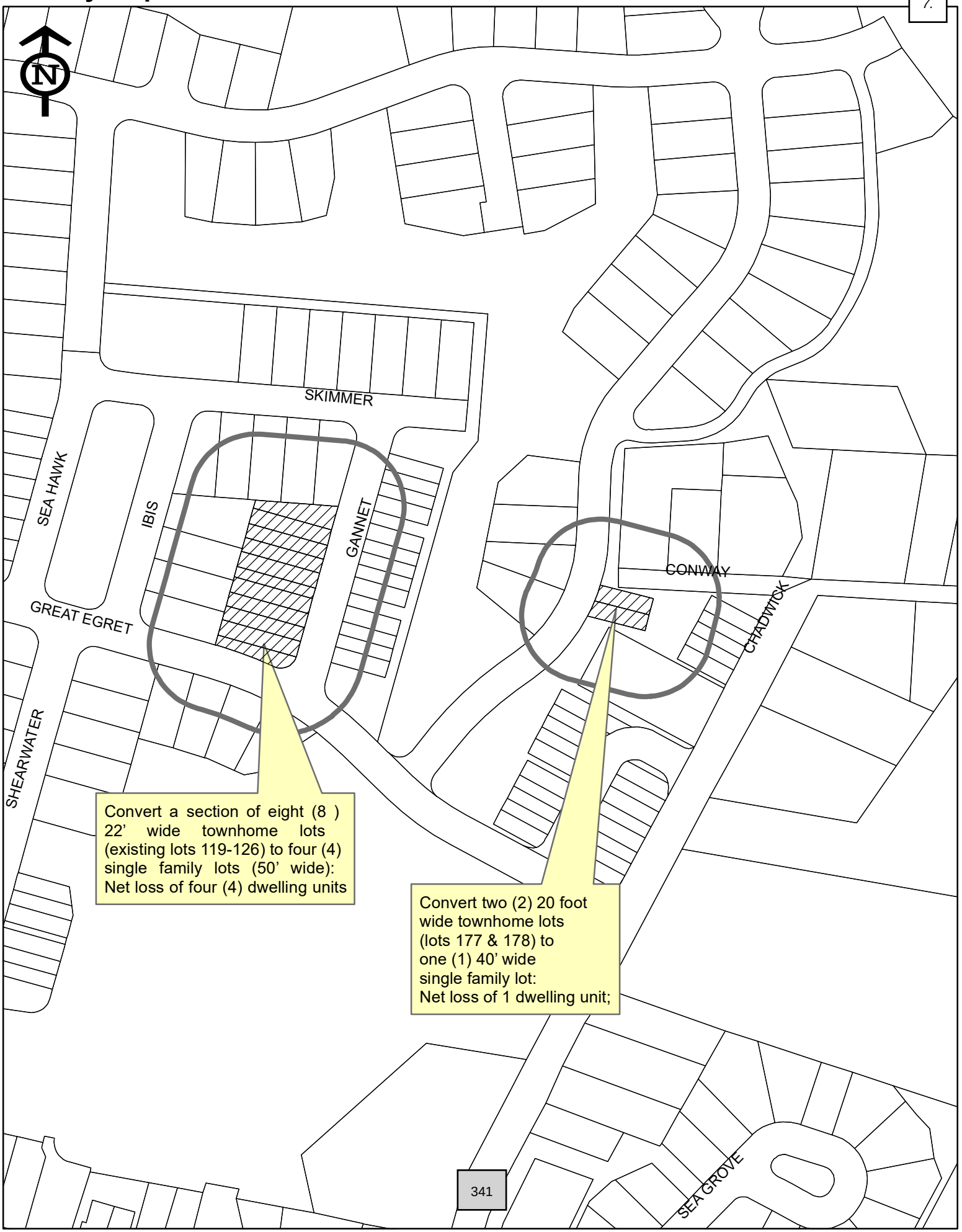
Requested Action

1. Conduct Public Hearing
2. Discussion on request to amend the Master Plan for Beau Coast
3. Decision to approve with the condition that if there are no comments then the request will be approved within 48 hours of the hearing or if there are comments within the 24 comment period then the decision will be made at the next Board of Commissioners workshop.
4. Consistency Statement

Attachments:

Attachment – A - Vicinity Map
Attachment – B - Property Owners Within 100 Feet
Attachment – C – PUD Amendment Cover Letter
Attachment – D - Revised PUD Zoning Master Plan
Attachment – E – Beau Coast PUD booklet page 17
Attachment – F - Beau Coast PUD booklet page 18
Attachment – G – Beau Coast PUD booklet page 21

Vicinity Map - Revised Master Plan for Beau Coast of Beaufort East Villa



OWNER	MAIL_H	MAIL_ST	MAIL_CITY	MAII	MAIL_	MAIL_Z	MAIL_ADD2
BLUE TREASURE LLC			CARY	NC		27519	PO BOX 3557
BLYER,PATRICIA B	424	SKIMMER COVE	BEAUFORT	NC		28516	
COE,PHILLIP V	420	SKIMMER COVE	BEAUFORT	NC		28516	
CONWAY,HILDRED L ETUX SYLV L/T	107	CONWAY RD	BEAUFORT	NC		28516	
DEANS,CHARLES F JR ETUX LISA A	1211	S 1ST STREET	SMITHFIELD	NC	3615	27577	
EATMON,RICHARD T ETUX LOU ANN	939	BROOKSIDE DR NW	WILSON	NC		27893	
GODWIN,DAVID LEE ETUX DEBRA	185	CHADWICK RD	BEAUFORT	NC		28516	
GROGAN,TAMARA S	304	IBIS PLACE	BEAUFORT	NC		28516	
GRUBB,MICHAEL ETAL MART SHULTZ	416	GREAT EGRET WAY	BEAUFORT	NC	0139	28516	
GUAGLIARDI,GARY P ETUX SHERRI	248	SHEARWATER LANE	BEAUFORT	NC		28516	
HUSS,CYNTHIA F ETVIR BRIAN F	318	IBIS PLACE	BEAUFORT	NC		28516	
PUCKETT,TANYA S ETVIR BRADY T	5000	ROCKINGHAM DRIVE	RASWELL	GA	6454	30075	
SCHMIDT,RYAN M ETUX ELIZABETH	7419	TURNER RIDGE ROAD	CRESTWOOD	KY		40014	
STANLEY,RICHARD L ETUX LUCIA			BEAUFORT	NC		28516	PO BOX 150
STREAMLINE DEVELOPERS LLC			MOREHEAD CITY	NC	0006	28557	PO BOX 6

WithersRavenel
Our People. Your Success.

February 18, 2021

Mr. Kyle Garner
Town of Beaufort
Planning & Inspections Director
701 Front Street
Beaufort, NC 28516

RE: Beaufort East Village PUD Amendment #5 – Dated 2/22/2021

Dear Mr. Garner:

Please find attached a Planned Unit Development Amendment dated February 22, 2021 (your official submittal date for such projects) for the Beaufort East Village Planned Unit Development. Digital and hard copies of the revised PUD Booklet and application are included with this submittal. The purpose of this amendment is as follows:

- Convert a section of eight (8) 22' wide townhome lots (existing lots 119-126) to four (4) single family lots (50' wide): Net loss of four (4) dwelling units;
- Convert two (2) 20 foot wide townhome lots (lots 177 & 178) to one (1) 40' wide single family lot: Net loss of one (1) dwelling unit;
    - Total net loss of 5 dwelling units
- Add permeable pavement specifications to the PUD document for alleys, on-street parking areas, and sidewalks as an option for use in the PUD;
- Add note regarding lot configuration options

Please review these proposed amendment items and contact us with any questions.

Sincerely,
WithersRavenel

Don Mizelle
Director of Project Delivery

BEAUFORT EAST VILLAGE

PLANNED UNIT DEVELOPMENT AMENDMENT

FEBRUARY 22, 2021

PREPARED FOR: BLUE TREASURE, LLC

PRESTON DEVELOPMENT COMPANY

WithersRavenel
Engineers | Planners | Surveyors
115 Mackenan Drive, Cary NC 27511

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Chapter 1. Planned Unit Development Elements

Introduction

The Existing Planned Unit Development

The Beaufort East Village Planned Unit Development (PUD) consists of approximately 283 acres of land situated between Taylor Creek and Turner's Creek in Beaufort, North Carolina. The existing PUD document was approved on September 8, 2008 by the Town of Beaufort Board of Commissioners and allowed for up to 671 total dwelling units with a mix of residential, commercial, and amenity uses. The vision for the PUD was centered upon creating "… a natural continuation of Beaufort, with new and exciting homes and amenities."

The PUD contains several design elements that emulate local land planning principals which serve to support the vision of a natural continuation of the town. Such elements include narrow pedestrian-oriented street designs with on-street parking, street trees, and sidewalks that encourage slow speed vehicular traffic. The position and orientation of the planned dwelling units relative to the public streetscape also supports the vision for the PUD.

A majority of the home sites are situated adjacent to natural areas or other open space features. The PUD is well connected internally with a system of pedestrian paths and sidewalks that allow for convenient access to various neighborhoods and amenities within Beaufort East Village.

Since the approval of Beaufort East Village in 2008, the following development activities have occurred:

- 16.05 acres of land and was dedicated to the Town of Beaufort for waste water utility sites and a well site and water tank sites;
- Construction of permitted wetland impacts was completed;
- Installation of landscaping and hardscapes for the future Shearwater Lane South corridor was completed; and
- Construction plans were approved by the Town of Beaufort for Phase 1A, 1B, and 1C of Beaufort East Village .



The Proposed Planned Unit Development Amendment

Blue Treasure, LLC, the owners and developers of Beaufort East Village, propose to amend the existing PUD document to allow a greater variety of housing options for a wider range of potential residents. The introduction of specific types of attached single family (townhomes) lots into the PUD supports this effort.

The following general modifications to the existing PUD Master Plan are proposed:

- Reconfiguration of the internal street and lot layout to improve the overall project design;
- Increase in overall proposed density from 2.458 dwelling units per acre to 2.9 dwelling units per acre;
- Increase in open space area from 36% to 38%;
- Removal of the central commercial Town Center concept;
- Revision to the planned street cross-sections to provide wider sidewalks and additional on-street parking options; and
- Revisions to the Master Plan to reflect compliance with State stormwater/watershed standards. Incorporation of lower density development options within the Turner Creek watershed portion of the property and provisions for stormwater management devices (BMPs) to address pockets of higher density development within the project boundary.

Planned Unit Development master plans often evolve over the lifetime of the project to better meet the needs of the community and the ever-changing real estate market. This amendment seeks to update the 2008 Beaufort East Village PUD document so that it continues to meet the goals originally envisioned in 2008 while addressing the needs of today and beyond.

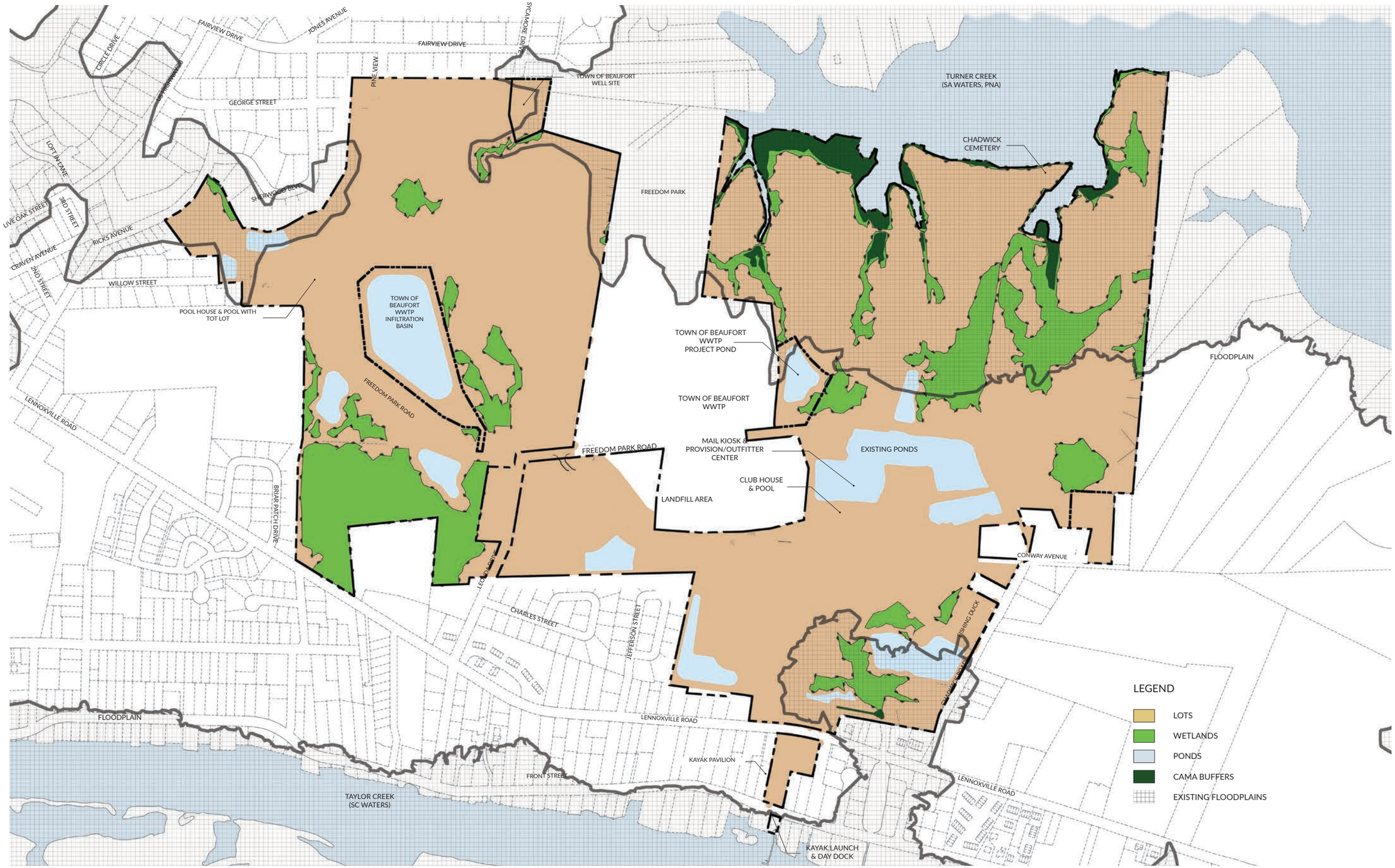


Aerial of the Site

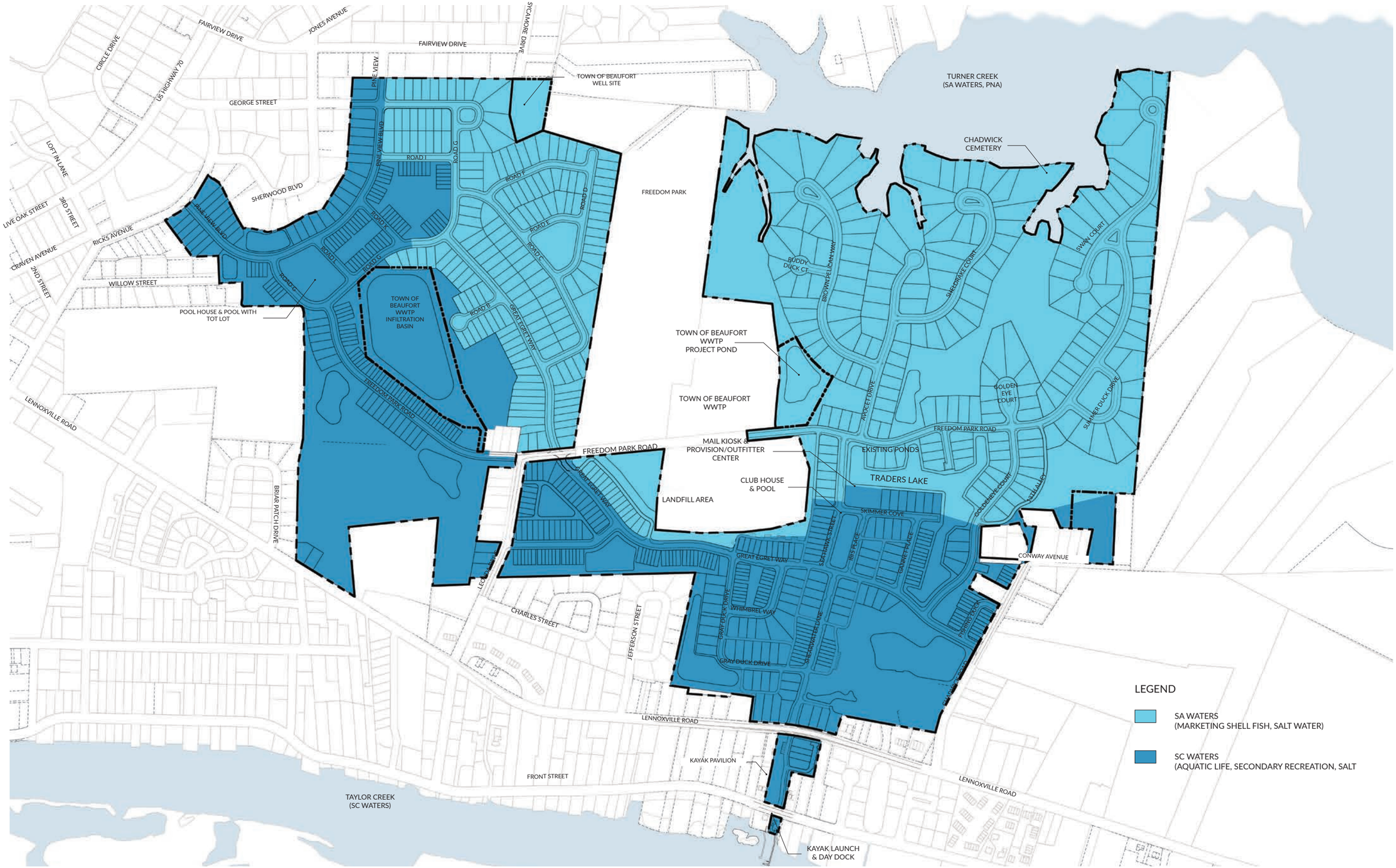


All the drawings are conceptual and actual conditions may vary.

Existing Conditions Plan



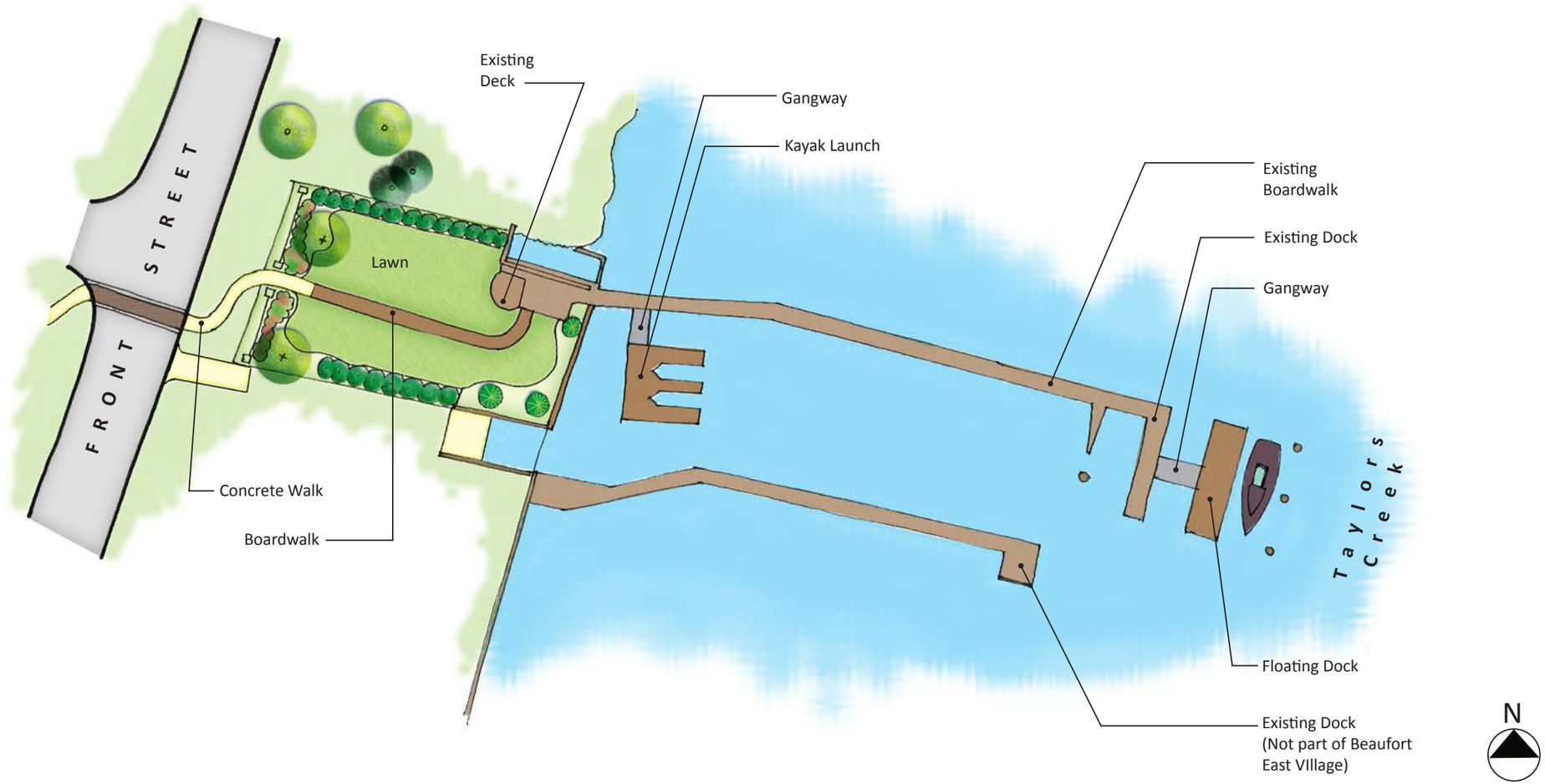
Site Watershed Map



Conceptual Land Use Plan

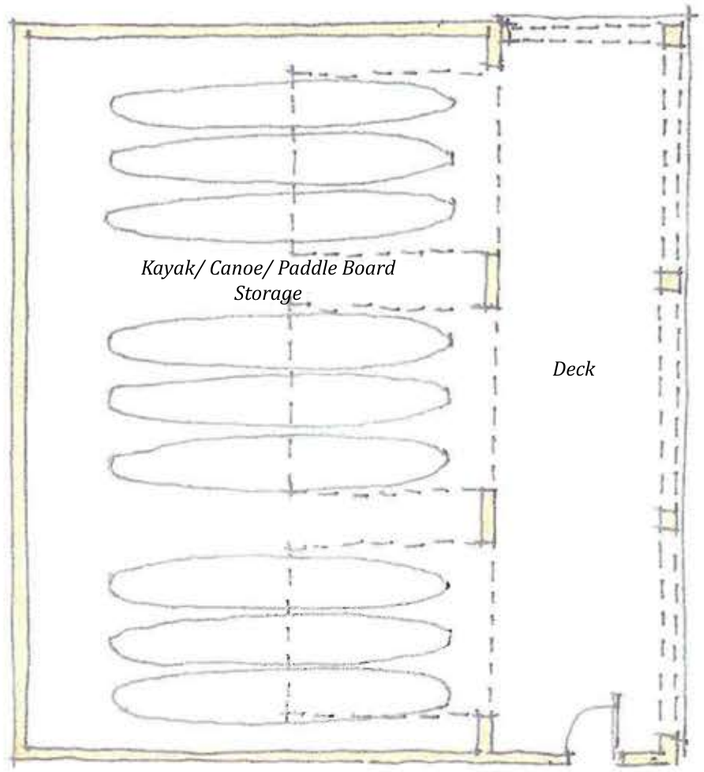


Conceptual Plan Detail – Kayak Launch & Day Dock



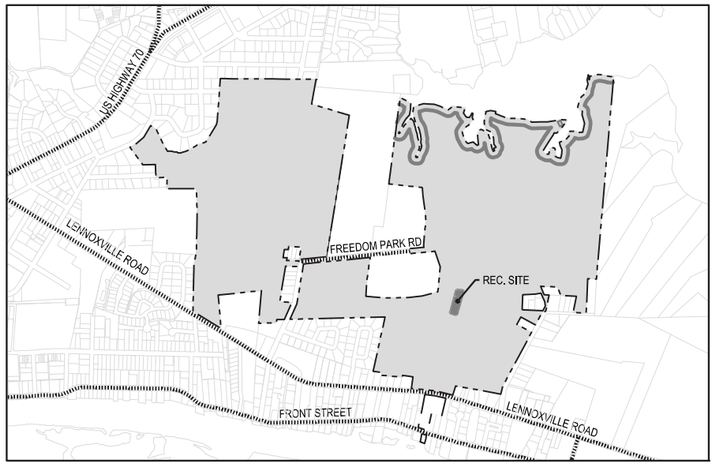
Kayak Pavilion



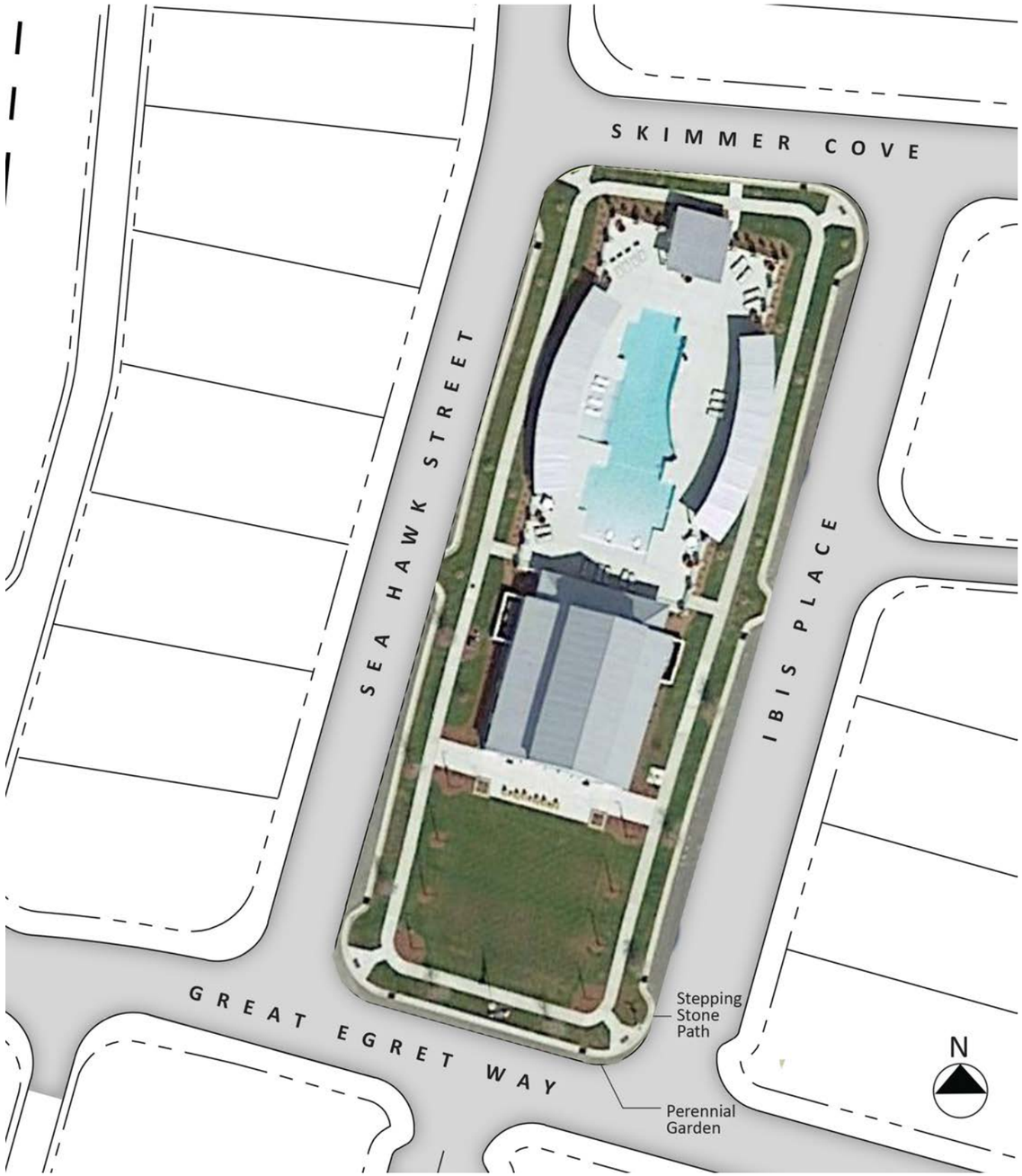


Floor Plan

Pool and Clubhouse Detail (Beau Coast Neighborhood)

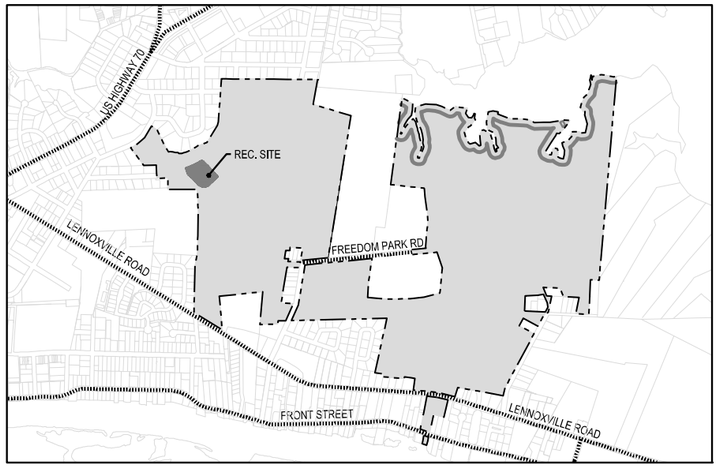


VICINITY MAP
SCALE: 1" = 1000'





Conceptual Pool and Tot Lot Detail (Beaufort East Village Neighborhood)



VICINITY MAP
SCALE: 1" = 1000'

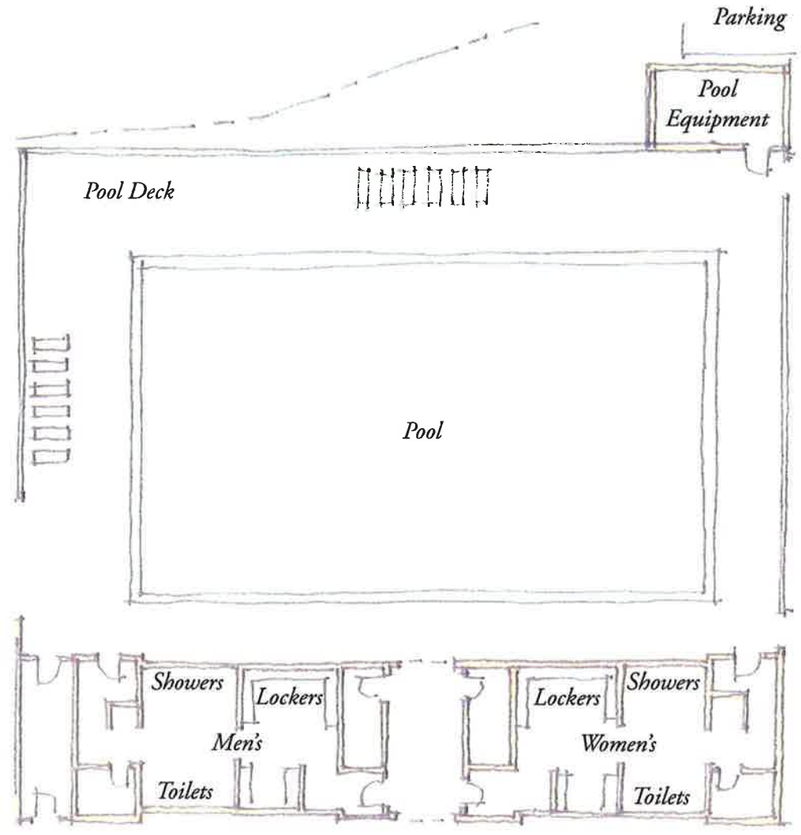


Conceptual architecture - Pool and Clubhouse for Beaufort East Village





Conceptual Imagery

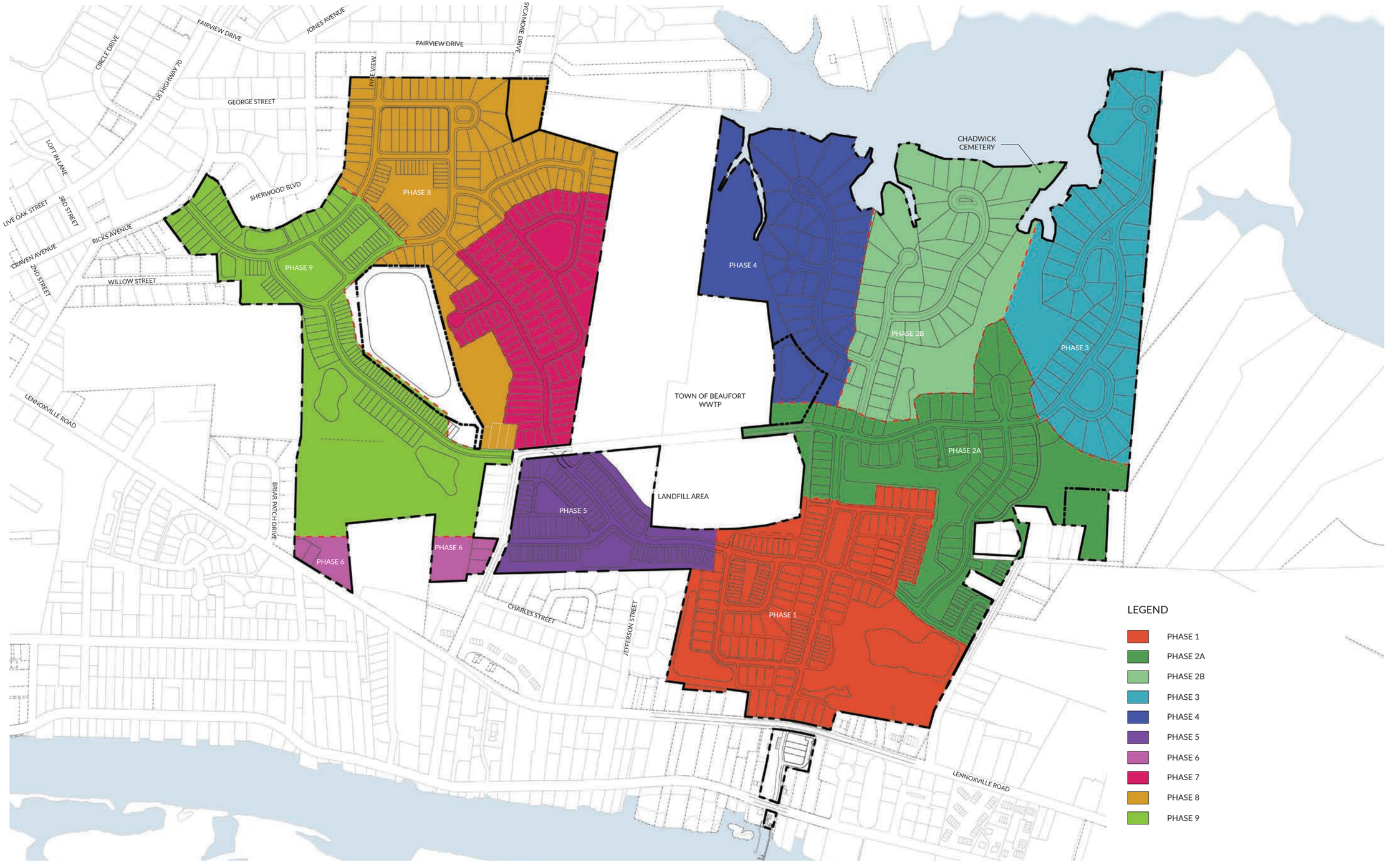


Floor Plan

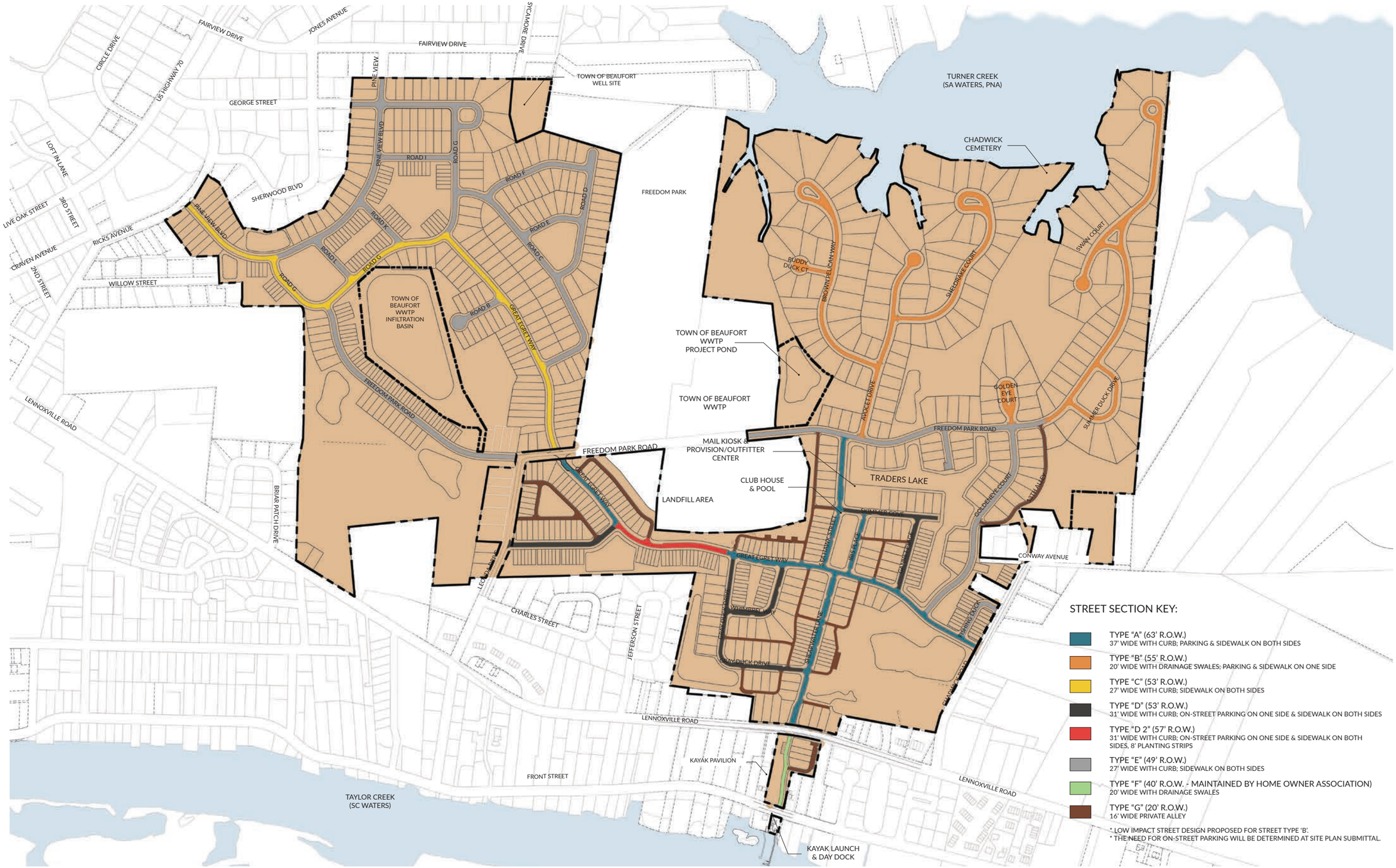
Photos from Spring Island (Okatie, South Carolina) and Ford Plantation (Richmond Hill, Georgia)

All drawings are conceptual in nature and actual conditions may vary.

PUD Phasing Plan



Key Plan for Street Cross Sections

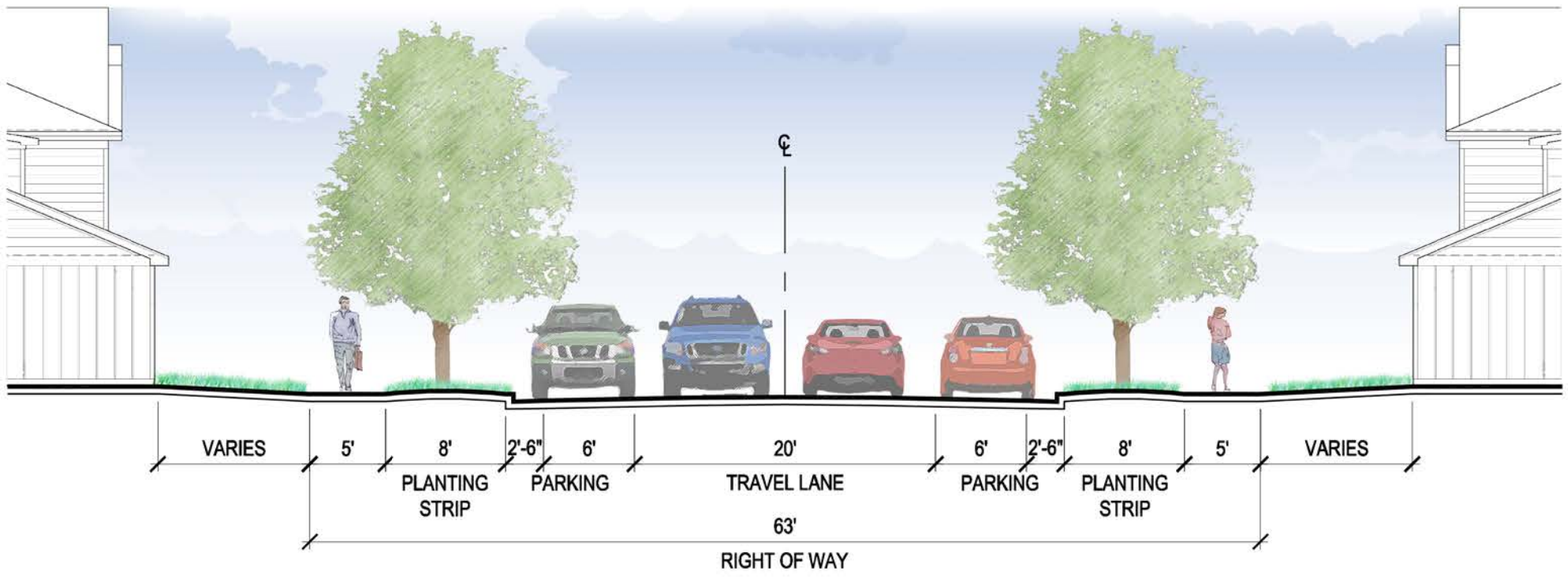


STREET SECTION KEY:

- TYPE “A” (63’ R.O.W.)
  37’ WIDE WITH CURB; PARKING & SIDEWALK ON BOTH SIDES
- TYPE “B” (55’ R.O.W.)
  20’ WIDE WITH DRAINAGE SWALES; PARKING & SIDEWALK ON ONE SIDE
- TYPE “C” (53’ R.O.W.)
  27’ WIDE WITH CURB; SIDEWALK ON BOTH SIDES
- TYPE “D” (53’ R.O.W.)
  31’ WIDE WITH CURB; ON-STREET PARKING ON ONE SIDE & SIDEWALK ON BOTH SIDES
- TYPE “D 2” (57’ R.O.W.)
  31’ WIDE WITH CURB; ON-STREET PARKING ON ONE SIDE & SIDEWALK ON BOTH SIDES, 8’ PLANTING STRIPS
- TYPE “E” (49’ R.O.W.)
  27’ WIDE WITH CURB; SIDEWALK ON BOTH SIDES
- TYPE “F” (40’ R.O.W. - MAINTAINED BY HOME OWNER ASSOCIATION)
  20’ WIDE WITH DRAINAGE SWALES
- TYPE “G” (20’ R.O.W.)
  16’ WIDE PRIVATE ALLEY

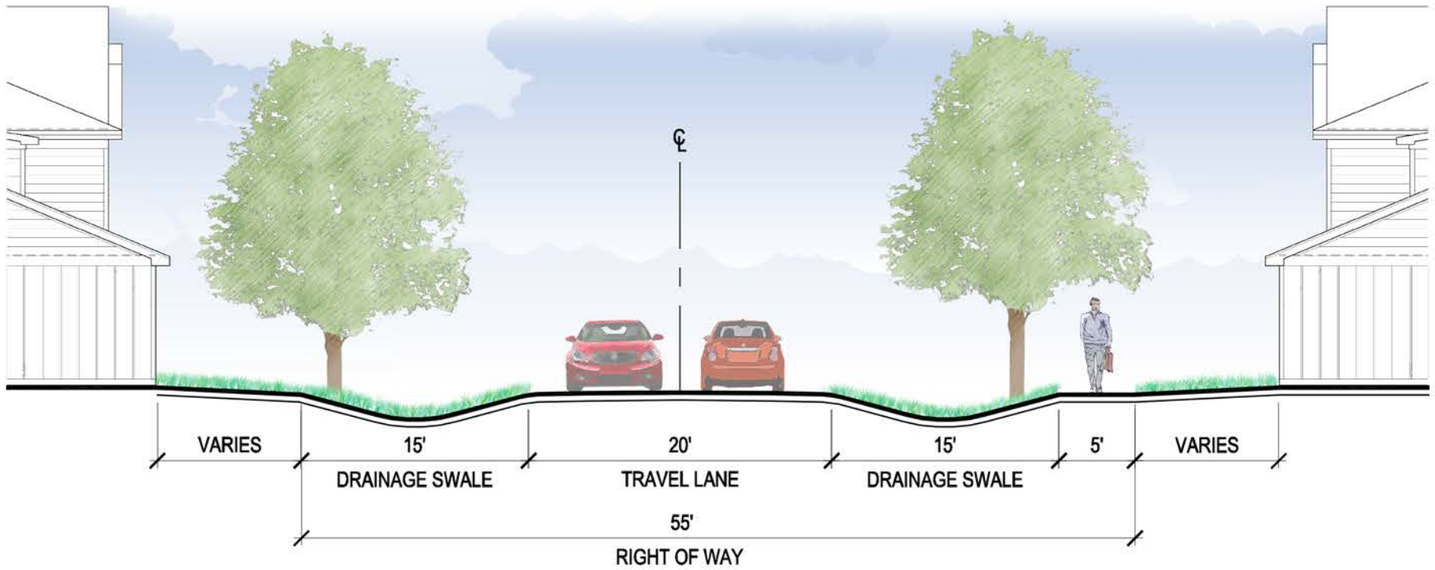
* LOW IMPACT STREET DESIGN PROPOSED FOR STREET TYPE ‘B’.
* THE NEED FOR ON-STREET PARKING WILL BE DETERMINED AT SITE PLAN SUBMITTAL.

Street Cross Sections



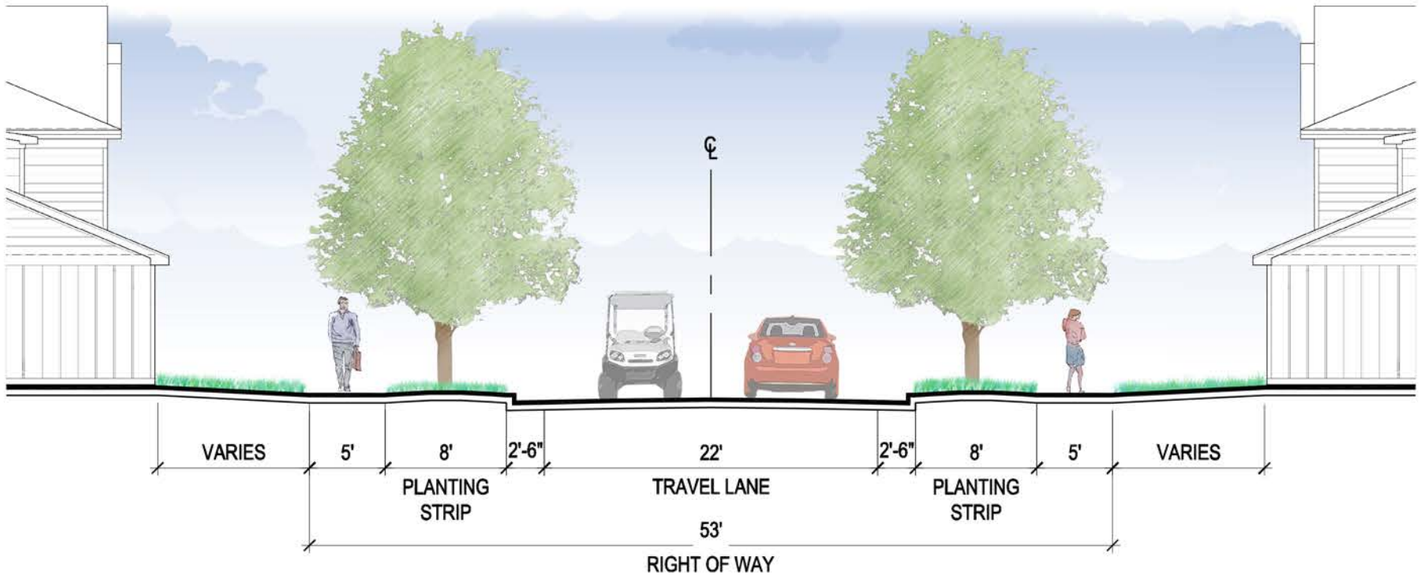
Street Cross Section Type A

*NOTE: The need for on-street parking will be determined at site plan submittal.

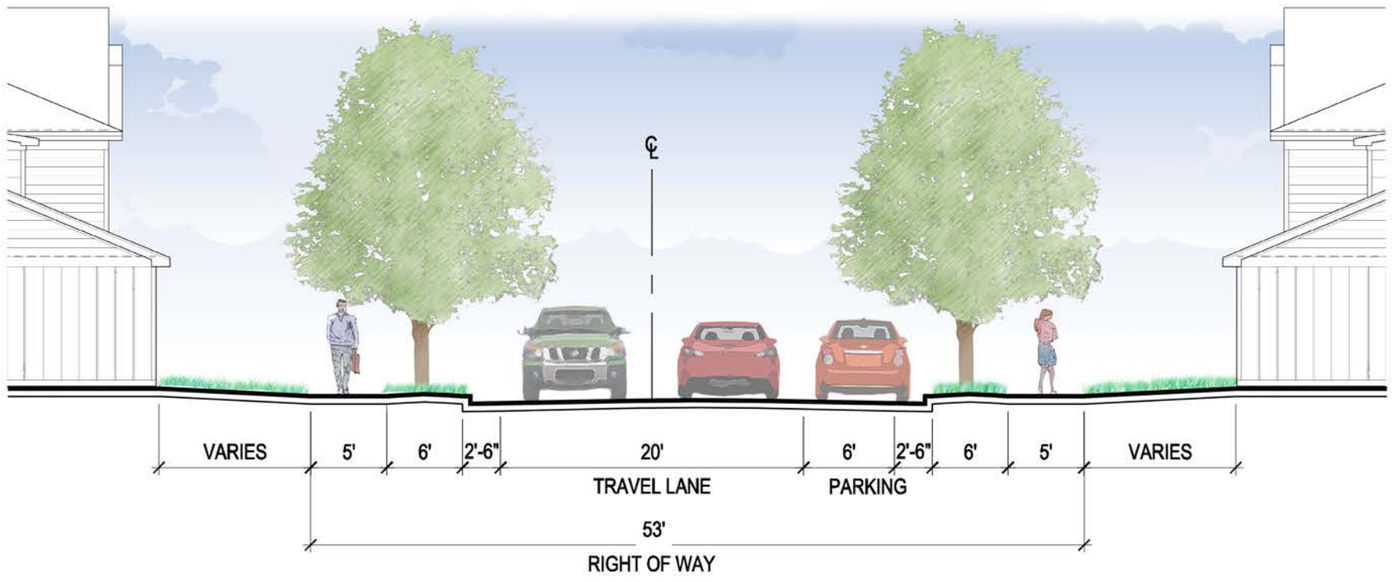


Street Cross Section Type B

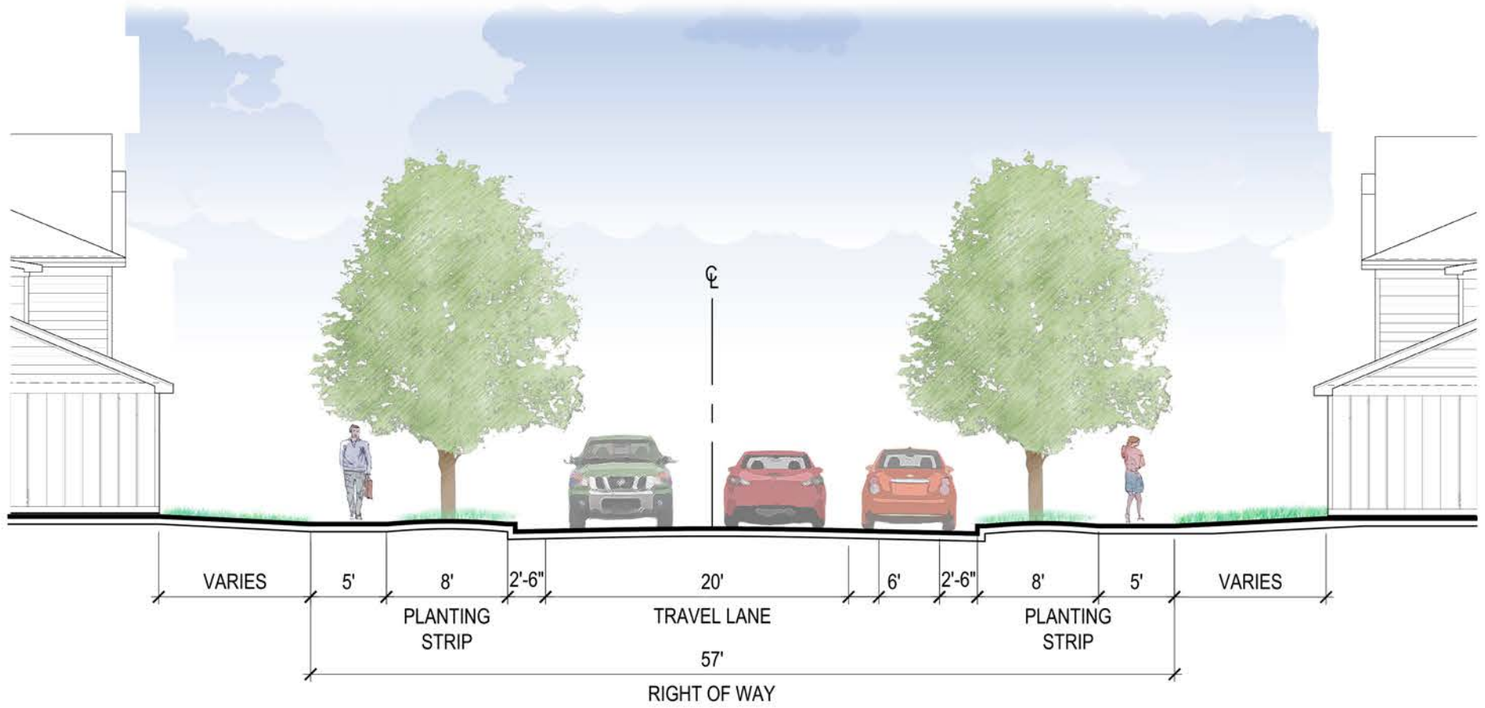
Street Cross Sections



Street Cross Section Type C

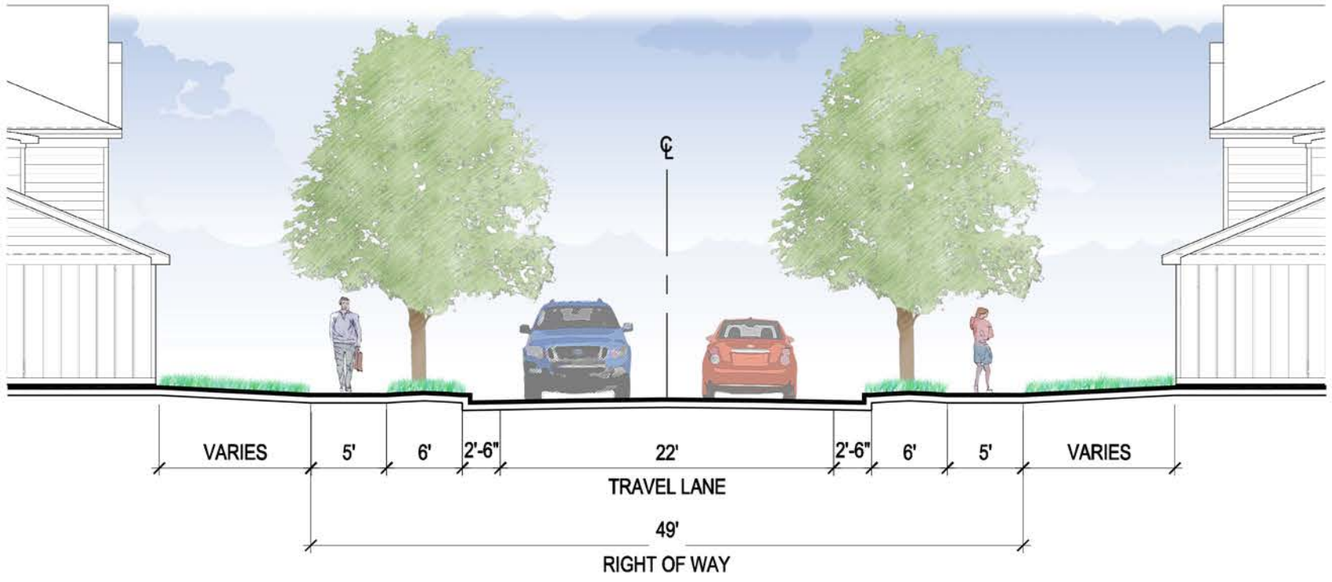


Street Cross Section Type D

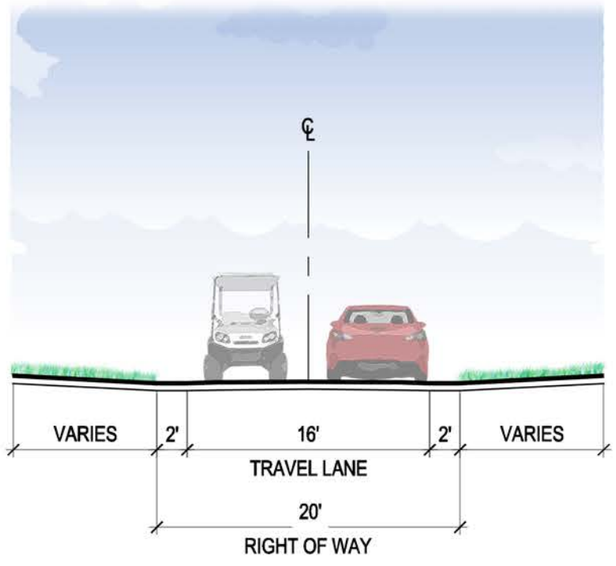


Street Cross Section Type D2

Street Cross Sections

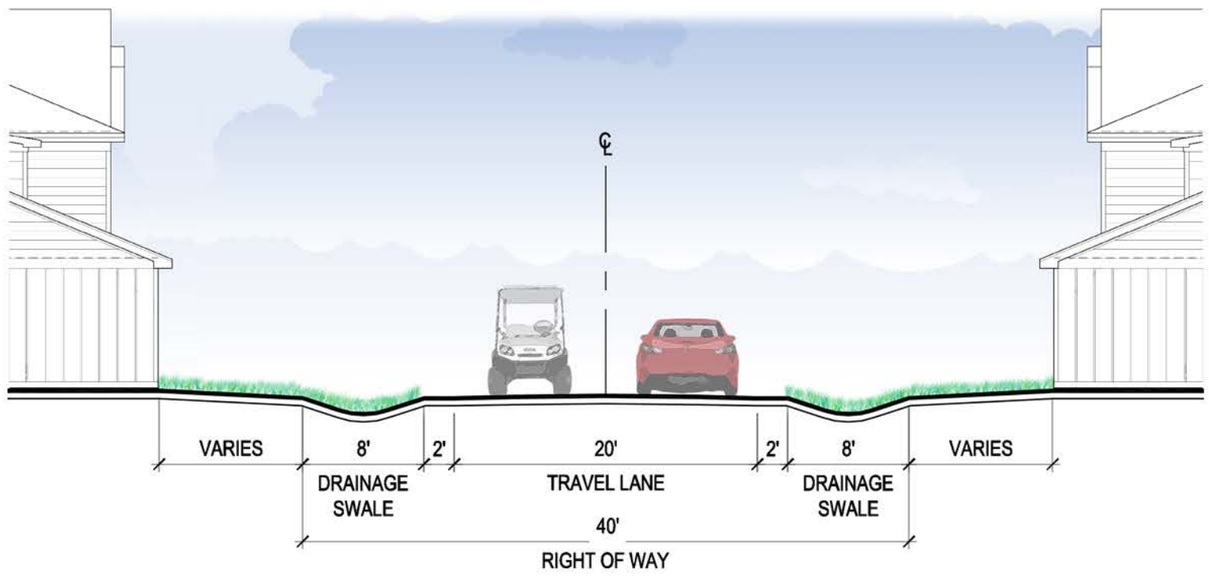


Street Cross Section Type E



Street Cross Section Type G

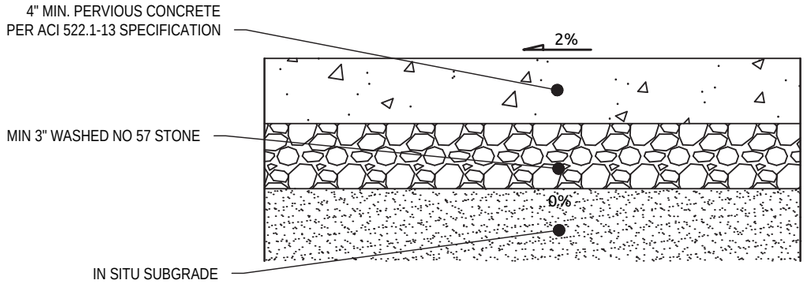
*NOTE: To be maintained by HOA



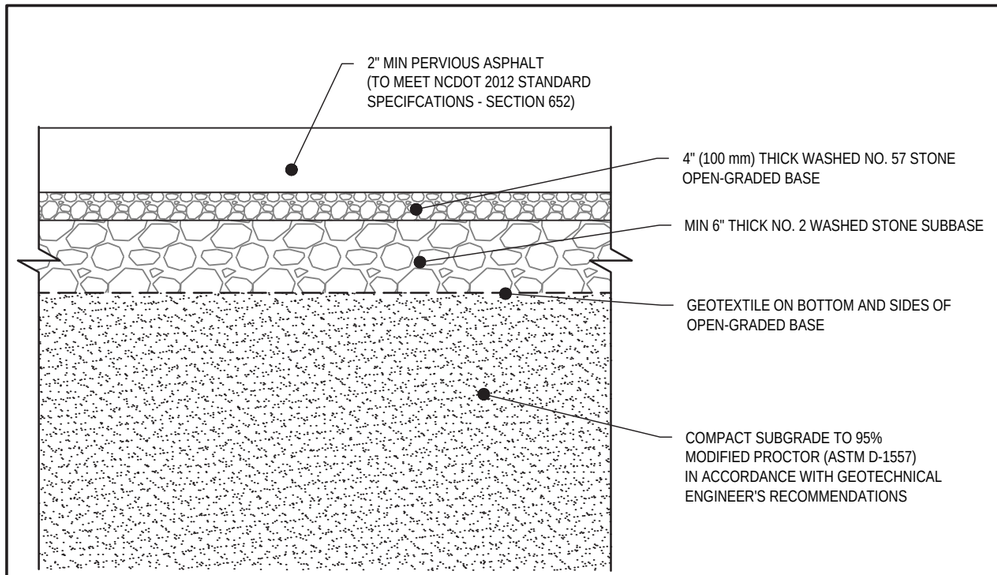
Street Cross Section Type F

Permeable Paving Options

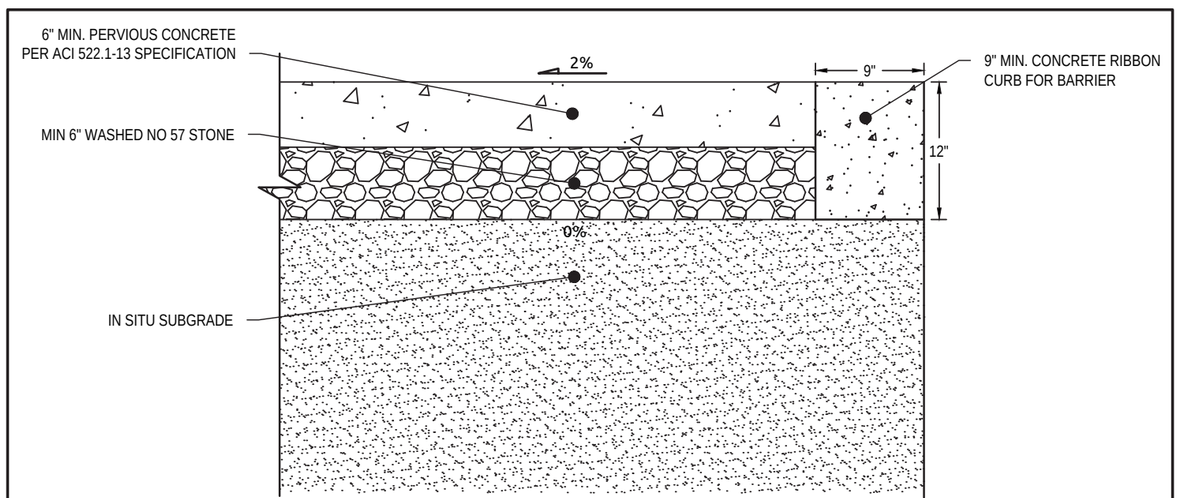
The developer of Beaufort East Village PUD may elect to utilize these permeable paving options for the areas cited below. These permeable pavement options are not required to be used. Minor variations to these design specifications can be approved by Town engineering staff without a PUD amendment.



PERVIOUS CONCRETE SIDEWALK DETAIL
NTS



PERVIOUS ASPHALT IN ALLEY AREAS DETAIL
NTS



PERVIOUS CONCRETE IN ALLEYS & PRIVATE PARKING AREAS DETAIL
NTS

Key Plan for Lot Types



LOT TYPE	DESCRIPTION	FRONT SET BACK	REAR SET BACK	SIDE SET BACK
A	40 FRONT LOAD (DETACHED GARAGE)	5'	5'	3' *
B	50' ALLEY LOAD	5'	5'	5'
B2	32' REAR LOAD	4'	5'	4'
C(1)	60'+ FRONT LOAD	5'	15'	5'
C(2)	60'+ FRONT LOAD	25'	15'	5'
D	40' FRONT LOAD	20'	15'	4'
E	50' FRONT LOAD	20'	15'	5'
TOWNHOME (FRONT LOAD)		20'	5'	0' **
TOWNHOME (ALLEY LOAD)		5'	5'	0' **

* ONE-STORY DETACHED GARAGES W/O HABITABLE SPACE MAY HAVE 0' SIDE SETBACK
** TOWNHOME BUILDING TO BUILDING SEPARATION IS A MINIMUM OF 10'.

LOT TYPE	DESCRIPTION	PUD AMENDMENT LOT COUNT	APPROVED PUD LOT COUNT
	20' WIDE TOWNHOME LOTS	94	96
	22' WIDE TOWNHOME LOTS	82	90
	26' WIDE TOWNHOME LOTS	44	44
B2	32' WIDE SINGLE-FAMILY LOTS	69	69
A&D	40' WIDE SINGLE-FAMILY LOTS	172	171
B1&E	50' WIDE SINGLE-FAMILY LOTS	179	175
C	60-90' WIDE SINGLE-FAMILY LOTS	145	145
TOTAL LOTS ALLOWED:		791	791
TOTAL LOTS PROPOSED:		785	790
	OPEN SPACE		

Beau Coast Conceptual Lot Types



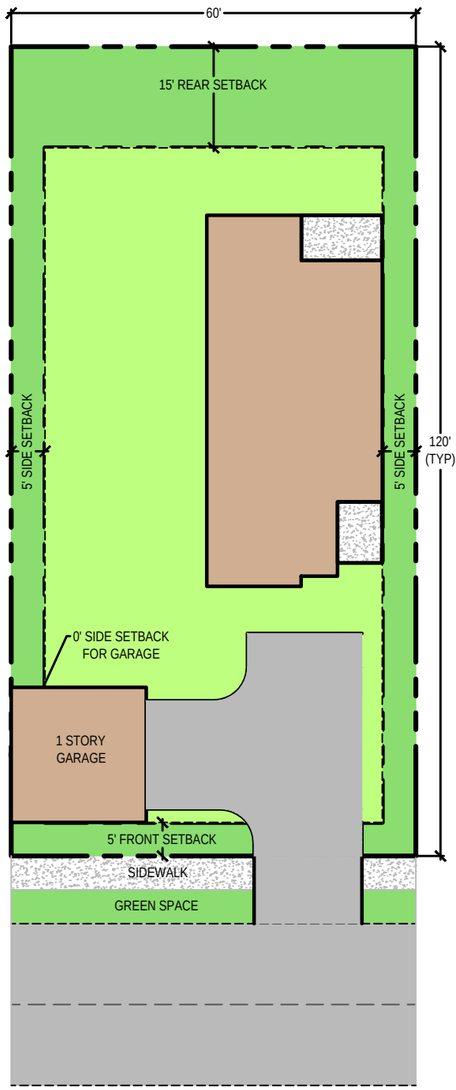
LOT TYPE A
BEAU COAST - 40' FRONT LOAD w/ DETACHED GARAGE
* OPTIONAL TWO-STORY GARAGE w/ HABITABLE SPACE SHALL HAVE THE SAME SETBACKS AS THE PRIMARY STRUCTURE

LOT TYPE B1
BEAU COAST - 50' ALLEY LOAD

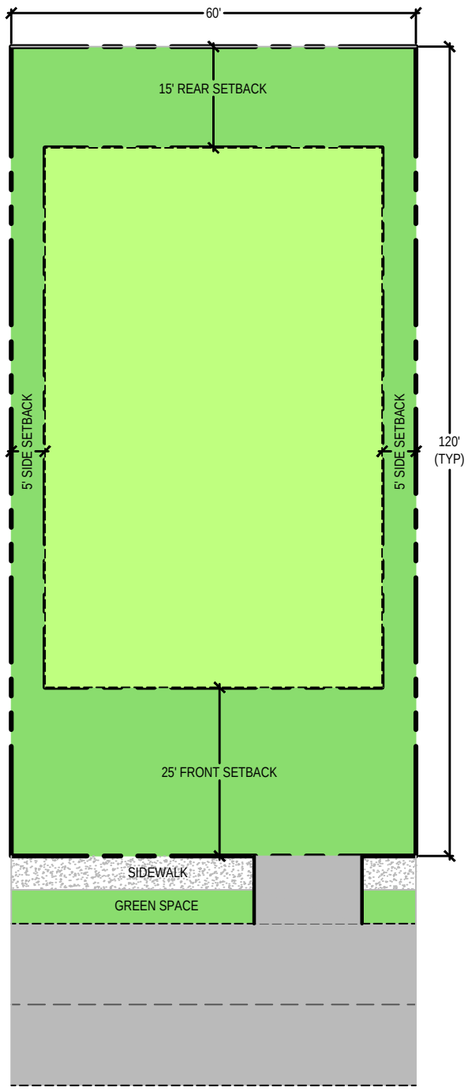
LOT TYPE B2
BEAU COAST - 4' SETBACK
32' REAR ALLEY LOAD

* The conceptual single family lot types above may be placed anywhere within the PUD boundary so long as the home and lot configurations meet the setbacks and minimum lot dimensions and as set forth in the PUD document (Key Plan for lot types table of setbacks)

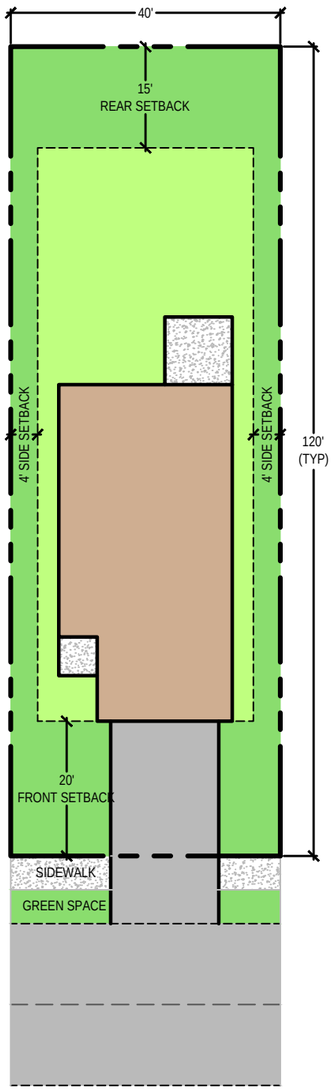
Beaufort East Village Conceptual Lot Types



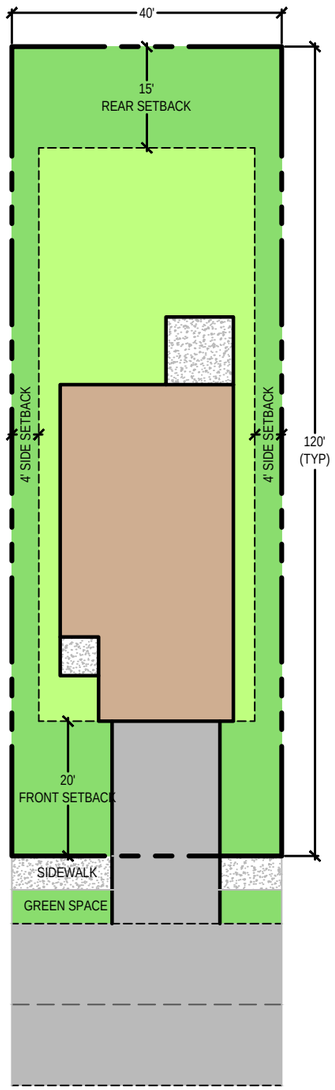
LOT TYPE C (OPTION 1)
BEAU COAST - 60' TO 90' FRONT LOAD
WITH DETACHED GARAGE



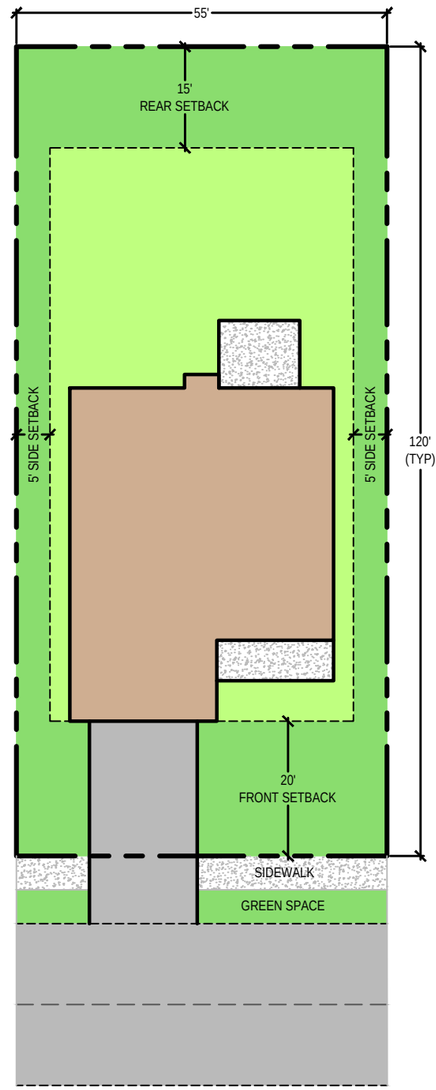
LOT TYPE C (OPTION 2)
BEAU COAST - 60' TO 90'
FRONT LOAD



LOT TYPE D
BEAUFORT
EAST VILLAGE - 40' FRONT LOAD



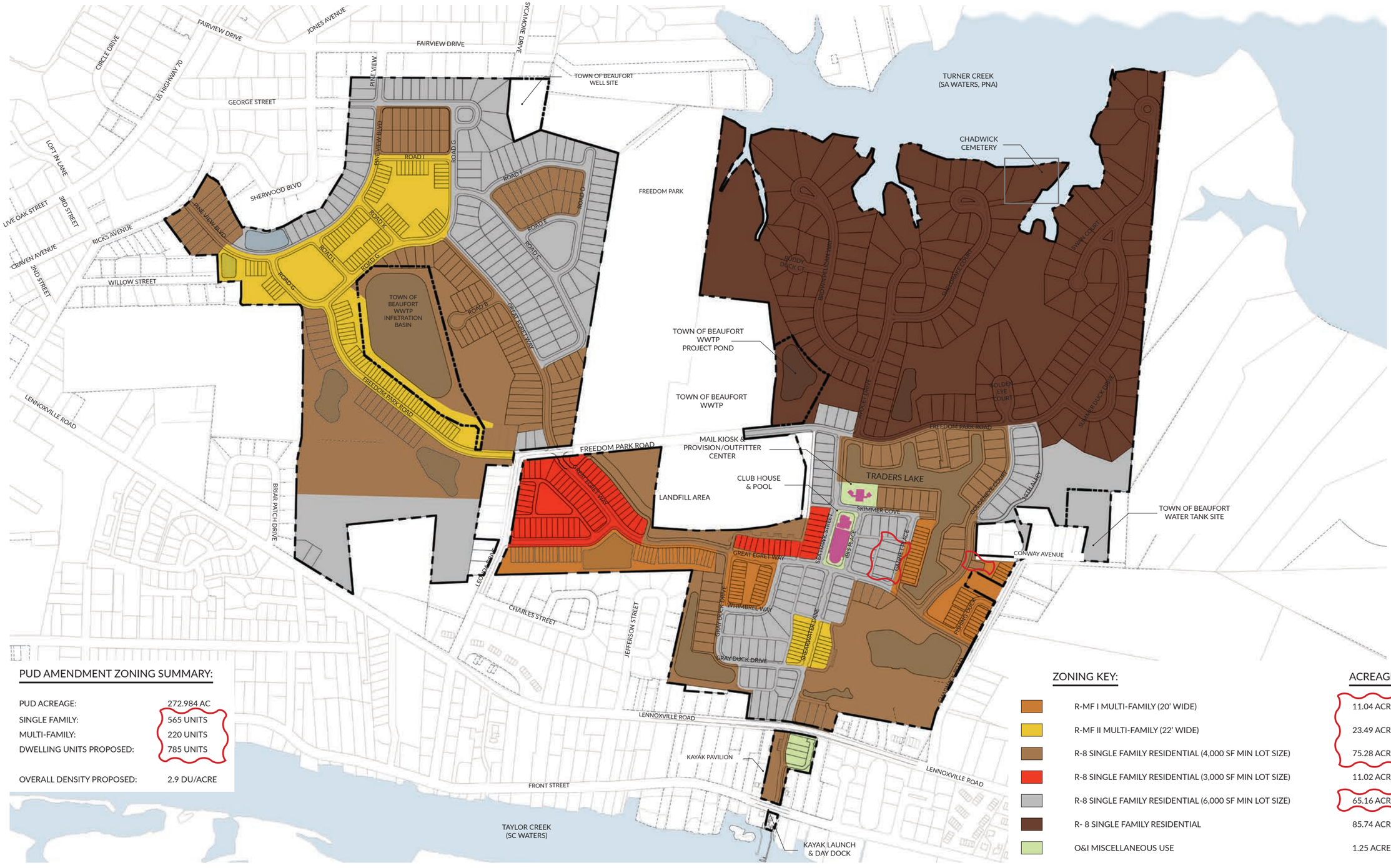
LOT TYPE D
BEAU COAST - 40' FRONT LOAD



LOT TYPE E
BEAUFORT
EAST VILLAGE - 50' FRONT LOAD

* The conceptual single family lot types above may be placed anywhere within the PUD boundary so long as the home and lot configurations meet the setbacks and minimum lot dimensions and as set forth in the PUD document (Key Plan for lot types table of setbacks)

PUD Master Zoning Plan



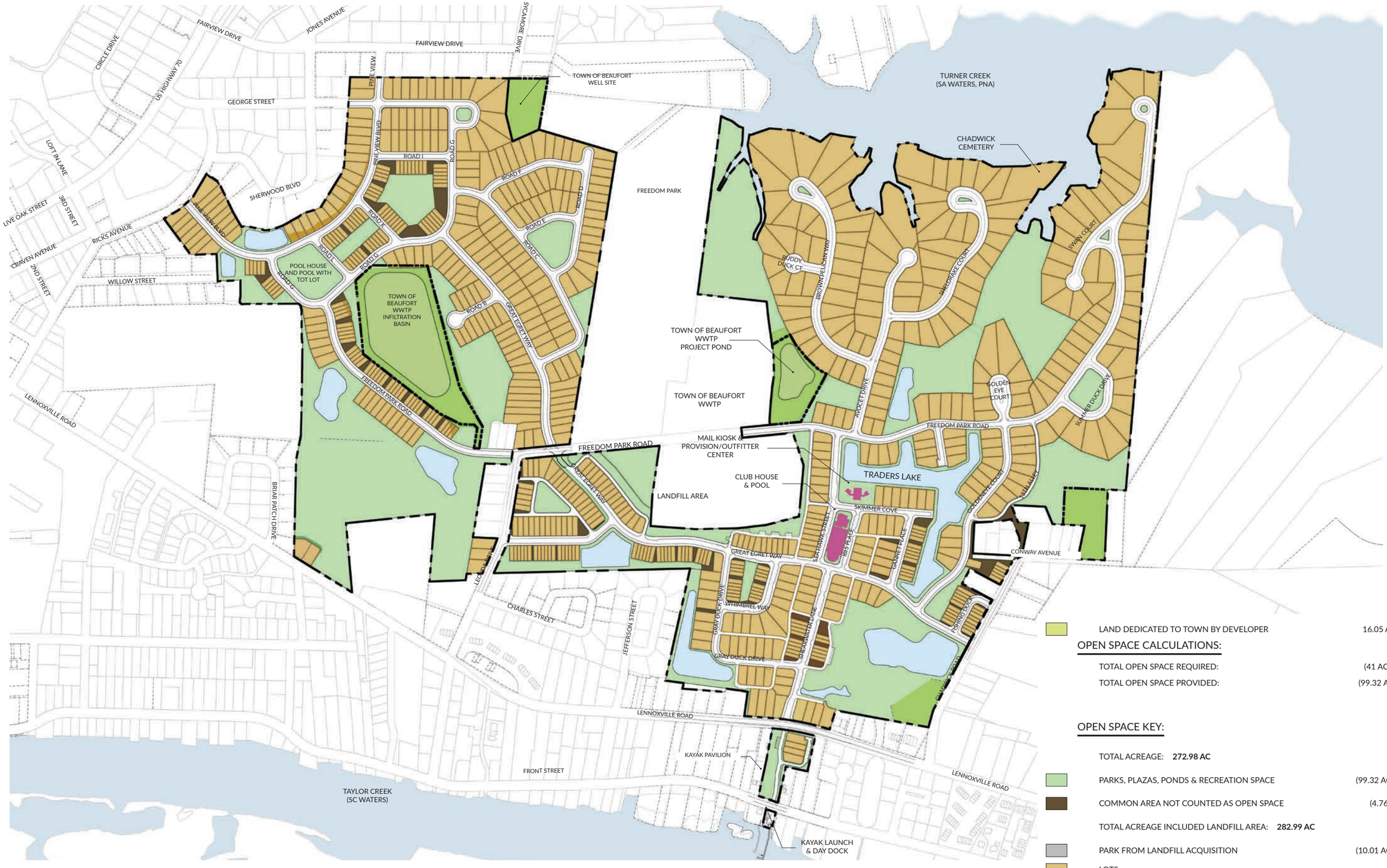
PUD AMENDMENT ZONING SUMMARY:

PUD ACREAGE:	272.984 AC
SINGLE FAMILY:	565 UNITS
MULTI-FAMILY:	220 UNITS
DWELLING UNITS PROPOSED:	785 UNITS
OVERALL DENSITY PROPOSED:	2.9 DU/ACRE

ZONING KEY:

	ACREAGE:
R-MF I MULTI-FAMILY (20' WIDE)	11.04 ACRES
R-MF II MULTI-FAMILY (22' WIDE)	23.49 ACRES
R-8 SINGLE FAMILY RESIDENTIAL (4,000 SF MIN LOT SIZE)	75.28 ACRES
R-8 SINGLE FAMILY RESIDENTIAL (3,000 SF MIN LOT SIZE)	11.02 ACRES
R-8 SINGLE FAMILY RESIDENTIAL (6,000 SF MIN LOT SIZE)	65.16 ACRES
R- 8 SINGLE FAMILY RESIDENTIAL	85.74 ACRES
O&I MISCELLANEOUS USE	1.25 ACRES

PUD Open Space Plan



	LAND DEDICATED TO TOWN BY DEVELOPER	16.05 ACRES

OPEN SPACE CALCULATIONS:

TOTAL OPEN SPACE REQUIRED:	(41 AC) 15%
TOTAL OPEN SPACE PROVIDED:	(99.32 AC) 36%

OPEN SPACE KEY:

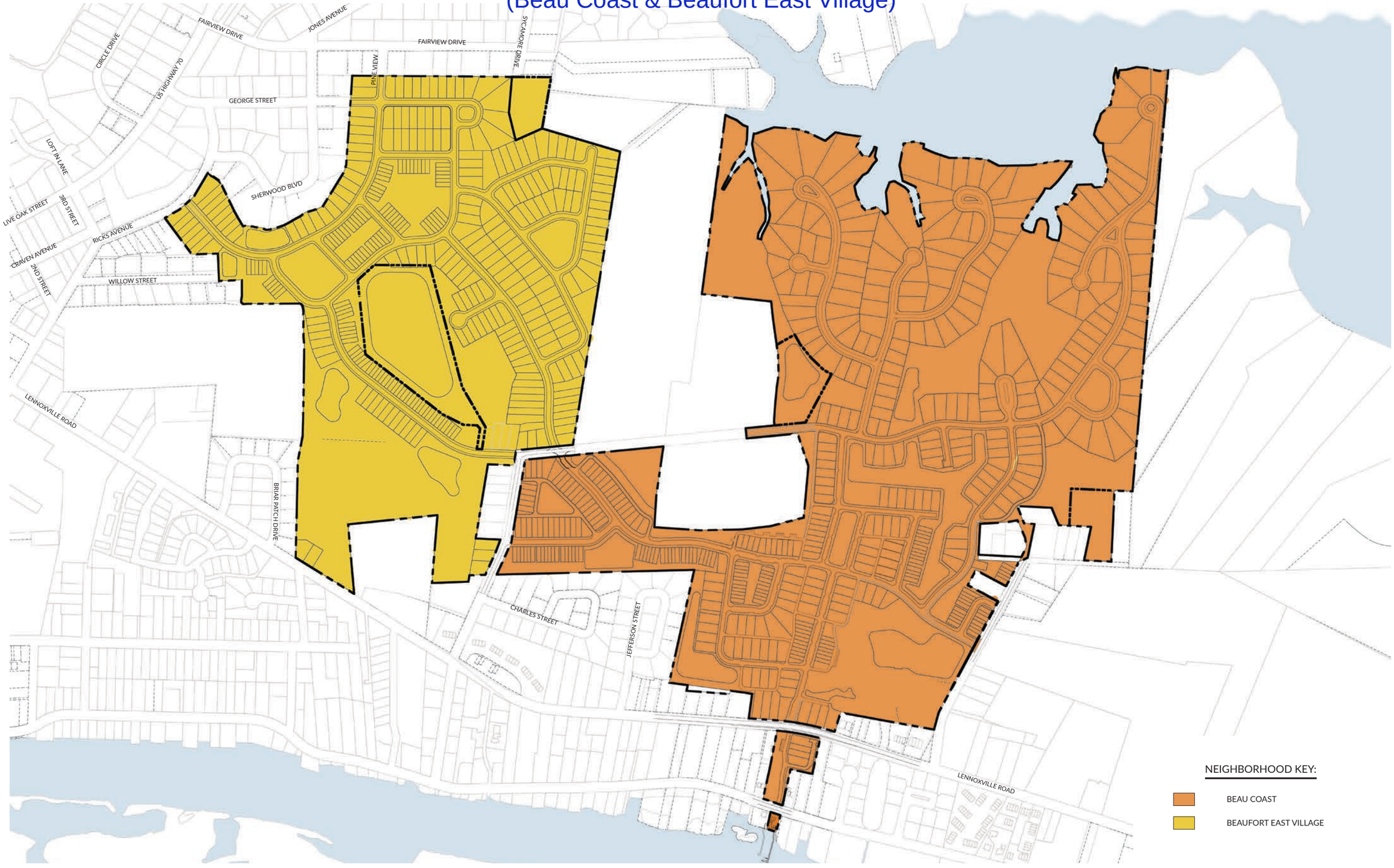
TOTAL ACREAGE: **272.98 AC**

PARKS, PLAZAS, PONDS & RECREATION SPACE	(99.32 AC - 36%)
COMMON AREA NOT COUNTED AS OPEN SPACE	(4.76 AC)

TOTAL ACREAGE INCLUDED LANDFILL AREA: **282.99 AC**

PARK FROM LANDFILL ACQUISITION	(10.01 AC - 38%)
LOTS	

Planned Unit Development Neighborhood Map
(Beau Coast & Beaufort East Village)



Chapter 2. Beau Coast Conceptual Product Types

Townhomes: 20’ Wide Front Load 1 Car Garage Townhome Collection



Townhomes: 22’ Wide Rear Load 2 Car Garage Townhome Collection



Single Family: 24’ Wide Detached Garage Cottage Collection

Beau Coast Lot Type A



i. BC 24 A (1734 sq ft)



ii. BC 24 B (1763 sq ft)



iii. BC 24 CTTT (1830 sq ft)



iv. BC 24 D (2052 sq ft)



v. BC 24 E (2301 sq ft)



vi. BC 24 F (2416 sq ft)

Single Family: 39’ Wide Rear Load Garage Collection

Beau Coast Lot Type B



i. BC 39 A (2066 sq ft)



ii. BC 39 B (2274 sq ft)



iii. BC 39 C (2306 sq ft)



iv. BC 39 D (2630 sq ft)



v. BC 39 E (2964 sq ft)



vi. BC 39 F (3180 sq ft)

Single Family: 24’ Wide Rear Load Garage Collection

Beau Coast Lot Type B2

Planter's Way



Streamline Developers

The Seaview



Streamline Developers

The Pollock



Streamline Developers

Chapter 3. Beaufort East Village Conceptual Types

Townhome: 22’ Wide One Car Garage Townhome Collection



Single Family: 26’ 2 Car Garage Collection

Beaufort East Village Lot Type D



i. BEV 26 A (1927 sq ft)



ii. BEV 26 BT (1932 sq ft)



iii. BEV 26 C (1896 sq ft)



iv. BEV 26 D (1832 sq ft)

Single Family: 40’ Wide 2 Car Garage Collection

Beaufort East Village Lot Type E



i. BEV 40 A (2228 sq ft)



ii. BEV 40 B (2335 sq ft)



iii. BEV 40 C (2529 sq ft)



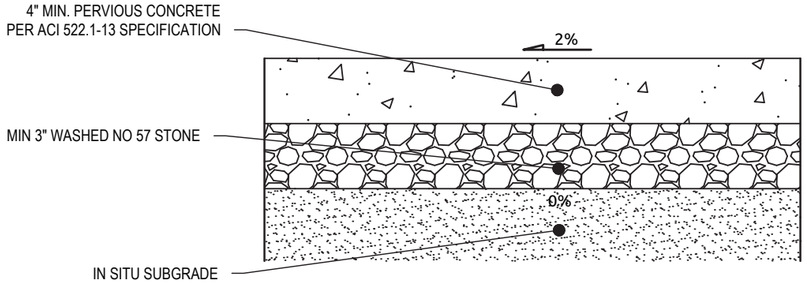
iv. BEV 40 D (2791 sq ft)



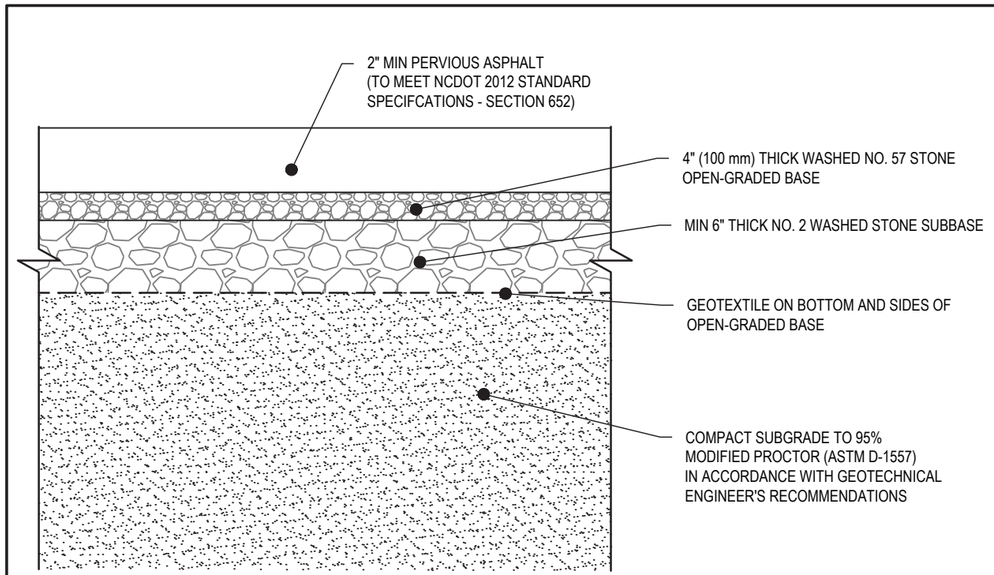
v. BEV 40 E (2925 sq ft)

Permeable Paving Options

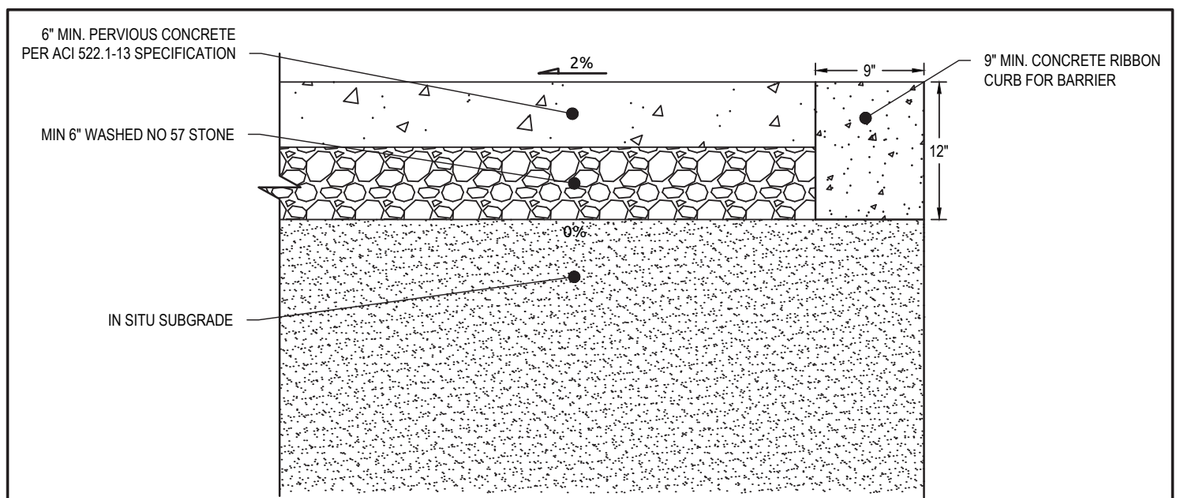
The developer of Beaufort East Village PUD may elect to utilize these permeable paving options for the areas cited below. These permeable pavement options are not required to be used. Minor variations to these design specifications can be approved by Town engineering staff without a PUD amendment.



PERVIOUS CONCRETE SIDEWALK DETAIL
NTS



PERVIOUS ASPHALT IN ALLEY AREAS DETAIL
NTS



PERVIOUS CONCRETE IN ALLEYS & PRIVATE PARKING AREAS DETAIL
NTS

Key Plan for Lot Types

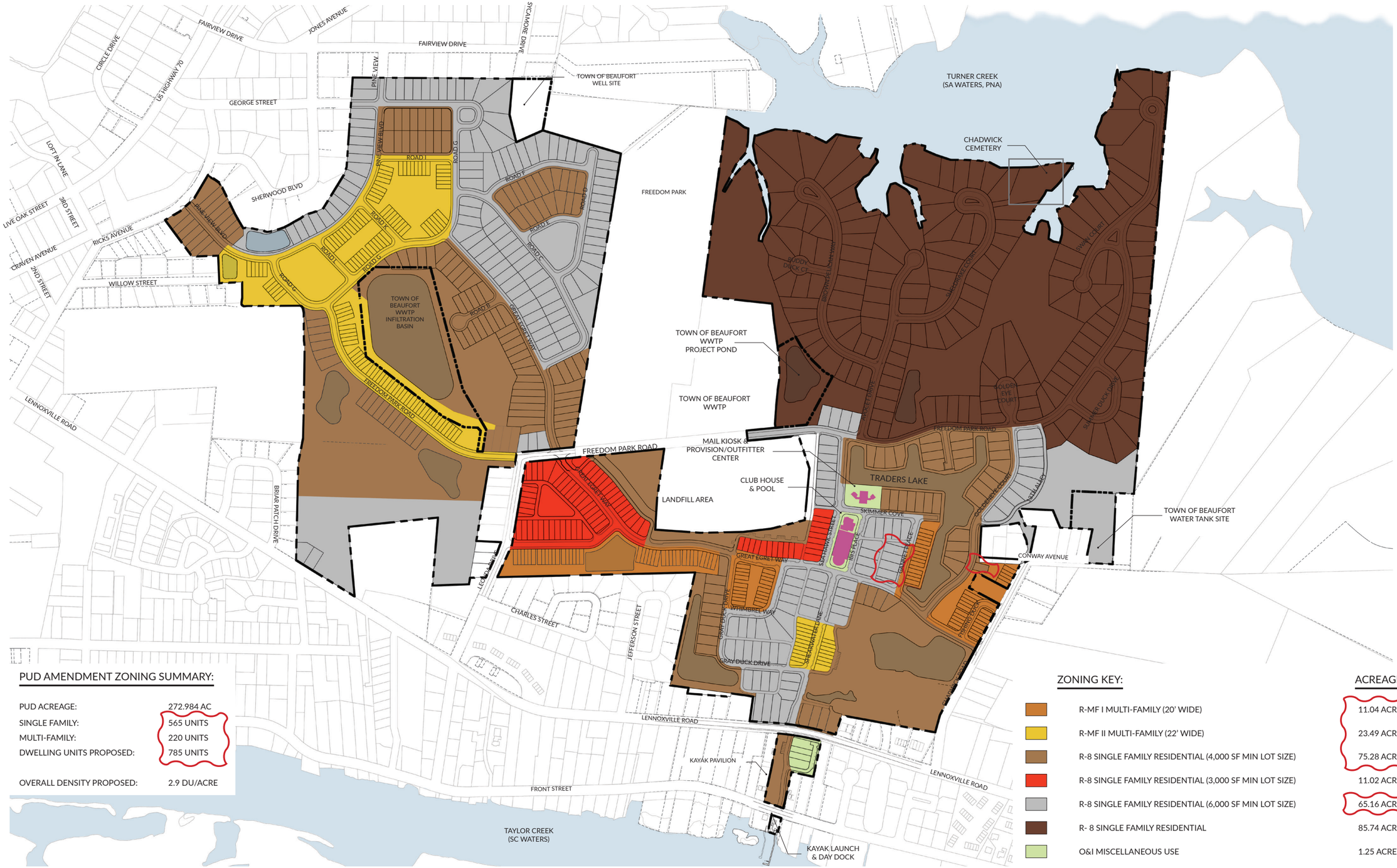


LOT TYPE	DESCRIPTION	FRONT SET BACK	REAR SET BACK	SIDE SET BACK
A	40 FRONT LOAD (DETACHED GARAGE)	5'	5'	3' *
B	50' ALLEY LOAD	5'	5'	5'
B2	32' REAR LOAD	4'	5'	4'
C(1)	60'+ FRONT LOAD	5'	15'	5'
C(2)	60'+ FRONT LOAD	25'	15'	5'
D	40' FRONT LOAD	20'	15'	4'
E	50' FRONT LOAD	20'	15'	5'
TOWNHOME (FRONT LOAD)		20'	5'	0' **
TOWNHOME (ALLEY LOAD)		5'	5'	0' **

* ONE-STORY DETACHED GARAGES W/O HABITABLE SPACE MAY HAVE 0' SIDE SETBACK
** TOWNHOME BUILDING TO BUILDING SEPARATION IS A MINIMUM OF 10'.

LOT TYPE	DESCRIPTION	PUD AMENDMENT LOT COUNT	APPROVED PUD LOT COUNT
	20' WIDE TOWNHOME LOTS	94	96
	22' WIDE TOWNHOME LOTS	82	90
	26' WIDE TOWNHOME LOTS	44	44
B2	32' WIDE SINGLE-FAMILY LOTS	69	69
A&D	40' WIDE SINGLE-FAMILY LOTS	172	171
B1&E	50' WIDE SINGLE-FAMILY LOTS	179	175
C	60-90' WIDE SINGLE-FAMILY LOTS	145	145
TOTAL LOTS ALLOWED:		791	791
TOTAL LOTS PROPOSED:		785	790
	OPEN SPACE		

PUD Master Zoning Plan



PUD AMENDMENT ZONING SUMMARY:

PUD ACREAGE:	272.984 AC
SINGLE FAMILY:	565 UNITS
MULTI-FAMILY:	220 UNITS
DWELLING UNITS PROPOSED:	785 UNITS
OVERALL DENSITY PROPOSED:	2.9 DU/ACRE

ZONING KEY:	ACREAGE:
R-MF I MULTI-FAMILY (20' WIDE)	11.04 ACRES
R-MF II MULTI-FAMILY (22' WIDE)	23.49 ACRES
R-8 SINGLE FAMILY RESIDENTIAL (4,000 SF MIN LOT SIZE)	75.28 ACRES
R-8 SINGLE FAMILY RESIDENTIAL (3,000 SF MIN LOT SIZE)	11.02 ACRES
R-8 SINGLE FAMILY RESIDENTIAL (6,000 SF MIN LOT SIZE)	65.16 ACRES
R- 8 SINGLE FAMILY RESIDENTIAL	85.74 ACRES
O&I MISCELLANEOUS USE	1.25 ACRES

Town of Beaufort, NC

Board of Commissioners
Virtual Work Session
4:00 PM – Monday, March 22, 2021

AGENDA CATEGORY: Discussion & Consideration

SUBJECT: Final Plat - Beau Coast Phase V

Case No. 21-07

BRIEF SUMMARY:

The applicant wishes to subdivide a 15.31 acre tract into 86 lots (49 Single-Family Residential Lots & 37 Townhome Lots). In addition to Planning Staff, the Town Engineer and applicants Engineer will also be available to answer questions regarding the proposed infrastructure.

At their March 15, 2021 meeting, the Planning Board recommended unanimously to approve the Final Plat.

REQUESTED ACTION:

Approve or Deny the Final Plat

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Garner, AICP

Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A

STAFF REPORT

To: Board of Commissioners

From: Kyle Garner, AICP, Town Planner

Date: March 15, 2021

Case No. 21-07 Beau Coast Phase V – Final Plat

THE QUESTION: Subdivide a 15.31acre tract into 86 lots (49 Single-Family Residential Lots & 37 Townhome Lots).

BACKGROUND: The preliminary plat for this area was approved in June 2020 for installation of infrastructure improvements.

Location:	Beau Coast Subdivision
Owners:	Blue Treasure, LLC
Requested Action:	Subdivide a 15.31 Acre Tract into 86 Lots
Existing Zoning	PUD
Size:	15.31 acres
Amount of Open Space:	6.347Acres
Existing Land Use:	Undeveloped

SPECIAL INFORMATION: As part of the Final Plat process the infrastructure can be either installed or bonded through a financial guarantee process to ensure completion of the project. The applicant has chosen to request to bond the infrastructure improvement and has submitted cost estimates for the complete cost of improvements totaling $762,125 (See estimated cost of improvement sheet from engineer).

At their March 15, 2021 meeting the Planning Board unanimously recommended to approve the Final Plat for Phase V of Beau Coast.

Public Utilities:

Water:	Town Of Beaufort
Sanitary Sewer:	Town Of Beaufort

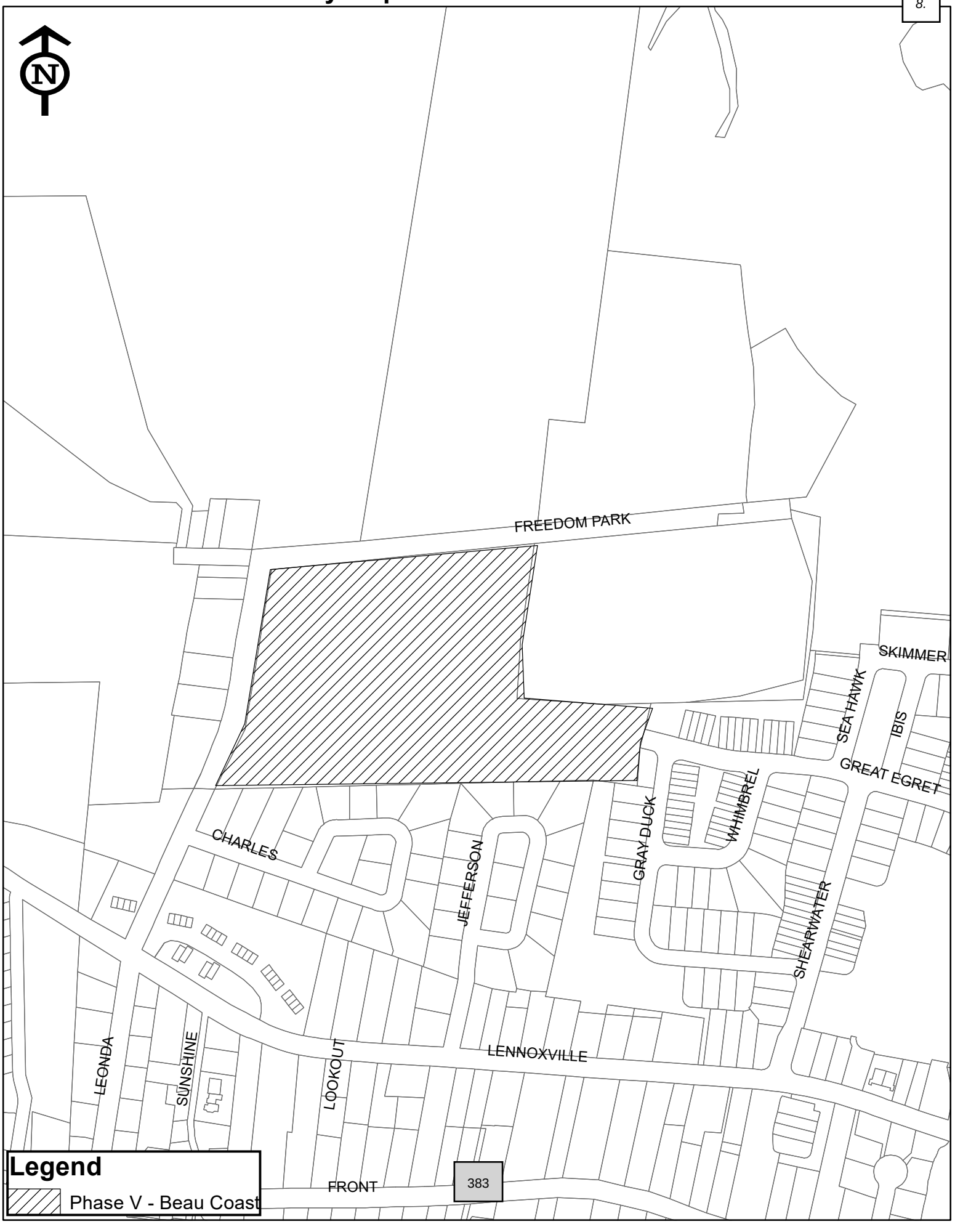
OPTIONS:

1. Approve the Final Plat for Beau Coast Phase V.
2. Deny the request

Attachments:

- Attachment A - Vicinity Map
- Attachment B - Final Plat for Beau Coast Phase V
- Attachment C - Bond Letter
- Attachment D – Bond Estimates
- Attachment E – Pervious Surface Details

Case 21-07 Vicinity Map - Final Plat - Phase V - Beau Coast



BEAU COAST SUBDIVISION PHASE 5

SURVEY CERTIFICATE

I, RUDOLF A VANDERVELDE JR, PLS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DB 1256 PG 198; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK, PAGE (AS SHOWN HERON); THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 20,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS XX DAY OF XXXXXX A.D., 2021.

I ALSO CERTIFY TO THIS MAP TO BE ONE OF THE FOLLOWING AS CHECKED BELOW;

A. CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

NORTH CAROLINA
SESSION
LAND SURVEYOR
RUDOLF A. VANDERVELDE

"PRELIMINARY PLAT"
NOT FOR CONVEYANCE,
RECORDATION, OR SALES

RUDOLF A. VANDERVELDE JR (PROFESSIONAL LAND SURVEYOR)
LICENSE # 5146

GENERAL NOTES

1. AREAS COMPUTED BY COORDINATE METHOD.
2. BASIS OF BEARING NAD 83(1986).
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. SEE SYMBOL LEGEND FOR PROPERTY CORNER DESIGNATIONS.
5. NO PORTION OF THE SUBJECT PROPERTY IS LOCATED IN SPECIAL FLOOD HAZARD ZONES ACCORDING TO NORTH CAROLINA FLOOD INSURANCE RATE MAP # 3720730600J, PANEL 7306, EFFECTIVE DATE: 7-16-2003 AND MAP # 3720730500J, PANEL 7305, EFFECTIVE DATE: 7-16-2003
6. ALLEYS ARE PRIVATE BUT PUBLICLY AVAILABLE FOR POLICE, FIRE, TRASH, ETC. WITH NO LIABILITY TO THE TOWN OF BEAUFORT.
7. WETLANDS SHOWN HEREON WERE DELINEATED BY LAND MANAGEMENT GROUP. SEE US ARMY CORPS OF ENGINEERS(WILMINGTON DISTRICT) NOTIFICATION OF JURISDICTIONAL DETERMINATION
   ACTION ID: 2007-02679-016
   ACTION ID: 2007-03212-016
   ACTION ID: 2007-02697-016
   ACTION ID: 2007-02705-016
8. THE TOWN OF BEAUFORT SHOULD BE CONTACTED TO VERIFY BUILDING SETBACKS AND OTHER DEVELOPMENTAL RESTRICTIONS.

BEAU COAST SUBDIVISION PHASE 5 SITE DATA

OWNER: BLUE TREASURE LLC
MAILING ADDRESS: 105 WESTON ESTATES WAY, CARY NC 27513
DEED REFERENCE: DB 1256 PG 198
PLAT REFERENCE: PB 33 PG 328, PB 32 PG 458
CARTERET COUNTY PIN: 731605005458000
TOWN OF BEAUFORT ZONING: PUD

TOTAL RESIDENTIAL LOTS: 86
SINGLE FAMILY LOTS (32' WIDE): 49
TOWNHOME UNITS: 37

TOTAL LOT ACREAGE: 5.724 ACRES
AVERAGE LOT SIZE: 2,899 SQ FT
DENSITY: 15.02 UNITS/ACRE
OPEN SPACE ACREAGE: 6.347 ACRES
PRIVATE RIGHT OF WAY: 0.878
DEDICATED PUBLIC RIGHT OF WAY: 2.361 ACRES

TOTAL PHASE 5 ACREAGE: 15.310 ACRES

SETBACKS

32' WIDE LOTS
4' FRONT
4' SIDE
5' REAR

TOWNHOME LOTS
20' FRONT
0' SIDE
5' REAR



(SITE MAP - FOR VISUAL PURPOSES ONLY)

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF BEAUFORT AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISHED MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I HEREBY DEDICATE ALL SANITARY SEWER, STORM SEWER AND WATER LINES TO THE TOWN OF BEAUFORT.

BLUE TREASURE LLC

BY: _____

NAME: _____
DATE
TITLE: MANAGER

CERTIFICATE OF APPROVAL BY THE PLANNING BOARD

THE BEAUFORT PLANNING BOARD HEREBY APPROVES THE FINAL PLAT FOR THE _____SUBDIVISION.

_____
CHAIRMAN, BEAUFORT PLANNING BOARD DATE

CERTIFICATE OF APPROVAL OF THE DESIGN AND INSTALLATION OF STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE TOWN OF BEAUFORT SPECIFICATIONS AND STANDARDS IN THE _____ SUBDIVISION OR THAT GUARANTEES OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN AN AMOUNT AND MANNER SATISFACTORY TO THE TOWN OF BEAUFORT HAVE BEEN RECEIVED AND THAT FILLING FEE FOR THIS PLAT, IN THE AMOUNT OF $_____ HAS BEEN PAID.

_____
TOWN MANAGEER DATE

REGISTER OF DEEDS

FILED FOR REGISTRATION AT _____, O'CLOCK ON THE _____ DAY OF _____, 2021

RECORDED IN MAP BOOK _____ PAGE _____

_____
REGISTER OF DEEDS CARTERET COUNTY DATE

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR BEAUFORT, NORTH CAROLINA, AND THAT THIS PLAT HAS BEEN APPROVED BY THE BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF CARTERET COUNTY.

_____
DATE TOWN CLERK, BEAUFORT

REVIEW OFFICER CERTIFICATE

I _____, REVIEW OFFICER OF CARTERET COUNTY, CERTIFY THAT THIS MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

_____
REVIEW OFFICER

_____
DATE

NORTH CAROLINA
CARTERET COUNTY

REVISIONS:	DATE: 2-18-21
	SURVEYED BY: RJ
	DRAWN BY: RAV
	CHECK & CLOSURE BY: RAV
	CAD FILE: BC PHASE 5 SD PLAT.DWG
	PROJECT NO: 0208097600

SUBDIVISION MAP OF
BEAU COAST PHASE 5
PROPERTY OF
BLUE TREASURE LLC

TOWNSHIP: BEAUFORT	COUNTY: CARTERET	STATE: NORTH CAROLINA
TOWN OF BEAUFORT ZONING: PUD	PIN: 731605005458000	SHEET 1 OF 3

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: C-0832 |
www.withersravenel.com

K:\DATA\08-0970\085976-Beaufort East Village Ph 1\Survey\CAD_Drawings\BC Phase 5 Subdivision Plat.dwg– Thursday, February 18, 2021 2:17:22 PM – VANDERVELDE, RUDY

SEE SHEET 1 OF 3 FOR SITE MAP, NOTES AND CERTIFICATIONS
SEE SHEET 3 OF 3 FOR EASEMENT CALLS

HATCH LEGEND

PUBLIC SEWER EASEMENT

PRIVATE DRAINAGE EASEMENT

NCGS "BEAUFORT"
NAD 83 (1986)
NC GRID COORDINATES
N=365,991.92
E=2,704,308.59
CSF=0.99991334

N 36°48'44" W 1,934.5' (GROUND)
N 41°16'08" W 1,926.91' (GRID)

FREEDOM PARK RD
50' PUBLIC R/W
MB 32 PG 457

CONTROL CORNER
REBAR FOUND
NC GRID COORDS
NAD 83 (1986)
N=360,266.9646
E=2,708,512.7728

N 84°32'24" E 809.92' (TOTAL)

FREEDOM PARK RD
EXISTING 60' PUBLIC R/W
MB 32 PG 458
MB 32 PG 457
MB 32 PG 458
DB 319 PG 25

519.19'

S 41°17'24" E 52.82' (TIE)

S 08°20'56" W 157.66'

S 08°11'40" W 135.23'

N 89°36'21" E 72.66'

S 80°32'02" E 95.01'

N 80°32'02" W 95.01'

N 80°32'02" W 95.01'

N 80°32'02" W 95.01'

N 80°32'02" W 96.71'

N 80°32'02" W 96.87'

N 80°32'02" W 96.87'

N 09°28'00" E 488.07' (TOTAL)

LEONDA DR
EXISTING 60' PUBLIC R/W

S 89°37'19" W 83.51'

S 89°37'19" W 174.25'

N 89°37'19" E 369.66' (TOTAL)

15TH ALLEY
20' PRIVATE R/W

S 89°37'19" W 405.64' (TOTAL)

BLUE BILL WAY
53' PUBLIC R/W

N 89°37'19" E 436.18' (TOTAL)

S 89°37'19" W 130.00' (TOTAL)

N 89°36'21" E 103.98' (TOTAL)

13TH ALLEY
20' PRIVATE R/W

N 45°43'52" E 177.71' (TOTAL)

N 44°16'08" E
20.00' (TIE)

S 45°43'52" E 108.91' (TOTAL)

GREAT EGRET WAY
65' PUBLIC R/W

S 45°43'52" E 86.26' (TOTAL)

N 45°43'52" W 86.26' (TOTAL)

16TH ALLEY
20' PRIVATE R/W

N 37°32'44" W 198.76' (TOTAL)

S 37°32'44" E 198.76' (TOTAL)

S 25°07'56" W
20.00' (TIE)

S 10°19'44" W 181.08'

S 85°06'33" E 265.55'

N 88°50'01" E 142.89'

S 88°38'12" W 130.59'

GREAT EGRET WAY
57' PUBLIC R/W

N 88°38'12" E 130.59' (TOTAL)

S 88°38'12" W 110.00' (TOTAL)

N 87°57'59" W 90.00' (TOTAL)

N 76°01'00" W 90.00' (TOTAL)

S 13°58'35" W 57.00'

S 15°35'35" W 81.72'

N 76°01'00" W 73.94'

S 76°01'00" E 73.99' (TOTAL)

GREAT EGRET WAY
EXISTING 57' PUBLIC R/W
PB 33 PG 505

S 13°58'35" W 8.69'

S 04°21'17" W 116.89'

N 62°07'30" W 68.41'

N 83°06'59" W 65.46'

N 15°52'00" E 55.70' (TIE)

S 88°39'08" W 1,151.96' (TOTAL)

N 77°58'18" W 130.00' (TOTAL)

S 17°01'42" W 98.36'

N 17°01'42" E 98.36'

S 17°01'42" W 98.36'

S 17°01'42" W 98.36'

S 17°01'42" W

FREEDOM PARK RD
EXISTING 60' PUBLIC R/W
MB 32 PG 458
MB 32 PG 457
MB 32 PG 458
DB 319 PG 25

N.C. GRID NORTH NAD 83 (1986)

"PRELIMINARY PLAT"
NOT FOR CONVEYANCE, RECORDATION, OR SALES
NORTH CAROLINA PROFESSIONAL SURVEYOR
R. A. VANDERVELDE

HATCH LEGEND

PUBLIC SEWER EASEMENT

PRIVATE DRAINAGE EASEMENT

LEGEND

AC - ACRES
CMF - CONCRETE MONUMENT FOUND
EOP - EDGE OF PAVEMENT
IPF - IRON PIPE FOUND
ISF - IRON STAKE FOUND
OS - OPEN SPACE
PKS - PK NAIL SET
PP - UTILITY POLE
RMF - RIGHT OF WAY MONUMENT FOUND
R/W - RIGHT OF WAY
RBF - REBAR FOUND
SQ FT - SQUARE FEET

△ - EASEMENT CORNER/BEND

NON SURVEYED LINES
BOUNDARY
BUFFER
EASEMENT
EXISTING R/W

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C100	24.72'	10.68'	S 47°48'10" E	10.60'
C101	431.50'	11.84'	S 34°45'45" E	11.84'
C102	70.50'	10.01'	S 33°15'27" W	10.00'
C103	70.50'	23.94'	N 67°03'04" E	23.82'
C104	278.50'	32.90'	S 76°36'47" E	32.88'
C105	278.50'	10.00'	N 72°14'00" W	10.00'
C106	278.50'	21.89'	S 68°57'12" E	21.88'
C107	131.00'	93.02'	N 69°16'49" E	91.06'
C108	24.98'	18.18'	S 64°39'55" E	17.78'
C109	335.50'	134.54'	S 55°18'44" E	133.64'
C110	278.50'	43.27'	S 84°28'54" E	43.23'

GRAPHIC SCALE
40 0 20 40 80
1 inch = 40 ft.

REVISIONS:	DATE: 2-18-21
	SCALE: 1"=40'
	SURVEYED BY: RJ
	DRAWN BY: RAV
	CHECK & CLOSURE BY: RAV
	CAD FILE: BC PHASE 5 SD PLAT.DWG
	PROJECT NO: 02080976.00

SUBDIVISION MAP OF
BEAU COAST PHASE 5
PROPERTY OF
BLUE TREASURE LLC

TOWNSHIP: BEAUFORT	COUNTY: CARTERET	STATE: NORTH CAROLINA
TOWN OF BEAUFORT ZONING: PUD	PIN: 7316050054580000	SHEET 3 OF 3

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: C-0832 |
www.withersravenel.com

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WithersRavenel
Our People. Your Success.

February 19, 2021

Mr. Kyle Garner, AICP
Planning & Inspections Director
Town of Beaufort
701 Front Street
Beaufort, NC 28516

RE: Beau Coast Phase 5 – Completion Bond Estimate
WR Project No. 02080976.50

Dear Mr. Garner:

On behalf of Blue Treasure, LLC, we are preparing this letter stating that as of February 12, 2021, the following public improvements need to be bonded to allow for plat recordation in Beau Coast Phase 5. A completion bond/letter of credit will be provided to the Town of Beaufort for the remaining improvements in the amount of 100% of the estimated construction costs. Our estimate of the remaining improvements is attached.

In total our estimate comes to a total of $762,125 for the remaining improvements.

Please advise if this amount is satisfactory to the Town and the Owner will post the required financial guarantee. Please let us know if you need any additional information regarding this matter and thanks for your continued assistance on this project.

Sincerely,
WithersRavenel

Joe Boyd, PE
Project Manager

CC: Greg Meshaw, PE – Town of Beaufort
Karl Blackley – Blue Treasure, LLC
Don Mizelle – WithersRavenel, Inc.

BOND ESTIMATE

Town of Beaufort
701 Front Street
Beaufort, NC 28516
(252) 728-2141
www.beafortnc.org

PROJECT NAME:	Beau Coast Phase 5
OWNER:	Blue Treasure, LLC
ENGINEER:	Joe Boyd, PE
ENGINEER PHONE NO.:	910-256-9277
ENGINEER EMAIL:	jboyd@withersravenel.com
DATE:	2/19/2021

UNLESS OTHERWISE SPECIFIED ALL BONDS ARE FOR THE BODY OF THE PLAT

SIGNATURE AND SEAL OF SUBMITTING ENGINEER

NORTH CAROLINA PROFESSIONAL SEAL 39113 ENGINEER JOSEPH S. BOYD

I, Joseph S. Boyd a Registered Licensed Professional, do hereby vertify that I have personally supervised the measurement thereof and that the quantities expressed herein represent an accurate measurement of the work to be completed on this project. This bond estimate covers all the infrastructure improvements on the project referenced above.

Please sign below

STREET PAVEMENT	LINEAR FEET:	WIDTH:	UNIT COST (Dollars/SY)	TOTAL:
Final Asphalt Surface Course	4500	20	$ 10.50	$ 105,000.00
Initial Asphalt Suface Course	4500	20	$ 10.30	$ 103,000.00
Asphalt Intermediate Course				$ -
Asphalt Base Course				$ -
Aggregate Base Course	4500	20	$ 17.00	$ 170,000.00
Fine Grading	4500	20	$ 0.90	$ 9,000.00
				$ -
			Subtotal	**$ 387,000.00**

STREET INCIDENTALS	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Street Signs		Each		$ -
Street Trees (40' O.C.)		Each		$ -
Street Lights		Each		$ -
Pavement Striping		LF		$ -
				$ -
				$ -
			Subtotal	**$ -**

CURBING & SIDEWALK:	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
2'-6" Standard Curb		LF		$ -
2'-6" Rolled curb	6750	LF	$ 15.00	$ 101,250.00
4' Wide Sidewalk		LF		$ -
5' Wide Sidewalk	4600	LF	$ 21.00	$ 96,600.00
Driveway Aprons		Each		$ -
Handicap Ramp	17	Each	$ 750.00	$ 12,750.00
Saw Cuts to correct Curb Cracks	20	Each	$ 75.00	$ 1,500.00
				$ -
			Subtotal	**$ 212,100.00**

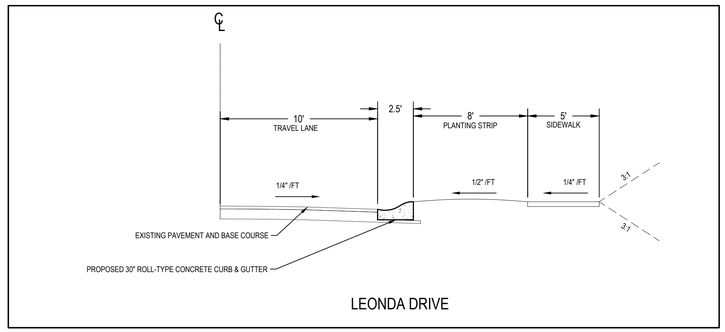
SANITARY SEWER	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
8" PVC Gravity Sewer		LF		$ -
8" DIP Gravity Sewer		LF		$ -
10" PVC Gravity Sewer		LF		$ -
10" DIP Gravity Sewer		LF		$ -
12" PVC Gravity Sewer		LF		$ -
12" DIP Gravity Sewer		LF		$ -
15" PVC Gravity Sewer		LF		$ -
15" DIP Gravity Sewer		LF		$ -
2" PVC Force Main		LF		$ -
4" PVC Force Main		LF		$ -
4" DIP Force Main		LF		$ -
6" PVC Force Main		LF		$ -
6" DIP Force Main		LF		$ -
8" PVC Force Main		LF		$ -
8" DIP Force Main		LF		$ -
4'0" Dia. Manhole		LF		$ -
5'0" Dia Manhole		LF		$ -
Service Laterals, Main to Cleanout		Each		$ -
Pump Station		Lump Sum		$ -
				$ -
				$ -
				$ -
			Subtotal	**$ -**

WATER	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
2" PVC Water Main		LF		$ -
4" PVC Water Main		LF		$ -
4" DIP Water Main		LF		$ -
6" PVC Water Main		LF		$ -
6" DIP Water Main		LF		$ -
8" PVC Water Main		LF		$ -
8" DIP Water Main		LF		$ -
10" PVC Water Main		LF		$ -
10" DIP Water Main		LF		$ -
12" PVC Water Main		LF		$ -
12" DIP Water Main		LF		$ -
2" Valve (includes Curb Box)		Each		$ -
4" Valve (includes Curb Box)		Each		$ -
6" Valve (includes Curb Box)		Each		$ -
8" Valve (includes Curb Box)		Each		$ -
10" Valve (includes Curb Box)		Each		$ -
12" Valve (includes Curb Box)		Each		$ -

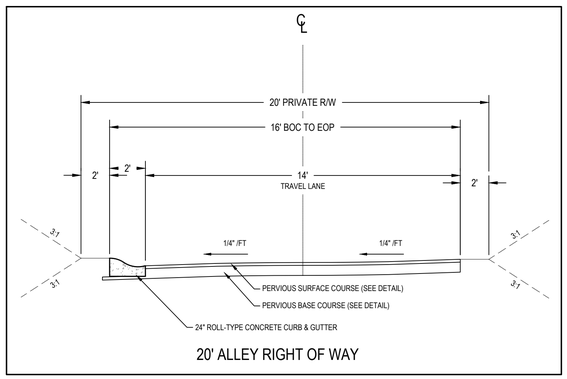
Fire Hydrant (includes Hydrant Leg & Valve)		Each		$ -
Vaults		Each		$ -
Manholes		Each		$ -
Fittings		Lump Sum		$ -
Service Connections (includes Tap, Service Tubing, Meter Box and Meter Setter)	85	Each	$ 525.00	$ 44,625.00
				$ -
				$ -
				$ -
			Subtotal	**$ 44,625.00**

DRAINAGE	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
15" RCP		LF		$ -
15" Dual Wall HDPE		LF		$ -
15" Dual Wall Polyproplene		LF		$ -
18" RCP	1320	LF	$ 50.00	$ 66,000.00
18" Dual Wall HDPE		LF		$ -
18" Dual Wall Polyproplene		LF		$ -
24" RCP	340	LF	$ 60.00	$ 20,400.00
24" Dual Wall HDPE		LF		$ -
24" Dual Wall Polyproplene		LF		$ -
30" RCP		LF		$ -
30" Dual Wall HDPE		LF		$ -
30" Dual Wall Polyproplene		LF		$ -
36" RCP		LF		$ -
36" Dual Wall HDPE		LF		$ -
36" Dual Wall Polyproplene		LF		$ -
42" RCP		LF		$ -
42" Dual Wall HDPE		LF		$ -
42" Dual Wall Polyproplene		LF		$ -
48" RCP		LF		$ -
48" Dual Wall HDPE		LF		$ -
48" Dual Wall Polyproplene		LF		$ -
15" FES		Each		$ -
18" FES	2	Each	$ 2,000.00	$ 4,000.00
24" FES		Each		$ -
30" FES		Each		$ -
36" FES		Each		$ -
42" FES		Each		$ -
48" FES		Each		$ -
Curb Inlet	13	Each	$ 2,000.00	$ 26,000.00
Yard Inlet		Each		$ -
Manhole (0'-6' Deep)	1	Each	$ 2,000.00	$ 2,000.00
		Each		$ -
				$ -
				$ -
			Subtotal	**$ 118,400.00**

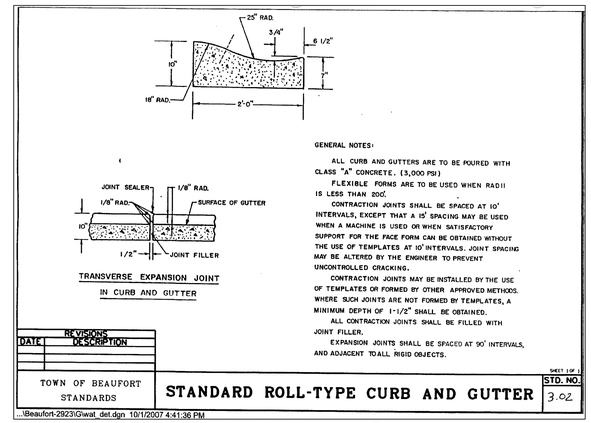
TOTAL ESTIMATE ⇒ $762,125.00



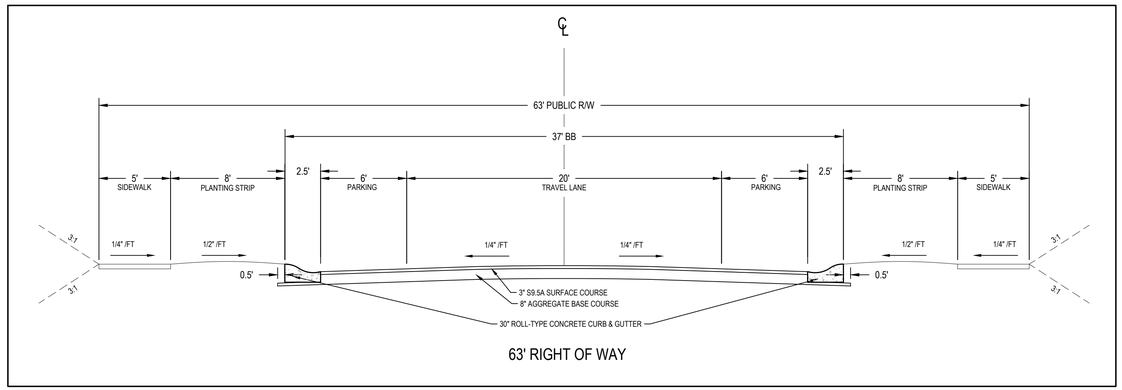
LEONDA DRIVE



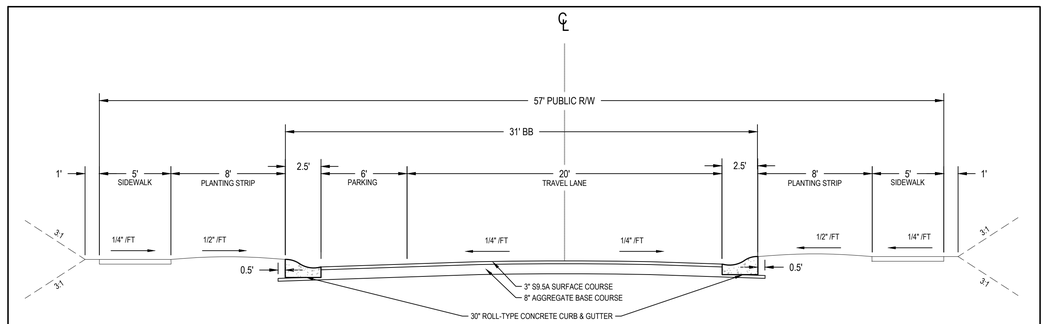
20' ALLEY RIGHT OF WAY



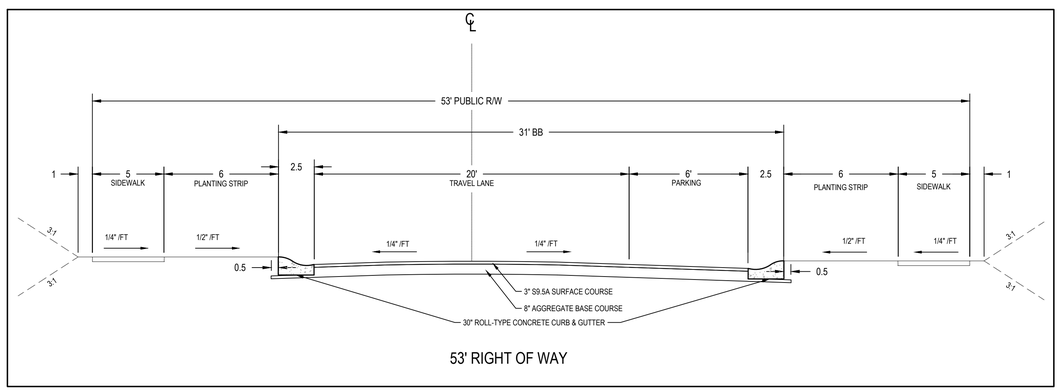
NOTE: ALLEYS TO UTILIZE 24" WIDE CURBING AND ROADWAYS TO UTILIZE 30" WIDE CURBING



63' RIGHT OF WAY

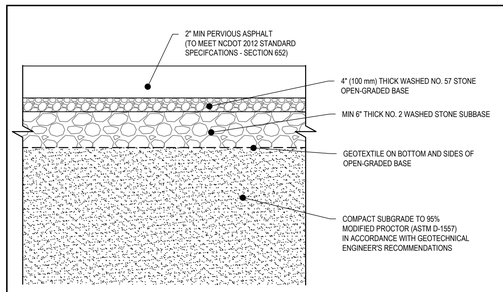


57' RIGHT OF WAY

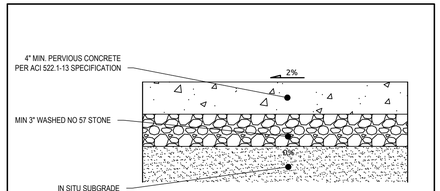


53' RIGHT OF WAY

PERVIOUS SURFACE DETAILS



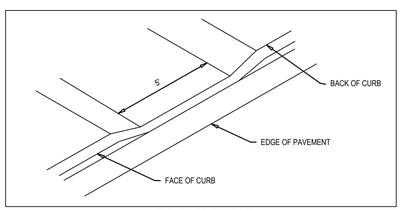
PERVIOUS ASPHALT IN ALLEY AREAS DETAIL
NTS



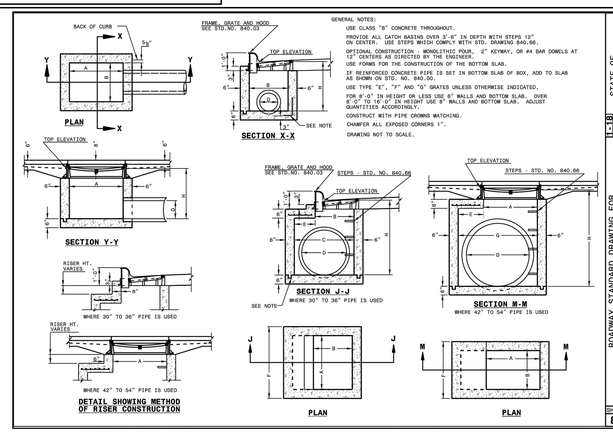
PERVIOUS CONCRETE SIDEWALK DETAIL
NTS

PERVIOUS CONCRETE IN ALLEYS & PRIVATE PARKING AREAS DETAIL
NTS

ADDITIONAL NOTES:
1. FOLLOW CONSTRUCTION SEQUENCE SPECIFIED BY NCDEQ STORMWATER DESIGN MANUAL C-5 PERMEABLE PAVEMENT.
2. MUST USE WASHED STONE TO PREVENT CLOGGING.
3. SLOPE OF SUBGRADE MAY NOT BE GREATER THAN 2%
4. A MINIMUM OF 50 INCHES/HOUR PAVEMENT SURFACE INFILTRATION RATE MUST BE MAINTAINED.
5. ASTM C1701 STANDARD TEST METHOD FOR INFILTRATION RATE OF IN PLACE PERVIOUS CONCRETE RECOMMENDED.
6. FOLLOW MAINTENANCE REQUIREMENTS SPECIFIED BY NCDEQ STORMWATER DESIGN MANUAL, SECTION C-5 PERMEABLE PAVEMENT.
7. SIGNAGE IS RECOMMENDED.
8. PERMEABLE PAVEMENT STRUCTURAL DESIGN BASED ON SOIL REPORT AND RECOMMENDATIONS, AND PERVIOUSPAVE V1.0 DESIGN SOFTWARE BY AMERICAN CONCRETE PAVEMENT ASSOCIATION (ACPA)



CURB CUT DETAIL
N.T.S.



DETAIL FOR CATCH BASIN LOCATED IN LEONDA DRIVE RIGHT OF WAY ONLY

WithersRavenel
Engineers | Planners | Surveyors
219 Station Road | Ste 101 | Wilmington, NC 28405 | t. 910.256.9277 | license #: C-0832 | www.withersravenel.com

BEAU COAST PHASE 5
BEAUFORT, NC

ROADWAY & STORM DRAIN DETAILS

Job No.	Drawn By
02080976.50	TG
Date	Designer
2/13/2020	JSB

NORTH CAROLINA PROFESSIONAL SEAL 049102 ENGINEER JOSEPH S. BOYD
3-4-21

Revisions

Sheet No.
D1.0

K:\08-09\02080976.50-Beau Coast Phase 5\CAD\Drawing Sets\Construction\D1.0 DETAILS.dwg Thursday, March 4, 2021 3:20:22 AM - BOYD, JOSEPH

Town of Beaufort, NC

Board of Commissioners
Virtual Work Session
4:00 PM – Monday, March 22, 2021

AGENDA CATEGORY: Discussion & Consideration

SUBJECT: Preliminary Plat - Beaufort East Village Phase 1
Case No. 21-08

BRIEF SUMMARY:

The applicant wishes to subdivide a 41.79 Acre Tract into 108 Lots (60 Single-Family & 48 Townhouses). In addition to Planning Staff, the Town Engineer and applicants Engineer will also be available to answer questions regarding the proposed infrastructure.

At their March 15, 2021 meeting, the Planning Board recommended unanimously to approve the Preliminary Plat.

REQUESTED ACTION:

Approve or Deny the Preliminary Plat.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Garner, AICP

Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A

To: Town of Beaufort Board of Commissioners

From: Kyle Garner, AICP, Town Planner

Date: March 16, 2021

Project Beaufort East Village Phase I – Preliminary Plat

THE QUESTION: Subdivide a 41.79 Acre Tract into 108 Lots

BACKGROUND:

Location:	Ricks Avenue, George & Leonda Drive
Owners:	Blue Treasure, LLC
Requested Action:	Subdivide a 41.16 acre tract into 108 lots
Existing Zoning	PUD
Pin #:	7306207193750002, 730508796926000, 730619615640000
Size:	41.79 Acres
Amount of Recreation Space:	1.58 Acres
Amount of Open Space:	23.02 Acres
Existing Land Use:	Undeveloped
Adjoining Land Use & Zoning:	North – By undeveloped residential, zoned PUD & Developed residential, Zoned R-8 South – By residential developed property zoned R-8 East – By undeveloped residential, zoned PUD & Developed residential, Zoned R-8 West – By residential developed property zoned R-8 & TCA

SPECIAL INFORMATION: This Preliminary Plat was approved in August 2016 and expired in 2018. The design/layout has not changed and the applicant is resubmitting because time had expired on the approval.

This is the first phase of development for the Planned Unit Development for Blue Treasure/Beaufort East Village that was approved in June of 2015. In 2015 the Commissioners placed six conditions on the request. As part of Beaufort East Village Phase I four of these conditions have been addressed and are as follows:

1. Perform a traffic study as a precondition of the development of Beaufort East Village. ***This item has been complete and a presentation given at the August 29, 2016 Board of Commissioner Workshop.***

3. Create 20-foot buffers on Willow, Charles and Jefferson streets. ***These buffers are shown on the development plans.***

4. Install a multi-use path from Ocean Street to Willow Street. ***The location of the multi-use path is included in the development plans and will be installed per Town specs.***

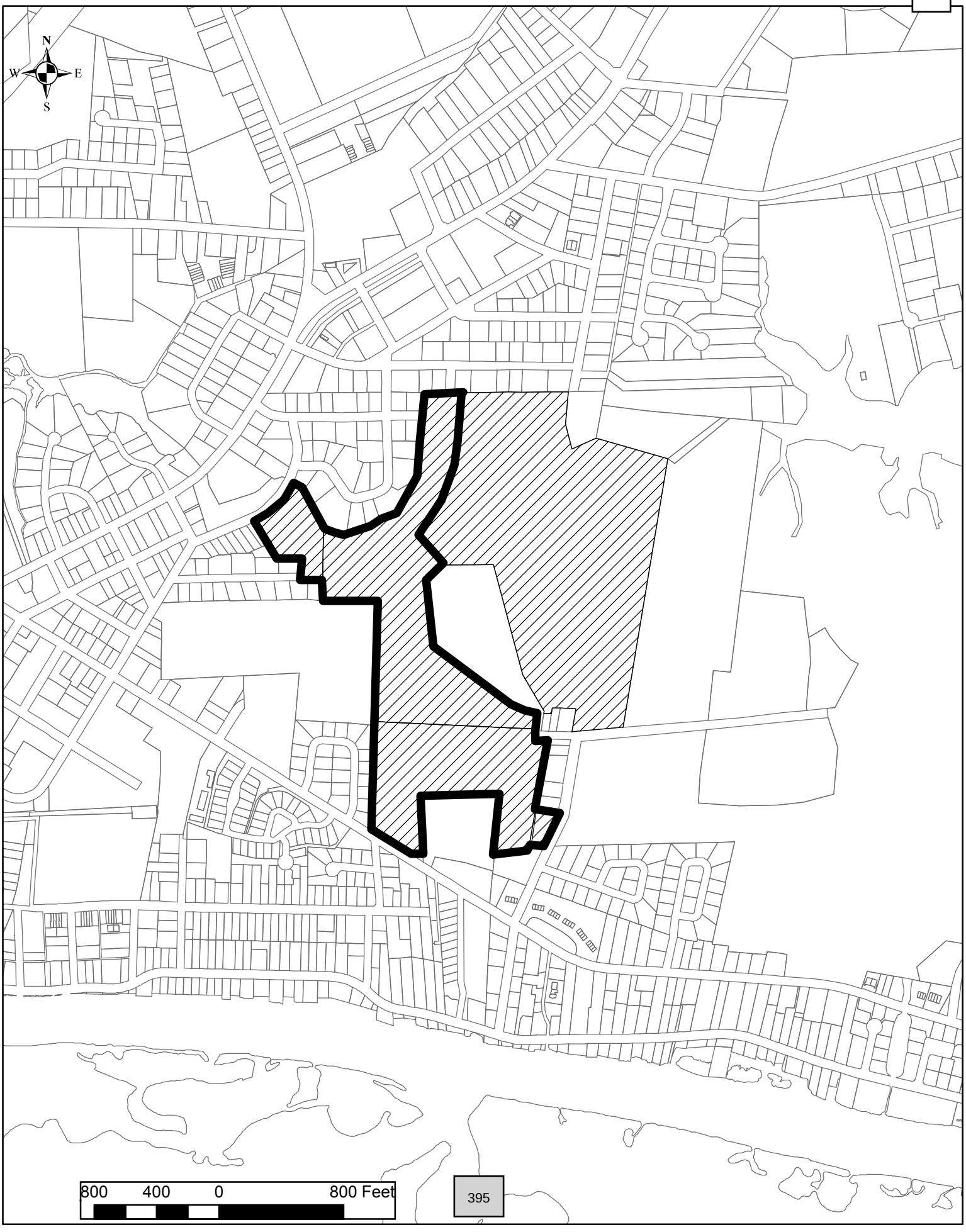
5. Install sidewalks on Ricks Avenue, provided the Town assists with acquisition of easements. ***The developer's engineers are working with Town Engineering staff to meet this condition.***

Public Utilities & Works:
Town Water
Town Sewer

OPTIONS:
1. Approve the request as presented
2. Deny the request.
3. Table the request.

ATTACHMENTS:
Attachment – A – Vicinity Map
Attachment – B – Preliminary Plat Maps

Preliminary Plat -.41.16 acres - Beaufort East Village - Phase I



CONSTRUCTION DRAWINGS FOR

BEAUFORT EAST VILLAGE

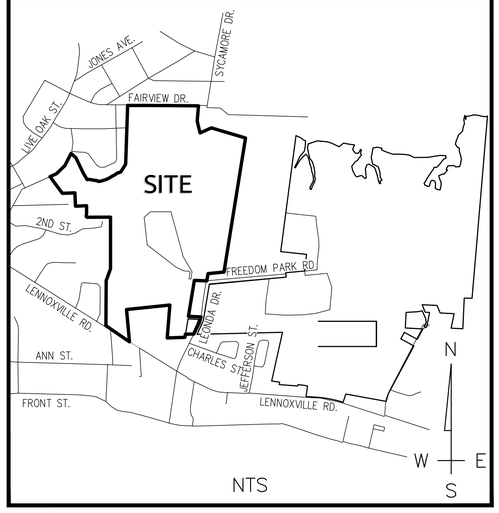
PHASE 1

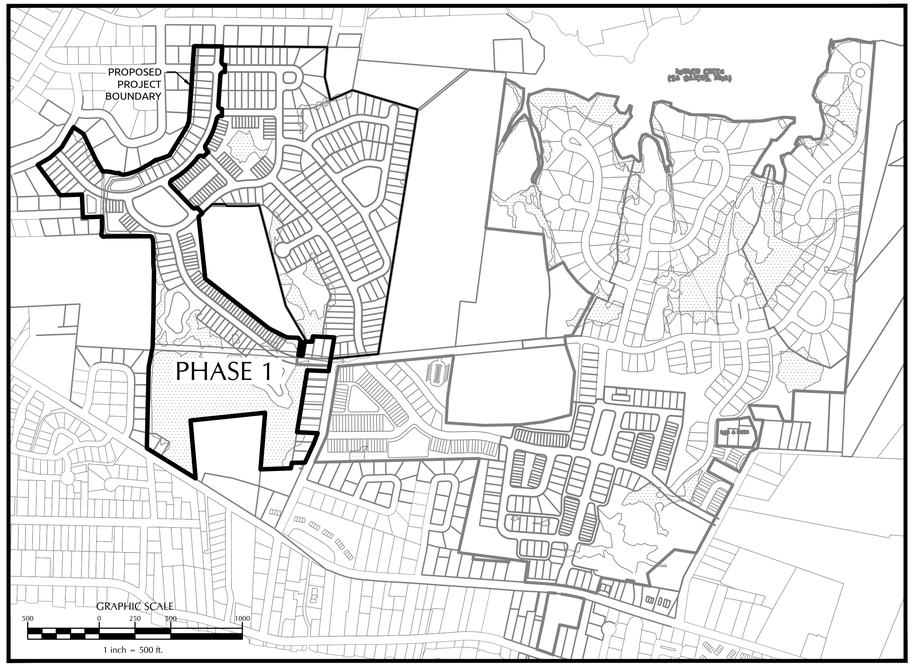
BEAUFORT, NC

SEPTEMBER 2020

CONSTRUCTION PLANS
BEAUFORT EAST VILLAGE PHASE 1
FOR: BEAUFORT EAST VILLAGE PHASE 1
W&R PROJECT NO.: 020809.76

VICINITY MAP





LEGEND

LINETYPE DESCRIPTION		LINETYPE DESCRIPTION	
EXISTING WATERLINE	W	PROPOSED UNDERGROUND ELECTRIC	UE
PROPOSED WATERLINE	W	EXISTING GASLINE	G
EXISTING STORM DRAINAGE		PROPOSED GASLINE	G
PROPOSED STORM DRAINAGE		SILT FENCE	SF
EXISTING SANITARY SEWER	SS	FENCE	XX XX XX XX XX XX
PROPOSED SANITARY SEWER	SS	TREE PROTECTION	TP
EXISTING FORCE MAIN	FM	SWALE	
PROPOSED FORCE MAIN	FM	RIGHT-OF-WAY	
EXISTING ELECTRIC (OVERHEAD)	E	EXISTING WETLANDS	
PROPOSED ELECTRIC (OVERHEAD)	E	1' CONTOUR	
EXISTING UNDERGROUND ELECTRIC	UE	5' CONTOUR	
EXISTING EASEMENT		PROPOSED EASEMENT	

NORTH CAROLINA PROFESSIONAL SEAL 39113 ENGINEER JOSEPH S. BOYD

9-29-2020

FINAL DESIGN
NOT APPROVED FOR CONSTRUCTION

PREPARED BY:

WithersRavenel
Engineers | Planners | Surveyors
219 Station Road, Suite 101 | Wilmington, NC 28405 | t: 910.256.9277 | license #: C-0832 |
www.withersravenel.com

INDEX OF SHEETS

SHEET NO.	SHEET TITLE
C-1	PROJECT NOTES
C-2	EXISTING CONDITIONS
C-3	SUBDIVISION PLAN
C-4	ZONING & LOT USE PLAN
C-5	UTILITY PLAN
C-6	OVERALL DRAINAGE PLAN
C-7	EROSION CONTROL PLAN
C-8	PINE VIEW BLVD. PLAN & PROFILE STA. 0+00 TO 13+00
C-9	PINE VIEW BLVD STA. 13+00 TO 19+89 AND GEORGE ST. STA. 10+00 TO 2+50 PLAN & PROFILE
C-10	SPOONBILL LANE PLAN & PROFILE STA. 0+00 TO 7+13
C-11	FREEDOM PARK RD. PLAN & PROFILE STA. 0+00 TO 13+00
C-12	FREEDOM PARK RD. PLAN & PROFILE STA. 13+00 TO 15+75 & YELLOWLEGS LANE PLAN & PROFILE
C-13	PS-1 TO MH-1 SEWER RUN PLAN & PROFILE
C-14	LENNOXVILLE ROAD AND LEONDA DRIVE SEWER EXTENSIONS PLAN & PROFILE
P-1	SKIMMER BASIN & BMP #7A WET DETENTION POND DETAILS
P-2	BMP#7B & BMP #7C WET DETENTION POND DETAILS
P-3	BMP#7D WET DETENTION POND DETAILS
L1.0	OVERALL LANDSCAPE PLAN
L1.1	LANDSCAPE PLAN
L1.2	LANDSCAPE PLAN
L1.3	LANDSCAPE PLAN DETAILS
S-1	PRELIMINARY STREET LIGHTING PLAN
D-1	ROADWAY & STORM DRAIN DETAILS
D-2	WATER DETAILS
D-3	WATER & SEWER DETAILS
D-4	SEWER, STORM & ROADWAY DETAILS
D-5	WATER, SEWER & STORM DETAILS
D-6	EROSION CONTROL DETAILS
PS-1	PUMP STATION GENERAL NOTES
PS-2	PUMP STATION SITE PLAN
PS-3	PUMP STATION ACCESS ROAD LAYOUT
PS-4	PUMP STATION PLAN DETAIL
PS-5	PUMP STATION SECTION DETAIL
PS-6	PUMP STATION DETAILS
PS-7	PUMP STATION ELECTRICAL PLAN & DETAILS
PS-8	PUMP STATION ELECTRICAL PLAN & DETAILS
PS-9	PUMP STATION MISCELLANEOUS DETAILS
PS-10	PUMP STATION MISCELLANEOUS DETAILS
PS-11	PUMP STATION MISCELLANEOUS DETAILS

DEVELOPER/OWNER

BLUE TREASURE, LLC
100 WESTON ESTATES WAY
CARY, NORTH CAROLINA 27513
919-481-3000

ATTN: KARL BLACKLEY

K:\DATA\20-097\D\080976.20-Beaufort East Village Ph 1\CAD\COVER-BEU-PH1.dwg - Wednesday, September 30, 2020, 8:06:23 AM - BOYD, JOSEPH

DEVELOPMENT DATA:

TOTAL PHASE 1 AREA: 41.79 AC.

ALL OF PHASE 1 DRAINS TO SC WATERS

AREA OF LOTS: 11.74 AC.
RECREATION AREA: 1.58 AC.
AREA OF R/W: 5.45 AC.
AREA OF WETLANDS: 13.97 AC.
AREA OF OPEN SPACE: 23.02 AC.

PROPOSED STREETS: 4,527 LF

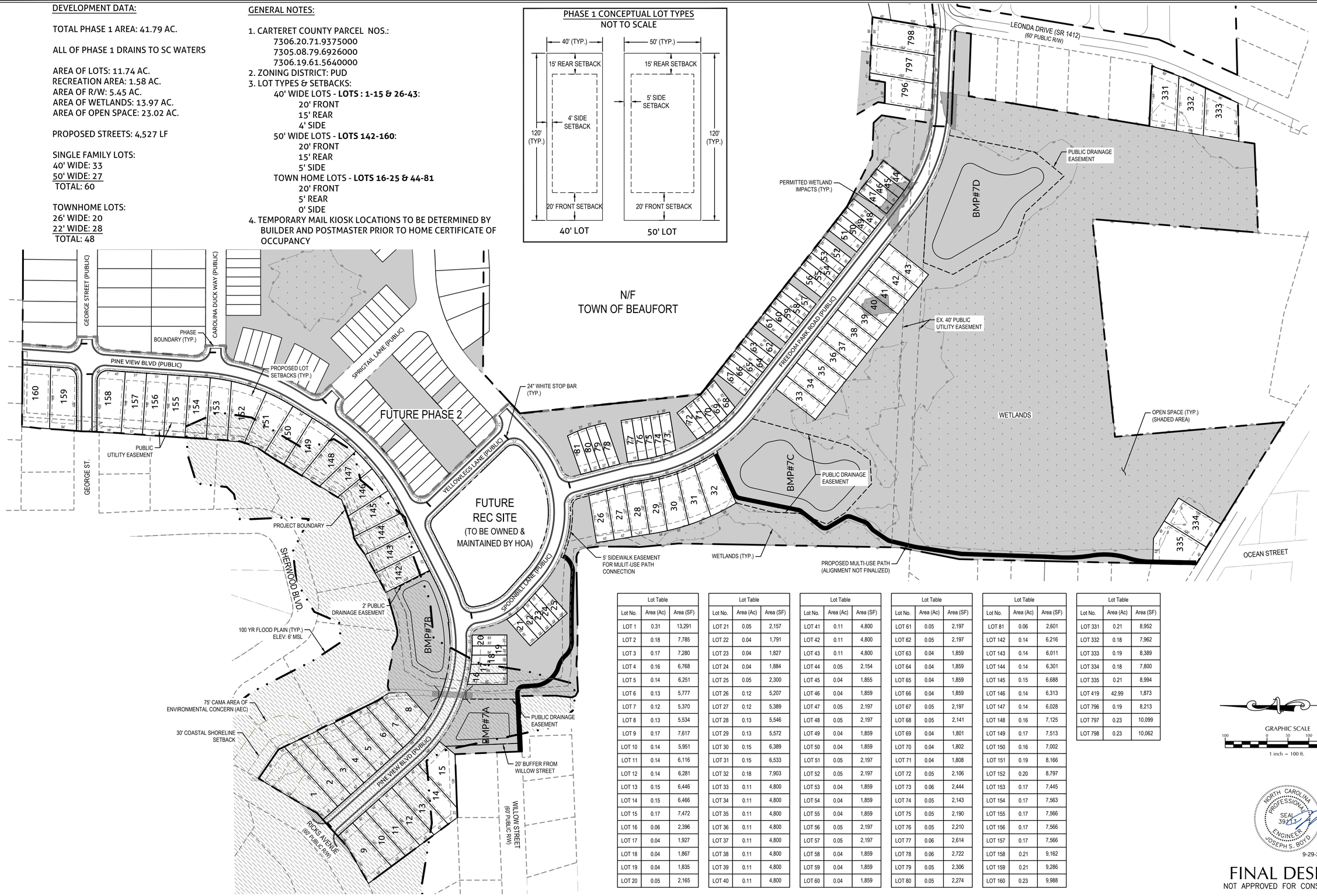
SINGLE FAMILY LOTS:
40' WIDE: 33
50' WIDE: 27
TOTAL: 60

TOWNHOME LOTS:
26' WIDE: 20
22' WIDE: 28
TOTAL: 48

GENERAL NOTES:

1. CARTERET COUNTY PARCEL NOS.:
   7306.20.71.9375000
   7305.08.79.6926000
   7306.19.61.5640000
2. ZONING DISTRICT: PUD
3. LOT TYPES & SETBACKS:
   40' WIDE LOTS - **LOTS : 1-15 & 26-43**:
   20' FRONT
   15' REAR
   4' SIDE
   50' WIDE LOTS - **LOTS 142-160**:
   20' FRONT
   15' REAR
   5' SIDE
   TOWN HOME LOTS - **LOTS 16-25 & 44-81**
   20' FRONT
   5' REAR
   0' SIDE
4. TEMPORARY MAIL KIOSK LOCATIONS TO BE DETERMINED BY BUILDER AND POSTMASTER PRIOR TO HOME CERTIFICATE OF OCCUPANCY

PHASE 1 CONCEPTUAL LOT TYPES
NOT TO SCALE



Lot Table		
Lot No.	Area (Ac)	Area (SF)
LOT 1	0.31	13,291
LOT 2	0.18	7,785
LOT 3	0.17	7,280
LOT 4	0.16	6,768
LOT 5	0.14	6,251
LOT 6	0.13	5,777
LOT 7	0.12	5,370
LOT 8	0.13	5,534
LOT 9	0.17	7,617
LOT 10	0.14	5,951
LOT 11	0.14	6,116
LOT 12	0.14	6,281
LOT 13	0.15	6,446
LOT 14	0.15	6,466
LOT 15	0.17	7,472
LOT 16	0.06	2,396
LOT 17	0.04	1,927
LOT 18	0.04	1,867
LOT 19	0.04	1,835
LOT 20	0.05	2,165

Lot Table		
Lot No.	Area (Ac)	Area (SF)
LOT 21	0.05	2,157
LOT 22	0.04	1,791
LOT 23	0.04	1,827
LOT 24	0.04	1,884
LOT 25	0.05	2,300
LOT 26	0.12	5,207
LOT 27	0.12	5,389
LOT 28	0.13	5,546
LOT 29	0.13	5,572
LOT 30	0.15	6,389
LOT 31	0.15	6,533
LOT 32	0.18	7,903
LOT 33	0.11	4,800
LOT 34	0.11	4,800
LOT 35	0.11	4,800
LOT 36	0.11	4,800
LOT 37	0.11	4,800
LOT 38	0.11	4,800
LOT 39	0.11	4,800
LOT 40	0.11	4,800

Lot Table		
Lot No.	Area (Ac)	Area (SF)
LOT 41	0.11	4,800
LOT 42	0.11	4,800
LOT 43	0.11	4,800
LOT 44	0.05	2,154
LOT 45	0.04	1,855
LOT 46	0.04	1,859
LOT 47	0.05	2,197
LOT 48	0.05	2,197
LOT 49	0.04	1,859
LOT 50	0.04	1,859
LOT 51	0.05	2,197
LOT 52	0.05	2,197
LOT 53	0.04	1,859
LOT 54	0.04	1,859
LOT 55	0.04	1,859
LOT 56	0.05	2,197
LOT 57	0.05	2,197
LOT 58	0.04	1,859
LOT 59	0.04	1,859
LOT 60	0.04	1,859

Lot Table		
Lot No.	Area (Ac)	Area (SF)
LOT 61	0.05	2,197
LOT 62	0.05	2,197
LOT 63	0.04	1,859
LOT 64	0.04	1,859
LOT 65	0.04	1,859
LOT 66	0.04	1,859
LOT 67	0.05	2,197
LOT 68	0.05	2,141
LOT 69	0.04	1,801
LOT 70	0.04	1,802
LOT 71	0.04	1,808
LOT 72	0.05	2,106
LOT 73	0.06	2,444
LOT 74	0.05	2,143
LOT 75	0.05	2,190
LOT 76	0.05	2,210
LOT 77	0.06	2,614
LOT 78	0.06	2,722
LOT 79	0.05	2,306
LOT 80	0.05	2,274

Lot Table		
Lot No.	Area (Ac)	Area (SF)
LOT 81	0.06	2,601
LOT 142	0.14	6,216
LOT 143	0.14	6,011
LOT 144	0.14	6,301
LOT 145	0.15	6,688
LOT 146	0.14	6,313
LOT 147	0.14	6,028
LOT 148	0.16	7,125
LOT 149	0.17	7,513
LOT 150	0.16	7,002
LOT 151	0.19	8,166
LOT 152	0.20	8,797
LOT 153	0.17	7,445
LOT 154	0.17	7,563
LOT 155	0.17	7,566
LOT 156	0.17	7,566
LOT 157	0.17	7,566
LOT 158	0.21	9,162
LOT 159	0.21	9,286
LOT 160	0.23	9,988

Lot Table		
Lot No.	Area (Ac)	Area (SF)
LOT 331	0.21	8,952
LOT 332	0.18	7,962
LOT 333	0.19	8,389
LOT 334	0.18	7,800
LOT 335	0.21	8,994
LOT 419	42.99	1,873
LOT 796	0.19	8,213
LOT 797	0.23	10,099
LOT 798	0.23	10,062

GRAPHIC SCALE
100 0 50 100 200
1 inch = 100 ft.

NORTH CAROLINA PROFESSIONAL SEAL 39113 ENGINEER JOSEPH S. BOYD
9-29-2020

FINAL DESIGN
NOT APPROVED FOR CONSTRUCTION

No.	Revision	Date	By
1	REVISED PER TOWN OF BEAUFORT COMMENTS	6-30-16	JSB
2	REVISED BMP #5 PER SEWER EASEMENT	7-11-16	JSB
3	REVISED PER TOWN SW COMMENTS	8-1-16	JSB
4	UPDATED PER EX.40' FORCEMAIN EASEMENT	9-20-16	JSB
5	REMOVED 30' UTILITY EASEMENT BEHIND LOTS 44-81	9-29-20	JSB

Designer	JSB	Scale	NOTED
Drawn By	JSB	Date	9/14/15
Checked By	JJW	Job No.	02080976.20

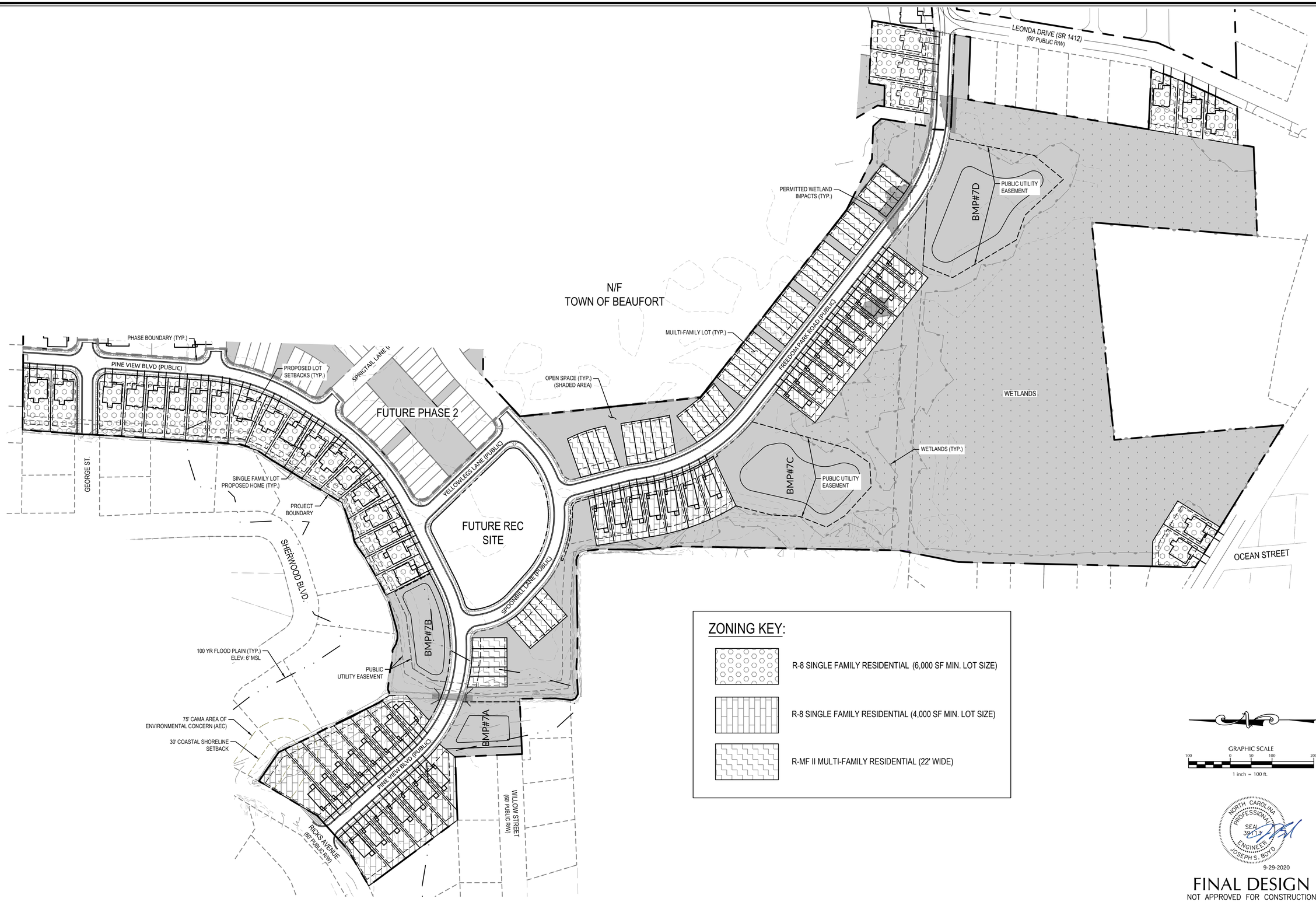
BEAUFORT EAST VILLAGE PHASE 1
IMPROVEMENTS WITHIN DRAINAGE AREA #7
Beaufort — Carteret County — North Carolina

SUBDIVISION PLAN

WithersRavenel
Engineers | Planners | Surveyors
1410 Commonwealth Drive, Suite 101 | Wilmington, NC 28403 | t: 910.256.9277 | license #: C-0832 | www.withersravenel.com

Sheet No.
C-3

K:\WR\08-09\70.080976.20-Beaufort East Village Ph 1\CAD\CONSTRUCTION SHEETS.dwg- Tuesday, September 29, 2020 2:22:14 PM - BOYD, JOSEPH



ZONING KEY:

- R-8 SINGLE FAMILY RESIDENTIAL (6,000 SF MIN. LOT SIZE)
- R-8 SINGLE FAMILY RESIDENTIAL (4,000 SF MIN. LOT SIZE)
- R-MF II MULTI-FAMILY RESIDENTIAL (22' WIDE)

GRAPHIC SCALE
100 0 50 100 200
1 inch = 100 ft.

NORTH CAROLINA PROFESSIONAL SEAL 39117 ENGINEER JOSEPH S. BOYD

9-29-2020

FINAL DESIGN
NOT APPROVED FOR CONSTRUCTION

No.	Revision	Date	By
1	REVISED PER TOWN OF BEAUFORT COMMENTS	6-30-16	JSB
2	REVISED BMP #5 PER SEWER EASEMENT	7-11-16	JSB
3	UPDATED PER EX.40' FORCEMAIN EASEMENT	9-20-16	JSB

Designer: JSB	Scale: NOTED
Drawn By: JSB	Date: 9/14/15
Checked By: JJW	Job No.: 02080976.20

BEAUFORT EAST VILLAGE PHASE 1

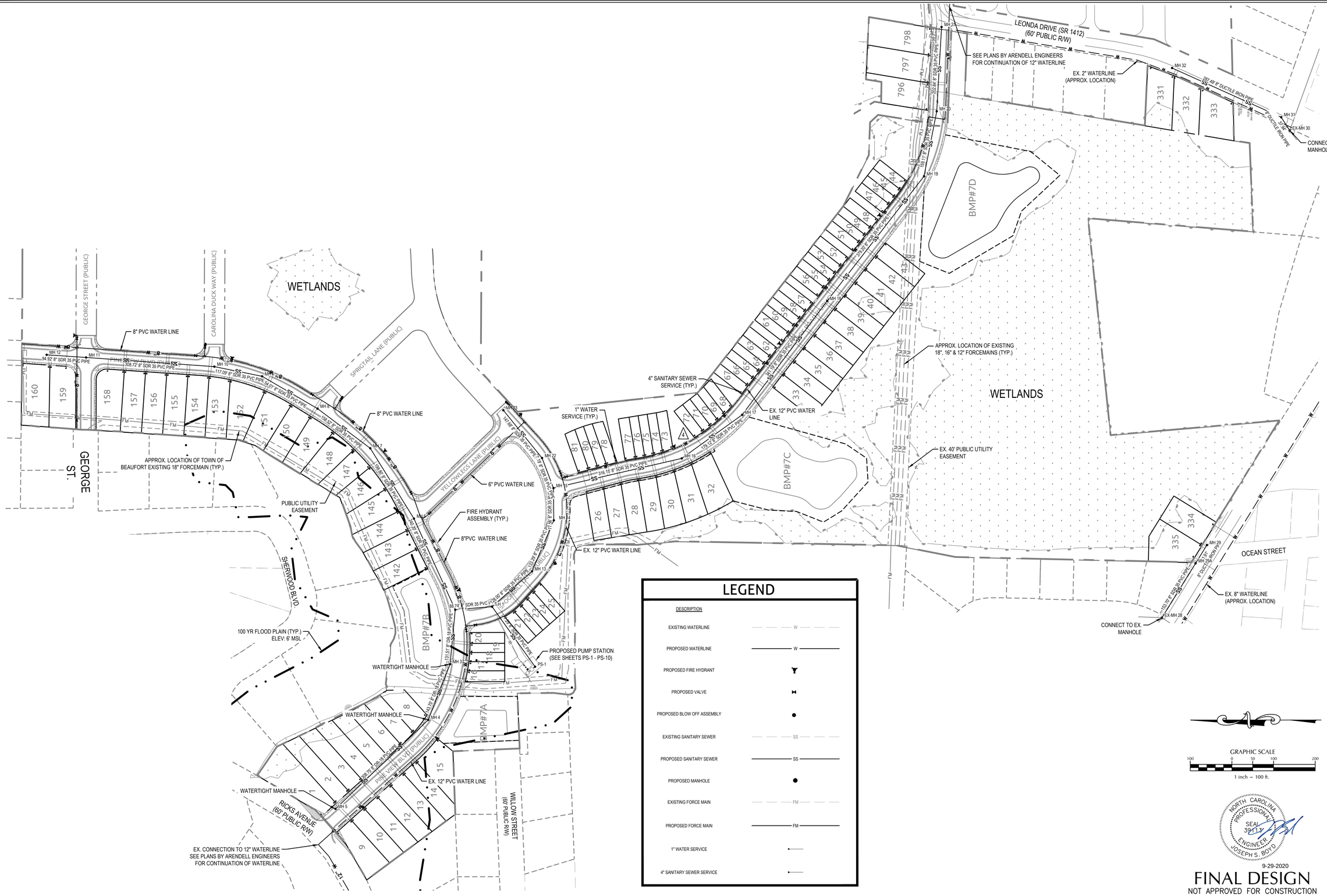
Beaufort Carteret County North Carolina

ZONING & LOT USE PLAN

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Sheet No. C-4

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LEGEND

DESCRIPTION	
EXISTING WATERLINE	W
PROPOSED WATERLINE	W
PROPOSED FIRE HYDRANT	
PROPOSED VALVE	
PROPOSED BLOW OFF ASSEMBLY	
EXISTING SANITARY SEWER	SS
PROPOSED SANITARY SEWER	SS
PROPOSED MANHOLE	
EXISTING FORCE MAIN	FM
PROPOSED FORCE MAIN	FM
1" WATER SERVICE	
4" SANITARY SEWER SERVICE	

GRAPHIC SCALE
100 0 50 100 200
1 inch = 100 ft.

NORTH CAROLINA PROFESSIONAL SEAL 39113 ENGINEER JOSEPH S. BOYD

9-29-2020

FINAL DESIGN
NOT APPROVED FOR CONSTRUCTION

No.	Revision	Date	By
1	REVISED PER TOWN OF BEAUFORT COMMENTS	6-30-16	JSB
2	REVISED BMP #5 & EX. FORCEMAIN PER SEWER EASEMENT	7-11-16	JSB
3	ADDED SEWER EXT. TO LOTS 331-335 & UPDATED EX FM'S	10-21-16	JSB
4	WATERLINE REVISION	2-16-18	JSB
5	WL UPDATES PER 12" LINE INSTALLED	9-29-19	JSB

Designer JSB	Scale NOTED
Drawn By JSB	Date 9/14/15
Checked By JJW	Job No. 02080976.20

BEAUFORT EAST VILLAGE PHASE 1

Beaufort Carteret County North Carolina

UTILITY PLAN

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Sheet No. C-5

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MATCHLINE - SEE THIS SHEET FOR CONTINUATION

NOTE:

1. THE OWNER/HOA SHALL BE RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF STORM WATER FACILITIES.

ADDITIONAL 27,326 SF ADDED TO DRAINAGE AREA #7 (LOTS 796, 797, AND 798)

OFFSITE BMP DRAINAGE AREA DELINEATION (TYP.)

SEE STORM DRAIN SCHEDULE ON SHEET D-1 FOR STORM PIPES AND STRUCTURES NOT TO BE INSTALLED AS A PART OF THIS PLAN SET

BMP DRAINAGE AREA DELINEATION (TYP.)

PUBLIC UTILITY EASEMENT

BMP OUTLET STRUCTURE & PIPE (TYP.) (SEE SHEET P-1, P-2 & P-3 FOR DETAILS)

LEONDA DRIVE (SR 1412) (60' PUBLIC R/W)

FREEDOM PARK RD (60' PUBLIC R/W)

SPRIGTAIL LANE (PUBLIC)

YELLOWLEGS LANE (PUBLIC)

SPOONBILL LANE (PUBLIC)

SHERWOOD BLVD.

GEORGE ST.

RICKS AVENUE (60' PUBLIC R/W)

WILLOW STREET (60' PUBLIC R/W)

OCEAN STREET

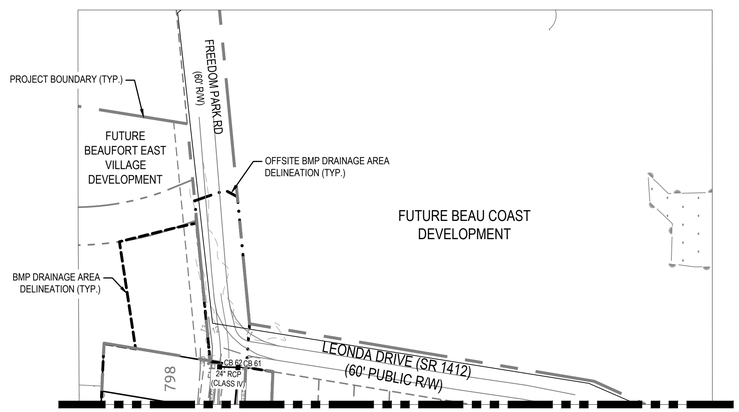
BMP#7A

BMP#7B

BMP#7C

BMP#7D

WETLANDS



MATCHLINE - SEE THIS SHEET FOR CONTINUATION

GRAPHIC SCALE
100 0 50 100 200
1 inch = 100 ft.

NORTH CAROLINA PROFESSIONAL SEAL 39182 ENGINEER JOSEPH S. BOYD

9-29-2020

FINAL DESIGN
NOT APPROVED FOR CONSTRUCTION

No.	Revision	Date	By
1	REVISED BMP #5 PER SEWER EASEMENT	7-11-16	JSB
2	REVISED PER TOWN SW COMMENTS	8-1-16	JSB
3	STORM DRAIN & GRADING UPDATES	9-29-19	JSB

Designer	JSB	Scale	NOTED
Drawn By	JSB	Date	9/14/15
Checked By	JJW	Job No.	02080976.20

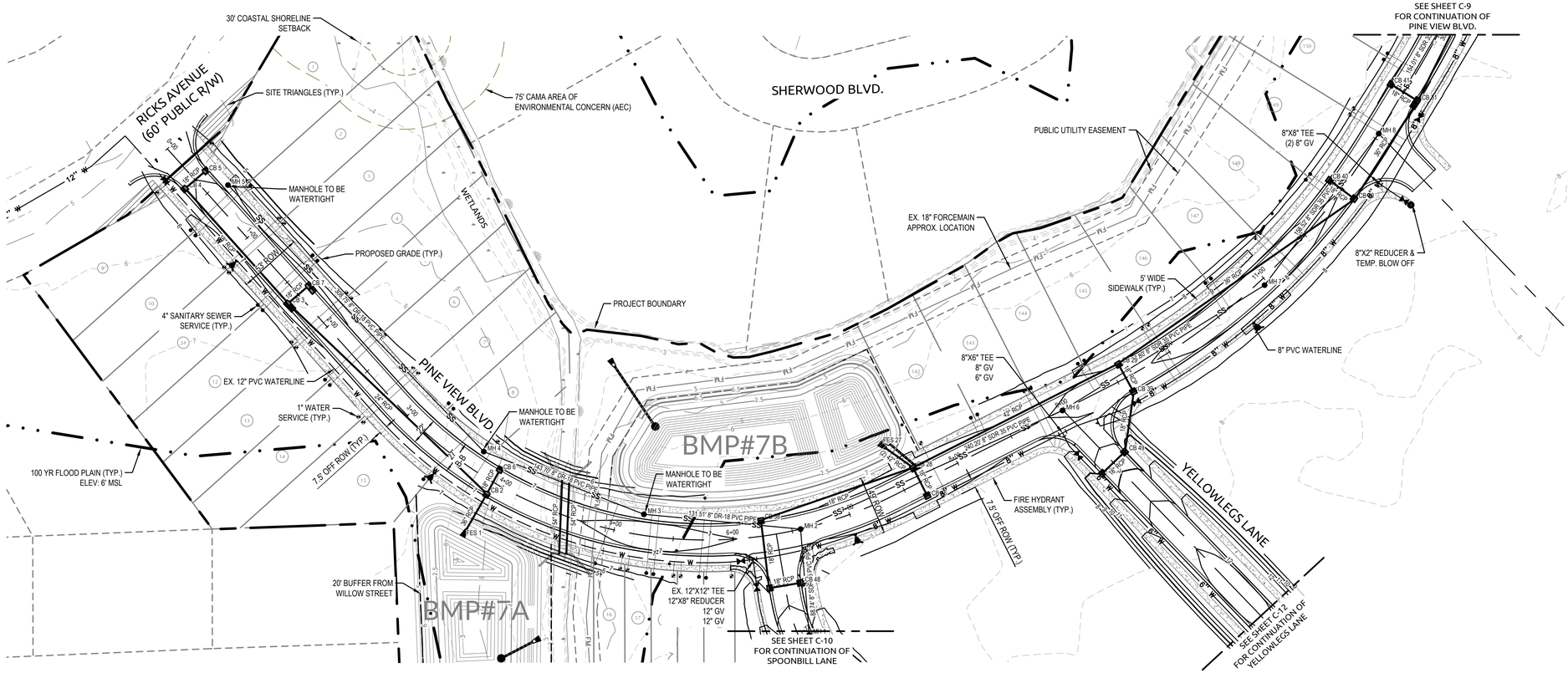
BEAUFORT EAST VILLAGE PHASE 1
IMPROVEMENTS WITHIN DRAINAGE AREA #7
Beaufort Carteret County North Carolina

DRAINAGE PLAN

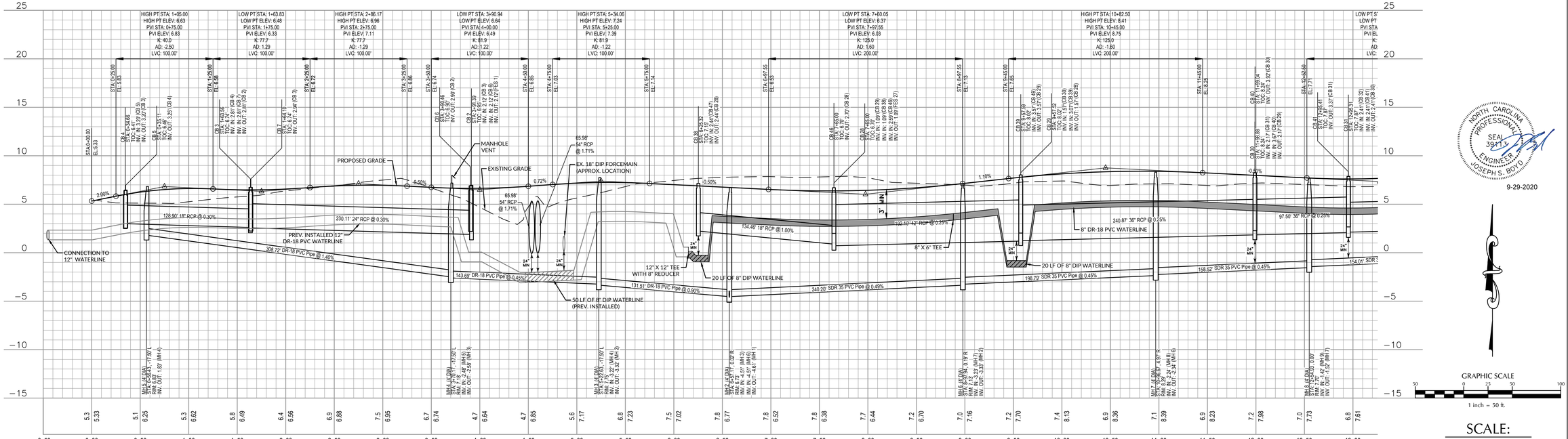
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Sheet No. C-6

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25



NORTH CAROLINA PROFESSIONAL SEAL 39113 ENGINEER JOSEPH S. BOYD

9-29-2020

GRAPHIC SCALE

50 0 25 50 100

1 inch = 50 ft.

SCALE:

1" = 50' HORIZ.
1" = 5' VERT.

FINAL DESIGN
NOT APPROVED FOR CONSTRUCTION

No.	Revision	Date	By
1	REVISED PER TOWN OF BEAUFORT COMMENTS	6-30-16	JSB
2	REVISED BMP #5 PER SEWER EASEMENT	7-11-16	JSB
3	WATERLINE REVISION	2-16-18	JSB
4	12" WL, STORM DRAIN & GRADING UPDATES	9-29-19	JSB

Designer: JSB	Scale: NOTED
Drawn By: JSB	Date: 9/14/15
Checked By: JJW	Job No.: 02080976.20

BEAUFORT EAST VILLAGE PHASE 1

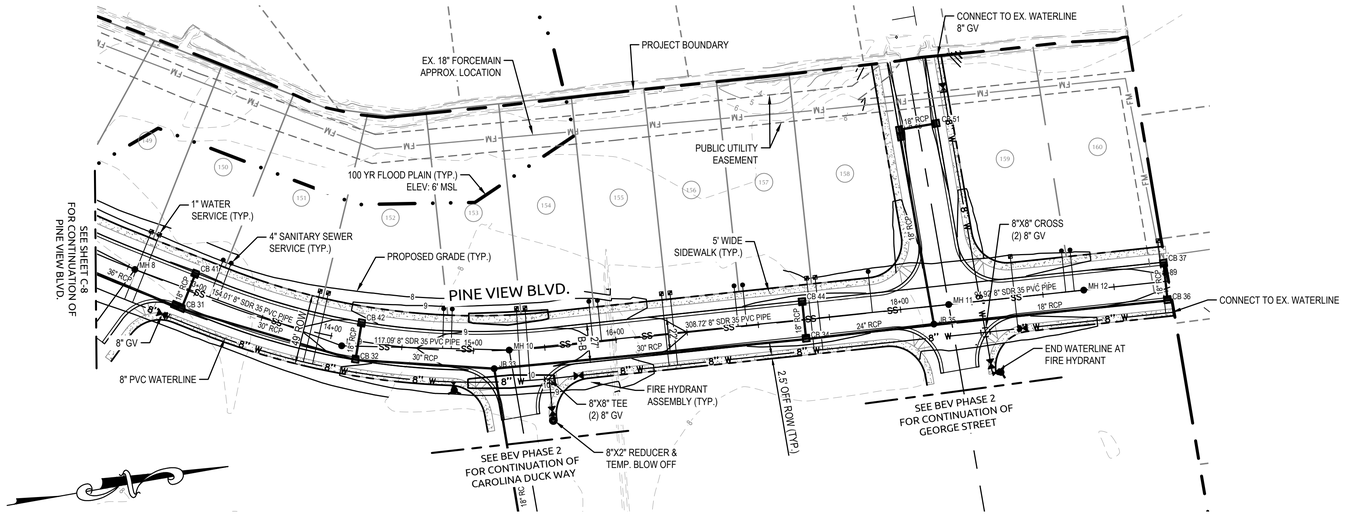
Beaufort — Carteret County — North Carolina

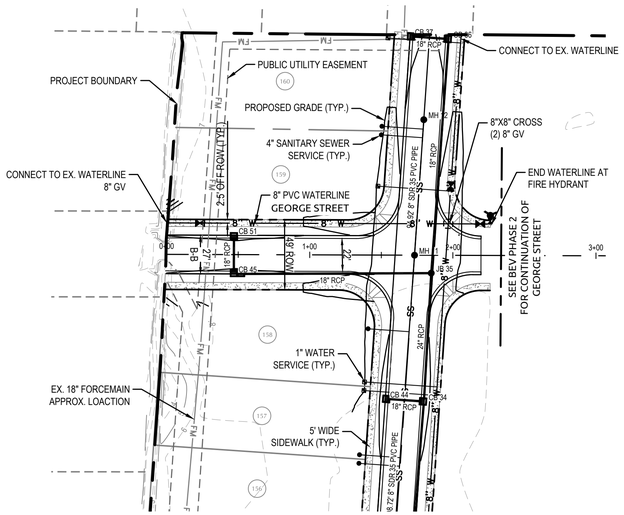
PINE VIEW BLVD PLAN & PROFILE STA. 0+00 TO 13+00

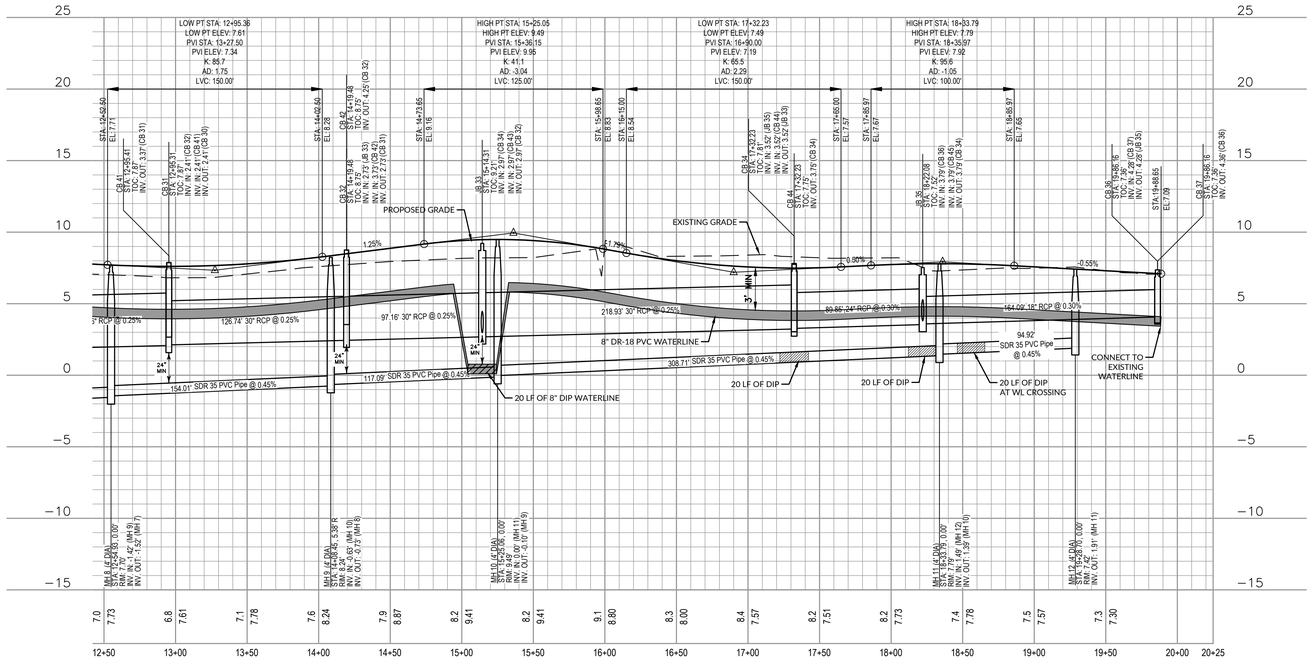
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Engineers | Planners | Surveyors
1410 Commonwealth Drive, Suite 101 | Wilmington, NC 28403 | t: 910.256.9277 | license #: C-0832 | www.withersravenel.com

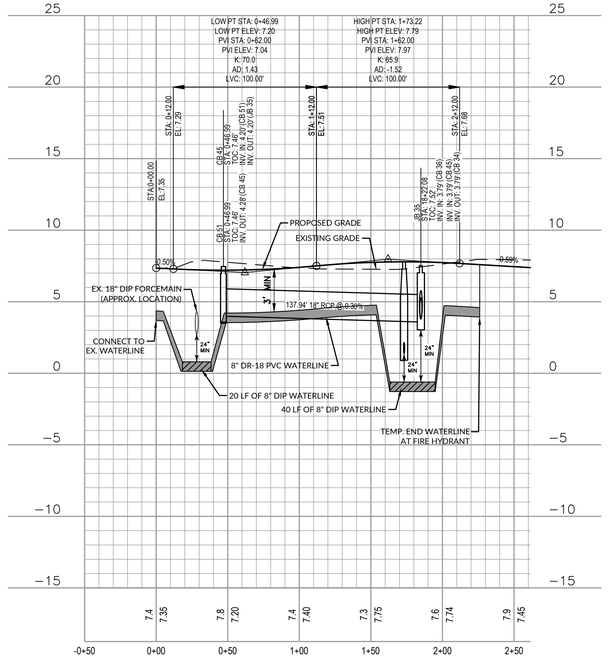
Sheet No. C-8

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NORTH CAROLINA PROFESSIONAL SEAL 39113 ENGINEER JOSEPH S. BOYD

9-29-2020

GRAPHIC SCALE
50 0 25 50 100
1 inch = 50 ft.

FINAL DESIGN
NOT APPROVED FOR CONSTRUCTION

SCALE:
1" = 50' HORIZ.
1" = 5' VERT.

No.	Revision	Date	By
1	REVISED PER TOWN OF BEAUFORT COMMENTS	6-30-16	JSB
2	REVISED BMP #5 PER SEWER EASEMENT	7-11-16	JSB
3	12" WL, STORM DRAIN & GRADING UPDATES	9-29-19	JSB

Designer	JSB	Scale	NOTED
Drawn By	JSB	Date	9/14/15
Checked By	JJW	Job No.	02080976.20

BEAUFORT EAST VILLAGE PHASE 1

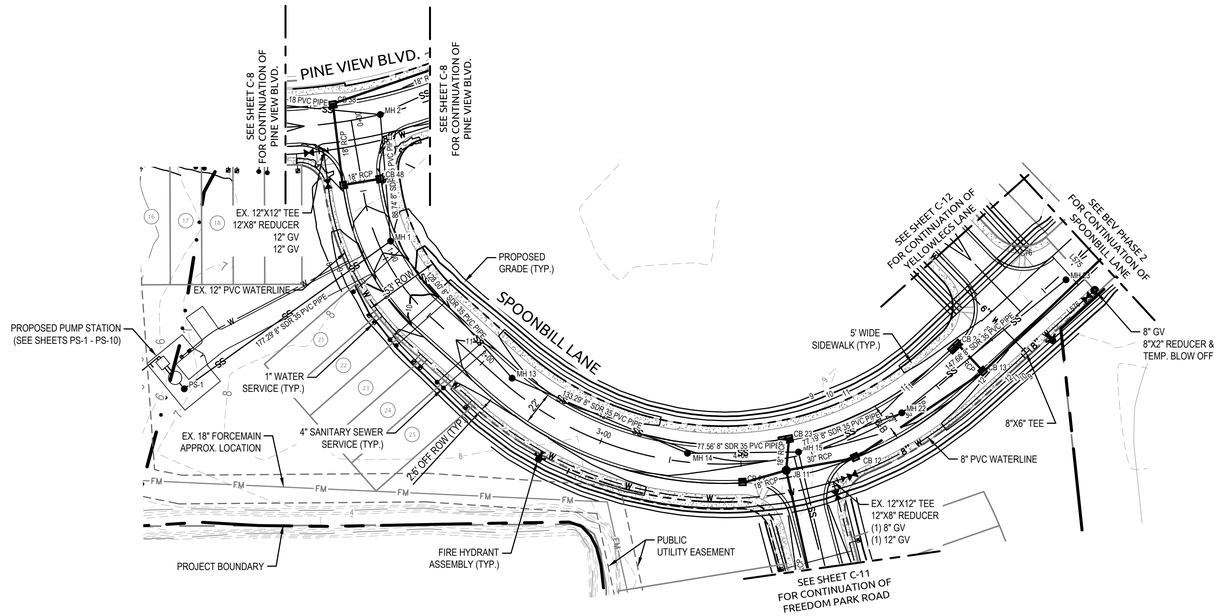
Beaufort Carteret County North Carolina

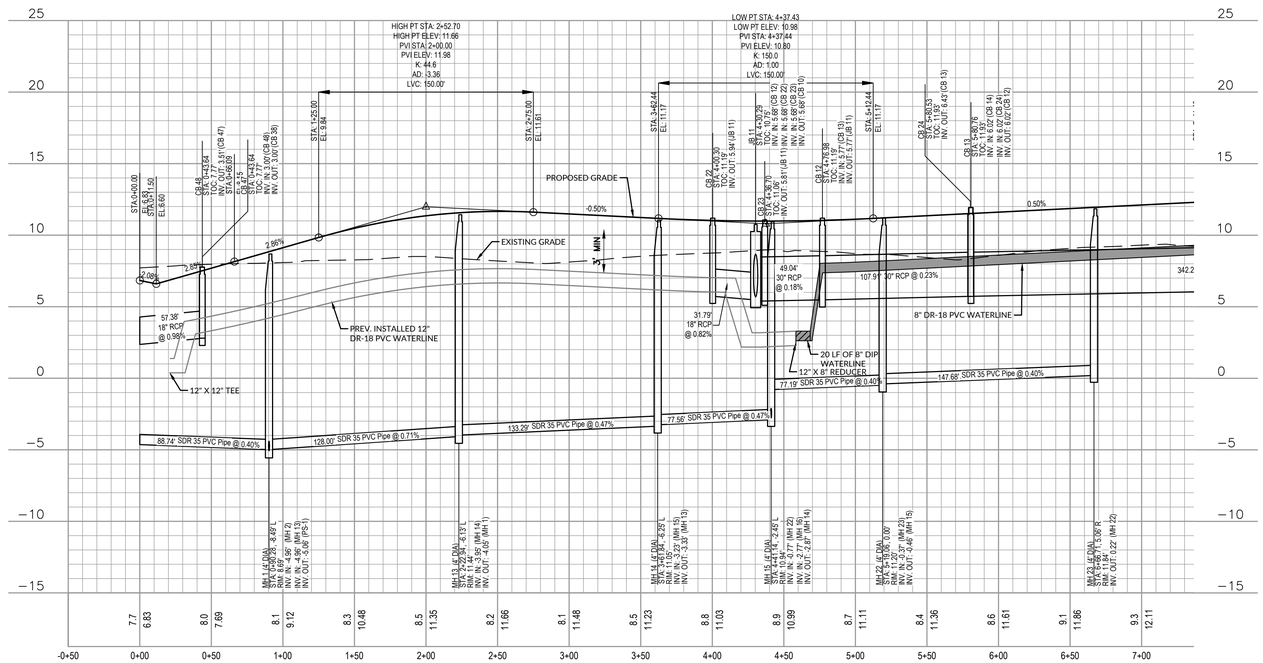
PINE VIEW BLVD STA. 13+00 TO 19+89 AND GEORGE ST. STA. 0+00 TO 2+50 PLAN & PROFILE

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Sheet No.
C-9

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NORTH CAROLINA PROFESSIONAL SEAL 39113 ENGINEER JOSEPH S. BOYD

9-29-2020

GRAPHIC SCALE

50 0 25 50 100

1 inch = 50 ft.

FINAL DESIGN

NOT APPROVED FOR CONSTRUCTION

SCALE:

1" = 50' HORIZ.
1" = 5' VERT.

No.	Revision	Date	By
1	REVISED PER FORCEMAIN SEWER EASEMENT	7-11-16	JSB
2	WATERLINE REVISION	2-16-18	JSB
3	12" WL, STORM DRAIN & GRADING UPDATES	9-29-19	JSB

Designer	JSB	Scale	NOTED
Drawn By	JSB	Date	9/14/15
Checked By	JJW	Job No.	02080976.20

BEAUFORT EAST VILLAGE PHASE 1

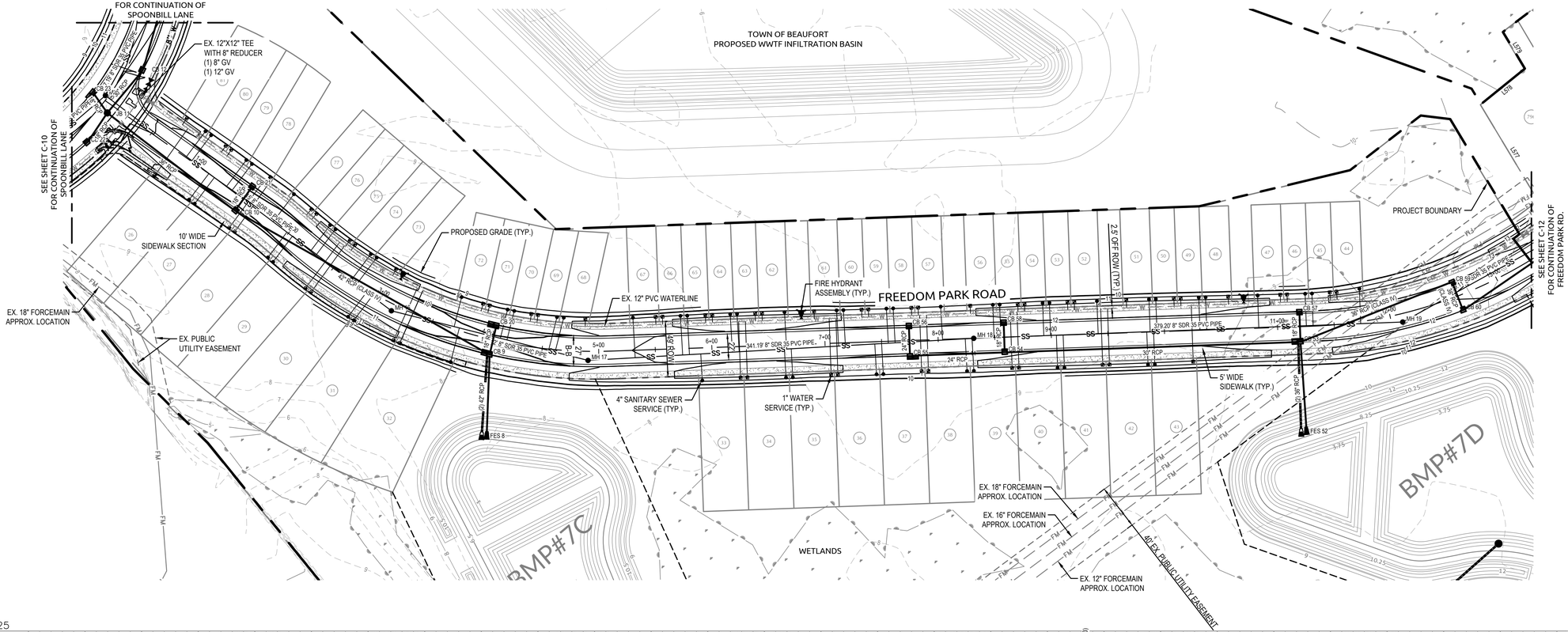
Beaufort Carteret County North Carolina

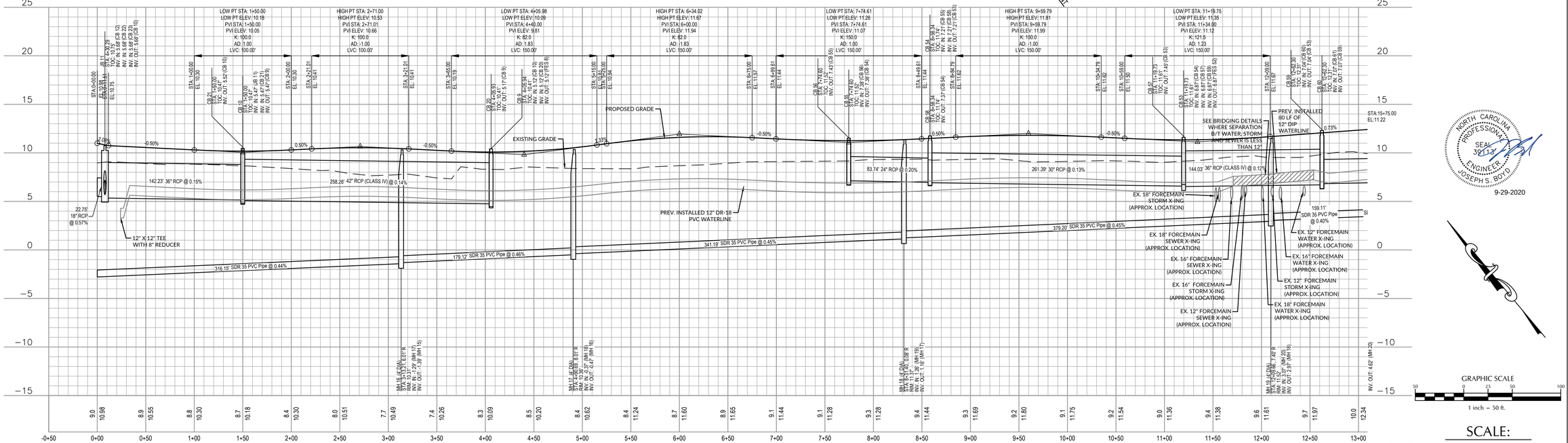
SPOONBILL LANE PLAN & PROFILE
STA. 0+00 TO 7+13

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Sheet No.
C-10

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NORTH CAROLINA PROFESSIONAL SEAL 30113 ENGINEER JOSEPH S. BOYD
9-29-2020

GRAPHIC SCALE
1 inch = 50 ft.

SCALE:
1" = 50' HORIZ.
1" = 5' VERT.

FINAL DESIGN
NOT APPROVED FOR CONSTRUCTION

No.	Revision	Date	By
1	REVISED PER TOWN OF BEAUFORT COMMENTS	6-30-16	JSB
2	UPDATED EX. EASEMENT & EX FORCEMAINS	9-20-16	JSB
3	REVISED PER NCPWS COMMENTS	03-27-17	JSB
4	WATERLINE REVISION	2-16-18	JSB
5	12" WL, STORM DRAIN & GRADING UPDATES	9-29-19	JSB

Designer: JSB	Scale: NOTED
Drawn By: JSB	Date: 9/14/15
Checked By: JJW	Job No.: 02080976.20

BEAUFORT EAST VILLAGE PHASE 1

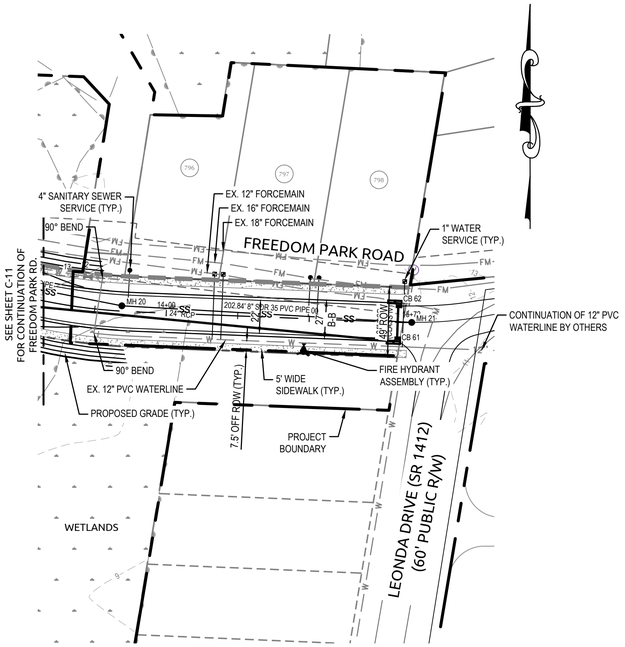
Beaufort Carteret County North Carolina

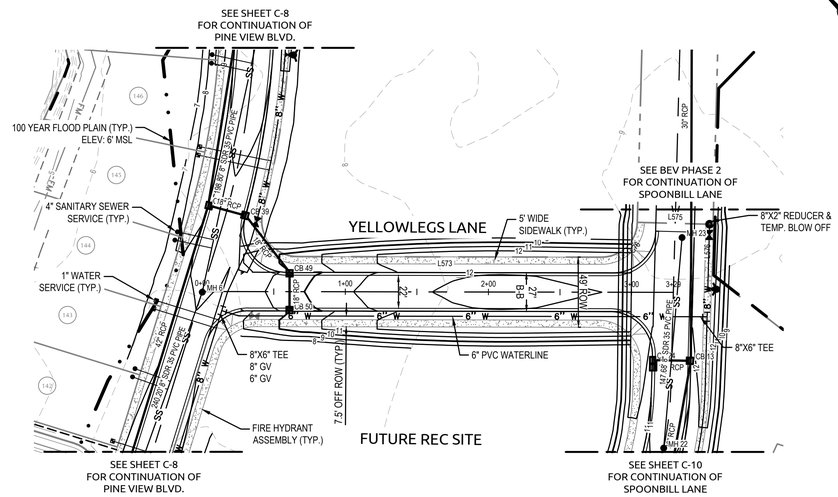
FREEDOM PARK ROAD PLAN & PROFILE STA. 0+00 TO 13+00

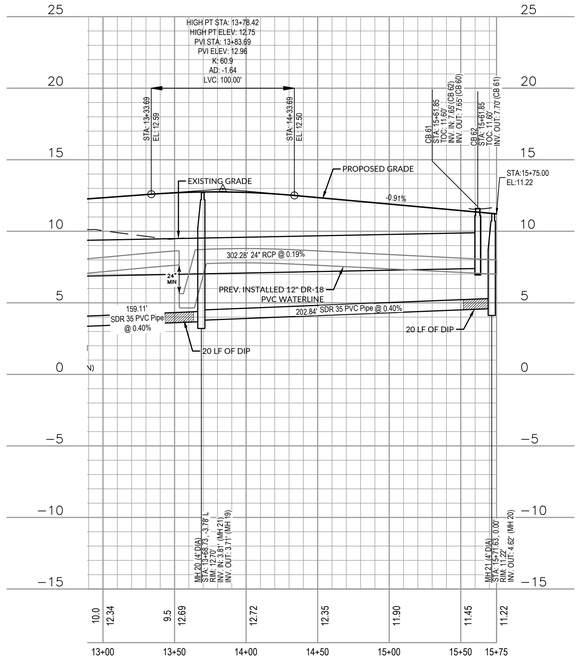
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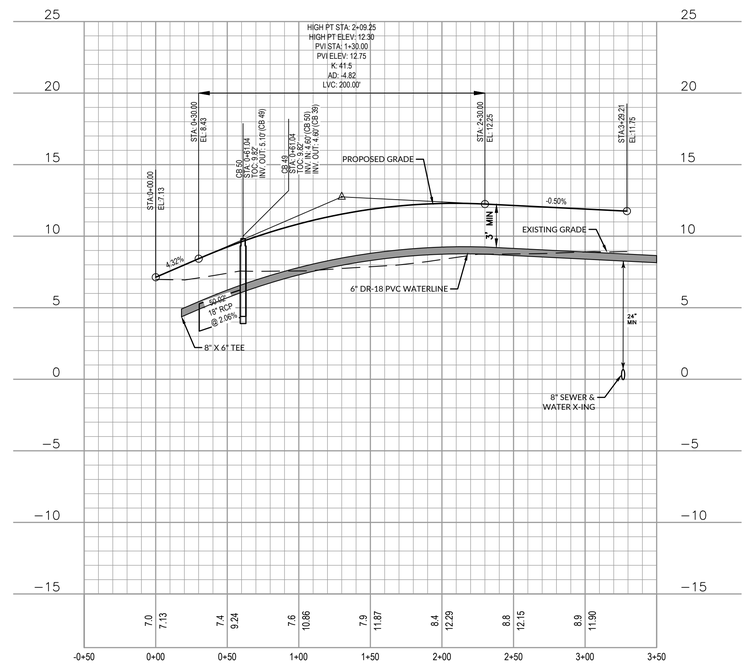
Sheet No. C-11

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NORTH CAROLINA PROFESSIONAL SEAL 38117 ENGINEER JOSEPH S. BOYD
9-29-2020

GRAPHIC SCALE
50 0 25 50 100
1 inch = 50 ft.

SCALE:
1" = 50' HORIZ.
1" = 5' VERT.

FINAL DESIGN
NOT APPROVED FOR CONSTRUCTION

No.	Revision	Date	By
1	REVISED PER TOWN OF BEAUFORT COMMENTS	6-30-16	JSB
2	UPDATED EX. EASEMENT & EX FORCEMAINS	9-20-16	JSB
3	REVISED PER NCPWS COMMENTS	03-27-17	JSB
4	WATERLINE REVISION	2-16-18	JSB
5	12" WL, STORM DRAIN & GRADING UPDATES	9-29-19	JSB

Designer: JSB	Scale: NOTED
Drawn By: JSB	Date: 9/14/15
Checked By: JJW	Job No.: 02080976.20

BEAUFORT EAST VILLAGE PHASE 1

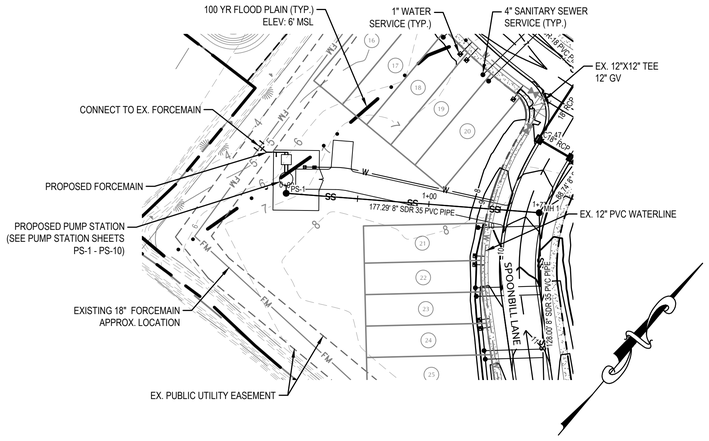
Beaufort — Carteret County — North Carolina

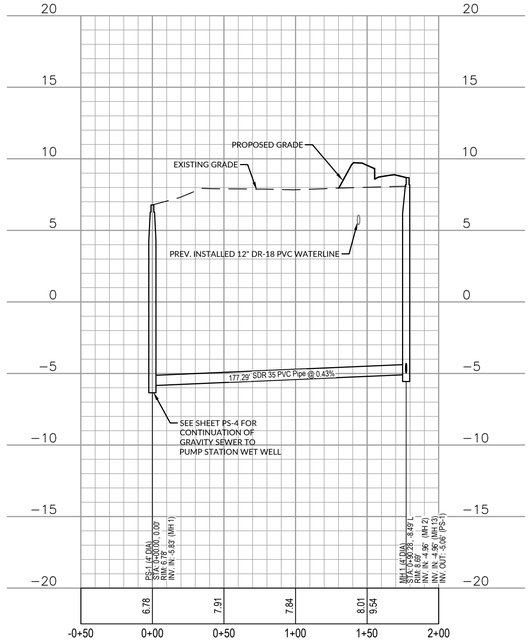
FREEDOM PARK RD. STA. 13+00 TO 15+75 AND YELLOWLEGS LANE PLAN & PROFILE

WithersRavenel
Engineers | Planners | Surveyors
1410 Commonwealth Drive, Suite 101 | Wilmington, NC 28403 | t: 910.256.9277 | license #: C-0832 | www.withersravenel.com

Sheet No.
C-12

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NORTH CAROLINA
PROFESSIONAL
SEAL
39113
ENGINEER
JOSEPH S. BOYD

9-29-2020

GRAPHIC SCALE
50 0 25 50 100
1 inch = 50 ft.

FINAL DESIGN
NOT APPROVED FOR CONSTRUCTION

SCALE:
1" = 50' HORIZ.
1" = 5' VERT.

No.	Revision	Date	By
1	REVISED PER FORCEMAIN SEWER EASEMENT	7-11-16	JSB
2	12" WL, STORM DRAIN & GRADING UPDATES	9-29-20	JSB

Designer JSB	Scale NOTED
Drawn By JSB	Date 9/14/15
Checked By JJW	Job No. 02080976.20

BEAUFORT EAST VILLAGE PHASE 1

Beaufort Carteret County North Carolina

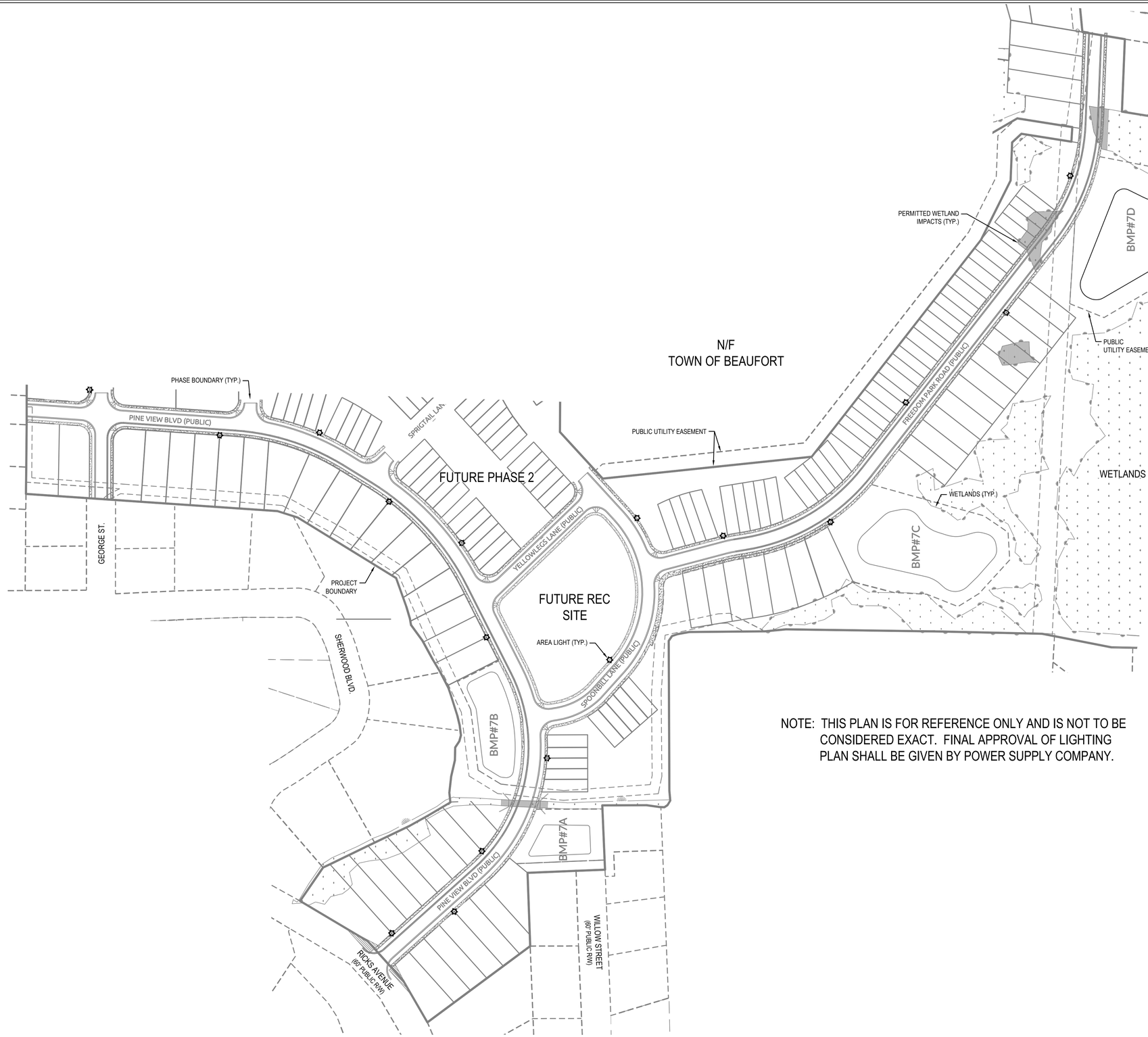
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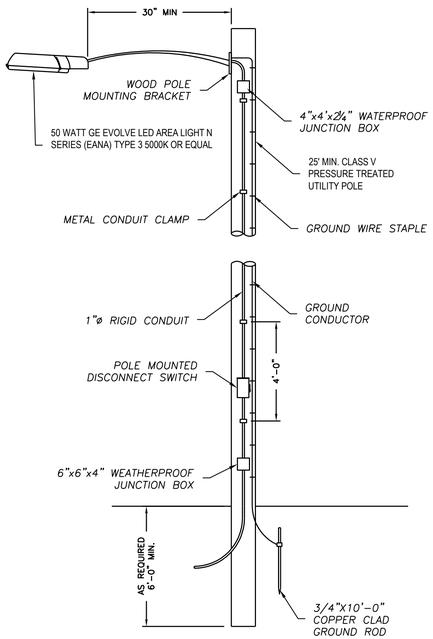
PS-1 TO MH-1 SEWER RUN PLAN & PROFILE

WithersRavenel
Engineers | Planners | Surveyors
1410 Commonwealth Drive, Suite 101 | Wilmington, NC 28403 | t: 910.256.9277 | license #: C-0832 | www.withersravenel.com

Sheet No.
C-13

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LIGHT POLE DETAIL
NOT TO SCALE

NOTE: THIS PLAN IS FOR REFERENCE ONLY AND IS NOT TO BE CONSIDERED EXACT. FINAL APPROVAL OF LIGHTING PLAN SHALL BE GIVEN BY POWER SUPPLY COMPANY.

GRAPHIC SCALE
100 0 50 100 200
1 inch = 100 ft.

NORTH CAROLINA PROFESSIONAL SEAL 39113 ENGINEER JOSEPH S. BOYD

FINAL DESIGN
NOT APPROVED FOR CONSTRUCTION

No.	Revision	Date	By

Designer JSB	Scale NOTED
Drawn By JSB	Date 9/14/15
Checked By JJW	Job No. 02080976.20

BEAUFORT EAST VILLAGE PHASE 1
Beaufort Carteret County North Carolina

PRELIMINARY STREET LIGHTING PLAN

WithersRavenel
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Sheet No. S-1

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STORM SYSTEM DATA

DOWNSTREAM STRUCTURE	UPSTREAM STRUCTURE	SIZE	LENGTH	SLOPE	MATERIAL	DOWNSTREAM INVERT	UPSTREAM INVERT
E-FES 94	E-DI 95	24	48.52	1.96%	Reinforced Concrete Pipe	5.73	6.68
~~CB 15~~	~~CB 15A~~	~~18~~	~~26.70~~	~~0.75%~~	~~RCP~~	~~6.80~~	~~7.00~~
CB 61	CB 62	24	27.00	0.19%	Reinforced Concrete Pipe	7.65	7.70
CB 60	CB 61	24	302.28	0.19%	Reinforced Concrete Pipe	7.07	7.65
CB 59	CB 60	36	27.00	0.11%	Reinforced Concrete Pipe	7.04	7.07
CB 53	CB 59	36	144.03	0.12%	Reinforced Concrete Pipe	6.87	7.04
CB 54	CB 58	18	27.00	0.59%	RCP	7.21	7.37
CB 53	CB 57	18	27.02	2.15%	RCP	6.87	7.45
CB 55	CB 56	24	27.00	0.19%	Reinforced Concrete Pipe	7.38	7.43
CB 54	CB 55	24	83.74	0.20%	Reinforced Concrete Pipe	7.21	7.38
CB 53	CB 54	30	261.39	0.13%	Reinforced Concrete Pipe	6.87	7.21
FES 52	CB 53	36	81.94	0.15%	Reinforced Concrete Pipe	6.75	6.87
CB 45	CB 51	18	27.00	0.30%	RCP	4.20	4.28
JB 35	CB 45	18	137.94	0.30%	RCP	3.79	4.20
CB 34	CB 44	18	27.00	0.85%	RCP	3.52	3.75
JB 33	CB 43	18	179.81	0.75%	RCP	2.97	4.31
CB 32	CB 42	18	27.00	1.93%	RCP	3.73	4.25
CB 31	CB 41	18	27.00	3.56%	RCP	2.41	3.37
CB 30	CB 40	18	27.00	0.93%	RCP	3.67	3.92
CB 49	CB 50	18	27.00	1.85%	RCP	4.60	5.10
CB 39	CB 49	18	50.02	2.06%	RCP	3.57	4.60
CB 29	CB 39	18	27.23	1.84%	RCP	3.07	3.57
~~CB 28~~	~~CB 46~~	~~18~~	~~27.00~~	~~0.41%~~	~~RCP~~	~~2.69~~	~~2.70~~
CB 47	CB 48	18	27.00	1.89%	RCP	3.00	3.51
CB 38	CB 47	18	57.38	0.98%	RCP	2.44	3.00
CB 28	CB 38	18	134.46	1.00%	RCP	1.09	2.44
CB 36	CB 37	18	27.00	0.30%	RCP	4.28	4.36
JB 35	CB 36	18	164.09	0.30%	RCP	3.79	4.28
CB 34	JB 35	24	89.85	0.30%	Reinforced Concrete Pipe	3.52	3.79
~~JB 33~~	~~CB 34~~	~~30~~	~~218.93~~	~~0.25%~~	~~Reinforced Concrete Pipe~~	~~2.97~~	~~3.52~~
CB 32	JB 33	30	97.16	0.25%	Reinforced Concrete Pipe	2.73	2.97
CB 31	CB 32	30	126.74	0.25%	Reinforced Concrete Pipe	2.41	2.73
CB 30	CB 31	36	97.50	0.25%	Reinforced Concrete Pipe	2.17	2.41
CB 29	CB 30	36	240.87	0.25%	Reinforced Concrete Pipe	1.57	2.17
CB 28	CB 29	42	192.10	0.25%	Reinforced Concrete Pipe	1.09	1.57
FES 27	CB 28	42	34.56	0.26%	Reinforced Concrete Pipe	1.00	1.09
~~CB 25~~	~~CB 26~~	~~18~~	~~26.97~~	~~1.88%~~	~~RCP~~	~~7.38~~	~~7.57~~
~~CB 14~~	~~CB 25~~	~~18~~	~~51.99~~	~~1.15%~~	~~RCP~~	~~6.79~~	~~7.39~~
CB 13	CB 24	18	27.00	1.52%	RCP	6.02	6.43
JB 11	CB 23	18	22.75	0.57%	RCP	5.68	5.81
JB 11	CB 22	18	31.79	0.82%	RCP	5.68	5.94
CB 10	CB 21	18	27.02	0.19%	RCP	5.47	5.52
CB 9	CB 20	18	27.01	0.19%	RCP	5.12	5.17
~~CB 18~~	~~CB 19~~	~~18~~	~~99.68~~	~~0.15%~~	~~RCP~~	~~7.54~~	~~7.68~~
~~CB 17~~	~~CB 18~~	~~18~~	~~117.30~~	~~0.15%~~	~~RCP~~	~~7.36~~	~~7.64~~
~~CB 16~~	~~CB 17~~	~~18~~	~~109.23~~	~~0.15%~~	~~RCP~~	~~7.19~~	~~7.36~~
~~CB 15~~	~~CB 16~~	~~24~~	~~151.99~~	~~0.20%~~	~~Reinforced Concrete Pipe~~	~~6.89~~	~~7.19~~
~~CB 14~~	~~CB 15~~	~~24~~	~~95.11~~	~~0.20%~~	~~Reinforced Concrete Pipe~~	~~6.79~~	~~6.89~~
~~CB 13~~	~~CB 14~~	~~30~~	~~342.26~~	~~0.20%~~	~~Reinforced Concrete Pipe~~	~~6.62~~	~~6.79~~
CB 12	CB 13	30	107.91	0.23%	Reinforced Concrete Pipe	5.77	6.02

STORM SYSTEM DATA

DOWNSTREAM STRUCTURE	UPSTREAM STRUCTURE	SIZE	LENGTH	SLOPE	MATERIAL	DOWNSTREAM INVERT	UPSTREAM INVERT
JB 11	CB 12	30	49.04	0.18%	Reinforced Concrete Pipe	5.68	5.77
CB 10	JB 11	36	142.23	0.15%	Reinforced Concrete Pipe	5.47	5.68
CB 9	CB 10	42	258.26	0.14%	Reinforced Concrete Pipe	5.12	5.47
FES 8	CB 9	42	74.62	0.16%	Reinforced Concrete Pipe	5.00	5.12
CB 2	CB 6	18	22.32	3.49%	RCP	2.12	2.90
CB 3	CB 7	18	21.95	0.59%	RCP	2.81	2.94
CB 4	CB 5	18	21.93	0.23%	RCP	3.20	3.25
CB 3	CB 4	18	128.90	0.30%	RCP	2.81	3.20
CB 2	CB 3	24	230.11	0.30%	Reinforced Concrete Pipe	2.12	2.81
FES 1	CB 2	36	40.99	0.29%	Reinforced Concrete Pipe	2.00	2.12
DOUBLE CULVERT		54	65.98	1.71%	Reinforced Concrete Pipe	-0.19	0.94
DOUBLE CULVERT		54	65.98	1.71%	Reinforced Concrete Pipe	-0.19	0.94

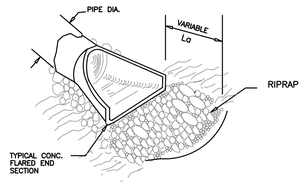
- STRIKE THROUGH DENOTES STORM PIPE NOT TO BE INSTALLED AS A PART OF BEV PHASE 1

CONSTRUCTION SPECIFICATION

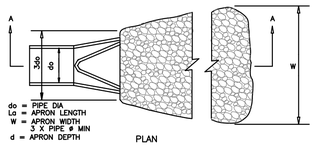
1. EXCAVATE BELOW CHANNEL OUTLET AND WIDEN CHANNEL TO THE REQUIRED RIPRAP THICKNESS FOR EACH APRON. FOUNDATION TO BE CUT TO ZERO GRADE AND SMOOTHED.
2. PLACE FILTER CLOTH ON BOTTOM AND SIDES OF PREPARED FOUNDATION. ALL JOINTS TO OVERLAP A MINIMUM OF 1.0'.
3. EXERCISE CARE IN RIPRAP PLACEMENT TO AVOID DAMAGE TO FILTER FABRIC.
4. PLACE RIPRAP ON ZERO GRADE – TOP OF RIPRAP TO BE LEVEL WITH EXISTING OUTLET – NO OVERFALL AT ENDS.
5. RIPRAP TO BE HARD, ANGULAR, WELL GRADED CLASS B EROSION CONTROL STONE.
6. IMMEDIATELY AFTER CONSTRUCTION STABILIZED ALL DISTURBED AREAS WITH VEGETATION AS SHOWN IN VEGETATIVE PLAN.

MAINTENANCE

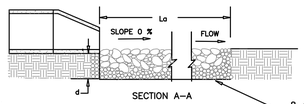
INSPECT RIP RAP DISSIPATERS WEEKLY AND AFTER EACH SIGNIFICANT (½ INCH OR GREATER) RAINFALL EVENT TO SEE IF ANY EROSION AROUND OR BELOW THE RIP RAP HAS TAKEN PLACE, OR IF STONES HAVE BEEN DISLODGED. IMMEDIATELY MAKE ALL NEEDED REPAIRS TO PREVENT FURTHER DAMAGE.



ISOMETRIC VIEW



PLAN



SECTION A–A

NOTES:

SEE SCHEDULE BELOW FOR DIMENSIONS

1. La is the length of the riprap apron.
2. d = 1.5 times the maximum stone diameter but not less than 6"
3. A filter blanket (filter fabric) shall be installed between the riprap and soil foundation.

ENERGY DISSIPATOR SCHEDULE

ENERGY DISSIPATOR NO.	*PIPE DIAMETER (in)*	*APRON THICKNESS (in)*	*La (ft)*	*WIDTH (ft)*	*3do*	*RIPRAP SIZE*
BMP 5 OUTLET	18	18	10	10	5	CLASS B
BMP 6 OUTLET	18	24	15	17	5	CLASS 1
BMP 7 OUTLET	18	24	10	12	5	CLASS 1
BMP 8 OUTLET	18	24	10	12	5	CLASS 1
FES 1	30	24	16	19	8	CLASS 1
FES 8	(2) 30	24	18	21	16	CLASS 1
FES 27	(2) 30	24	18	21	16	CLASS 1
FES 52	(2) 24	24	14	16	12	CLASS 1

RIP RAP ENERGY DISSIPATER

N.T.S.

STORM STRUCTURE TABLE

STRUCTURE	RIM EL	STRUCTURE IN	INVERT 1N	INVERT OUT
CB 2	6.95	CB 3 CB 6	2.12 2.12	2.12
CB 3 *	6.74	CB 4 CB 7	2.81 2.81	2.81
CB 4	6.41	CB 5	3.20	3.20
CB 5	6.46			3.25
CB 6	6.90			2.90
CB 7 *	6.74			2.94
CB 9 *	10.41	CB 10 CB 20	5.12 5.12	5.12
CB 10	10.47	JB 11 CB 21	5.47 5.47	5.47
CB 12	11.19	CB 13	5.77	5.77
CB 13	11.93	CB 14 CB 24	6.02 6.02	6.02
~~CB 14~~	~~12.01~~	CB 15 CB 25	6.70 6.70	~~6.70~~
~~CB 15~~	~~12.34~~	CB 16 CB 15A	6.89 6.89	~~6.89~~
~~CB 15A~~	~~12.34~~			~~7.00~~
~~CB 16~~	~~11.77~~	~~CB 17~~	~~7.19~~	~~7.19~~
~~CB 17~~	~~12.13~~	~~CB 18~~	~~7.36~~	~~7.36~~
~~CB 18~~	~~12.36~~	~~CB 19~~	~~7.54~~	~~7.54~~
~~CB 19~~	~~12.04~~			~~7.68~~
CB 20 *	10.41			5.17
CB 21	10.47			5.52
CB 22	11.19			5.94
CB 23 *	11.06			5.81
CB 24 *	11.93			6.43
~~CB 25~~	~~12.02~~	~~CB 26~~	~~7.38~~	~~7.38~~
~~CB 26~~	~~12.02~~			~~7.57~~
CB 28 *	6.70	CB 29 CB 38 CB 46	1.09 1.09 2.59	1.09
CB 29	8.02	CB 30 CB 39	1.57 3.07	1.57
CB 30	8.24	CB 31 CB 40	2.17 3.67	2.17
CB 31 *	7.87	CB 32 CB 41	2.41 2.41	2.41
CB 32	8.75	JB 33 CB 42	2.73 3.73	2.73
CB 34	7.81	JB 35 CB 44	3.52 3.52	3.52
CB 36	7.36	CB 37	4.28	4.28
CB 37	7.36			4.36
CB 38	7.15	CB 47	2.44	2.44
CB 39	8.02	CB 49	3.57	3.57
CB 40	8.24			3.92
CB 41	7.87			3.37
CB 42	8.75			4.25
~~CB 43 *~~	~~8.20~~			~~4.31~~
CB 44	7.75			3.75
CB 45 *	7.46	CB 51	4.20	4.20
CB 46	6.70			2.70
CB 47	7.77	CB 48	3.00	3.00
CB 48	7.77			3.51
CB 49	9.82	CB 50	4.60	4.60
CB 50	9.82			5.10
CB 51	7.46			4.28
CB 53 *	11.61	CB 54 CB 57 CB 59	6.87 6.87 6.87	6.87
CB 54	11.74	CB 55 CB 58	7.21 7.21	7.21
CB 55 *	11.52	CB 56	7.38	7.38
CB 56	11.52			7.43

* DENOTES A DOUBLE BOX STORM STRUCTURE

STORM DRAIN MATERIAL NOTE:

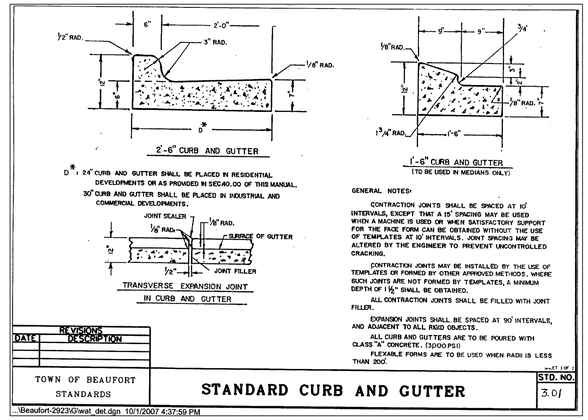
1. ADS MATERIAL FOR STORM DRAIN PIPING CAN BE USED IN LIEU OF RCP IF REQUEST IS SUBMITTED AND THEN APPROVED BY THE ENGINEER.

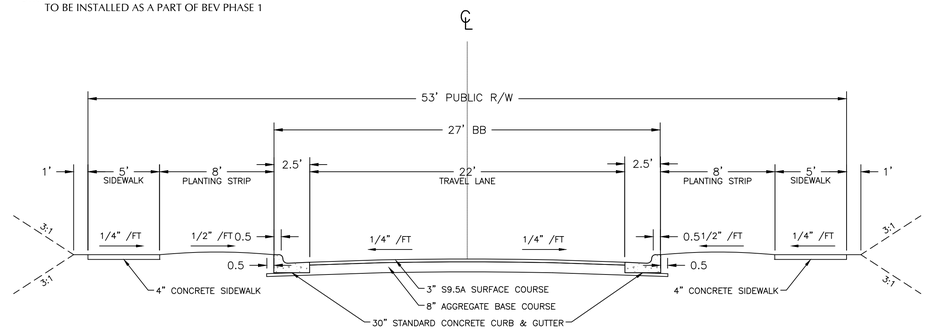
STORM STRUCTURE TABLE

STRUCTURE	RIM EL	STRUCTURE IN	INVERT 1N	INVERT OUT
CB 57	11.61			7.45
CB 58	11.74			7.37
CB 59	12.31	CB 60	7.04	7.04
CB 60	12.31	CB 61	7.07	7.07
CB 61 *	11.60	CB 62	7.65	7.65
CB 62 *	11.60			7.70
E-DI 95	9.56			6.68
E-FES 94	8.10	E-DI 95	5.73	
FES 1	4.95	CB 2	2.00	
FES 8	9.09	CB 9	5.00	
FES 27	5.09	CB 28	1.00	
FES 52	10.27	CB 53	6.75	
JB 11	10.75	CB 12 CB 22 CB 23	5.68 5.68 5.68	5.68
JB 33	9.21	CB 34 CB 43	2.97 2.97	2.97
JB 35	7.52	CB 36 CB 45	3.79 3.79	3.79

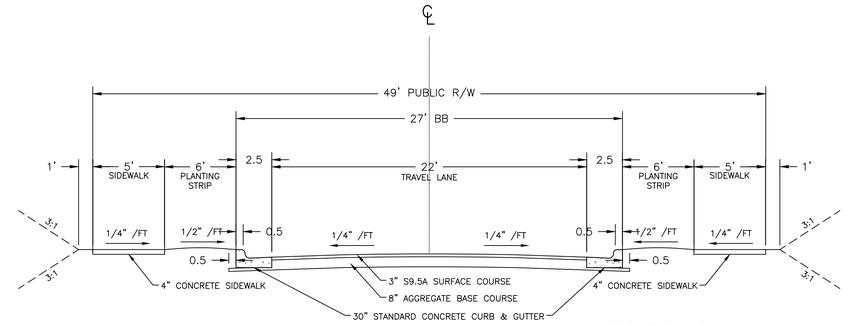
* DENOTES A DOUBLE BOX STORM STRUCTURE

- STRIKE THROUGH DENOTES STRUCTURE NOT TO BE INSTALLED AS A PART OF BEV PHASE 1





53' RIGHT OF WAY



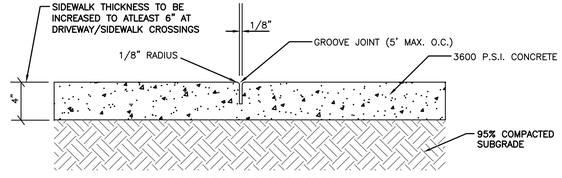
49' RIGHT OF WAY

ROAD CROSS SECTIONS

N.T.S.

ROADWAY CONSTRUCTION NOTES:

1. ONLY LAY 1.5" LAYER OF ASPHALT DURING CONSTRUCTION AND UPON SUBSTANTIAL COMPLETION OR WHEN ACCESS IS DETERMINED FOR HEAVY TRAFFIC ADD THE ADDITIONAL 1.5" LAYER.
2. IN ADVANCE OF ALL PAVING AND SIDEWALK POURS, PUBLIC WORKS SHALL BE NOTIFIED FOR A SITE INSPECTION AND ALL ROADWAYS WILL HAVE A PROOF ROLL, WITH ENGINEER REPORTS TO COVER DEPTHS OF STONE AND COMPACTION DENSITY.



CONCRETE SIDEWALK

N.T.S.

GENERAL NOTES:
A GROOVE JOINT 1" DEEP WITH 1/8" RADII SHALL BE REQUIRED IN THE CONCRETE SIDEWALK AT 5' INTERVALS. ONE 1/2" EXPANSION JOINT WILL BE REQUIRED AT 45' INTERVALS. A 1/2" EXPANSION JOINT WILL BE REQUIRED WHERE THE SIDEWALK ABUTS ANY CURB & GUTTER AND ANY RIGID STRUCTURES. IN SIDEWALKS & PLAZA AREAS EXPANSION JOINTS ARE REQUIRED AT NO GREATER THAN 30' INTERVALS CONCRETE SHALL BE 3600 PSI. IN 28 DAYS.

FINAL DESIGN
NOT APPROVED FOR CONSTRUCTION

NORTH CAROLINA PROFESSIONAL SEAL 39173 ENGINEER JOSEPH S. BOYD

9-29-2020

No.	Revision	Date	By
1	REVISED PER TOWN OF BEAUFORT COMMENTS	7-6-16	JSB
2	REVISED PER BMP NUMBER CHANGE & SD UPDATES	8-1-16	JSB
3	STORM DRAIN & GRADING UPDATES	9-29-19	JSB

Designer JSB	Scale NOTED
Drawn By JSB	Date 9/14/15
Checked By JJW	Job No. 02080976.20

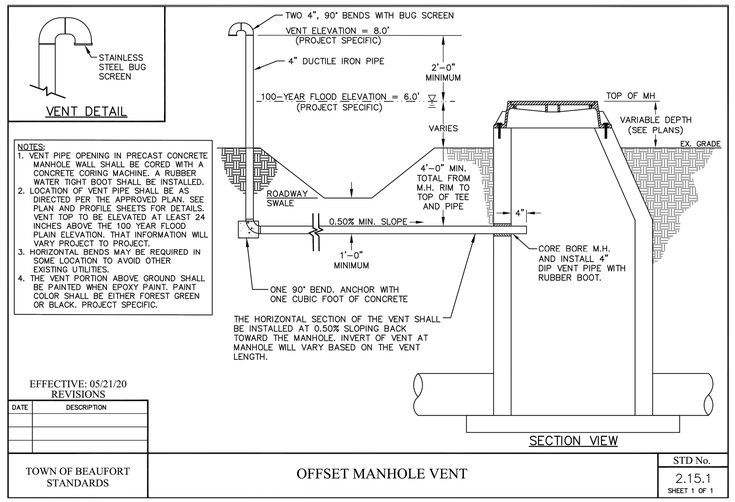
BEAUFORT EAST VILLAGE PHASE 1
IMPROVEMENTS WITHIN DRAINAGE AREA #7
Beaufort — Carteret County — North Carolina

ROADWAY & STORM DRAIN DETAILS

WithersRavenel
Engineers | Planners | Surveyors
1410 Commonwealth Drive, Suite 101 | Wilmington, NC 28403 | t: 910.256.9277 | license #: C-0832 | www.withersravenel.com

Sheet No. D-1

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NOTES:
1. VENT PIPE OPENING IN PRECAST CONCRETE MANHOLE WALL SHALL BE CORED WITH A CONCRETE CORING MACHINE. A RUBBER WATER TIGHT BOOT SHALL BE INSTALLED.
2. LOCATION OF VENT PIPE SHALL BE AS DIRECTED PER THE APPROVED PLAN. SEE PLAN AND PROFILE SHEETS FOR DETAILS. VENT TOP TO BE ELEVATED AT LEAST 24 INCHES ABOVE THE 100 YEAR FLOOD PLAIN ELEVATION. THAT INFORMATION WILL VARY PROJECT TO PROJECT.
3. HORIZONTAL BENDS MAY BE REQUIRED IN SOME LOCATION TO AVOID OTHER EXISTING UTILITIES.
4. THE VENT PORTION ABOVE GROUND SHALL BE PAINTED WHEN EPOXY PAINT. PAINT COLOR SHALL BE EITHER FOREST GREEN OR BLACK. PROJECT SPECIFIC.

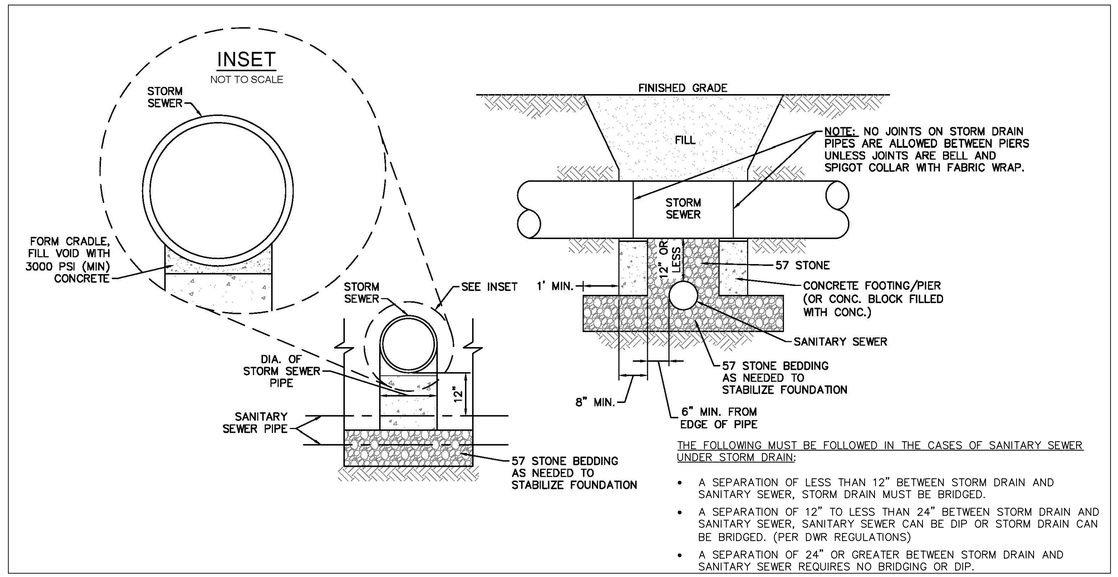
EFFECTIVE: 05/21/20
REVISIONS

DATE	DESCRIPTION

TOWN OF BEAUFORT STANDARDS

OFFSET MANHOLE VENT

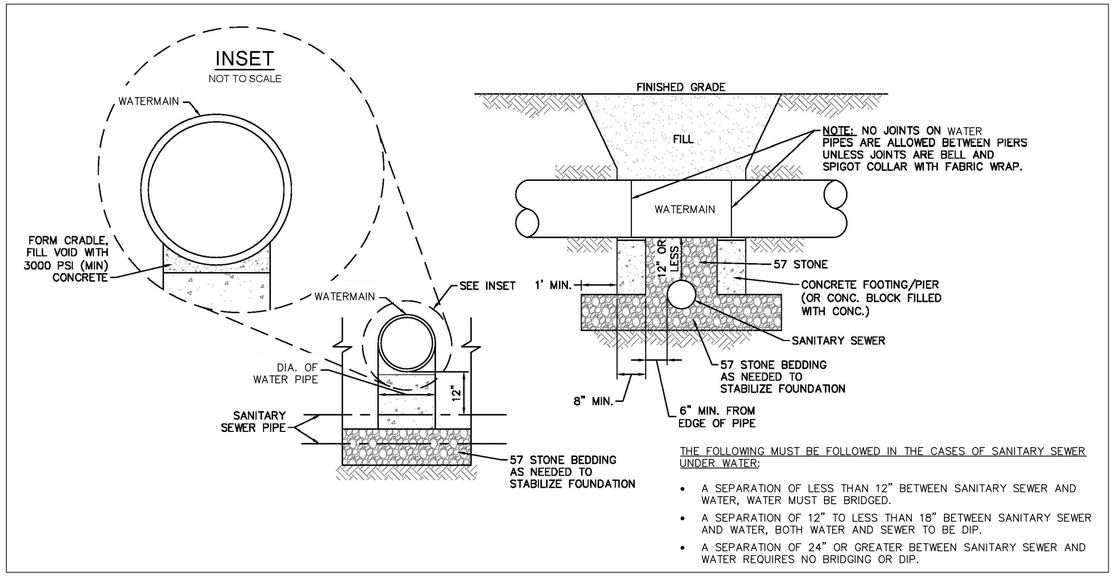
STD No. 2.15.1
SHEET 1 OF 1



THE FOLLOWING MUST BE FOLLOWED IN THE CASES OF SANITARY SEWER UNDER STORM DRAIN:

- A SEPARATION OF LESS THAN 12" BETWEEN STORM DRAIN AND SANITARY SEWER, STORM DRAIN MUST BE BRIDGED.
- A SEPARATION OF 12" TO LESS THAN 24" BETWEEN STORM DRAIN AND SANITARY SEWER, SANITARY SEWER CAN BE DIP OR STORM DRAIN CAN BE BRIDGED. (PER DWR REGULATIONS)
- A SEPARATION OF 24" OR GREATER BETWEEN STORM DRAIN AND SANITARY SEWER REQUIRES NO BRIDGING OR DIP.

STRUCTURAL BRIDGING DETAIL FOR STORMWATER OVER SANITARY SEWER INSTALLATIONS WITH LESS THAN 12" SEPARATION
N.T.S.



THE FOLLOWING MUST BE FOLLOWED IN THE CASES OF SANITARY SEWER UNDER WATER:

- A SEPARATION OF LESS THAN 12" BETWEEN SANITARY SEWER AND WATER, WATER MUST BE BRIDGED.
- A SEPARATION OF 12" TO LESS THAN 18" BETWEEN SANITARY SEWER AND WATER, BOTH WATER AND SEWER TO BE DIP.
- A SEPARATION OF 24" OR GREATER BETWEEN SANITARY SEWER AND WATER REQUIRES NO BRIDGING OR DIP.

STRUCTURAL BRIDGING DETAIL FOR WATER OVER SANITARY SEWER INSTALLATIONS WITH LESS THAN 12" SEPARATION
N.T.S.

FINAL DESIGN
NOT APPROVED FOR CONSTRUCTION

NORTH CAROLINA PROFESSIONAL SEAL 38143 ENGINEER JOSEPH S. BOYD
9-29-20

No.	Revision	Date	By
1	REVISED PER TOWN OF BEAUFORT COMMENTS	7-6-16	JSB
2	ADDED OFFSET MANHOLE VENT DETAIL	9-27-20	JSB

Designer JSB	Scale NTS
Drawn By JSB	Date 9/14/15
Checked By JJW	Job No. 02080976.20

BEAUFORT EAST VILLAGE PHASE 1
IMPROVEMENTS WITHIN DRAINAGE AREA #7
Beaufort Carteret County North Carolina

WATER, SEWER & STORM DETAILS

WithersRavenel
Engineers | Planners | Surveyors
1410 Commonwealth Drive, Suite 101 | Wilmington, NC 28403 | t: 910.256.9277 | license #: C-0832 | www.withersravenel.com

Sheet No. D-5

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EROSION CONTROL NOTES

1. ALL LAND DISTURBING ACTIVITIES SHALL BE CONDUCTED IN ACCORDANCE WITH SEDIMENTATION AND EROSION CONTROL STANDARDS AND PRACTICES PRESCRIBED BY THE STATE OF NORTH CAROLINA, WAKE COUNTY AND THE TOWN OF KNIGHTDALE. WHERE STANDARDS AND PRACTICES CONFLICT, THE MORE STRINGENT SHALL APPLY.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING ALL TEMPORARY EROSION AND SEDIMENTATION CONTROL DEVICES SHOWN ON THE APPROVED PLAN.
3. ALL NON-PAVED AREAS DISTURBED DURING CONSTRUCTION SHALL BE STABILIZED WITHIN 7 WORKING DAYS FOLLOWING COMPLETION OF ANY PHASE OF GRADING. PERMANENT SEEDING AND MULCHING SHALL BE PERFORMED FOLLOWING COMPLETION OF THE INSTALLATION OF THE PUMP STATION AND APPURTENANCES.
4. SLOPES SHALL BE NO STEEPER THAN 2:1 FOR VEGETATIVE COVER.
5. THE CONTRACTOR SHALL FAITHFULLY MAINTAIN ALL EROSION AND SEDIMENTATION CONTROL MEASURES AND TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO ENSURE THAT NO SILT LEAVES THE PROJECT SITE AND ENTERS ANY NATURAL STREAM OR WATERWAY.
6. RECEIVING WATERCOURSE: ATLANTIC OCEAN.
7. 100 YEAR FLOOD ELEVATION AT PUMP STATION = 6.0'
8. TOTAL DISTURBED AREA FOR PUMP STATION AND ACCESS ROAD IS APPROXIMATELY 0.20 ACRES.

CONSTRUCTION SEQUENCE

1. OBTAIN COPY OF LAND DISTURBING PERMIT FROM WAKE COUNTY ENVIRONMENT SERVICES.
2. PRIOR TO THE START OF CONSTRUCTION, INSTALL EROSION AND SEDIMENTATION CONTROL MEASURES.
3. OBTAIN A CERTIFICATE OF COMPLIANCE THROUGH ON-SITE INSPECTION BY WAKE COUNTY ENVIRONMENT SERVICES.
4. PROCEED WITH INSTALLATION OF PUMP STATION.
5. AT THE END OF EACH WORKDAY, BACKFILL ALL TRENCHES AND TOP WITH NOT LESS THAN 8-INCHES CABC. BROOM SWEEP ASPHALT PAVEMENT TO REMOVE SOIL RESIDUE. EXCESS SOIL WILL BE DISPOSED OF OFF SITE IN A LEGAL MANNER.
6. CLEAN CONTROL MEASURES AFTER EACH RAINFALL EVENT.
7. REMOVE SEDIMENT FROM CURB INLET SEDIMENT FILTERS, CHECK DAMS AND FROM BEHIND SILT FENCES WHEN DIRECTED BY INSPECTOR, OWNER, OR ENGINEER.
8. STABILIZE SITE WITHIN IN 7 DAYS ON PERIMETER AREAS AND SLOPES GREATER THAN 3:1 AND WITHIN 14 DAYS ON OTHER AREAS, SEE SHEET 28 FOR DETAILED TIME TABLE.
9. PROVIDE SEEDING AND MULCHING AT THE END OF EACH WORK DAY WHERE INDIVIDUAL LOTS ARE DISTURBED FOR THE RECONNECTION OF WATER AND SEWER SERVICES.
10. MAINTAIN EROSION AND SEDIMENTATION CONTROL MEASURES UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
11. REQUEST FINAL APPROVAL OF GROUND COVER BY WAKE COUNTY ENVIRONMENT SERVICES INSPECTOR.
12. WHEN AUTHORIZED BY WAKE COUNTY ENVIRONMENT SERVICES INSPECTOR, REMOVE EROSION AND SEDIMENTATION CONTROL MEASURES AND STABILIZE AREAS FORMERLY OCCUPIED BY THESE MEASURES.

RELATION OF WATER MAINS AND SEWERS

(A) LATERAL SEPARATION OF SEWERS AND WATER MAINS: WATER MAINS SHALL BE LAID AT LEAST 10 FEET LATERALLY FROM EXISTING OR PROPOSED SEWERS, UNLESS LOCAL CONDITIONS OR BARRIERS PREVENT A 10-FOOT LATERAL SEPARATION--IN WHICH CASE:

(1) THE WATER MAIN IS LAID IN A SEPARATE TRENCH, WITH THE ELEVATION OF THE BOTTOM OF THE WATER MAIN AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER; OR

(2) THE WATER MAIN IS LAID IN THE SAME TRENCH AS THE SEWER WITH THE WATER MAIN LOCATED AT ONE SIDE ON A BENCH OF UNDISTURBED EARTH, AND WITH THE ELEVATION OF THE BOTTOM OF THE WATER MAIN AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.

(B) CROSSING A WATER MAIN OVER A SEWER: WHENEVER IT IS NECESSARY FOR A WATER MAIN TO CROSS OVER A SEWER, THE WATER MAIN SHALL BE LAID AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER, UNLESS LOCAL CONDITIONS OR BARRIERS PREVENT AN 18 INCH VERTICAL SEPARATION--IN WHICH CASE BOTH THE WATER MAIN AND SEWER SHALL BE CONSTRUCTED OF FERROUS MATERIALS AND WITH JOINTS THAT ARE EQUIVALENT TO WATER MAIN STANDARDS FOR A DISTANCE OF 10 FEET ON EACH SIDE OF THE POINT OF CROSSING.

(C) CROSSING A WATER MAIN UNDER A SEWER: WHENEVER IT IS NECESSARY FOR A WATER MAIN TO CROSS UNDER A SEWER, BOTH THE WATER MAIN AND THE SEWER SHALL BE CONSTRUCTED OF FERROUS MATERIALS AND WITH JOINTS EQUIVALENT TO WATER MAIN STANDARDS FOR A DISTANCE OF 10 FEET ON EACH SIDE OF THE POINT OF CROSSING. A SECTION OF WATER MAIN PIPE SHALL BE CENTERED AT THE POINT OF CROSSING.

GENERAL NOTES

1. THE CONTRACTOR SHALL HAVE A COMPLETE SET OF CONTRACT DOCUMENTS AS WELL AS ALL PERMIT APPROVALS AND EASEMENTS ON THE JOB SITE AT ALL TIMES.
2. CONSTRUCTION AND MATERIAL SPECIFICATIONS SHALL CONFORM TO THE STATE OF NORTH CAROLINA AND THE TOWN OF BEAUFORT STANDARDS.
3. ALL SHOP DRAWINGS MUST BE REVIEWED AND APPROVED BY THE ENGINEER AND TOWN BEFORE EQUIPMENT IS ORDERED.
4. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY CONFLICTS, ERRORS, AMBIGUITIES, OR DISCREPANCIES THAT ARE DISCOVERS IN THE CONTRACT DOCUMENTS AND SHALL ABIDE TO THE SOLUTION PROVIDED BY THE ENGINEER AND THE TOWN.
5. ALL KNOWN UTILITIES HAVE BEEN LOCATED FROM THE INFORMATION AVAILABLE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCURATELY LOCATE BOTH HORIZONTALLY AND VERTICALLY ALL EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION (ONE CALL CENTER 811 OR 1-800-632-4949). ALL COSTS ASSOCIATED WITH ANY DAMAGE TO KNOWN OR UNKNOWN EXISTING UTILITIES RESULTING FROM THE CONTRACTOR'S FAILURE TO ADEQUATELY PROTECT THE EXISTING UTILITIES DURING CONSTRUCTION SHALL BE BORNE SOLELY BY THE CONTRACTOR.
6. CONTRACTOR SHALL MAKE EVERY EFFORT TO SAVE PROPERTY IRONS, MONUMENTS, OTHER PERMANENT POINTS AND LINES OF REFERENCE AND CONSTRUCTION STAKES. A REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE SHALL REPLACE PROPERTY IRONS, MONUMENTS, AND OTHER PERMANENT POINTS OF REFERENCE DESTROYED BY THE CONTRACTOR.
7. CONTRACTOR SHALL CLEAR AND GRUB ALL UTILITY EASEMENTS, AS DIRECTED BY THE OWNER, TO INSTALL NEW UTILITIES. ON ROADWAY RIGHT-OF-WAYS, THE CONTRACTOR SHALL ONLY REMOVE THE TREES MARKED ON THE PLANS AND SHALL MAKE EVERY EFFORT DURING CONSTRUCTION TO PROTECT THE TREES THAT WILL NOT BE REMOVED.
8. EXISTING BUILDING LOCATIONS ARE APPROXIMATE AND SHOWN FOR INFORMATION ONLY.
9. CONTRACTOR SHALL REPAIR ALL DRIVEWAYS, PAVED OR UNPAVED, TO EXISTING OR BETTER CONDITIONS IF DISTURBED DURING CONSTRUCTION.
10. THE CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN ALL NECESSARY EROSION CONTROL MEASURES WHETHER OR NOT SHOWN ON THE PLANS TO PROTECT ADJACENT CREEKS, RIVERS, ROADWAYS, ETC. FROM SILT AND EROSION.
11. DISRUPTION TO ANY UTILITY SHALL BE COORDINATED WITH THE AFFECTED PROPERTY OWNER.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATION OF EXISTING UTILITIES IF REQUIRED DURING INSTALLATION OF NEW WORK. THERE WILL BE NO ADDITIONAL OR SEPARATE PAY ITEM FOR THIS WORK UNLESS SPECIFICALLY CALLED OUT IN THE BID FORM. ANY RELOCATION OF EXISTING UTILITIES MUST BE COORDINATED WITH THE AFFECTED UTILITY COMPANY.
13. THE CONTRACTOR SHALL SUPPORT ALL UTILITY POLES AS NECESSARY. THE CONTRACTOR SHALL COORDINATE UTILITY POLE SUPPORT WITH THE APPROPRIATE UTILITY COMPANIES.
14. CONTRACTOR SHALL RESTORE/REPLACE ALL SIGNS, MAILBOXES, ETC. ENCOUNTERED DURING CONSTRUCTION TO ORIGINAL CONDITION.
15. THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO THE EXISTING GRADE UNLESS OTHERWISE NOTED ON THE DRAWINGS.
16. ALL DRIVEWAYS SHALL BE REPAIRED AS SOON AS CONSTRUCTION HAS PASSED. A MINIMUM OF 6" OF CABC SHALL BE USED FOR TEMPORARY REPAIR ON ASPHALT AND CONCRETE DRIVEWAYS UNTIL PERMANENT REPAIR CAN BE COMPLETED AND A MINIMUM OF 6" OF CABC SHALL BE USED AS PERMANENT REPAIR ON GRAVEL DRIVEWAYS.
17. CONTRACTOR SHALL REPLACE WITH NEW ALL DRIVEWAY PIPES AND OTHER DRAINAGE PIPES/CULVERTS THAT ARE DISTURBED WHILE INSTALLING THE UTILITIES. ALL PIPE/CULVERTS SHALL MEET THE REQUIREMENTS OF NCDOT AND OR THE TOWN OF BEAUFORT.
18. ROADS ARE ASPHALT UNLESS OTHERWISE NOTED.
19. ALL ROADWAY DITCHES DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION OR BETTER AND CONFORM TO NCDOT REQUIREMENTS. ALL DITCHES SHALL BE LINED WITH EROSION CONTROL MATTING UNLESS OTHERWISE NOTED.
20. THE CONTRACTOR SHALL REMOVE EXISTING FENCING AS REQUIRED TO INSTALL NEW UTILITIES AND REPLACE WITH NEW FENCING OF THE SAME TYPE. TEMPORARY FENCING SHALL BE INSTALLED AS REQUIRED TO CONTAIN LIVESTOCK DURING CONSTRUCTION.
21. ALL EXCAVATED MATERIAL SHALL BE PLACED WITHIN THE LIMITS OF DISTURBANCE DURING UTILITY INSTALLATION. THE CONTRACTOR SHALL PROVIDE THE NECESSARY SEDIMENT AND EROSION CONTROL MEASURES TO CONTROL RUN-OFF. ALL EXCESS EXCAVATED MATERIAL SHALL BE REMOVED FROM THE CONSTRUCTION SITE AND DISPOSED OF LEGALLY.
22. ALL STREAM CROSSINGS SHALL UTILIZE CLEAN WASHED STONE. SOIL OF ANY TYPE WILL NOT BE PERMITTED IN ANY STREAM CROSSING.
23. CONTRACTOR IS RESPONSIBLE FOR ALL SAFETY PRECAUTIONS AND SHALL INSTALL TRAFFIC SAFETY MEASURES IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
24. SITE SHALL BE STABILIZED, SEEDED AND MULCHED, AND PAVED AS INDICATED IN THE EROSION CONTROL NOTES PRIOR TO FINAL INSPECTION.
25. POSITIVE DRAINAGE SHALL BE PROVIDED FOR THE CONSTRUCTION AREA THROUGHOUT THE CONSTRUCTION PERIOD.
26. CONTRACTOR SHALL PROVIDE PROPER OIL POLLUTION PREVENTION MEASURES TO MINIMIZE THE IMPACT OF DIESEL FUEL TO THE ENVIRONMENT. MEASURES SHALL BE IN ACCORDANCE WITH STATE AND LOCAL LAWS.
27. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF EXCESS SOIL FROM THE JOB SITE AND SHALL BE REQUIRED TO OBTAIN PROPER PERMITS FROM THE STATE.
28. ALL GRID COORDINATES SHOWN ON THE DRAWINGS ARE BASED UPON HORIZONTAL GROUND DISTANCES FROM NCGS MONUMENTS. NO SCALE FACTORS HAVE BEEN USED. THESE COORDINATES SHOULD BE USED FOR CONSTRUCTION PURPOSED ONLY.
29. INSTALL FORCE MAIN AT THE ELEVATIONS SHOWN ON THE DRAWINGS.
30. ANTI-SEEP COLLARS SHALL BE INSTALLED AS SHOWN ON THE DRAWINGS AND BE CONSTRUCTED OF CLASS B CONCRETE.
31. PROVIDE SEEDING AND MULCHING AT THE END OF EACH WORK DAY WHERE INDIVIDUAL LOTS ARE DISTURBED FOR THE RECONNECTION OF WATER AND SEWER SERVICES.
32. SURVEY IS PROVIDED BY WITHERS & RAVENEL.
33. VERTICAL DATUM ARE NGVD 1988 AND HORIZONTAL DATUM IS NAD 1983.

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 024420 CHRISTOPHER N. HUFF

SEAL NOT VALID UNLESS SIGNED AND DATED

No.	Revision	Date	By

Designer: CNH	Scale: AS SHOWN
Drawn By: CNH	Date: JUNE 2016
Checked By: JJW	Job No.: 2080976.20

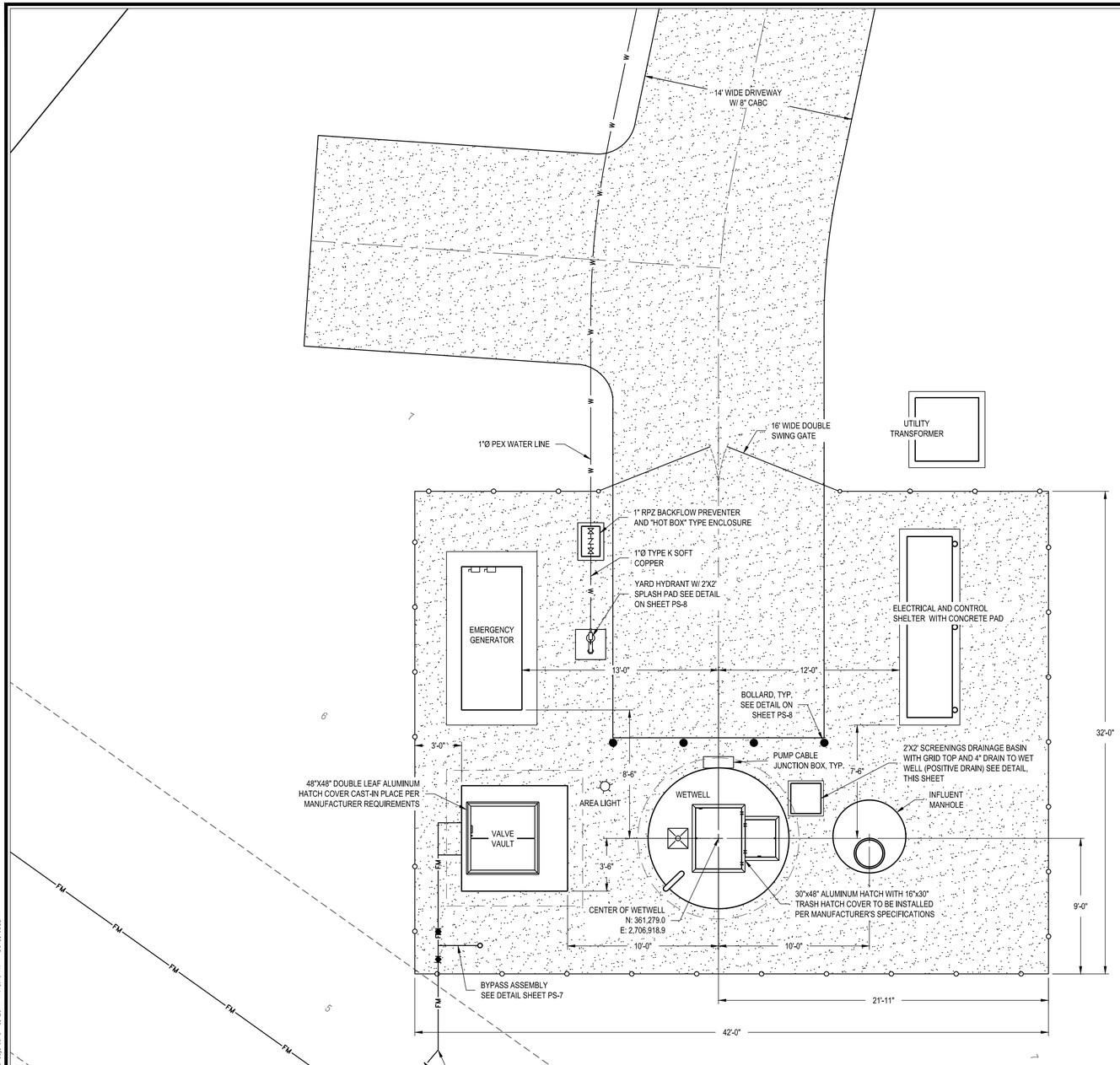
BEAUFORT EAST VILLAGE PHASE 1
Town of Beaufort Carteret County North Carolina

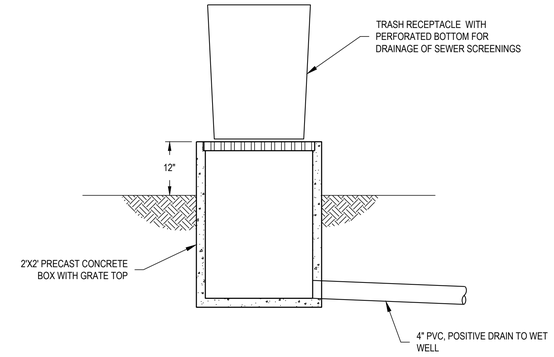
PUMP STATION GENERAL NOTES

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Sheet No.
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SCREENINGS DRAINAGE BASIN DETAIL

N.T.S.

NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CURRENT TOWN OF BEAUFORT STANDARDS AND SPECIFICATIONS.
2. PUMP STATION VERTICAL DATUM = NAVD 88

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 032440 CHRISTOPHER N. HINE

SEAL NOT VALID UNLESS SIGNED AND DATED

GRAPHIC SCALE

4 0 2 4 8

1 inch = 4 ft.

No.	Revision	Date	By

Designer: CNH	Scale: AS SHOWN
Drawn By: CNH	Date: JUNE 2016
Checked By: JJW	Job No.: 2080976.20

BEAUFORT EAST VILLAGE PHASE 1

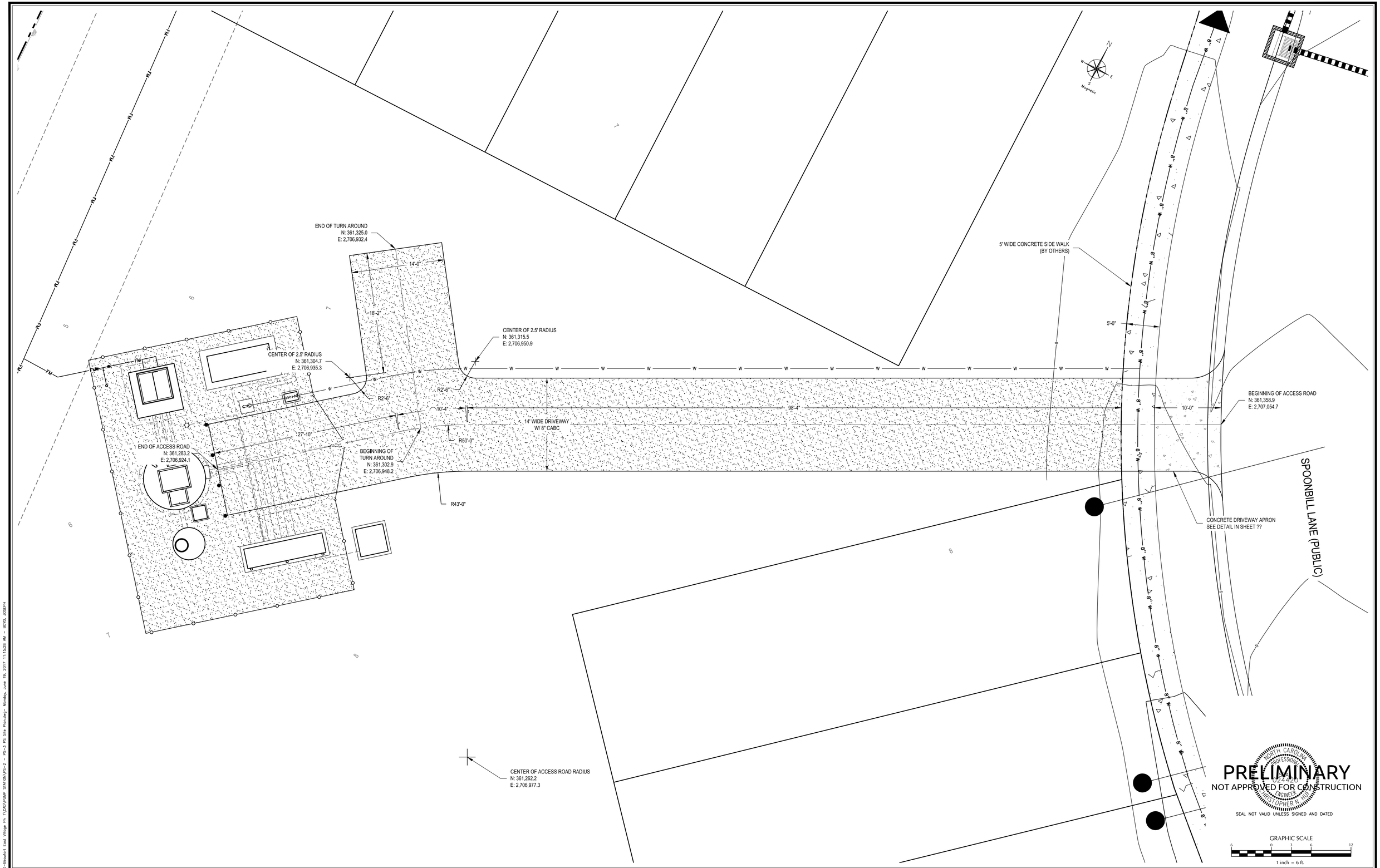
Town of Beaufort | Carteret County | North Carolina

SITE PLAN

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Sheet No.
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PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

NORTH CAROLINA PROFESSIONAL 052428 ENGINEER CHRISTOPHER N. WITHERS

SEAL NOT VALID UNLESS SIGNED AND DATED

GRAPHIC SCALE
6 0 3 6 12
1 inch = 6 ft.

No.	Revision	Date	By

Designer: CNH	Scale: AS SHOWN
Drawn By: CNH	Date: JUNE 2016
Checked By: JJW	Job No.: 2080976.20

BEAUFORT EAST VILLAGE PHASE 1

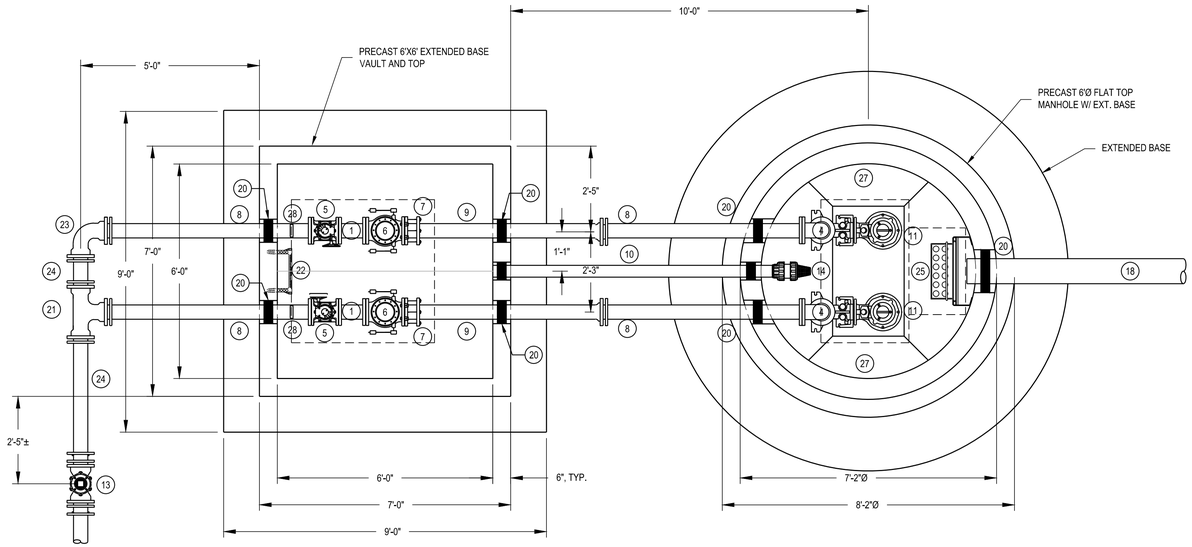
Town of Beaufort Carteret County North Carolina

ACCESS ROAD LAYOUT

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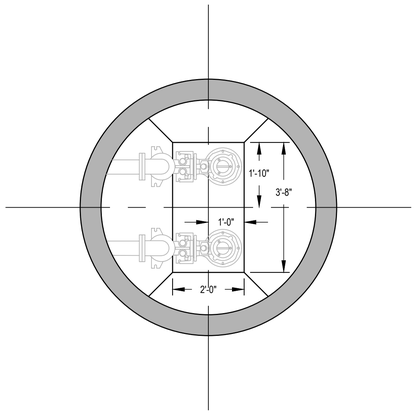
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PUMP STATION PLAN

N.T.S.



FILLET DETAIL

N.T.S.

KEY NOTES

1. 4" FL DIP
2. 4" S.S. VENT PIPE WITH S.S INSECT SCREEN
3. 2" CONDUIT WITH ABOVE GROUND JUNCTION BOX, TYP.
4. 4" FL 90° BEND
5. 4" FL PLUG VALVE W/ HANDWHEEL
6. 4" FL CHECK VALVE
7. 4" FL RESTRAINED DISMANTLING COUPLING
8. 4" FL x RJ PIPE
9. 4" RJ x PE PIPE
10. 3" DIP DRAIN LINE (SLOPE 1/4" PER FOOT)
11. SUBMERSIBLE PUMP
12. STEEL ADJUSTABLE PIPE SUPPORT
13. 4" RJ PLUG VALVE W/ VALVE NUT AND BOX
14. 3" FLAP VALVE
15. PUMP LEVEL PROBE ROD (TYP.)
16. S.S. LIFT CABLE (EACH PUMP) SEE NOTE 12
17. INTERMEDIATE GUIDE RAIL SUPPORT (EACH PUMP)
18. 8" INFLUENT SEWER
19. PIPE SUPPORT IN WETWELL (EACH PUMP)
20. LINK SEAL OR NON-SHRINK GROUT
21. 4" RJ TEE
22. STEPS
23. 4" RJ 90° BEND
24. 4" RJ PIPE
25. ALUMINUM TRASH BASKET ASSEMBLY (SEE SHEET PS-5)
26. S.S. CABLE HANGER (SEE SHEET PS-5)
27. FILLET
28. 0-100 PSI PRESSURE GAUGE, 4" DIAL W/ SHUTOFF VALVE AND SNUBBER
29. 2" SCH. 40 304 S.S GUIDE RAIL (2 RAILS PER PUMP)

NOTES:

1. SPOOL PIPE BETWEEN CHECK VALVE AND PLUG VALVE IN VALVE VAULT SHALL BE 8-INCH MIN. LENGTH TO ALLOW INSTALLATION OF BOLTS.
2. DAVIT CRANE SHALL BE THERN SERIES 5110, HAVE A MINIMUM LOAD CAPACITY OF 1,000 LBS, OR APPROVED EQUAL (NOT SHOWN ON THIS PLAN, SEE SHEET PS-5 FOR ADDITIONAL INFORMATION).
3. HATCH SAFETY NETTING SHALL BE HATCH NET AS MANUFACTURE BY SAFE APPROACH, INC. OR APPROVED EQUAL.
4. ALL HARDWARE IN WETWELL AND VALVE VAULT SHALL BE 316 STAINLESS STEEL.
5. SEE ELECTRICAL SHEETS FOR ADDITIONAL DETAILS.
6. NO UNI-FLANGE OR DRESSER COUPLING IN WET WELL.
7. ALL PIPE CONNECTIONS TO BE FLANGED PRESSURE CLASS 350 DIP UNLESS OTHERWISE NOTED.
8. PROVIDE S.S. "O" OR "D" RINGS @ 5' INTERVALS ON ALL LIFT CHAINS.
9. ALL PENETRATIONS INTO PRECAST STRUCTURES SHALL BE DONE BY CORE DRILLING AND PIPES SHALL BE SEALED WITH NON-SHRINK GROUT, LINK-SEALS OR OTHER APPROVED MEANS TO MAKE A WATER TIGHT SEAL.
10. CONTRACTOR SHALL VERIFY SIZE OF WETWELL ACCESS HATCH TO DETERMINE IF HATCH SIZE ON PLANS WILL ACCOMMODATE SELECTED PUMP AND TRASH BASKET.
11. INTERIOR OF WET WELL SHALL RECEIVE 2 COATS OF KOPPERS "SUPER SERVICE BLACK" OR A SUITABLE COAL TAR EPOXY OF AT LEAST 24-MILS THICKNESS.
12. EACH PUMP LIFT CHAIN SHALL CONSIST OF THE FOLLOWING: TWO FEET OF STAINLESS STEEL CABLE CONNECTED TO THREE FEET 5/16 IN STAINLESS STEEL CHAIN THEN BACK TO STAINLESS STEEL CABLE TO THE TOP OF THE WET WELL WITH THREE FEET EXTENDED BEYOND THE HATCH.
13. ALL PUMPS AND CONTROL PANELS SHALL BE MANUFACTURED BY FLYGT.

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 024420 ENGINEER CHRISTOPHER N. JUE

SEAL NOT VALID UNLESS SIGNED AND DATED

No.	Revision	Date	By

Designer	CNH	Scale	AS SHOWN
Drawn By	CNH	Date	JUNE 2016
Checked By	JJW	Job No.	2080976.20

BEAUFORT EAST VILLAGE PHASE 1

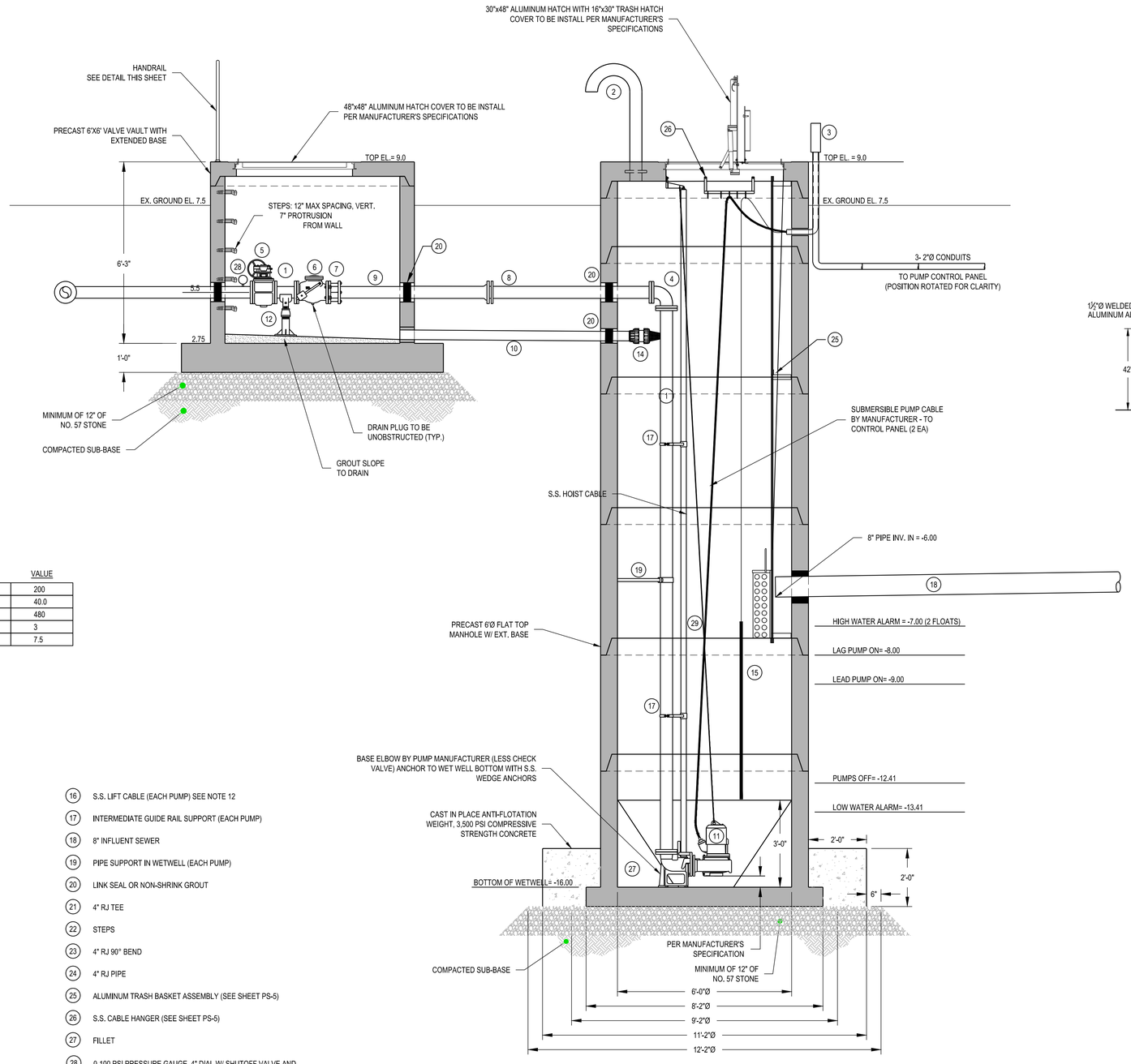
Town of Beaufort | Carteret County | North Carolina

PLAN DETAIL

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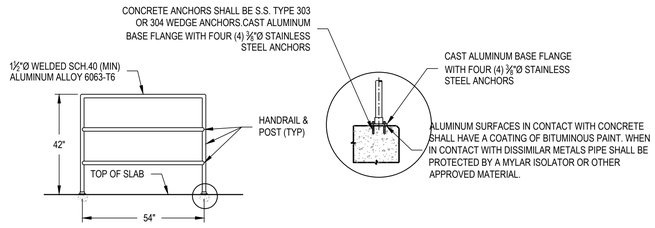
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PUMP STATION SECTION

N.T.S.



HANDRAIL DETAIL

N.T.S.

OPERATING CONDITION

ITEM	VALUE
DESIGN FLOW, GPM	200
DESIGN HEAD (TDH), FT	40.0
VOLTAGE	480
PHASE	3
HORSEPOWER, RECOMMENDED MINIMUM	7.5

NOTE:

DUTY POINT FOR ONE PUMP RUNNING IN A DUPLEX STATION.

KEY NOTES

1. 4" FL DIP
2. 4" S.S. VENT PIPE WITH S.S INSECT SCREEN
3. 2" CONDUIT WITH ABOVE GROUND JUNCTION BOX, TYP.
4. 4" FL 90° BEND
5. 4" FL PLUG VALVE W/ HANDWHEEL
6. 4" FL CHECK VALVE
7. 4" FL RESTRAINED DISMANTLING COUPLING
8. 4" FL x RJ PIPE
9. 4" RJ x PE PIPE
10. 3" DIP DRAIN LINE (SLOPE 1/4" PER FOOT)
11. SUBMERSIBLE PUMP
12. STEEL ADJUSTABLE PIPE SUPPORT
13. 4" RJ PLUG VALVE W/ VALVE NUT AND BOX
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16. S.S. LIFT CABLE (EACH PUMP) SEE NOTE 12
17. INTERMEDIATE GUIDE RAIL SUPPORT (EACH PUMP)
18. 8" INFLUENT SEWER
19. PIPE SUPPORT IN WETWELL (EACH PUMP)
20. LINK SEAL OR NON-SHRINK GROUT
21. 4" RJ TEE
22. STEPS
23. 4" RJ 90° BEND
24. 4" RJ PIPE
25. ALUMINUM TRASH BASKET ASSEMBLY (SEE SHEET PS-5)
26. S.S. CABLE HANGER (SEE SHEET PS-5)
27. FILLET
28. 0-100 PSI PRESSURE GAUGE, 4" DIAL W/ SHUTOFF VALVE AND SNUBBER
29. 2" SCH. 40 304 S.S GUIDE RAIL (2 RAILS PER PUMP)

NOTES:

1. SPOOL PIPE BETWEEN CHECK VALVE AND PLUG VALVE IN VALVE VAULT SHALL BE 8-INCH MIN. LENGTH TO ALLOW INSTALLATION OF BOLTS.
2. DAVIT CRANE SHALL BE THERN SERIES 5110, HAVE A MINIMUM LOAD CAPACITY OF 1,000 LBS, OR APPROVED EQUAL (NOT SHOWN ON THIS PLAN, SEE SHEET PS-5 FOR ADDITIONAL INFORMATION).
3. HATCH SAFETY NETTING SHALL BE HATCH NET AS MANUFACTURE BY SAFE APPROACH, INC. OR APPROVED EQUAL.
4. ALL HARDWARE IN WETWELL AND VALVE VAULT SHALL BE 316 STAINLESS STEEL.
5. SEE ELECTRICAL SHEETS FOR ADDITIONAL DETAILS.
6. NO UNI-FLANGE OR DRESSER COUPLING IN WET WELL.
7. ALL PIPE CONNECTIONS TO BE FLANGED PRESSURE CLASS 350 DIP UNLESS OTHERWISE NOTED.
8. PROVIDE S.S. "O" OR "D" RINGS @ 5' INTERVALS ON ALL LIFT CHAINS.
9. ALL PENETRATIONS INTO PRECAST STRUCTURES SHALL BE DONE BY CORE DRILLING AND PIPES SHALL BE SEALED WITH NON-SHRINK GROUT, LINK-SEALS OR OTHER APPROVED MEANS TO MAKE A WATER TIGHT SEAL.
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12. EACH PUMP LIFT CHAIN SHALL CONSIST OF THE FOLLOWING: TWO FEET OF STAINLESS STEEL CABLE CONNECTED TO THREE FEET 5/16 IN STAINLESS STEEL CHAIN THEN BACK TO STAINLESS STEEL CABLE TO THE TOP OF THE WET WELL WITH THREE FEET EXTENDED BEYOND THE HATCH.
13. ALL PUMPS AND CONTROL PANELS SHALL BE MANUFACTURED BY FLYGT.

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION
NORTH CAROLINA PROFESSIONAL ENGINEER 034024 CHRISTOPHER W. HIATT
SEAL NOT VALID UNLESS SIGNED AND DATED

No.	Revision	Date	By

Designer	CNH	Scale	AS SHOWN
Drawn By	CNH	Date	JUNE 2016
Checked By	JJW	Job No.	2080976.20

BEAUFORT EAST VILLAGE PHASE 1

Town of Beaufort — Carteret County — North Carolina

SECTION DETAIL

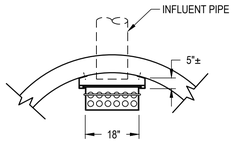
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Sheet No.
PS-5

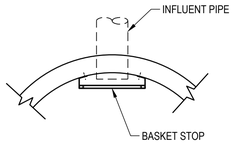
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NOTES:

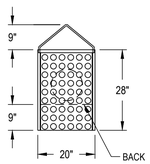
1. THE TRASH BASKET SYSTEM SHALL BE MODEL B1A AS MANUFACTURED BY HALLIDAY PRODUCTS, INC. OF ORLANDO, FLORIDA OR EQUAL.
2. THE TRASH BASKET SHALL BE OF THE PERFORATED SCREEN STYLE BASKET, HAVING 2" HOLES ON 3" CENTERS.
3. THE BASKET SHALL BE OF .080" ALUMINUM WITH ALUMINUM TRACKING ANGLES AS PART OF THE BASKET FRAME.
4. THE GUIDE RAILS SHALL BE EXTRUDED ALUMINUM CHANNELS SIZED TO FACILITATE EASY OPERATION OF THE BASKET.
5. AN ALUMINUM BASKET STOP SHALL BE SUPPLIED AT THE BOTTOM OF GUIDE RAIL ASSEMBLY.
6. BASKET HOIST CABLE TO BE 1/4" S.S. AND PERMANENTLY ATTACHED TO THE BASKET.



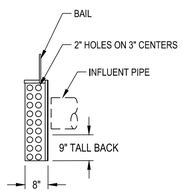
ASSEMBLED SECTION



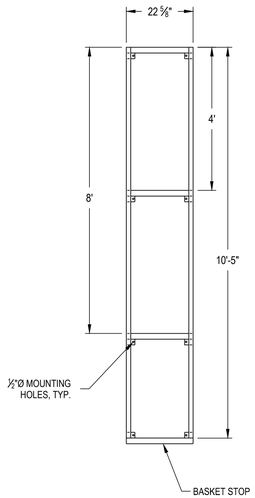
WALL SECTION



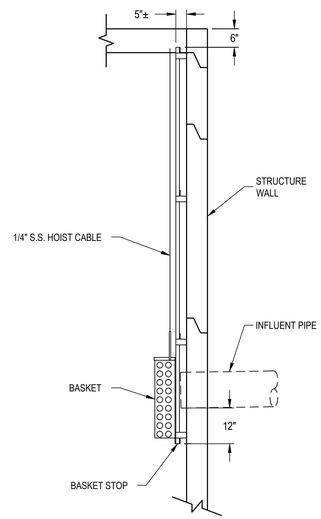
FRONT



SIDE



GUIDE RAIL ASSEMBLY

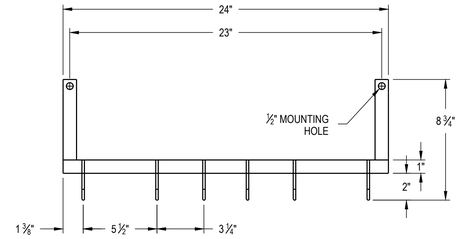


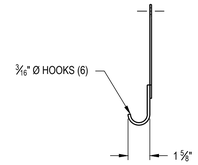
TRASH BASKET ASSEMBLY

N.T.S.

NOTES:

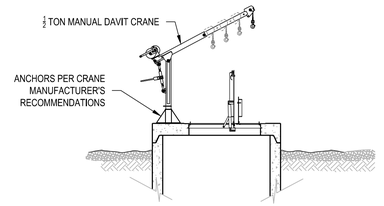
1. CABLE HANGER TO BE 316 STAINLESS STEEL.
2. CABLE HANGER SHALL BE SUPPLIED WITH 6 HOOKS.
3. CABLE HANGER CAN BE EITHER WALL OR ACCESS FRAME MOUNTED.

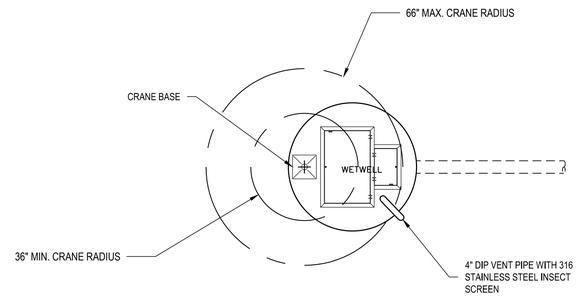




CABLE HANGER

N.T.S.





DAVIT CRANE

N.T.S.

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION
NORTH CAROLINA PROFESSIONAL 024420 ENGINEER CHRISTOPHER N. HUE
SEAL NOT VALID UNLESS SIGNED AND DATED

No.	Revision	Date	By

Designer	CNH	Scale	AS SHOWN
Drawn By	CNH	Date	JUNE 2016
Checked By	JJW	Job No.	2080976.20

BEAUFORT EAST VILLAGE PHASE 1

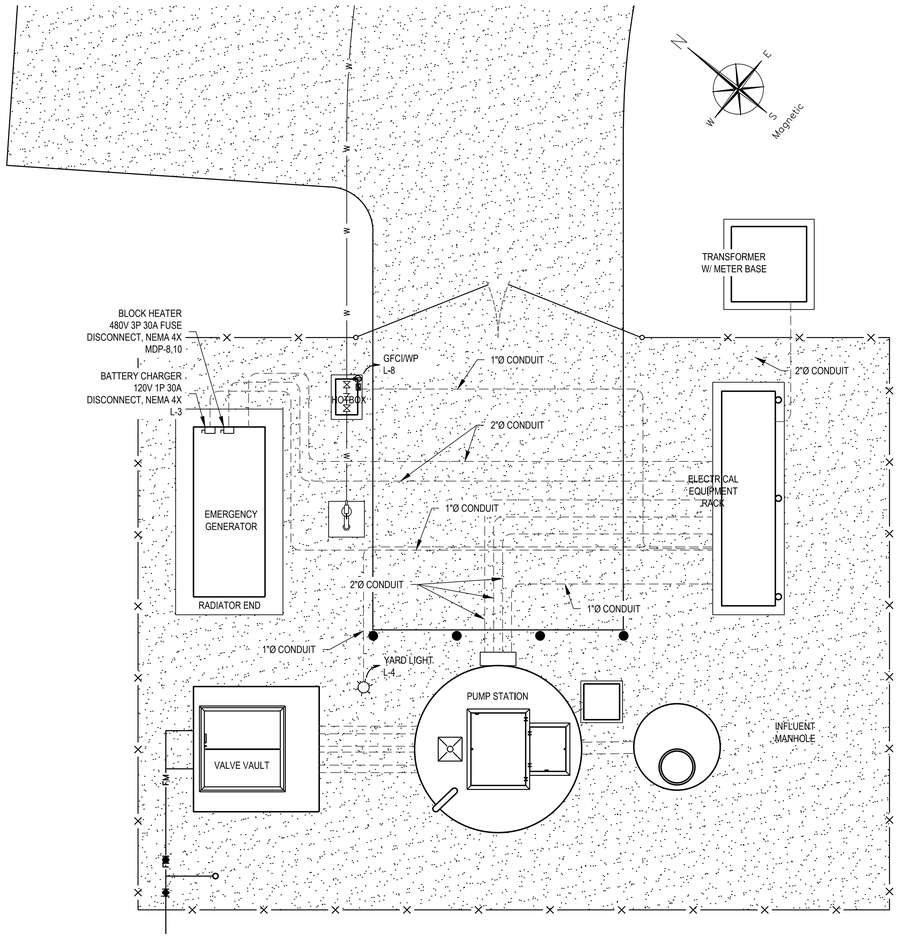
Town of Beaufort | Carteret County | North Carolina

DETAILS

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: C-0832 | www.withersravenel.com

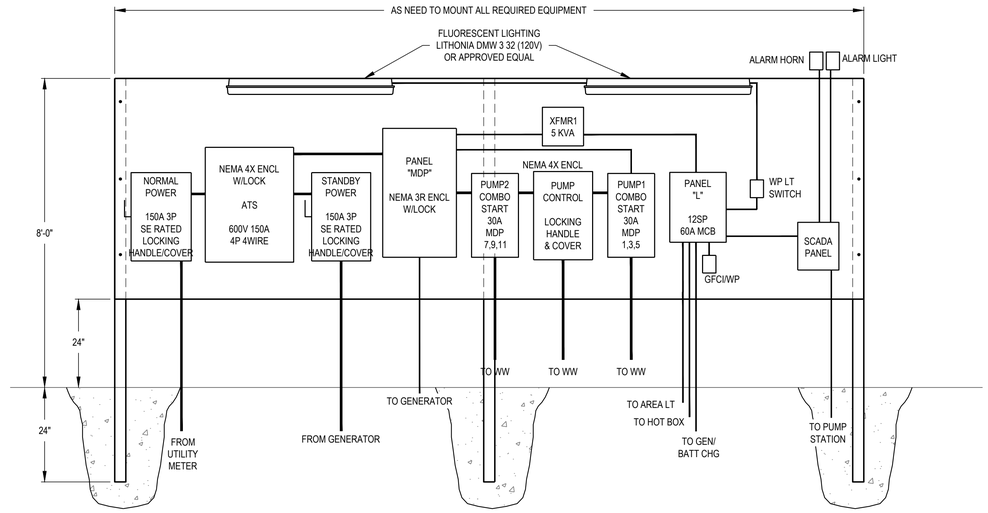
Sheet No.
PS-6

K:\2080\08-0970\2080976.20-Beaufort East Village Ph 1\CAD\PLAN STATION\PS-6 - PS-6 PS Plan and Section.dwg - Monday, June 19, 2017 11:16:05 AM - BROG, JOSEPH



SITE ELECTRICAL LAYOUT

NOT TO SCALE

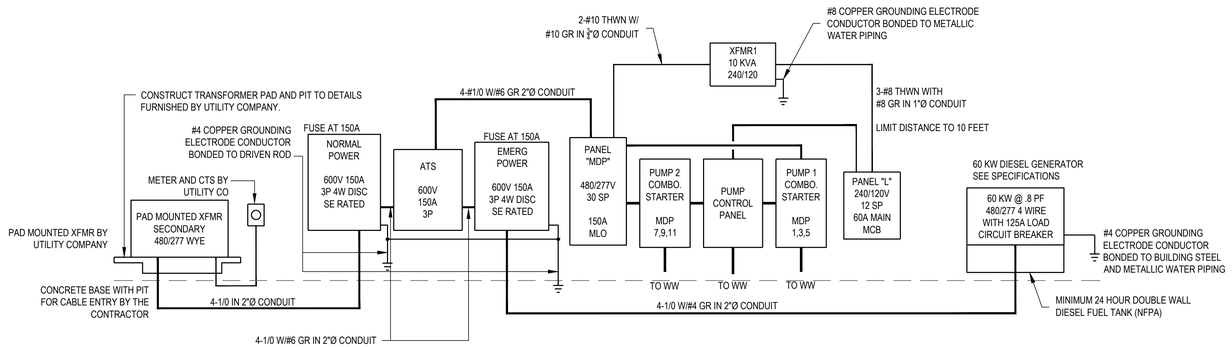


ELECTRICAL SERVICE ARRANGEMENT - FRONT VIEW

NOT TO SCALE

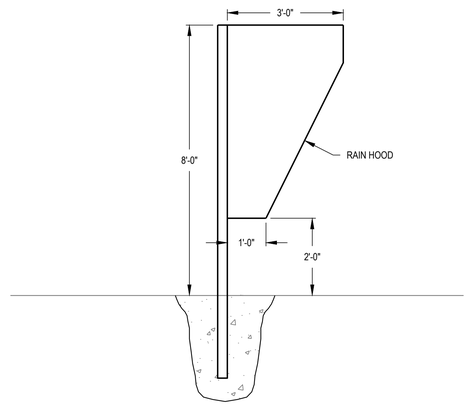
NOTES:

1. ALL DISCONNECTS SHALL BE HEAVY DUTY.
2. MINIMUM NEMA 4X RATING ON ENCLOSURES.
3. SEE SHEET PS-7 FOR ELECTRICAL NOTES.



ELECTRICAL RISER SCHEMATIC DIAGRAM

NOT TO SCALE



ELECTRICAL SERVICE ARRANGEMENT - SIDE VIEW

NOT TO SCALE

D.N. Kisley P.E.

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Cary, NC 27511
Phone: 460-9091

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 035611 NICHOLAS KISLEY

SEAL NOT VALID UNLESS SIGNED AND DATED

PRELIMINARY

NOT APPROVED FOR CONSTRUCTION

ELECTRICAL DESIGN

No.	Revision	Date	By

Designer: CNH	Scale: AS SHOWN
Drawn By: CNH	Date: JUNE 2016
Checked By: JJW	Job No.: 2080976.20

BEAUFORT EAST VILLAGE PHASE 1

Town of Beaufort Carteret County North Carolina

PUMP STATION
ELECTRICAL PLAN & DETAILS

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: C-0832 | www.withersravenel.com

Sheet No.
PS-7

K:\DIR\08-09\2080976.20-Beaufort East Village Ph 1\CAD\Build\ STATION\PS-7 - PS-8 PS Electrical.dwg - Monday, June 19, 2017 11:16:14 AM - BOYD, JOSEPH

Panel Schedule: PANEL"MDP" 3 Phase 4 Wire Voltage LL: 480 Voltage LG: 277

OC Devices: BREAKERS Device Family: BOLT ON Mounting: SURFACE Enclosure: NEMA 4X
Comments: 30 SPACE MAIN LUGS Bus Rating: 150A Available Fault Duty: 65 KA 3 Phase

CKT NO	DESCRIPTION/ LOCATION	*LOAD TYPE	*CRITERIA EA	QTY	DEM	TOTAL VA	REMARKS	DEVICE AMPS	P	PH	DEVICE AMPS	P	REMARKS	TOTAL VA	*LOAD TYPE	*CRITERIA EA	QTY	DEM	DESCRIPTION/ LOCATION	CKT NO
01	PUMP 1 COMBO STARTER 10HP	MTR			9	4850	3 #10 W/ #10 GR	25	3	A	30	2	2 #8 W/ #10 GR	3000	BUS#			3	$$XFMR1PRIM	02
03					9	4850				B			2 #8 W/ #10 GR	3000	BUS#			3	$$XFMR1PRIM	04
05					9	4850				C										06
07	PUMP 2 COMBO STARTER 10HP	MTR			9	3900	3 #10 W/ #10 GR	25	3	A	30	2	2 #10 W/ #10 GR	1500	MTR			9	BLOCK HEATER	08
09					9	3900				B				1500				9		10
11					9	3900				C										12
13										A										14
15										B										16
17										C										18
19										A										20
21										B										22
23										C										24
25										A										26
27										B										28
29										C										30

ENDUSE LOADS: PHASE A VA 13,250 PHASE B VA 13,250 PHASE C VA 13,250
TOTAL LOADS: DESIGN KVA 13.2 13.2 13.2
DESIGN FLA 48A 48A 48A

Panel Schedule PANEL "L" 3 Phase 4 Wire Voltage LL: 240 Voltage LG: 120
OC Devices: BREAKERS Device Family: BOLT ON Mounting: SURFACE Enclosure: NEMA 4X
Comments: 12 SPACE 60 MCB Bus Rating: 60A Available Fault Duty: 16KA 1 Phase

CKT NO	DESCRIPTION/ LOCATION	*LOAD TYPE	*CRITERIA EA	QTY	DEM	TOTAL VA	REMARKS	DEVICE AMPS	P	PH	DEVICE AMPS	P	REMARKS	TOTAL VA	*LOAD TYPE	*CRITERIA EA	QTY	DEM	DESCRIPTION/ LOCATION	CKT NO
01	DIALER/SCADA	GEN			1	500	2#12 W/#12GR	20	1	A	20	1	2#12W #12GR	1000	RECP			3	RECEPTACLES	02
03	BATTERY CHARGER	GEN			1	1500	2#12 W/#12GR	20	1	B	20	1	2#12W #12GR	500	LTS			1	YARD LIGHT	04
05	PUMP CONTROL PANEL	GEN			1	500	2#12 W/#12GR	20	1	A	20	1	2#12W #12GR	500	LTS			1	SHELTER LIGHT	06
07										B	20	1	2#12W #12GR	1000	LTS			1	HOT BOX	08
09										A										10
11										B										12

END USE LOADS: PHASE A VA 3,000 PHASE B VA 3,000
TOTAL LOADS: DESIGN KVA 3.0 3.0
DESIGN FLA 25.0 25.0

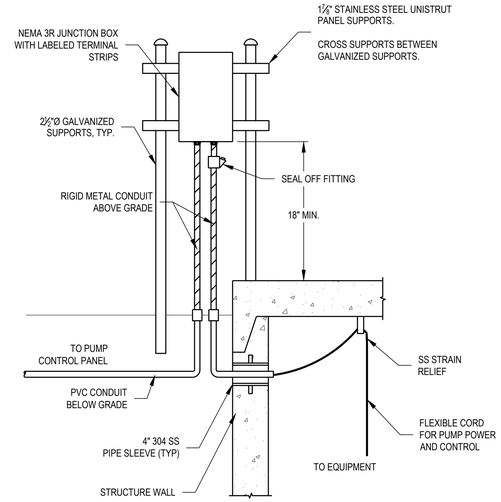
PS=PUMP STATION VENDOR
GS=GENERATOR/ATS SUPPLIER
EC=ELECTRICAL CONTRACTOR

CBOX Channel	Alarm Type	Alarm Status for Circuit	Wire Color Cable 1	Wire Color Cable 2	Responsible Party	
1	HIGH LEVEL ALARM	CLOSED	RED	RED	FURNISH	PS
					INSTALL	EC
2	LOW LEVEL ALARM	CLOSED	WHITE		FURNISH	PS
					INSTALL	EC
3	PUMP #1 HIGH TEMP	CLOSED	BLACK		FURNISH	PS
					INSTALL	EC
4	PUMP #2 HIGH TEMP	CLOSED	GREEN		FURNISH	PS
					INSTALL	EC
5	PUMP#1-SEAL FAILURE	CLOSED	BLACK		FURNISH	PS
					INSTALL	EC
6	PUMP#2-SEAL FAILURE	CLOSED	BLUE		FURNISH	PS
					INSTALL	EC
7	PUMP #1 RUN FAILURE	CLOSED		RED	FURNISH	GS
					INSTALL	EC
8	PUMP #2 RUN FAILURE	CLOSED		BLACK	FURNISH	GS
					INSTALL	EC
9	GENERATOR RUNNING NO ALARMS	CLOSED		BROWN	FURNISH	GS
					INSTALL	EC
10	GENERATOR START FAIL	OPEN		WHITE	FURNISH	GS
					INSTALL	EC
11	POSITION SWITCH ON ATS STATION ON COMMERCIAL POWER	OPEN		BLUE	FURNISH	GS
					INSTALL	EC

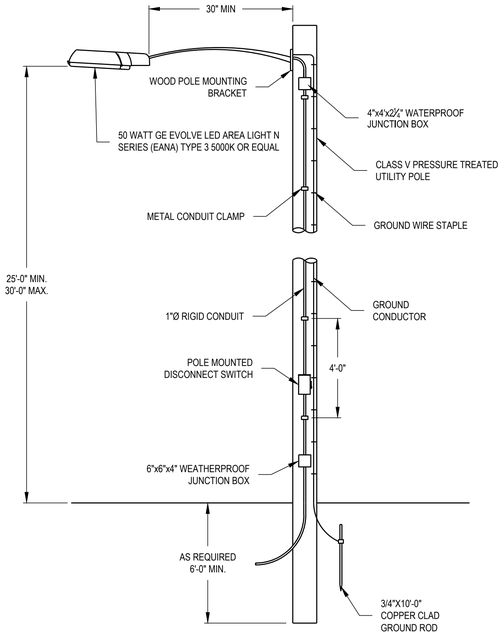
NOTES:

JB ABOVE GROUND JUNCTION BOX TO JOIN EQUIPMENT BRANCH CIRCUIT TO FLEXIBLE LEADS. BOX TO BE WATER PROOF. SEAL FLEXIBLE CABLE ENTRY INTO BOX WITH SEALOFF FITTING (GAS TIGHT). INSTALL KELLUMS CORD GRIPS AT TOP OF STRUCTURES TO SUPPORT VERTICAL SECTIONS OF EQUIPMENT FEED CABLE.

JBC ABOVE GROUND JUNCTION BOX TO JOIN EQUIPMENT CONTROLS TO FLEXIBLE CONTROL WIRE. INSTALL ADEQUATE SIZED WATERTIGHT PVC CONDUIT BELOW GRADE TO EQUIPMENT CONTROL PANELS AS REQUIRED.



JUNCTION BOX
NOT TO SCALE



LIGHT POLE DETAIL
NOT TO SCALE

NOTES:

1. CONTRACTOR SHALL PROVIDE A COMPLETE SET OF SHOP DRAWINGS FOR ENGINEERS APPROVAL.
2. ALL ELECTRICAL WORK SHALL CONFORM TO LATEST NATIONAL, STATE AND LOCAL CODES AND REQUIREMENTS.
3. THE ELECTRICAL COMPONENTS WERE DESIGNED BASED ON PUMP MOTORS WITH A RATING OF 10-HP WITH ACROSS THE LINE STARTERS.
4. PUMPS TO HAVE STAGGERED START SO THAT ONLY 1 PUMP CAN BE STARTED AT ANY 1 TIME WITH A MINIMUM 5 SECOND ADJUSTABLE DELAY.
5. CONTRACTOR SHALL COORDINATE AND PAY FOR ELECTRICAL SERVICE AND TRANSFORMER TO BE INSTALLED BY UTILITY COMPANY.
6. OVERCURRENT DEVICES SHALL BE READILY ACCESSIBLE AND SHALL BE INSTALLED SO THAT THE CENTER OF THE GRIP OF THE OPERATING HANDLE OF THE SWITCH OR CIRCUIT BREAKER, WHEN IN IT'S HIGHEST POSITION, IS NOT MORE THAN 5'-6" ABOVE FFE OF EQUIPMENT PAD. A PERMANENT WORKING PLATFORM COMPLETE WITH STEPS AND HANDRAILS MAY BE REQUIRED AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO OWNER. THE PLATFORM MUST COMPLY WITH ALL OSHA REQUIREMENTS.
7. THE GENERATOR SHALL INCLUDE A SOUND ATTENUATING ENCLOSURE AND HOSPITAL GRADE SILENCER. THE GENERATOR SHALL HAVE A SOUND RATING OF LESS THAN 70 DBA AT A DISTANCE OF 7 METERS FROM THE OPERATING EQUIPMENT.
5. CONTRACTOR TO PROVIDE FUEL FOR TESTING THE GENERATOR. THE FUEL TANK SHALL BE TOPPED OFF AFTER ACCEPTANCE OF THE STATION.
6. ALL ABOVE GRADE CONDUIT SHALL BE RIGID METALLIC. MEYERS HUBS SHALL BE USED AT ALL PANEL CONNECTIONS.
10. CONDUIT NUMBER AND SIZE ARE APPROXIMATE. CONTRACTOR TO VERIFY CONDUIT SIZE AND ENSURE ITS ADEQUACY FOR ITS INTENDED PURPOSE.
11. EACH CONDUIT FROM WET WELL MUST HAVE A SEAL OFF BEFORE ENTERING A NEMA 4X 316 STAINLESS STEEL JUNCTION BOX.
12. USE NON-HARDENING MATERIAL IN CONDUIT SEALS ENTERING JUNCTION BOX.
13. BOTTOM OF JUNCTION BOX(ES) SHALL BE A MINIMUM 18" ABOVE GROUND LEVEL.
14. ALL ENCLOSURES SHALL BE NEMA 3R S.S. OR BETTER.
15. ALL DISCONNECTS SHALL BE HEAVY DUTY.
16. ALARM HORN AND LIGHT ARE ACTIVATED ANYTIME THE TELEMETRY INITIATES AN ALARM. SILENCER FOR ALARM HORN SHALL BE LOCATED IN PUMP CONTROL PANEL.
17. CONTROL PANEL SHALL BE INSTALLED WITH AUTOMATIC ALARM DIALER MEETING TOWN OF BEAUFORT SPECIFICATIONS.
18. ALL FIELD WIRING AND CONNECTIONS BETWEEN PUMPS AND FLOAT SWITCHES AND CONTROL PANEL BY CONTRACTOR.
19. ALL TRANSFORMERS ARE THREE PHASE GENERAL PURPOSE DRY TYPE FOR OUTDOOR USE UNLESS OTHERWISE NOTED.
20. FURNISH AND INSTALL SUITABLY SIZED EQUIPMENT GROUNDING CONDUCTORS IN ALL FEEDERS AND BRANCH CIRCUITS.
21. SOLIDLY GROUND ALL TRANSFORMERS TO DRIVEN ROD(S). ALL DISCONNECTS SHALL BE RATED FOR THE VOLTAGE OF THE SYSTEM IN WHICH THEY ARE INSTALLED AND SHALL BE HEAVY DUTY FUSIBLE TYPE UNLESS NOTED.
22. PANEL LAYOUT IS SCHEMATIC ONLY. CONTRACTOR SHALL DETERMINE LENGTH AND HEIGHT OF ELECTRICAL EQUIPMENT RACK, PROVIDED DIMENSIONS ARE FOR REFERENCE ONLY. MAINTAIN 4" MIN. CLEARANCE BETWEEN PANELS AND WEATHER HOOD SIDES.
23. EQUIPMENT RACK BACKING PLATE TO BE ¼" THICK ALUMINUM. MOUNT TO 4-INCH GALVANIZED STEEL POSTS WITH STAINLESS STEEL NUT, BOLTS, AND WASHERS.
24. ELECTRICAL EQUIPMENT SHALL BE MOUNTED TO THE ALUMINUM BACKING PLATE WITH NYLON SPACERS & STAINLESS STEEL NUTS, BOLTS & WASHERS.
25. ALL POSTS EMBEDDED IN CONCRETE SHALL BE COATED WITH BITUMINOUS PAINT.
26. NO EQUIPMENT SHALL BE MOUNTED LESS THAN 36" ABOVE FINISHED GRADE. MINIMUM CLEARANCE FROM WORK LIGHT TO STANDING PAD SHALL BE 7'-6".
27. NO PANELS SHALL EXTEND BEYOND BACK PANEL.

D.N. Kisley P.E.
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Phone: 460-9091

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 25547 DAVID NICHOLAS KISLEY

SEAL NOT VALID UNLESS SIGNED AND DATED

ELECTRICAL DESIGN

No.	Revision	Date	By

Designer	CNH
Scale	AS SHOWN
Drawn By	CNH
Date	JUNE 2016
Checked By	JJW
Job No.	2080976.20

BEAUFORT EAST VILLAGE PHASE 1
Town of Beaufort Carteret County North Carolina

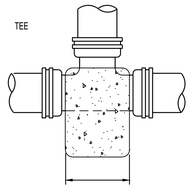
PUMP STATION ELECTRICAL PLAN & DETAILS

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Sheet No.
PS-8

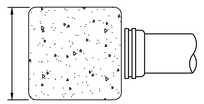
K:\08\08-0976\0809076.20-Beaufort East Village Ph 1\CAD\PUMP STATION\PS-7 - PS-8 PS Electrical.dwg - Monday, June 19, 2017 11:16:43 AM - BOYD, JOSEPH

TEE



PIPE	AREA AGAINST UNDISTURBED SOIL
2"	1'-0" x 1'-0"
4"	1'-2" x 1'-2"
6"	1'-6" x 1'-6"
8"	1'-9" x 1'-9"
10"	2'-2" x 2'-2"
12"	2'-8" x 2'-8"

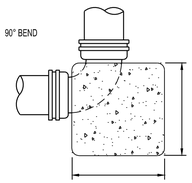
PLACE 20 GA. GALV. SHEET BETWEEN PLUG AND BLOCKING



PLUGGED END OF PIPE OR FITTING

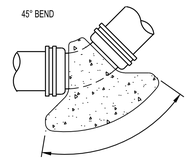
PIPE	AREA AGAINST UNDISTURBED SOIL
2"	1'-0" x 1'-0"
4"	1'-2" x 1'-2"
6"	1'-6" x 1'-6"
8"	1'-9" x 1'-9"
10"	2'-2" x 2'-2"
12"	2'-8" x 2'-8"

90° BEND



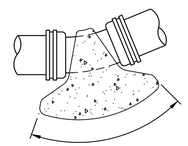
PIPE	AREA AGAINST UNDISTURBED SOIL
2"	1'-0" x 1'-0"
4"	1'-0" x 1'-0"
6"	1'-3" x 1'-3"
8"	2'-0" x 2'-0"
10"	2'-6" x 2'-6"
12"	3'-0" x 3'-0"

45° BEND



PIPE	AREA AGAINST UNDISTURBED SOIL
2"	1'-0" x 1'-0"
4"	1'-0" x 1'-0"
6"	1'-3" x 1'-3"
8"	1'-5" x 1'-5"
10"	2'-0" x 2'-0"
12"	2'-3" x 2'-3"

22 1/2° BEND



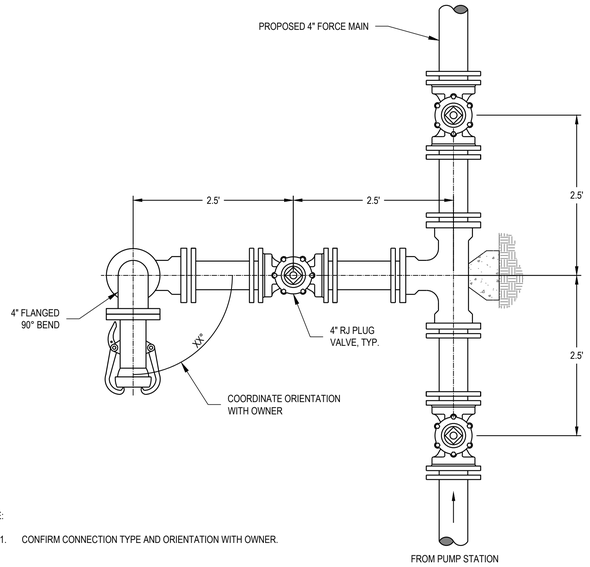
PIPE	AREA AGAINST UNDISTURBED SOIL
2"	1'-0" x 1'-0"
4"	1'-0" x 1'-0"
6"	1'-0" x 1'-0"
8"	1'-2" x 1'-2"
10"	1'-6" x 1'-6"
12"	1'-8" x 1'-8"

NOTES:

1. EITHER CONCRETE THRUST BLOCKING OR MECHANICAL RESTRAINTS ARE TO BE USED WHERE THERE IS A FITTING AND CHANGE OF LINE SIZE.
2. CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3,000 PSI.
3. NO CONCRETE SHALL BE PLACED ON PIPE JOINT.
4. HEAVY DUTY PLASTIC SHALL BE WRAPPED AROUND JOINT WHERE CONCRETE BLOCKING IS USED.
5. PIPING LESS THAN 2" IN DIAMETER SHALL HAVE THE SAME REQUIREMENTS AS 2" DIAMETER PIPE.

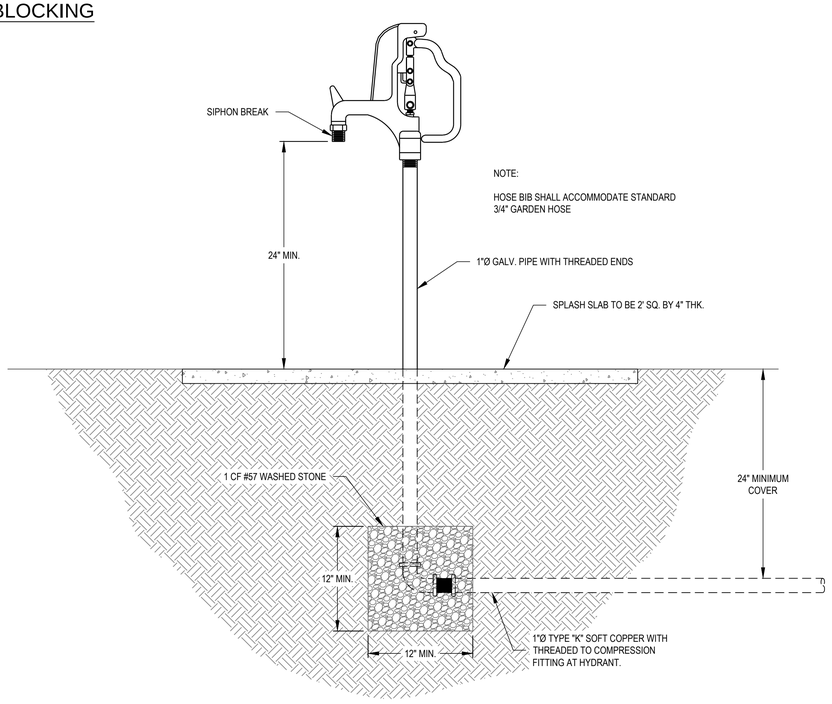
CONCRETE THRUST BLOCKING

NOT TO SCALE



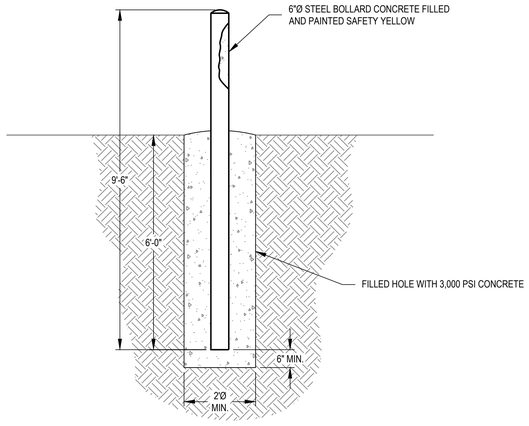
NOTE:

1. CONFIRM CONNECTION TYPE AND ORIENTATION WITH OWNER.



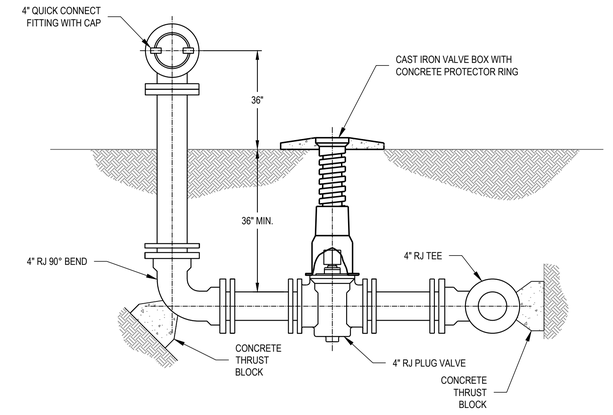
YARD HYDRANT - NONFREEZE TYPE

NOT TO SCALE



BOLLARD

NOT TO SCALE



EMERGENCY BYPASS CONNECTION DETAIL

NOT TO SCALE

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 042122 CHRISTOPHER M. HAYES

SEAL NOT VALID UNLESS SIGNED AND DATED

No.	Revision	Date	By

Designer: CNH	Scale: AS SHOWN
Drawn By: CNH	Date: JUNE 2016
Checked By: JJW	Job No.: 2080976.20

BEAUFORT EAST VILLAGE PHASE 1

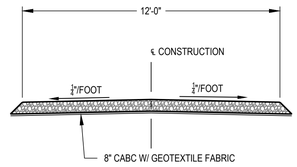
Town of Beaufort | Carteret County | North Carolina

PUMP STATION MISCELLANEOUS DETAILS

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Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: C-0832 | www.withersravenel.com

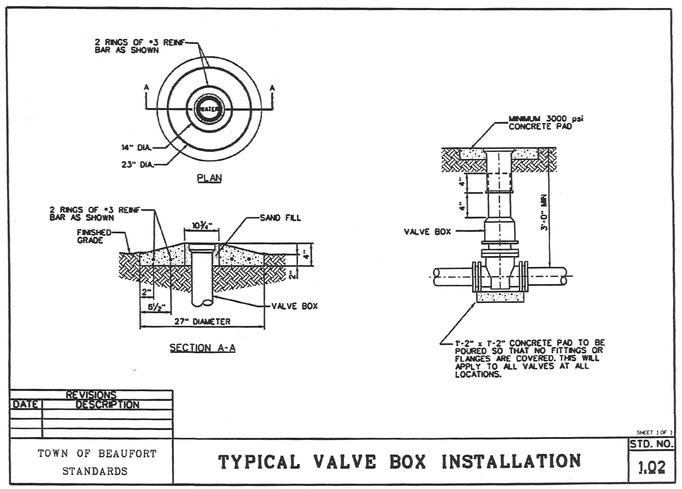
Sheet No. PS-9

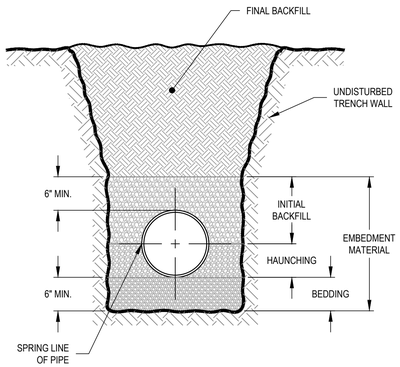
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ACCESS DRIVE SECTION

NOT TO SCALE





TRENCH CROSSING SECTION

NOTES:

1. FOR FLEXIBLE PIPE EMBEDMENT MATERIAL MAY BE EITHER CLASS I OR CLASS II.
2. FOR SEMI-RIGID PIPE, EMBEDMENT MATERIAL MAY BE CLASS I, CLASS II OR CLASS III.
3. EMBEDMENT MATERIAL SHALL BE COMPACTED TO A MINIMUM OF 90% STANDARD PROCTOR DENSITY FOR CLASS I AND CLASS II MATERIALS, AND A MINIMUM OF 95% STANDARD PROCTOR DENSITY FOR CLASS III.

BEDDING FOR FLEXIBLE PIPE

NOT TO SCALE

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION
SEAL NOT VALID UNLESS SIGNED AND DATED

No.	Revision	Date	By

Designer	CNH	Scale	AS SHOWN
Drawn By	CNH	Date	JUNE 2016
Checked By	JJW	Job No.	2080976.20

BEAUFORT EAST VILLAGE PHASE 1

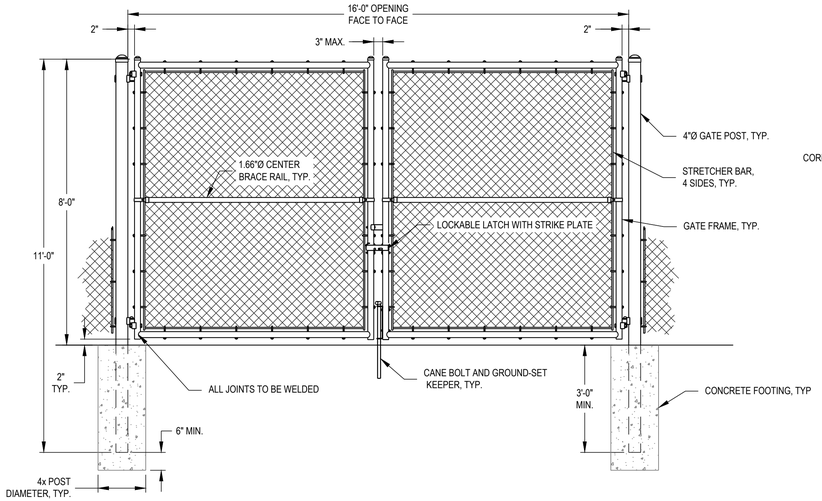
Town of Beaufort Carteret County North Carolina

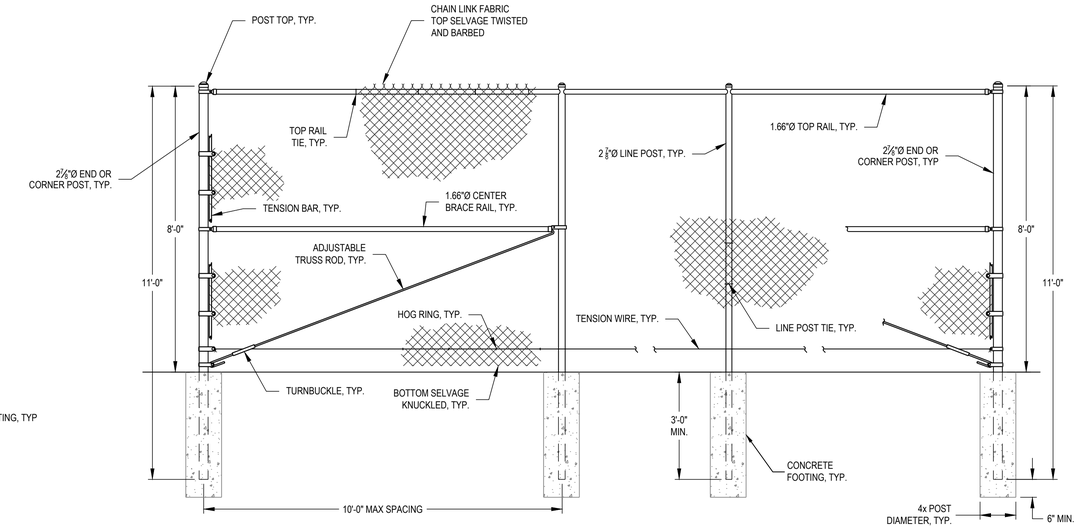
PUMP STATION MISCELLANEOUS DETAILS

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: C-0832 | www.withersravenel.com

Sheet No.
PS-10

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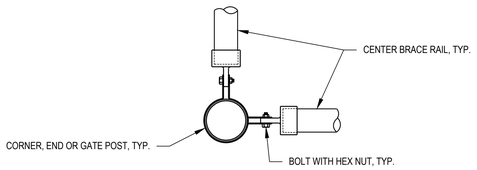


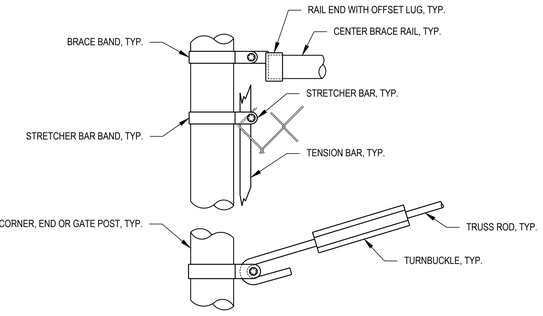
NOTES:

1. FENCE FABRIC, POSTS AND HARDWARE SHALL BE GALVANIZED AND VINYL COATED.
2. FENCE SHALL BE PROVIDED WITH VINYL SCREENING SLATS.
3. SEE PROJECT MANUAL FOR MATERIAL AND COMPONENT SPECIFICATIONS.

CHAIN LINK FENCE DETAIL

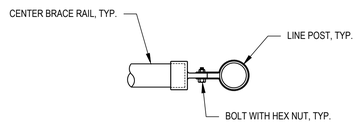
NOT TO SCALE

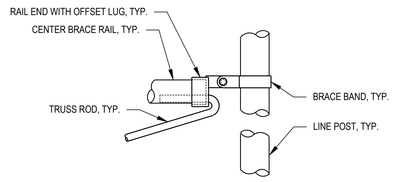




END, CORNER AND GATE POST

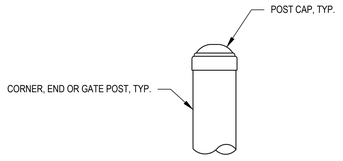
NOT TO SCALE





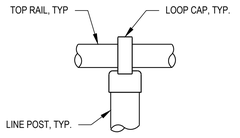
LINE POST

NOT TO SCALE



CORNER POST

NOT TO SCALE



ROUND TERMINAL POST

NOT TO SCALE

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

NORTH CAROLINA PROFESSIONAL ENGINEER 024420 CHRISTOPHER N. JOSEPH

SEAL NOT VALID UNLESS SIGNED AND DATED

No.	Revision	Date	By

Designer CNH	Scale AS SHOWN
Drawn By CNH	Date JUNE 2016
Checked By JJW	Job No. 2080976.20

BEAUFORT EAST VILLAGE PHASE 1

Town of Beaufort Carteret County North Carolina

PUMP STATION MISCELLANEOUS DETAILS

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: C-0832 | www.withersravenel.com

Sheet No. PS-11

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Town of Beaufort, NC

Board of Commissioners
Virtual Work Session
4:00 PM – Monday, March 22, 2021

AGENDA CATEGORY: Discussion/Consideration

SUBJECT: Rotary Beaufort Historic Road Race

BRIEF SUMMARY:

Event organizers for the Historic Beaufort Road Race run by the Beaufort Ole Towne Rotary have submitted an event application to host the annual event on Saturday, June 12 2021. This is a change for the event that has traditionally been held in late July.

In addition to their event application, attached is the organizations' COVID-19 safety procedures.

The event requests the closure of the West parking lot. Staff has reviewed the application and raises the concern of a potential conflict if the closure of the West Parking Lot is approved. June 12 is the Big Rock fishing tournament's KWLA fishing tournament for lady anglers as such the parking area is often filled with participants at an early hour.

Organizers have also requested assistance with the fees associated with the event as outlined below.

* June 12, 2021

* Set-up 6 a.m. - Finished by 10 a.m.

* Request traditional 10K route

* Request Turner Street be closed from Middle Lane to Front Street from 6 -10 a.m.

* Request Front Street be closed from Orange to Queen Streets during race

* Request closure of the West Parking lot to reopen by 10 a.m.

* Request paid parking be suspended until 10:30 a.m.

* Event will provide volunteers to help supplement public safety personnel at intersections along Front Street

* Request assistance with fees. Traditionally they have received an event grant from the Town. This funding is unavailable for the 2021 event season due to the lack of a parking season in 2020. Fees incurred will come from closure of the West Parking lot during Paid Parking season, police/fire personnel to close streets and safety and trash/recycling services. The estimated total based on past years is around $450 without parking lot closure fees.

REQUESTED ACTION:

Consideration & Discussion

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Rachel Johnson, PIO/Parks & Events Coordinator

BUDGET AMENDMENT REQUIRED:

No

Date Application Received:

Permit Number:

TOWN of BEAUFORT
NORTH CAROLINA

APPLICATION FOR SPECIAL EVENT PERMIT

Please return completed application form with permit fee and paperwork to:

Events Coordinator, Town of Beaufort
701 Front Street
P.O. Box 390
Beaufort, NC 28516
Phone: (252) 728-2141 Email: r.johnson@beaufortnc.org

Applications submitted late or incomplete may not receive approval and may not be issued a permit.

EVENT BASICS

Event Name: Historic Beaufort Road Race

Location of Event Site: Front Street

(If more than one site is being requested please be specific and list each one individually below)

Races will start/end at the corner of Front and Turner Streets.

Run by: Beaufort Old Town Rotary

Applicant (Organizer) Name: Bob Terwilliger Contact # 571-212-9345

Day of Event Contact #: _____ Email: rterwillic@gmail.com

Type of Event:

- ○ Festival
- ○ Parade
- ✓ 5K Race
- ✓ 10K Race
- ✓ 1 mile Race/Walk

- ○ Music Event
- ○ Other _____

Actual Event Date(s): June 12, 2021 Time of Event: 6 - 10 Am

Set-Up Date: June 12 Start Time: 6 Am

Tear Down Date: June 12 End Time: 10 Am

Estimated Attendance: 500 - 600 Admission Fees: N/A

Event Description:

Charity Road Races
5K / 10K / 1M Races
1 Mi. Walk

ORGANIZER/APPLICANT INFORMATION

Name of Organization: Beaufort Our Town Rotary

Primary Contact Person: Bob Terwilliger

Mailing Address: 815 Ann St Beaufort NC 28516

Email: Rterwilliger@Gmail.Com

Daytime Phone #: 571-212-9345 Cell Phone #: 571-212-9345

Alternate Contact Person: _____ Phone #: _____

Is your group a non-profit organization? Yes If yes, please provide documentation with your application.

SITE PLAN

Site Plan Attached

- ✓ Yes
- ○ No

(If you need help, please set up a meeting with the Town of Beaufort's Events Coordinator)

OTHER EVENT DETAILS

Please provide the name and contact information of all outside companies who are providing services during your event. IE: Tent Rentals, Inflatable Rentals, Port-A-Pottie Rentals, etc.

Run The East (Race Mgmt.) Jamie Orr (252) 902-9717

Will there be canon/re-enactment fire during your event? No If yes, please coordinate with the Beaufort Fire Department for safety procedures.

ALCOHOL

Alcohol at the event YES ___ NO X Attach all required paperwork. Applicant is responsible for obtaining applicable ABC License and Liquor Liability Insurance. Applicant must provide a clearly marked and contained area for alcohol consumption and hire two Town of Beaufort police officers at a rate of $35 per hour for the duration. (The Police Chief will review the application for exceptions.) All local, state and Federal laws must be adhered to.

I/we have read, understand and will comply with the rules outlined by the Town of Beaufort in the Town Code of Ordinances as well as in the Event Procedures.

X Robert W. Tew *(Applicant's Signature)*

ROAD CLOSURES

Does your event require a road closure? X YES _____ NO

Please provide specifics below:

Road	Set-Up Time	Event Start Time	Finish Time	Tear Down Time
Turner St.	0600	0730	0900	1000
Front St.	0600	0730	0900	1000

If a road closure has any impact on area businesses and/or residents, the applicant will be required to inform all residents and/or businesses in the area of the road closure, by letter or hand-delivered flyer at least 14 days in advance of the event, of the particulars of the approved temporary road closure and any detour route available.

Emergency Vehicle Access Requirements: *A road may be closed to regular traffic during an event, but an unobstructed fire lane must be left open at all times for emergency vehicles.*

A detailed site plan must be included with your event application. The following, should they be relevant, must be included in your Site Plan.

- Location of all tents and temporary structures
- Location of requested barricades and road closures
- Emergency exits
- Fire extinguishers, propane storage
- Location of command post, medical & first aid station, emergency vehicle access points and all exits and entrances (both emergency and for the public)
- Fencing, staging, bleachers, stages, inflatables, etc.
- Food/refreshment tent vendors, refreshment tents
- Food Trucks
- Location of Restrooms
- 5K/10K race routes

If the Site Plan is not submitted with the event application, the deadline is 45 days before the event, otherwise a permit will not be issued.

PARKS & PARKING LOTS REQUESTED

Please mark all that apply:

- ○ East Parking Lot
- ✓ West Parking Lot
- ○ Craven Street Parking
- ○ Middle Lane
- ○ John Newton Park
- ○ Lynn Eury Park
- ○ Grayden Paul Park
- ○ Topsail Marine Park
- ○ Other Please list: _____

Specific Requirements: (Extra trash cans/recycling/electrical etc.) Please be specific and include each item on the Site Plan for the desired location. Please note extra charges may apply in accordance to the fee schedule. (Trash/Recycling Carts: $10 each, Electricity: $50)

Trash Cans x 2 ($20.)
Recycle Cans x 2 ($20.)

PARKING/PARKING LOTS

Parking lots required for Event set-up: (Please mark on the site map if applicable) (Please note charges may apply. The rate is $18 per day per space in the East & West parking lots and $9 per on street parking space per day for special event closure during Pay-To-Park season).

Please list all parking lots and spaces you are requesting. Spaces are numbered so please be specific. Also please note that parking space closures MUST be approved by the Board of Commissioners. Event organizers are not permitted to acquire additional spaces without Town permission prior to an event.

* WE ARE REQUESTING THAT PARKING FEES COLLECTED BE DEEMED UNTIL 10:30 THAT MORNING.

Please list off site Parking Location for Vendors & Event Staff: A letter of permission is required for the use of private property per the event procedures. Please include this with your event application.

N/A

Bicycle Parking: Yes _____ No X

Additional Handicap Parking: Yes _____ No X Location: _____

Event Parking: (Please outline your plan for day of parking for event attendees. Please include parking lot locations and the name/contact information for any shuttle/trolley service):

EVENT PARTICIPANTS WILL PARK ON TURNER ST., ANN ST. AND SIDE STREETS ADJACENT TO FRONT STREET.

PARADE/WALK INFORMATION

N/A

Parade Assembly Area: _____ Time: _____

Parade Dismissal Area: _____ Time: _____

Parade Start Time: _____

EMERGENCY MANAGEMENT

Route Map Attached: X YES _____ NO (Please note a route map is required)

Designated Emergency personal/liaison (onsite): BOB TENNILLER

Cell #: 571-272-9345 Other Contact: _____

How will your event staff react to severe weather?

EVENT WILL BE CANCELED IN THE AVENT OF SEVERE WEATHER

How will you alert visitors to the event to evacuate the site? (If multiple sites are being requested, a plan must be submitted for each location)

LOCAL ANNOUNCEMENTS VIA MEGAPHONE

RISK ASSESSMENT

It is important for Event Organizers to identify risks and hazards associated with their event and know how to prevent these risks. Please identify possible risks for your event and list below (weather, food, fire, etc.) Please provide details.

PRIMARY RISES: EXTREME HAZARDOUS WEATHER
PARTICIPANT MEDICAL EMERGENCIES

What training will you provide to your volunteers/staff/participants regarding emergencies?

VOLUNTEERS HAVE YEARS EXPERIENCE

TENTS

Will you have tents at your event? _____YES __X__ NO

Please list the tent sizes: _____

If your event includes tents, you must make arrangements with the Beaufort Fire Department for a tent permit. There is a $50 fee. Please contact Tammy Turek at (252) 728-4325 to make arrangements. The Tent Permit Application and a list of requirements are available online at www.beaufortnc.org.

FOOD

Will there be food served at your event? _____YES __X__ NO

If yes, please provide a detailed list of all food vendors.

If yes, have you contacted the Carteret County Health Department to set up inspections? _____YES _____NO

All food vendors must have proper licensing, inspections, etc.

VENDORS

Will there be vendors selling items at your event? _____Yes __X__ No

Please note vendors are only permitted to sell during the event hours listed on this application. Any vendor selling before or after the listed hours is in violation and subject to being shut-down.

All vendors must have proper certifications and licenses. They must display the required state sales and use tax information and the event organizer must keep all of this information on file pursuant to North Carolina State laws.

CHECKLIST

Please submit the following documents with your event application. Once all forms (if applicable) are received and the event is approved an Event Permit will be issued.

- ○ Tent Permit
- ○ Detailed Site Plan
- ✓ Detailed Route Map (Parade/5K/10K)
- ○ Map of Road Closures
- ○ ABC Permit
- ○ Health Inspection Documentation
- ✓ Insurance
- ✓ Non-profit documentation
- ○ Private property parking permission letter
- ○ List of food vendors
- ○ List of vendors
- ✓ Application Fee (Roll over from 2020 Cancellation)
- ○ Application Signature

I/We the event organizer _____, on behalf of _____, the party requesting the use of the Town of Beaufort facilities noted in the above application do hereby hold and save harmless and agree to indemnify the Town of Beaufort and its elected officials, directors, officers, employees, servants, agents, contractors and their respective heirs, executors, successors with respect to any and all liability, actions, debts, suits, demands, costs, damages and expenses whatsoever arising wither directly or indirectly as a result of the use of the Town of Beaufort's facilities, park, road or other and in accordance with the provisions contained in this policy. I/We have read and understand this application, the event procedures and the requirements placed upon this applicant and organization. I agree to abide by the Town of Beaufort rules, regulations and ordinances.

Applicant's Signature Robert W. Teuf Date 3/9/2021

Internal Use Only

Permission is granted to the applicant and/or sponsoring organization to use the streets/facilities/parks as listed in the application for the special event described.

Permit Issue Date: _____

Authorized Signature: _____

Insurance Certificate: Yes____ No____

Permit Fee: Yes____ No____

BOC Approval Date: _____

Police Chief Approval: _____

Fire Chief Approval: _____

Beaufort Waterfront 1 Mile 2019

Beaufort, NC

Brandon Wilson

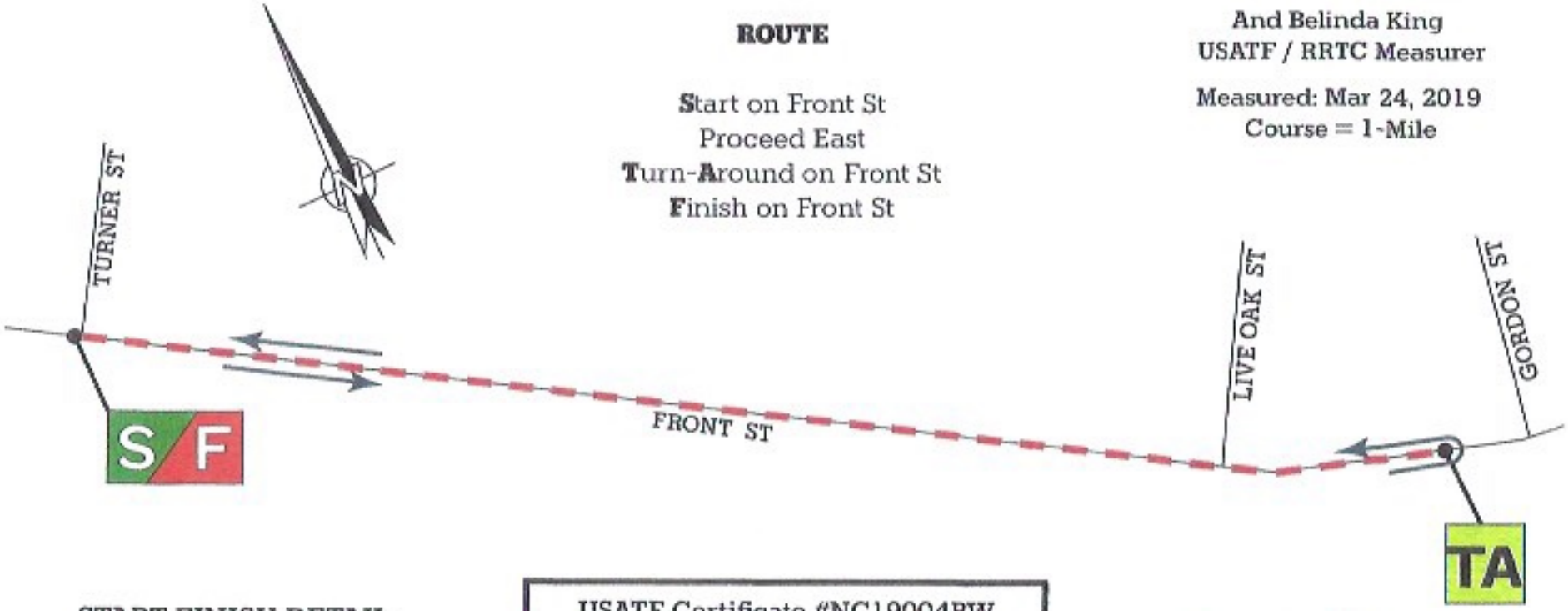
Measured By: Brandon Wilson
USATF / RRTC Certifier
IAAF / AIMS Grade A

And Belinda King
USATF / RRTC Measurer

Measured: Mar 24, 2019
Course = 1-Mile

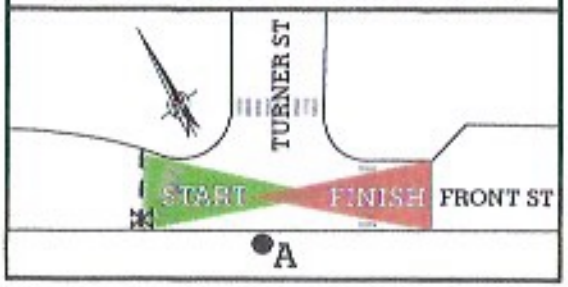
ROUTE

Start on Front St
Proceed East
Turn-**A**round on Front St
Finish on Front St



START FINISH DETAIL

The Start/Finish are collocated on Front St and form an imaginary line perpendicular to the roadway intersecting a mag nail and washer ("X"). The nail is 43' 10" West of Duke Energy Light Pole# N9D80 ("A") at the intersection of Turner St and Front St

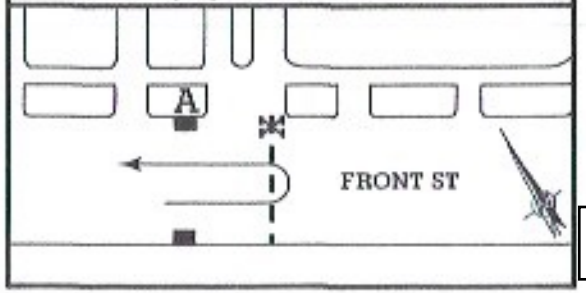


USATF Certificate #NC19004BW
Effective Apr 2, 2019 to Dec 31, 2029

USATF CERTIFIED COURSE

TURN-AROUND DETAIL

The 1-Mile Turn-Around (TA) is located on Front St marked with a mag nail and washer ("X") at the northen road edge and is 23' 8" East of the iron storm drain ("A") in-front of 917 Front St



Beaufort Waterfront 10k 2019
Beaufort, NC

SPLITS
Mile 1 - At 1506 Front St
Mile 2 - 30' East of mailbox# 2505 Front St
Mile 3 - On Ocean St 40' South of Village Ln
Mile 4 - On Broad St 140' East of Pollock St
Mile 5 - At Intersection of Ann St and Marsh St
Mile 6 - on Front St 130' West of Pollock St

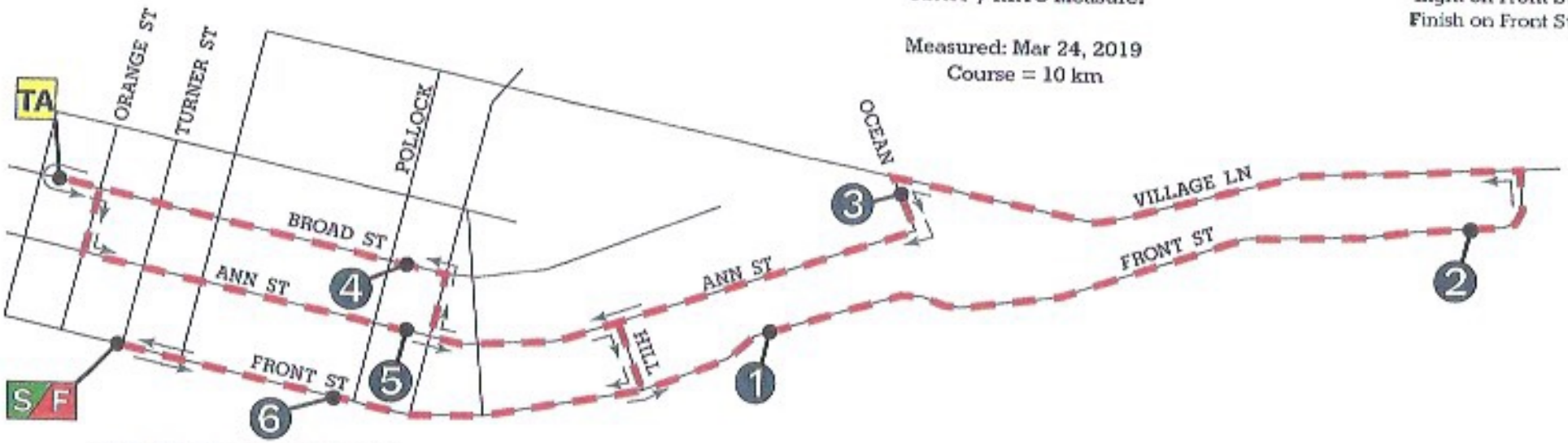
Brandon Wilson

Measured By: Brandon Wilson
USATF / RRTC Certifier
IAAF / AIMS Grade A

And Belinda King
USATF / RRTC Measurer

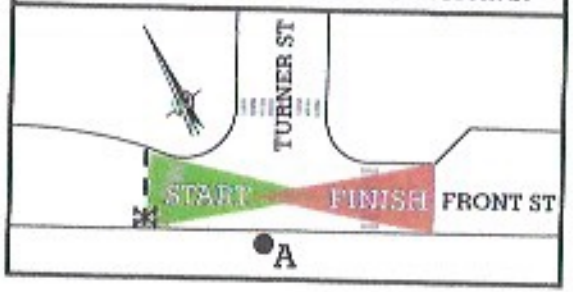
Measured: Mar 24, 2019
Course = 10 km

ROUTE
Start on Front St
Proceed East
Left on Village Ln
Left on Ocean
Right on Ann
Right on Live Oak
Left on Broad
Turn-Around on Broad
Right on Orange
Left on Ann
Right on Hill
Right on Front St
Finish on Front St



START FINISH DETAIL

The Start/Finish are collocated on Front St and form an imaginary line perpendicular to the roadway intersecting a mag nail and washer ("X"). The nail is 43' 10" West of Duke Energy Light Pole# N9D80 ("A") at the intersection of Turner St and Front St

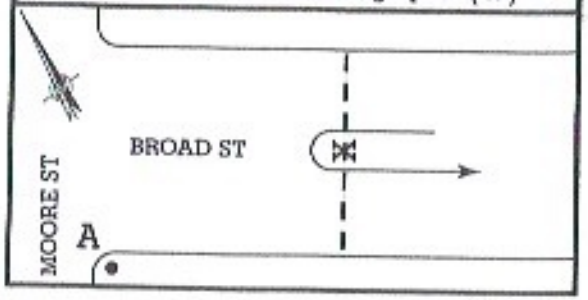


USATF Certificate #NC19006BW
Effective Apr 2, 2019 to Dec 31, 2029

USATF
CERTIFIED COURSE

TURN-AROUND DETAIL

The Turn-Around (TA) is located on Broad St marked with a mag nail and washer ("X") center roadway and is 62' East of the Broad / Moore Street Sign post ("A")



Historic Beaufort Road Race 5k

Brandon Wilson

Measured By: Brandon Wilson
USATF / RRTC Certifier
IAAF / AIMS Grade A

And Belinda King
USATF / RRTC Measurer

Measured: Mar 24, 2019
Course = 5km

ROUTE

Start on Front St
Proceed East
Turn-**A**round on Front St
Finish on Front St







Run The East LLC

Safer In-Person Races

What is a safer in-person race?

A safer in-person race is similar to a traditional in-person race, but with some important changes to help ensure the safety of participants & volunteers, as well as comply with state and local guidelines.

Run the East has been working with safer in-person races since June 2020 and we have provided guidance to both race organizers and local officials on how to safely host races during the ongoing pandemic.

Safety Guidelines

- Smaller starting groups (or individuals); runners don't arrive until their time and leave once they finish
- Online sign-up only
- Social distancing before & after the race
- Face coverings required while not running (and for all volunteers/staff)
- No aid stations (runners bring their own hydration)
- Any post-race refreshments pre-packaged; runners pick up after finishing
- No spectators
- No post-race gathering or activities
- Awards done online (not in-person)

Benefits of In-Person

- Many participants are happy to have in-person options and comply with guidelines
- Successful safe events have built trust among participants
- Participation has grown, number of events increasing as well

Town of Beaufort, NC

Board of Commissioners
Virtual Work Session
4:00 PM – Monday, March 22, 2021

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: Residential Solid Waste Fee Increase

BRIEF SUMMARY:

Per our residential service agreement with Waste Industries (now GFL), the monthly fee shall be adjusted on an annual basis to reflect the annual adjustment based on the Consumer Price Index for All Urban Consumers (CPI-U): South Region, as published by the US Department of Labor. Effective April 1, 2021, the rates will be increased by 1.4% for residential services. The notice from GFL is attached.

The term of the contract for Residential Service with GFI is 7 years: March 2017-February 2024. It can be extended for an additional 5 years. This contract was executed in November, 2016.

The term for the contract for WBD Service with GFI is also 7 years: July 2017 – June 2024. It can be extended for an additional 5 years. This contract was executed July, 2017.

REQUESTED ACTION:

Approve the change in the residential solid waste fee from $19.17 to $19.44 (a 27-cent increase per month).

EXPECTED LENGTH OF PRESENTATION:

5 mins

SUBMITTED BY:

Christi Wood – Finance Director

BUDGET AMENDMENT REQUIRED:

No

WASTE INDUSTRIES
welcome to a cleaner world!

March 16, 2021

Christi Wood
Finance Officer
Town of Beaufort
701 Front Street
Beaufort, North Carolina 28516

Dear Ms. Wood,

Per our residential service agreement, the monthly fee shall be adjusted on an annual basis to reflect the annual adjustment based on the Consumer Price Index for All Urban Consumers (CPI-U): South Region as published by US Department of Labor. Effective April 1, 2021, your rates will be increased by 1.4%.

Your cost per ton for recycle processing will remain the same.

As always, thank you for allowing Waste Industries to provide these services. Please let me know if you have any questions or concerns.

Respectfully,

Norma Yanez
Government Contracts Manager

**SOLID WASTE and RECYCLE COLLECTION,
TRANSPORTATION AND DISPOSAL AGREEMENT**

This SOLID WASTE COLLECTION and RECYCLE, TRANSPORTATION AND DISPOSAL AGREEMENT (this "Agreement") is made and entered into this the 17th day of November, 2016, by and between the Town of Beaufort, hereinafter referred to as "CUSTOMER", and Waste Industries, LLC hereinafter referred to as "CONTRACTOR"

WITNESSETH

WHEREAS, CUSTOMER is responsible for the collection and disposal of solid waste and recyclable materials of its residents; and

WHEREAS, CONTRACTOR is in the business of solid waste and recyclables collection and desires to provide such services to CUSTOMER; and

WHEREAS, CUSTOMER desires to engage CONTRACTOR to collect all residential solid waste and recyclable materials from within its boundaries in accordance with the terms of this Agreement and applicable law, including, without limitation, the ordinances of the County of Carteret and the State of North Carolina.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term: This Agreement shall be binding on all parties for a period of seven (7) years beginning March 1, 2017 and ending February 28, 2024 (the "Initial Term"). The Parties hereto may, by mutual consent within 90 days of the expiration date of the term, extend the term of the contract for an additional five (5) years.

2. Services. CUSTOMER hereby grants to CONTRACTOR the exclusive right for the collection and transportation of all residential solid waste and recyclable materials in the Town of Beaufort from the point of pickup to a solid waste disposal site or materials facility in CONTRACTOR'S discretion, which disposal site has been permitted in accordance with applicable laws, rules and regulations for disposal of solid waste (the "Services").

a) Residential Curbside Trash Collection - Subject to Section 3 below, CONTRACTOR is to provide and service a 95 Gallon cart on a once per week basis at each residential unit. Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of collection. Carts must be placed in a manner suitable to be emptied by the automatic dumping arm of the refuse vehicle where available/appropriate.

b) Residential Curbside Recycling Collection – CONTRACTOR is to provide and service a 95 Gallon cart on an every other week basis at each residential unit. Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of service. Carts must be placed in a manner suitable to be emptied by the automatic dumping arm of the refuse vehicle where available/appropriate.

c) CONTRACTOR will provide special collection to elderly, injured, ill, or handicapped residents receiving Residential Curbside Trash Collection and Residential Curbside Recycle Collection that are incapable of placing containers curbside. Such residents shall be identified and approved by CUSTOMER and qualifications for such special collection shall be determined by a written doctor's note. CUSTOMER shall maintain and provide the CONTRACTOR with a list of these addresses for this special service. Such collection will be from a front or side door that is visible to the street. CONTRACTOR shall not charge any additional cost for this service but may request CUSTOMER to re-evaluate any address where evidence of abuse may exist.

d) CONTRACTOR is not required to provide collection to any street that is not safely passable by the CONTRACTOR's equipment. CONTRACTOR shall notify the CUSTOMER of the limitations and impassability of CONTRACTOR's equipment on such streets so items for collection can be relocated and placed where practicable for collection.

In addition, CONTRACTOR will honor the commitments made in the letter to the CUSTOMER dated October 3, 2016 and attached hereto as Exhibit B.

3. Types of Waste; Title to Waste.

a) Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the collection, transportation and disposal of Acceptable Solid Waste, and only such Acceptable Solid Waste as is disposed of in a 95 gallon, CONTRACTOR-provided, residential roll-out cart.

b) Recyclable Materials may include aluminum cans, newspapers, plastics (#1 and #2), such as milk jugs, water jugs, soft drink bottles, detergent bottles, paper, magazines, glass bottles and corrugated cardboard. All materials must fit inside the CONTRACTOR provided 95 gallon cart. This list of materials may be modified as recycling capabilities and markets change.

c) For purposes of this Agreement, "Acceptable Solid Waste" means mixed household solid waste and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.

d) For purposes of this Agreement, "Unacceptable Solid Waste" means:

(i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

e) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.

4. Equipment: All equipment utilized is to be reliable and presentable during the performance of this Agreement, including backup equipment. All equipment shall be maintained, by CONTRACTOR, in a safe condition throughout the Term. CONTRACTOR will be responsible for repair/replacement for all carts due to normal wear and tear.

5. Schedule. CONTRACTOR shall operate on a schedule to ensure timely service. Services will not be provided on New Year's Day, Christmas Day, Thanksgiving Day, Independence Day, or any day that the Carteret County Transfer Station is closed. In the event that CUSTOMER service days fall on a designated holiday, then an alternate day will be chosen to ensure timely service.

6. Newly Developed and Annexed Areas: CONTRACTOR will, within thirty (30) days of notification by the CUSTOMER, provide the Services to newly developed and annexed areas. As new homes are constructed and occupied, CONTRACTOR shall provide Services on the next scheduled day of collection following notification thereof. CONTRACTOR shall be responsible for notifying CUSTOMER of all collection locations being serviced which do not appear on the billing register. Billing will be adjusted by CONTRACTOR as promptly as practicable following the addition of new or annexed homes including, to the extent necessary, adding any prior months' billings for such new or annexed homes that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.

7. Rates; Number of Units: Total compensation due to CONTRACTOR shall be set forth in Exhibit A incorporated by reference and made a part hereof on a per unit basis, subject to adjustment as set forth below (the "Service Fee"). Payment is due by the 10th day of the following month in which the invoice is submitted. The number of residential units for which CONTRACTOR will provide Services is estimated as of the date of this Agreement to be approximately 2400 residential carts, provided, however, that CUSTOMER will provide evidence to CONTRACTOR of the actual number of units to be serviced within thirty (30) days following the date of this Agreement by use of water meter, other utility records or actual number of carts. Thereafter, the number of units to be

serviced and billed will be reviewed and adjusted on a monthly basis to reflect the actual number of units serviced. CUSTOMER is responsible for billing its residents for services.

8. Adjustments:

a) The Service Fee will be increased annually every March 1st] beginning on March 1, 2017 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. Town Average-South.

b) The Service Fee may be adjusted more often than annually if such adjustments arise out of changes in CONTRACTOR's direct operational costs related to provision of the Services over which CONTRACTOR has no control, including by way of example, but not limitation:

1. disposal tipping fees, recycle material processing fees, other fees
2. relocation of or change in disposal or recycle processing facility
3. disposal or recycle processing facility operational or acceptance changes
4. Governmental regulations

Documentation will be provided and adjustments in Service Fees will not be unreasonably refused.

9. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws. CONTRACTOR will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

10. Point of Contact: All dealings, contacts, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the Town Manager or his designee. CUSTOMER will direct all interaction related to this Agreement to the General Manager or his designee.

11. Local Presence: CONTRACTOR will provide a local and/or toll free telephone number to its office for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m.

12. Notification of Customer and/or Residents: CONTRACTOR will notify CUSTOMER about service inquiry procedures, regulations and days of collection prior to the date Services begin under this Agreement. In addition, excluding schedule changes listed in Section 5, as and when approved by CUSTOMER, CONTRACTOR will notify the residents with respect to any changes in service day or other similar information due to a change by the CONTRACTOR. CUSTOMER will ensure that any resident phone numbers provided by CUSTOMER to CONTRACTOR will have been provided in compliance with the Telephone Consumer Protection Act with the consent of the resident to receiving phone calls related to the Services and will indemnify and hold CONTRACTOR harmless with respect thereto.

13. Breach; Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days

after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages.

14. Indemnification: CONTRACTOR agrees to indemnify and hold CUSTOMER harmless from and against any and all claims, liabilities, demands and causes of action arising out of CONTRACTOR'S negligence in performance of the Services or arising out of CONTRACTOR'S failure to comply with the provisions of this Agreement. Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to indemnify CUSTOMER with respect to any claims, liabilities, demands or causes of action arising in whole or in part out of the CUSTOMER'S negligence, willful misconduct or failure to comply with the provisions of this Agreement.

15. Force Majeure: CONTRACTOR shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.

16. Assignment: Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that CONTRACTOR may assign this Agreement to an affiliate of CONTRACTOR without the prior approval of CUSTOMER.

17. Insurance: CONTRACTOR shall be required to carry general liability insurance, workers compensation insurance and motor vehicle insurance as required by State laws as outlined below:

Coverage	Minimum Limits of Liability
Workers Compensation	Statutory
Employer Liability	$100,000/$500,000
General Liability	
Bodily Injury	$500,000 each occurrence
Property Damage	$100,000 aggregate
Automobile Liability	
Bodily Injury	$1,000,000 each person
	$1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence
Excess Umbrella Coverage	$10,000,000 each occurrence

Certificates of insurance shall be provided to CUSTOMER by CONTRACTOR

18. Arbitration. Any controversy or claim arising out of or related to this Agreement or any transactions contemplated herein that cannot be amicably resolved, will be resolved by binding arbitration held in Raleigh, North Carolina, or any other location mutually agreeable to the parties, in accordance with the commercial arbitration rules of the American Arbitration Association. The decree or judgment of any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

19. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt

requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:

Waste Industries, LLC
3301 Benson Drive, Suite 601
Raleigh, NC 27609
Attn: Franklin Lorick
Fax: (919) 325-3030

If to CUSTOMER, to:

Town of Beaufort
701 Front Street
Beaufort, NC 28516
Attn: Manager

20. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

21. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Town of Beaufort and Waste Industries, LLC, have executed this Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above.

The Town of Beaufort

By: _____

Name: Charles W. Burgess, Jr.

Title: Town Manager

Waste Industries, LLC

By: _____

Name: Frank Lorick

Title: Region Mgr

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

_____
Town Finance Officer

Exhibit A

Residential Curbside Trash and Recyclables Collection - The charge for once per week residential curbside trash and every other week recycling collection to CUSTOMER from CONTRACTOR shall be:
$ 7.30 per month per cart for Trash
$ 2.65 per month per cart for Recycling

CUSTOMER may approve additional carts at a residential unit. Said additional carts will be provided by the CONTRACTOR and billed by the number of carts requested multiplied by the monthly rate.

Trash Service Fee does not include disposal charges. All Acceptable Solid Waste will be delivered to Carteret County Transfer Station. All actual fees charged to CUSTOMER by Transfer Station will be direct billed by CONTRACTOR to CUSTOMER.

There will be no fuel surcharges or environmental fees charged during the term of this agreement.

Based upon existing conditions of Waste Industries delivering recyclable materials to Sonoco Industries, the current charge for processing recyclable materials will be $10 per ton. We do not foresee this changing in the next two years. However, conditions are volatile in the processer's world. If there are any changes, we will always use our volume purchasing power to negotiate the best agreements with local processers. Any changes will be mutually agreed upon but not unreasonably withheld. Waste Industries will supply documentation as a part of the process of negotiations.

Exhibit B

See Attached Letter dated October 3, 2016 addressed to Charles Burgess, Manager, Town of Beaufort.

WASTE INDUSTRIES www.wasteindustries.com

P.O. Drawer 1388 | Newport, NC 28570

October 3, 2016

Charles Burgess
Manager
Town of Beaufort
701 Front Street
Beaufort, North Carolina 28516

Dear Mr. Burgess,

As a follow-up to our trash and recycling service negotiation process, Waste Industries would like to reconfirm our willingness and ability to enhance our service with the following optional programs:

Waste Industries will participate with your Police Department in a "community watch" type program. We will invite members of your police department to one or more of our safety meetings to discuss situations that our drivers see in your neighborhoods that might indicate illicit activities and how to report to the Town's staff.

Waste Industries will assist with mutually agreed upon Town sponsored local festivals. We can provide extra containers and services at no additional charge (does not include disposal or processing fees).

Waste Industries will make a donation(s) of up to $10,000 total during the first year of agreement to a non-profit organization(s) located in the Town of Beaufort. The donation(s) will be vetted through the Waste Industries' Full Circle Project. The Full Circle Project donates funds to local approved charities that fall into categories as voted upon by our customers. These categories include Education and Scholarships, Environmental Preservation, Homeless Assistance, Mental Health, Wounded Soldiers, Animal Rescue and others.

Waste Industries will assist Town with State of North Carolina Grant Forms to obtain Pedestrian Solar Recycle Containers. These available grants are usually published in November.

Waste Industries will give first priority in hiring Town employees affected by this transition. Their employment would follow our standard guidelines for employment including passing our drug screening tests, physical assessment, background check, etc.

Waste Industries will relinquish our displacement rights to those customers who have dumpsters on Town property if the Town wishes to take over servicing these customers with carts.

We look forward to working with you and your staff to augment your service with the above enhancements. Thank you for allowing Waste Industries the opportunity to provide these services.

Respectfully,

Norma Yanez
Government Contracts Manager

**SOLID WASTE and RECYCLE COLLECTION,
TRANSPORTATION AND DISPOSAL AGREEMENT**

This SOLID WASTE COLLECTION and RECYCLE, TRANSPORTATION AND DISPOSAL AGREEMENT (this "Agreement") is made and entered into this the 1st day of July, 2017, by and between the Town of Beaufort, hereinafter referred to as "CUSTOMER", and Waste Industries, LLC hereinafter referred to as "CONTRACTOR"

WITNESSETH

WHEREAS, CUSTOMER is responsible for the collection and disposal of solid waste and recyclable materials of its residents; and

WHEREAS, CONTRACTOR is in the business of solid waste and recyclables collection and desires to provide such services to CUSTOMER; and

WHEREAS the CUSTOMER has established a Waterfront Business District, hereinafter referred to as "WBD", to include all businesses located along Front Street between Moore and Queen Streets; Turner Street between Front and Ann streets; Middle lane; Queen street between Front and Ann streets; and the boat based businesses on Front Street between Queen and Pollock Street; and

WHEREAS, CUSTOMER desires to engage CONTRACTOR to collect all solid waste and recyclable materials from businesses within the WBD in accordance with the terms of this Agreement and applicable law, including, without limitation, the ordinances of the County of Carteret and the State of North Carolina; and

WHEREAS the CONTRACTOR, having existing private contracts with businesses within the WBD agrees to release said businesses from such private contracts and to not pursue any displacement compensation for any business located within the service district that is privately contracted with CONTRACTOR.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term: This Agreement shall be binding on all parties for a period of seven (7) years beginning July 1, 2017 and ending June 30, 2024 (the "Initial Term"). The Parties hereto may, by mutual consent within 90 days of the expiration date of the term, extend the term of the contract for an additional five (5) years.

2. Services. CUSTOMER hereby grants to CONTRACTOR the exclusive right for the collection and transportation of all solid waste and recyclable materials in the Waterfront Business District in the Town of Beaufort from the point of pickup to a solid waste disposal site or materials facility at the CONTRACTOR'S discretion, which disposal site has been permitted in accordance with applicable laws, rules and regulations for disposal of solid waste (the "Services").

a) Hauling Services - Subject to Section 3 below, CONTRACTOR is to provide hauling for compaction equipment on an agreed upon service schedule.

b) Curbside Recycling Collection – CONTRACTOR is to provide and service one or more 95 Gallon cart(s) on a minimum of once per week at each business approved by the CUSTOMER to receive service. Additional weekly collections are available on a twice or three times a week collection frequency at businesses. All carts at a business will be on the same weekly collection schedule and frequency. Frequency of collection may be increased and/or decreased in April and November to coincide with the seasonality of the WBD.

c) Carts must be placed at the curb or other agreed upon location no later than 6:00 a.m. on the scheduled day of service. Carts must be placed in a manner suitable to be emptied by the automatic dumping arm of the refuse vehicle or other agreed upon location where available/appropriate.

d) Cardboard Services – CONTRACTOR is to provide one or more 8 cubic yard front loader cardboard dumpster(s) and service (dump) them on an agreed upon service schedule.

e) CONTRACTOR is not required to provide collection to any street or location that is not safely passable or accessible by the CONTRACTOR's equipment. CONTRACTOR shall notify the CUSTOMER of the limitations, impassability and accessibility of CONTRACTOR's equipment on such streets or to such locations so items for collection can be relocated and placed where practicable for collection.

3. Types of Waste; Title to Waste.

a) Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the transportation and disposal of Acceptable Solid Waste, and only such Acceptable Solid Waste as is disposed of in the Town owned compactor container(s).

b) Recyclable Materials may include aluminum cans, newspapers, plastics (#1 and #2), such as milk jugs, water jugs, soft drink bottles, detergent bottles, paper, magazines, glass bottles and corrugated cardboard. All commixed materials must be placed inside the CONTRACTOR provided 95 gallon recycling cart. Only corrugated cardboard is to be placed within the 8 cubic yard cardboard containers provided. This list of materials may be modified as recycling capabilities and markets change.

c) For purposes of this Agreement, "Acceptable Solid Waste" means mixed household solid waste and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.

d) For purposes of this Agreement, "Unacceptable Solid Waste" means:

(i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material

which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

e) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.

4. Equipment: All equipment utilized is to be reliable and presentable during the performance of this Agreement, including backup equipment. CONTRACTOR'S equipment shall be maintained, by CONTRACTOR, in a safe condition throughout the Term. CONTRACTOR will be responsible for repair/replacement for CONTRACTOR owned recycle carts due to normal wear and tear.

5. Schedule. CONTRACTOR shall operate on a schedule to ensure timely service. Services will not be provided on New Year's Day, Christmas Day, Thanksgiving Day, Independence Day, or any day that the Carteret County Transfer Station is closed. In the event that CUSTOMER service days fall on a designated holiday, then an alternate day will be chosen to ensure timely service.

6. New Business opening within the WBD: CONTRACTOR will, within ten (10) days of notification by the CUSTOMER, provide the Services to new businesses within the WBD. Billing will be adjusted by CONTRACTOR as promptly as practicable following the addition of new business, including, to the extent necessary, adding any prior months' billings for such new business that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.

7. Rates; Number of Units: Total compensation due to CONTRACTOR shall be set forth in Exhibit A incorporated by reference and made a part hereof on a per unit basis, subject to adjustment as set forth below (the "Service Fee"). Payment is due by the 10th day of the following month in which the invoice is submitted. The minimum number of roll out carts to receive twice per week collection and/or three times per week collection is 30 carts each. CUSTOMER will provide

evidence to CONTRACTOR of the actual number of units to be serviced within thirty (30) days following the date of this Agreement by use of water meter, other utility records or actual number of carts. Thereafter, the number of units to be serviced and billed will be reviewed and adjusted on a monthly basis to reflect the actual number of units serviced. CUSTOMER is responsible for billing businesses for services.

8. Disposal, Processing and other Fees

a) Hauling Service Fee does not include disposal charges. All Acceptable Solid Waste will be delivered to Carteret County Transfer Station. All actual fees charged to CUSTOMER by Transfer Station will be direct billed by CONTRACTOR to CUSTOMER.

b) Based upon existing conditions of Waste Industries delivering recyclable materials to Sonoco Industries, the current charge for processing recyclable materials will be $10 per ton. We do not foresee this changing in the next two years. However, conditions are volatile in the processer's world. If there are any changes, we will always use our volume purchasing power to negotiate the best agreements with local processers. Any changes will be mutually agreed upon but not unreasonably withheld. Waste Industries will supply documentation as a part of the process of negotiations.

c) There will be no fuel surcharges or environmental fees charged during the term of this agreement.

9. Adjustments:

a) The Service Fee will be increased annually every July 1st] beginning on July 1, 2018 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. Town Average-South.

b) The Service Fee may be adjusted more often than annually if such adjustments arise out of changes in CONTRACTOR's direct operational costs related to provision of the Services over which CONTRACTOR has no control, including by way of example, but not limitation:

1. disposal tipping fees, recycle material processing fees, other fees
2. relocation of or change in disposal or recycle processing facility
3. disposal or recycle processing facility operational or acceptance changes
4. Governmental regulations

Documentation will be provided and adjustments in Service Fees will not be unreasonably refused.

10. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws. CONTRACTOR will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

11. Point of Contact: All dealings, contacts, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the Town Manager or his designee. CUSTOMER will direct all interaction related to this Agreement to the General Manager or his designee.

12. Local Presence: CONTRACTOR will provide a local and/or toll free telephone number to its office for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m.

13. Notification of Customer and/or Residents: CONTRACTOR will notify CUSTOMER about service inquiry procedures, regulations and days of collection prior to the date Services begin under this Agreement. In addition, excluding schedule changes listed in Section 5, as and when approved by CUSTOMER, CONTRACTOR will notify the residents with respect to any changes in service day or other similar information due to a change by the CONTRACTOR. CUSTOMER will ensure that any resident phone numbers provided by CUSTOMER to CONTRACTOR will have been provided in compliance with the Telephone Consumer Protection Act with the consent of the resident to receiving phone calls related to the Services and will indemnify and hold CONTRACTOR harmless with respect thereto.

14. Breach; Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages.

15. Indemnification: CONTRACTOR agrees to indemnify and hold CUSTOMER harmless from and against any and all claims, liabilities, demands and causes of action arising out of CONTRACTOR'S negligence in performance of the Services or arising out of CONTRACTOR'S failure to comply with the provisions of this Agreement. Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to indemnify CUSTOMER with respect to any claims, liabilities, demands or causes of action arising in whole or in part out of the CUSTOMER'S negligence, willful misconduct or failure to comply with the provisions of this Agreement.

16. Force Majeure: CONTRACTOR shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.

17. Assignment: Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that CONTRACTOR may assign this Agreement to an affiliate of CONTRACTOR without the prior approval of CUSTOMER.

18. Insurance: CONTRACTOR shall be required to carry general liability insurance, workers compensation insurance and motor vehicle insurance as required by State laws as outlined below:

Coverage	Minimum Limits of Liability
Workers Compensation	Statutory
Employer Liability	$100,000/$500,000
General Liability	
Bodily Injury	$500,000 each occurrence
Property Damage	$100,000 aggregate
Automobile Liability	
Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence
Excess Umbrella Coverage	$10,000,000 each occurrence

Certificates of insurance shall be provided to CUSTOMER by CONTRACTOR

19. Arbitration. Any controversy or claim arising out of or related to this Agreement or any transactions contemplated herein that cannot be amicably resolved, will be resolved by binding arbitration held in Raleigh, North Carolina, or any other location mutually agreeable to the parties, in accordance with the commercial arbitration rules of the American Arbitration Association. The decree or judgment of any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

20. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:

Waste Industries, LLC
3301 Benson Drive, Suite 601
Raleigh, NC 27609
Attn: Franklin Lorick
Fax: (919) 325-3030

If to CUSTOMER, to:

Town of Beaufort
701 Front Street
Beaufort, NC 28516
Attn: Manager

20. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

21. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Town of Beaufort and Waste Industries, LLC, have executed this Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above.

The Town of Beaufort

By: _____

Name: John Day

Title: Town Manager

Waste Industries, LLC

By: _____

Name: FRANK LORICK

Title: Region MANAGER

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

_____
Christi H. Wood
Town Finance Officer

Exhibit A: Service Fees

Waterfront Business District Solid Waste and Recycling Collection - The charge for collection and hauling services to the CUSTOMER from CONTRACTOR is:

Roll out cart Recycling Collection:

$ 12.85 per month per cart for Recycling – once per week collection frequency
$ 28.85 per month per cart for Recycling – twice per week collection frequency – minimum 30 carts
(Twice per week includes $10 per ton processing fee)

Roll out cart Waste Collection:

$ 12.85 per month per cart – once per week collection frequency
$ 37.30 per month per cart – twice per week collection frequency – minimum 30 carts
$ 53.30 per month per cart – three per week collection frequency – minimum 30 carts
(Twice & three per week service includes tipping fee charges @ $52.50 per ton)

Cardboard Dumpster Collection:

$79.00 per month per dumpster – once per week collection frequency
$138.00 per month per dumpster – twice per week collection frequency
$198.00 per month per dumpster – three per week collection frequency
(above rates include container and $10 per ton processing fee)

Compaction Equipment:
For Queen Street location:
Lease Rate of $668.00 per month for 60 month lease term or
Purchase price of $36,152.00 + applicable taxes

Compactor hauling:

$208.60 per haul from the Queen Street or Turner Street compactor location

AMENDMENT TO SOLID WASTE AND RECYCLABLES COLLECTION, TRANSPORTATION AND DISPOSAL AGREEMENT

Amendment of Agreement dated 17th of November, 2016 between the Town of Beaufort hereinafter referred to as "CUSTOMER", and WASTE INDUSTRIES, LLC hereinafter referred to as "CONTRACTOR", is made and entered into this the 1st day of July, 2017.

WITNESSETH

WHEREAS, CUSTOMER and CONTRACTOR entered into said Agreement for the collection of solid waste and recyclables curbside within the Town; and

WHEREAS, CUSTOMER and CONTRACTOR recognize that certain residential units located within multifamily complexes were previously collected by CUSTOMER from centrally located corrals or locations within the complexes; and

WHEREAS, CUSTOMER and CONTRACTOR desire to set forth the terms and conditions applicable to allow other than curbside collection at multifamily complexes;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

2. Services. Is amended to add the following

e) Collections at multifamily complexes listed on Exhibit A will be from mutually agreed upon corral design(s) and/or location(s) on each property. CUSTOMER and CONTRACTOR will agree on the number of 95 gallon carts to be provided for Trash and Recycling Collection at each complex.

Remainder of Section 2, Services, unchanged

IN WITNESS WHEREOF, the Town of Beaufort and Waste Industries, LLC, have executed this Amendment to the Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above.

Town of Beaufort

BY: John Day

Name: John Day

Title: Town Manager

Waste Industries, LLC

BY: Frank Lorick

Name: FRANK LORICK

Title: REGION MANAGER

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

Christi H. Wood

Town Finance Officer

Exhibit A: Residential Curbside Solid Waste and Recycling Collection

Revision date: July 1, 2017

Single family residence residential Curbside Trash and Recyclables Collection -The charge for once per week residential curbside trash and every other week recycling collection to CUSTOMER from CONTRACTOR shall be:

$ 7.30 per month per cart for Trash
$ 2.65 per month per cart for Recycling

CUSTOMER may approve additional carts at a residential unit. Said additional carts will be provided by the CONTRACTOR and billed by the number of carts requested multiplied by the monthly rate.

Multifamily complexes receiving residential Trash and Recycling collection from corrals - The charge for once per week residential trash and every other week recycling collection will be the greater of:

a) Total number of residential dwelling units within the multifamily complex at $9.95 per residential unit per month; or

b) Total number of roll out carts for Trash at $7.30 per cart per month plus the total number of roll out carts for Recycling at $2.65 per cart per month.

c) Multifamily complexes to receive residential Trash and Recycling collection from corrals are:

Beaufort Village Townhomes – 1300 block of Ann Street
Beaufort Landing Townhomes – 2400 block of Front Street
Beaufort Landing Village – 2500 block of Front Street
The Courtyard East – Professional Park Drive
Palmetto Place – Professional Park Drive
Pirate Landing – Professional Park Drive

Trash Service Fee does not include disposal charges. All Acceptable Solid Waste will be delivered to Carteret County Transfer Station. All actual fees charged to CUSTOMER by Transfer Station will be direct billed by CONTRACTOR to CUSTOMER.

There will be no fuel surcharges or environmental fees charged during the term of this agreement.
Based upon existing conditions of Waste Industries delivering recyclable materials to Sonoco Industries, the current charge for processing recyclable materials will be $10 per ton. We do not foresee this changing in the next two years However, conditions are volatile in the processer's world. If there are any changes, we will always use our volume purchasing power to negotiate the best agreements with local processers. Any changes will be mutually agreed upon but not unreasonably withheld. Waste Industries will supply documentation as a part of the process of negotiations.

Town of Beaufort, NC

Board of Commissioners
Virtual Work Session
4:00 PM – Monday, March 22, 2021

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: FY 2021 Budget Amendment #8

BRIEF SUMMARY:

This amendment requests a Fund Balance appropriation for a new HVAC unit for the Public Works Wood Shop. The current unit is 22 years old and has stopped working due to a rusted accumulator. A repair has been quoted for $2,000 but will still leave a 22-year-old unit. The cost for a new unit is $6,500.

REQUESTED ACTION:

Approve BA # 8

EXPECTED LENGTH OF PRESENTATION:

5 minutes

SUBMITTED BY:

Christi Wood – Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

TOWN OF BEAUFORT
FY 2021 BUDGET AMENDMENT #8

WHEREAS, the Town of Beaufort adopted its Fiscal Year 2021 Budget through Ordinance on June 25, 2020, and

WHEREAS, the Board of Commissioners recognizes that periodic modifications to the estimated revenues and expenditures for the fiscal year may be necessary for fiscal management purposes and to implement decisions of the Board of Commissioners;

BE IT THEREFORE ORDAINED that the Board of Commissioners amends the Fiscal Year 2021 Budget as follows:

SECTION I: GENERAL FUND

This amendment requests the appropriation of Fund Balance for a new HVAC unit in the Public Works Wood Shop. The unit that is currently in place is 22 years old and is no longer working.

A. REVENUE

INCREASE

APPROPRIATED FUND BALANCE	$ 6,500
TOTAL INCREASE	**$ 6,500**

B. EXPENDITURES AUTHORIZED BY DEPARTMENT

INCREASE

PUBLIC WORKS	$ 6,500
TOTAL INCREASE	**$ 6,500**

SECTION VI: DISTRIBUTION

Copies of this ordinance shall be furnished to the Town Manager and Finance Officer to be kept on file for their direction in the disbursement of funds.
Adopted this 12th day of April, 2021
ATTEST:

Allen Coleman
Town Clerk

Everette S. Newton
Mayor

Town of Beaufort, NC

Board of Commissioners
Virtual Work Session
4:00 PM – Monday, March 22, 2021

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: February Financial Report/Notes

BRIEF SUMMARY: Tax collections for January and February are listed below

January		
Tax Year	Balance Remaining	Collection Rate to Date
2014	$2,400	99.91%
2015	$7,614	99.70%
2016	$18,519	99.30%
2017	$21,944	99.25%
2018	$29,954	99.08%
2019	$65,549	98.29%
2020	$194,294	95.94%
February		
Tax Year	Balance Remaining	Collection Rate to Date
2014	$2,400	99.91%
2015	$7,267	99.72%
2016	$16,674	99.37%
2017	$21,834	99.26%
2018	$28,834	99.12%
2019	$60,221	98.43%
2020	$150,799	96.85%

- Sales and Use tax distribution for March is $177,189 (December sales)

REQUESTED ACTION:

No action requested/ review

EXPECTED LENGTH OF PRESENTATION:

5 minutes

SUBMITTED BY:

Christi Wood – Finance Director

BUDGET AMENDMENT REQUIRED:

No

Comparison of FY 19,20, and 21 Sales and Use Tax Distributions						
Sales Month	Collection Month	Distribution Month	Distribution Amount FY 2019	Distribution Amount FY 2020	Distribution Amount FY 2021	% change from PY
July	August	October	$102,279	$154,624	$198,338	28%
August	September	November	$118,261	$147,895	$158,529	7%
September	October	December	$104,910	$132,455	$173,832	31%
October	November	January	$113,279	$130,905	$162,919	24%
November	December	February	$118,047	$116,991	$155,965	33%
December	January	March	$112,470	$133,544	$177,189	33%
January	February	April	$91,523	$110,330		
February	March	May	$96,640	$96,305		
March	April	June	$127,685	$127,868		
April	May	July	$123,099	$110,588		
May	June	August	$145,214	$158,801		
June	July	September	$150,652	$202,009		
Total			$1,404,059	$1,622,314	$1,026,772	

TOWN OF BEAUFORT

Statement of Revenue and Expenditures - Operating

Revenue Account Range: 10-000-0000 to 60-999-9999 *Include Non-Anticipated: Yes* *Year To Date As Of: 02/28/21*

Expend Account Range: First to Last *Include Non-Budget: No* *Current Period: 02/01/21 to 02/28/21*

Print Zero YTD Activity: No *Prior Year: 02/01/20 to 02/28/20*

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
10-301-0000	AD VALOREM TAX - CURRENT YEAR	$3,728,340.01	$4,682,759.00	$748,035.89	$4,594,739.42	-$88,019.58	98%
10-301-0001	AD VALOREM TAX PRIOR YEAR	$100,159.65	$70,000.00	$5,184.34	$54,383.23	-$15,616.77	78%
10-301-0002	PENALTIES AND INTEREST	$15,851.08	$10,000.00	$4,389.03	$14,038.87	$4,038.87	140%
10-301-0004	MOTOR VEHICLE TAX	$190,805.01	$168,158.00	$16,471.45	$137,442.47	-$30,715.53	82%
10-301-0006	PAYMENT IN LIEU OF TAXES	$25,054.47	$32,000.00	$0.00	$5,799.42	-$26,200.58	18%
10-303-0001	LOCAL OPTION SALES TAX	$1,655,966.50	$1,250,300.00	$155,964.89	$849,583.77	-$400,716.23	68%
10-303-0002	UTILITIES FRANCHISE TAX	$379,277.71	$385,000.00	$0.00	$118,095.17	-$266,904.83	31%
10-303-0003	BEER AND WINE TAX	$18,154.77	$18,872.00	$0.00	$0.00	-$18,872.00	0%
10-303-0004	POWELL BILL	$118,908.16	$120,000.00	$0.00	$113,553.99	-$6,446.01	95%
10-303-0012	Grant from NC Natural $ Cultural Res.	$44,016.00	$13,998.00	$0.00	$0.00	-$13,998.00	0%
10-303-0014	FEMA MITIGATION GRANT	$0.00	$84,650.00	$0.00	$0.00	-$84,650.00	0%
10-303-0015	FEMA HURRICANE REIMBURSEMENT	$692,779.21	$0.00	$0.00	$88,591.02	$88,591.02	0%
10-303-0016	GRANTS - SRO, CAD, School Safety	$37,833.00	$91,000.00	$0.00	$53,362.95	-$37,637.05	59%
10-303-0017	NOAA Grant - Taylor's Creek	$14,289.00	$0.00	$0.00	$0.00	$0.00	0%
10-303-0018	NCORR LOAN	$24,909.00	$0.00	$0.00	$0.00	$0.00	0%
10-303-0019	CARES RELIEF FUNDS	$0.00	$94,768.00	$0.00	$94,768.00	$0.00	100%
10-304-0001	COUNTY ABC PROFIT DISTRIBUTION	$165,277.00	$170,000.00	$0.00	$112,397.00	-$57,603.00	66%
10-304-0002	FIRE DISTRICT AD VALOREM TAX	$322,940.04	$334,081.00	$27,840.09	$222,720.72	-$111,360.28	67%
10-304-0003	FIRE DISTRICT SALES TAX	$110,000.04	$105,000.00	$8,750.00	$70,000.00	-$35,000.00	67%
10-304-0004	HARLOWE DIST AD VALOREM TAX	$63,234.60	$68,096.00	$5,674.45	$45,395.60	-$22,700.40	67%
10-304-0005	HARLOWE FIRE DISTRCIT SALES TAX	$21,234.48	$20,033.00	$1,669.37	$13,354.96	-$6,678.04	67%
10-304-0020	MISC REVENUE-FIRE DEPARTMENT	$5,181.64	$0.00	$0.00	$105.00	$105.00	0%
10-305-0001	SOLID WASTE USER FEE (RES)	$542,007.11	$555,000.00	$73.31	$330,558.22	-$224,441.78	60%
10-305-0002	SOLID WASTE USER FEES (COMM)	$13,523.66	$13,500.00	$0.00	$7,690.94	-$5,809.06	57%
10-305-0003	STORMWATER RESIDENTIAL	$137,464.94	$136,000.00	$20,116.65	$135,728.89	-$271.11	100%

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
10-305-0004	SOLID WASTE USER FEE -WBD	$33,726.13	$35,000.00	$0.00	$19,432.65	-$15,567.35	56%
10-305-0005	BUILDING PERMITS	$143,653.74	$175,000.00	$25,981.75	$175,604.72	$604.72	100%
10-305-0006	PARKING METER	$101,755.39	$180,000.00	$0.00	$0.00	-$180,000.00	0%
10-305-0007	PARKING VIOLATIONS/PENALTIES	$19,699.00	$20,000.00	$0.00	$1,282.42	-$18,717.58	6%
10-305-0008	COURT COSTS, FEES, CHARGES	$722.70	$750.00	$18.00	$608.50	-$141.50	81%
10-305-0009	ROAD RACE REGISTRATION	$0.00	$1,500.00	$0.00	$0.00	-$1,500.00	0%
10-305-0010	LATE FEES - SOLID WASTE	$32.25	$0.00	$0.00	$0.00	$0.00	0%
10-305-0011	SPECIAL EVENT FEES	$4,920.00	$0.00	$0.00	$0.00	$0.00	0%
10-305-0013	TRAIN DEPOT RENTAL	$1,380.00	$0.00	$0.00	$0.00	$0.00	0%
10-306-0001	PROPERTY LEASES	$218,050.74	$224,301.00	$16,684.94	$147,216.37	-$77,084.63	66%
10-306-0002	ANTENNA CONTRACT REVENUE	$68,583.51	$54,000.00	$0.00	$44,105.37	-$9,894.63	82%
10-306-0003	CEMETERY LOT SALES	$2,276.78	$3,500.00	$1,525.00	$4,751.78	$1,251.78	136%
10-306-0006	SALE OF SURPLUS PROPERTY	$58,270.00	$0.00	$0.00	$0.00	$0.00	0%
10-306-0010	SURETY BOND	$12,320.00	$0.00	$0.00	-$7,840.00	-$7,840.00	0%
10-307-0001	INVESTMENT EARNINGS	$83,935.52	$35,000.00	$248.22	$2,899.32	-$32,100.68	8%
10-307-0002	MISCELLANEOUS REVENUE	$16,818.36	$20,000.00	$375.00	$5,420.00	-$14,580.00	27%
10-307-0003	MISCELLANEOUS REVENUE - PD	$9,317.05	$0.00	$4.00	$4,211.00	$4,211.00	0%
10-307-0004	DONATIONS	$15,000.00	$0.00	$0.00	$0.00	$0.00	0%
10-307-0007	PROCEEDS FROM LOAN	$1,001,687.05	$0.00	$0.00	$0.00	$0.00	0%
10-307-0008	REIMBURSEMENT FROM INSURANCE	$20,981.58	$2,817.00	$0.00	$2,817.34	$0.34	100%
10-307-0009	APPROPRIATED FUND BALANCE	$0.00	$121,786.00	$0.00	$0.00	-$121,786.00	0%
10-307-0010	UTILITY FUND ADMIN EXPENSE ALLOCATION	$511,000.00	$600,000.00	$0.00	$0.00	-$600,000.00	0%
10-307-0011	APP. REST. FUND BALANCE (PUBLIC SAFETY)	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-900-9000	cancel revenue	$0.00	$0.00	$0.00	$174.08	$174.08	0%
	General Fund Revenue Total	**$10,751,336.88**	**$9,896,869.00**	**$1,039,006.38**	**$7,462,993.19**	**-$2,433,875.81**	**75%**

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-410-0000	GOVERNING BODY:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%

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Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-410-0200	SALARIES AND WAGES	$46,300.08	$47,226.08	$3,935.50	$31,484.00	$0.00	$15,742.08	67%
10-410-0500	FICA	$3,541.80	$3,778.09	$301.04	$2,408.32	$0.00	$1,369.77	64%
10-410-0800	WORKERS COMPENSATION	$149.55	$142.00	$0.00	$142.00	$0.00	$0.00	100%
10-410-1140	PUBLIC NOTICES/ADVERTISING	$3,141.53	$4,500.00	$0.00	$2,534.49	$0.00	$1,965.51	56%
10-410-1141	NEWSLETTER	$4,246.47	$4,000.00	$360.47	$2,113.57	$0.00	$1,886.43	53%
10-410-1210	OFFICE SUPPLIES	$0.00	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0%
10-410-1220	OFFICE EQUIPMENT (NON-CAPITAL)	$1,158.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-410-1250	DUES & SUBSCRIPTIONS	$11,656.74	$11,300.00	$42.50	$8,818.81	$189.90	$2,291.29	80%
10-410-1430	TRAINING- REGISTRATION & CLASS MAT	$600.00	$5,000.00	$675.00	$7,481.25	$225.00	-$2,706.25	154%
10-410-1431	TRAVEL MILEAGE	$0.00	$750.00	$0.00	$0.00	$0.00	$750.00	0%
10-410-1432	MEALS	$838.70	$1,500.00	$0.00	$0.00	$0.00	$1,500.00	0%
10-410-1433	LODGING	$470.08	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0%
10-410-4520	CODIFICATION	$1,715.57	$2,500.00	$0.00	$2,773.92	$0.00	-$273.92	111%
10-410-5400	INSURANCE	$3,931.79	$3,500.00	$0.00	$3,500.00	$0.00	$0.00	100%
10-410-5720	ELECTIONS	$7,099.16	$0.00	$0.00	$0.00	$0.00	$0.00	0%
	DEPARTMENT 410 Total	**$84,849.47**	**$87,196.17**	**$5,314.51**	**$61,256.36**	**$414.90**	**$25,524.91**	**71%**
10-420-0000	ADMINISTRATION:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-420-0200	SALARIES AND WAGES	$436,908.71	$263,899.82	$20,778.28	$188,395.74	$0.00	$75,504.08	71%
10-420-0201	OVERTIME	$2,086.78	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-420-0500	FICA EXPENSE	$31,011.53	$21,112.79	$1,513.16	$13,728.50	$0.00	$7,384.29	65%
10-420-0600	GROUP INSURANCE EXPENSE	$35,827.99	$22,354.92	$1,451.52	$12,893.28	$0.00	$9,461.64	58%
10-420-0700	RETIREMENT EXPENSE	$60,214.37	$40,140.68	$3,141.36	$27,809.69	$0.00	$12,330.99	69%
10-420-0800	WORKERS COMPENSATION	$2,193.70	$2,148.00	$0.00	$1,804.30	$0.00	$343.70	84%
10-420-0900	UNEMPLOYMENT INSURANCE EXPENSE	$2,717.15	$3,000.00	$0.00	$7,137.71	$0.00	-$4,137.71	238%
10-420-1110	TELEPHONE	$1,442.20	$6,780.00	$0.00	$770.98	$0.00	$6,009.02	11%
10-420-1120	INTERNET/CABLE	$6,122.77	$6,900.00	$569.73	$3,521.56	$0.00	$3,378.44	51%
10-420-1130	POSTAGE	$3,101.01	$3,000.00	$0.00	$2,218.43	$19.47	$762.10	75%
10-420-1210	OFFICE SUPPLIES	$15,198.60	14,700.00	$453.58	$6,287.60	$1,319.65	$7,092.75	52%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-420-1220	OFFICE EQUIPMENT (NON-CAPITAL)	$14,457.79	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-420-1221	OFFICE EQUIPMENT LEASES	$6,610.48	$7,800.00	$452.76	$4,468.72	$0.00	$3,331.28	57%
10-420-1230	OFFICE CONTRACT SERVICES	$61,964.53	$6,000.00	$340.80	$3,238.99	$102.50	$2,658.51	56%
10-420-1250	DUES AND SUBSCRIPTIONS	$2,700.28	$2,500.00	-$33.72	$1,129.70	$91.34	$1,278.96	49%
10-420-1310	ELECTRIC	$11,841.64	$16,800.00	$1,256.49	$8,882.35	$0.00	$7,917.65	53%
10-420-1330	WATER/SEWER/SOLID WASTE	$2,569.56	$3,356.36	$0.00	$907.71	$0.00	$2,448.65	27%
10-420-1430	TRAINING-REGISTRATION & CLASS MAT'	$1,585.00	$3,000.00	$0.00	$3,060.00	$0.00	-$60.00	102%
10-420-1431	TRAVEL MILEAGE	$936.12	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0%
10-420-1432	MEALS	$929.68	$750.00	$0.00	$0.00	$0.00	$750.00	0%
10-420-1433	LODGING	$2,024.05	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0%
10-420-1630	EQUIPMENT MAINT. & REPAIRS	$0.00	$100.00	$0.00	$0.00	$0.00	$100.00	0%
10-420-5400	INSURANCE	$26,773.11	$50,231.00	$0.00	$51,302.60	$0.00	-$1,071.60	102%
10-420-7430	CAPITAL OUTLAY - VEHICLES	$17,305.73	$0.00	$0.00	$0.00	$0.00	$0.00	0%
	DEPARTMENT 420 Total	**$746,522.78**	**$478,073.57**	**$29,923.96**	**$337,557.86**	**$1,532.96**	**$138,982.75**	**71%**
10-430-0000	FINANCE:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-430-0200	SALARIES AND WAGES	$266,974.32	$267,914.94	$18,069.90	$187,536.69	$0.00	$80,378.25	70%
10-430-0201	OVERTIME	$148.21	$0.00	$0.00	$7.83	$0.00	-$7.83	0%
10-430-0500	FICA EXPENSE	$18,783.55	$21,436.08	$1,281.16	$13,400.82	$0.00	$8,035.26	63%
10-430-0600	GROUP INSURANCE EXPENSE	$36,143.20	$37,258.20	$2,356.08	$22,631.49	$0.00	$14,626.71	61%
10-430-0700	RETIREMENT EXPENSE	$36,733.47	$40,755.34	$2,748.45	$28,282.51	$0.00	$12,472.83	69%
10-430-0800	WORKERS COMPENSATION	$1,283.45	$1,210.00	$0.00	$1,210.00	$0.00	$0.00	100%
10-430-1210	OFFICE SUPPLIES	$10.66	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-430-1230	OFFICE CONTRACT SERVICES	$28,566.63	$29,000.00	$1,577.32	$16,542.87	$7,870.50	$4,586.63	84%
10-430-1250	DUES & SUBSCRIPTIONS	$310.00	$400.00	$0.00	$160.00	$0.00	$240.00	40%
10-430-1430	TRAINING-REGISTRATION & CLASS MATE	$475.00	$5,500.00	$0.00	$3,625.00	$0.00	$1,875.00	66%
10-430-1431	TRAVEL MILEAGE	$176.87	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0%
10-430-1432	MEALS	$73.18	$600.00	$0.00	$0.00	$0.00	$600.00	0%
10-430-1433	LODGING	$721.87	$1,900.00	$0.00	$0.00	$0.00	$1,900.00	0%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-430-1630	EQUIPMENT MAINT & REPAIRS	$0.00	$500.00	$0.00	$0.00	$0.00	$500.00	0%
10-430-4510	PROFESSIONAL SERVICES	$9,518.04	$20,000.00	$0.00	$14,874.00	$445.50	$4,680.50	77%
10-430-4520	TAX COLLECTION ADMIN EXPENSE PROP.	$79,874.76	$87,144.00	$15,549.76	$95,931.26	$0.00	-$8,787.26	110%
10-430-4525	TAX COLLECTION ADMIN EXPENSE MVT	$10,715.46	$10,000.00	$779.39	$7,312.63	$0.00	$2,687.37	73%
	DEPARTMENT 430 Total	**$490,508.67**	**$524,618.56**	**$42,362.06**	**$391,515.10**	**$8,316.00**	**$124,787.46**	**76%**
10-450-0000	PARKING DEPARTMENT:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-450-0200	SALARIES AND WAGES	$44,608.41	$37,467.46	$0.00	$7,296.00	$0.00	$30,171.46	19%
10-450-0201	OVERTIME	$241.47	$2,040.00	$0.00	$0.00	$0.00	$2,040.00	0%
10-450-0205	OTHER SALARIES - PART TIME	$0.00	$14,085.00	$0.00	$0.00	$0.00	$14,085.00	0%
10-450-0500	FICA EXPENSE	$3,470.43	$4,309.93	$0.00	$551.72	$0.00	$3,758.21	13%
10-450-0600	GROUP INSURANCE	$7,028.64	$7,451.64	$0.00	$1,171.44	$0.00	$6,280.20	16%
10-450-0700	RETIREMENT EXPENSE	$5,250.38	$6,021.94	$0.00	$1,109.73	$0.00	$4,912.21	18%
10-450-0800	WORKERS COMPENSATION	$1,278.52	$1,343.00	$0.00	$1,343.00	$0.00	$0.00	100%
10-450-1210	OFFICE SUPPLIES	$1,107.53	$2,000.00	$0.00	$22.23	$0.00	$1,977.77	1%
10-450-1230	OFFICE CONTRACT SERVICES - SOFTWARE	$11,039.00	$12,144.00	$0.00	$6,384.00	$912.00	$4,848.00	60%
10-450-1430	TRAINING -REGISTRATION AND CLASS MAT'L	$140.00	$1,050.00	$0.00	$0.00	$0.00	$1,050.00	0%
10-450-1431	TRAVEL MILEAGE	$0.00	$400.00	$0.00	$0.00	$0.00	$400.00	0%
10-450-1432	MEALS	$0.00	$300.00	$0.00	$0.00	$0.00	$300.00	0%
10-450-1433	LODGING	$0.00	$800.00	$0.00	$0.00	$0.00	$800.00	0%
10-450-1592	WBD PROJECTS	$42,900.97	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-450-1620	EQUIPMENT RENTAL - HANDHELDS	$2,983.07	$1,700.00	$0.00	$0.00	$0.00	$1,700.00	0%
10-450-1630	EQUIPMENT MAINTENANCE AND REPAIRS	$2,930.17	$3,000.00	$0.00	$0.00	$0.00	$3,000.00	0%
10-450-3901	PARKING METER CREDIT CARD PROCESSING	$10,804.85	$22,000.00	$50.49	$513.53	$3.00	$21,483.47	2%
10-450-3902	COLLECTION FEES	$2,564.51	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0%
10-450-4550	CONTRACT SERVICES	$0.00	$3,000.00	$0.00	$0.00	$0.00	$3,000.00	0%
10-450-5730	CONTINGENCY	$0.00	$13,000.00	$0.00	$0.00	$0.00	$13,000.00	0%
10-450-8010	DEBT SERVICE - PRINCIPAL	$7,630.35	$7,903.00	$0.00	$0.00	$0.00	$7,903.00	0%
10-450-8011	DEBT SERVICE - INTEREST	$1,173.01	$900.00	$0.00	$0.00	$0.00	$900.00	0%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
	DEPARTMENT 450 Total	**$145,151.31**	**$142,915.97**	**$50.49**	**$18,391.65**	**$915.00**	**$123,609.32**	**14%**
10-510-0000	POLICE DEPARTMENT:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-510-0200	SALARIES AND WAGES	$991,986.86	$1,025,644.54	$76,648.44	$716,634.53	$0.00	$309,010.01	70%
10-510-0201	OVERTIME	$27,015.68	$28,000.02	$1,332.01	$15,698.11	$0.00	$12,301.91	56%
10-510-0203	SEPARATION PAY	$42,121.08	$41,400.00	$3,510.09	$28,080.72	$0.00	$13,319.28	68%
10-510-0205	OTHER SALARIES-PARTTIME	$2,467.77	$10,000.00	$252.84	$2,320.55	$0.00	$7,679.45	23%
10-510-0500	FICA EXPENSE	$77,197.04	$89,021.32	$6,026.22	$56,444.81	$0.00	$32,576.51	63%
10-510-0600	GROUP INSURANCE EXPENSE	$131,680.44	$141,581.16	$11,191.38	$88,223.49	$0.00	$53,357.67	62%
10-510-0700	RETIREMENT EXPENSE	$146,138.02	$166,660.56	$12,295.89	$115,080.32	$0.00	$51,580.24	69%
10-510-0800	WORKERS COMPENSATION	$43,890.54	$39,940.00	$0.00	$41,466.72	$0.00	-$1,526.72	104%
10-510-1110	TELEPHONE	$1,480.48	$8,184.00	$0.00	$790.02	$0.00	$7,393.98	10%
10-510-1111	TELEPHONE-CELLULAR	$9,304.70	$10,800.00	$774.39	$5,532.31	$0.00	$5,267.69	51%
10-510-1120	INTERNET/CABLE	$3,516.53	$3,700.00	$403.09	$3,506.15	$0.00	$193.85	95%
10-510-1130	POSTAGE	$412.49	$750.00	$139.75	$342.40	$0.00	$407.60	46%
10-510-1210	OFFICE SUPPLIES	$2,566.44	$2,500.00	$148.93	$2,005.30	$317.49	$177.21	93%
10-510-1220	OFFICE EQUIPMENT (NON-CAPITAL)	$1,904.00	$2,000.00	$0.00	$159.71	$0.00	$1,840.29	8%
10-510-1221	OFFICE EQUIPMENT LEASES	$4,164.78	$4,100.00	$349.25	$2,998.58	$0.00	$1,101.42	73%
10-510-1230	OFFICE CONTRACT SERVICES	$28,726.36	$22,600.00	$50.00	$15,428.05	$0.00	$7,171.95	68%
10-510-1250	DUES AND SUBSCRIPTIONS	$925.74	$2,500.00	$170.00	$585.00	$0.00	$1,915.00	23%
10-510-1260	MISC. ADMIN. EXPENSE	$168.00	$500.00	$0.00	$20.50	$0.00	$479.50	4%
10-510-1310	ELECTRIC	$5,958.93	$6,300.00	$623.35	$4,936.63	$0.00	$1,363.37	78%
10-510-1330	WATER/SEWER/SOLID WASTE	$3,259.22	$3,776.11	$0.00	$1,848.13	$0.00	$1,927.98	49%
10-510-1420	OSHA/SAFETY COMPLIANE	$0.00	$1,310.00	$113.79	$430.41	$0.00	$879.59	33%
10-510-1421	SAFETY EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-510-1422	SAFETY SUPPLIES & MATERIALS	$1,522.05	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-510-1430	TRAINING- REGISTRATION &CLASS MAT'	$10,260.77	$12,000.00	$0.00	$1,421.90	$400.96	$10,177.14	15%
10-510-1431	TRAVEL MILEAGE	$19.00	$500.00	$0.00	$0.00	$0.00	$500.00	0%
10-510-1432	MEALS	$2,663.55	$3,500.00	$0.00	$894.98	$131.44	$2,473.58	29%

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Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-510-1433	LODGING	$3,624.37	$4,000.00	$118.48	$877.84	$0.00	$3,122.16	22%
10-510-1440	UNIFORMS	$19,403.70	$15,000.00	$606.33	$4,685.41	$1,026.74	$9,287.85	38%
10-510-1451	EMPLOYEE WELLNESS	$6,259.00	$18,060.00	$472.00	$4,103.00	$0.00	$13,957.00	23%
10-510-1610	NON-CAPITAL EQUIPMENT PURCHASE	$25,874.55	$34,300.00	$249.84	$249.84	$4,491.03	$29,559.13	14%
10-510-1630	EQUIPMENT MAINT. & REPAIRS	$2,969.41	$4,000.00	$1,221.56	$3,218.71	$36.62	$744.67	81%
10-510-1710	AUTO FUEL	$28,062.52	$37,740.00	$1,890.49	$14,651.34	$0.00	$23,088.66	39%
10-510-1730	VEHICLE MAINT. & REPAIRS	$20,232.34	$15,000.00	$1,093.19	$5,995.92	$52.69	$8,951.39	40%
10-510-3310	DEPARTMENT SUPPLIES & MATERIALS	$11,746.01	$9,000.00	$671.84	$4,435.85	$7,113.31	-$2,549.16	128%
10-510-4510	PROFESSIONAL SERVICES	$0.00	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0%
10-510-4560	ABANDONED AND DERELICT VESSEL REMOVA	$16,375.00	$12,000.00	$0.00	$0.00	$0.00	$12,000.00	0%
10-510-4570	MARINE OPERATIONS	$0.00	$4,000.00	$0.00	$202.37	$165.00	$3,632.63	9%
10-510-5400	INSURANCE AND BONDS	$24,073.10	$24,720.00	$0.00	$24,700.00	$0.00	$20.00	100%
10-510-5791	CRIMINAL INVESTIGATION	$9,392.82	$10,000.00	$3,000.00	$3,000.00	$157.27	$6,842.73	32%
10-510-5793	CRIME PREVENTION	$4,567.60	$5,000.00	$0.00	$1,215.44	$0.00	$3,784.56	24%
10-510-7420	CAPITAL OUTLAY - EQUIPMENT	$11,801.79	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-510-7430	CAPITAL OUTLAY - VEHICLES	$45,164.18	$123,963.00	$0.00	-$0.10	$123,729.02	$234.08	100%
10-510-8010	DEBT SERVICE - PRINCIPAL	$18,573.71	$16,594.00	$0.00	$16,594.00	$0.00	$0.00	100%
10-510-8011	DEBT SERVICE - INTEREST	$931.03	$663.00	$0.00	$662.25	$0.00	$0.75	100%
10-510-9003	HURRICANE SUPPLIES & MATERIALS	$3,470.49	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-510-9020	GRANT EXPENDITURES	$0.00	$35,000.00	$0.00	$30,611.72	$2,624.93	$1,763.35	95%
	DEPARTMENT 510 Total	**$1,791,872.09**	**$1,998,307.71**	**$123,353.15**	**$1,220,052.91**	**$140,246.50**	**$638,008.30**	**68%**
10-531-0000	FIRE DEPARTMENT:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-531-0200	SALARIES & WAGES	$965,523.52	$942,538.93	$68,007.76	$641,716.32	$0.00	$300,822.61	68%
10-531-0201	OVERTIME	$21,635.90	$30,999.02	$1,306.39	$11,594.34	$0.00	$19,404.68	37%
10-531-0205	SALARIES-PARTIME/PRN	$49,375.02	$43,080.58	$556.40	$31,630.71	$0.00	$11,449.87	73%
10-531-0500	FICA EXPENSE	$76,571.14	$81,405.93	$5,143.71	$51,044.64	$0.00	$30,361.29	63%
10-531-0600	GROUP INSURANCE	$118,719.76	$134,129.52	$9,466.38	$79,184.31	$0.00	$54,945.21	59%
10-531-0700	RETIREMENT EXPENSE	$135,881.19	$148,284.71	$10,518.35	$98,751.35	$0.00	$49,533.36	67%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-531-0701	FIREMAN'S PENSION FUND	$1,590.00	$2,160.00	$1,920.00	$1,920.00	$0.00	$240.00	89%
10-531-0800	WORKERS COMPENSATION	$56,997.04	$51,027.00	$0.00	$50,946.00	$0.00	$81.00	100%
10-531-1110	TELEPHONE	$2,726.50	$5,768.00	$0.00	$963.16	$0.00	$4,804.84	17%
10-531-1111	TELEPHONE- CELLULAR	$1,602.89	$2,500.00	$114.03	$910.24	$0.00	$1,589.76	36%
10-531-1120	INTERNET/CABLE	$4,022.79	$4,420.00	$324.85	$2,271.43	$0.00	$2,148.57	51%
10-531-1130	POSTAGE	$33.55	$200.00	$0.00	$41.15	$0.00	$158.85	21%
10-531-1210	OFFICE SUPPLIES	$1,163.93	$1,200.00	$284.21	$421.74	$157.12	$621.14	48%
10-531-1220	OFFICE EQUIPMENT (NON-CAPITAL)	$5,413.25	$1,500.00	$56.12	$749.98	$0.00	$750.02	50%
10-531-1221	OFFICE EQUIPMENT LEASES	$2,879.28	$3,030.00	$239.94	$2,276.75	$0.00	$753.25	75%
10-531-1230	OFFICE CONTRACT SERVICES	$1,616.80	$1,670.00	$0.00	$1,420.00	$0.00	$250.00	85%
10-531-1250	DUES & SUBSCRIPTIONS	$2,189.99	$2,050.00	$1,000.00	$1,100.82	$80.00	$869.18	58%
10-531-1310	ELECTRIC	$20,093.70	$23,460.00	$1,893.52	$13,239.55	$0.00	$10,220.45	56%
10-531-1320	LP GAS	$272.71	$500.00	$201.49	$237.04	$0.00	$262.96	47%
10-531-1330	WATER/SEWER/SOLID WASTE	$3,736.04	$5,080.03	$38.00	$2,012.49	$0.00	$3,067.54	40%
10-531-1420	OSHA/ SAFETY COMPLIANCE	$4,272.47	$6,610.00	$900.00	$2,136.24	$0.00	$4,473.76	32%
10-531-1421	SAFETY EQUIPMENT	$29,643.26	$31,310.00	$15,163.00	$21,597.66	$0.00	$9,712.34	69%
10-531-1422	SAFETY SUPPLIES & MATERIALS	$1,789.19	$14,300.00	$68.02	$12,156.30	$0.00	$2,143.70	85%
10-531-1430	TRAINING- REGIST & CLASS MATERIAL	$3,502.85	$5,500.00	$0.00	$2,149.52	$416.10	$2,934.38	47%
10-531-1431	MILEAGE	$237.01	$800.00	$454.40	$762.86	$0.00	$37.14	95%
10-531-1432	MEALS	$1,710.49	$2,700.00	$450.29	$1,082.03	$93.13	$1,524.84	44%
10-531-1433	LODGING	$1,444.96	$3,000.00	$390.46	$622.11	$0.00	$2,377.89	21%
10-531-1440	UNIFORMS	$8,123.87	$12,600.00	$220.60	$5,137.36	$54.00	$7,408.64	41%
10-531-1510	BUILDING MAINTENANCE	$9,991.94	$6,357.00	$59.47	$2,596.40	$224.22	$3,536.38	44%
10-531-1511	GROUND MAINT	$4,302.30	$3,500.00	$64.04	$133.91	$0.00	$3,366.09	4%
10-531-1512	JANITORIAL SUPPLIES	$1,544.95	$1,800.00	$96.40	$1,252.43	$0.00	$547.57	70%
10-531-1513	CONTRACTED SERVICES	$6,176.00	$8,500.00	$1,530.00	$4,084.50	$0.00	$4,415.50	48%
10-531-1610	NON-CAPITAL EQUIPMENT PURCHASE	$15,089.36	$9,858.00	$310.00	$6,590.91	$0.00	$3,267.09	67%
10-531-1630	EQUIPMENT MAINT & REPAIRS	$9,530.18	15,600.00	$335.99	$933.36	$136.21	$14,530.43	7%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-531-1710	AUTO FUEL	$13,880.28	$23,000.00	$634.33	$6,068.33	$0.00	$16,931.67	26%
10-531-1730	VEHICLE MAINT & REPAIRS	$51,219.69	$26,817.00	$541.78	$24,261.65	$0.00	$2,555.35	90%
10-531-3310	DEPARTMENT SUPPLIES & MATERIALS	$6,582.78	$9,000.00	$27.51	$2,196.84	$0.00	$6,803.16	24%
10-531-5400	INSURANCE & BONDS	$33,509.00	$34,710.00	$0.00	$36,681.00	$0.00	-$1,971.00	106%
10-531-7430	CAPITAL OUTLAY- VEHICLES	$1,056,225.09	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-531-8010	DEBT SERVICE - PRINCIPAL	$211,952.45	$255,437.00	$0.00	$200,000.00	$0.00	$55,437.00	78%
10-531-8011	DEBT SERVICE - INTEREST	$79,073.99	$95,790.00	$0.00	$72,024.99	$0.00	$23,765.01	75%
10-531-9001	HURRICANE FUEL	$884.31	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-531-9003	HURRICANE SUPPLIES & MATERIALS	$5,005.84	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-531-9010	COVID-19 RESPONSE	$2,399.62	$1,410.00	$0.00	$5,170.17	$0.00	-$3,760.17	367%
	DEPARTMENT 531 Total	**$3,030,136.88**	**$2,053,602.72**	**$122,317.44**	**$1,400,070.59**	**$1,160.78**	**$652,371.35**	**68%**
10-540-0000	PLANNING & INSPECTIONS:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-540-0200	SALARIES AND WAGES	$313,507.08	$311,420.48	$24,744.61	$221,991.45	$0.00	$89,429.03	71%
10-540-0201	OVERTIME	$975.07	$1,530.00	$466.97	$1,243.47	$0.00	$286.53	81%
10-540-0500	FICA EXPENSE	$23,323.67	$25,036.84	$1,904.20	$16,873.86	$0.00	$8,162.98	67%
10-540-0600	GROUP INSURANCE EXPENSE	$35,686.86	$37,258.20	$2,945.10	$23,536.05	$0.00	$13,722.15	63%
10-540-0700	RETIREMENT EXPENSE	$43,402.70	$47,611.85	$3,809.58	$33,764.34	$0.00	$13,847.51	71%
10-540-0800	WORKERS COMPENSATION	$6,137.78	$5,773.00	$0.00	$5,682.79	$0.00	$90.21	98%
10-540-1250	DUES & SUBSCRIPTIONS	$2,235.59	$2,500.00	$763.98	$1,829.98	$0.00	$670.02	73%
10-540-1420	OSHA/SAFETY COMPLIANCE	$0.00	$300.00	$0.00	$0.00	$0.00	$300.00	0%
10-540-1430	TRAINING-REGISTRATION & CLASS MAT'	$2,297.55	$3,400.00	$550.00	$2,655.00	$0.00	$745.00	78%
10-540-1431	TRAVEL MILEAGE	$1,979.45	$500.00	$0.00	$0.00	$0.00	$500.00	0%
10-540-1432	MEALS	$384.95	$800.00	$0.00	$0.00	$0.00	$800.00	0%
10-540-1433	LODGING	$3,188.14	$2,400.00	$0.00	$0.00	$0.00	$2,400.00	0%
10-540-1610	NON-CAPITAL EQUIPMENT PURCHASE	$234.00	$2,000.00	$0.00	$541.73	$0.00	$1,458.27	27%
10-540-1710	AUTO FUEL	$501.02	$1,000.00	$0.00	$248.26	$0.00	$751.74	25%
10-540-1730	VEHICLE MAINT & REPAIRS	$305.45	$500.00	$38.03	$38.03	$0.00	$461.97	8%
10-540-1810	PERMITS & FEES RECURRING	$710.00	$1,800.00	$0.00	$610.00	$0.00	$1,190.00	34%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-540-3510	HISTORIC COMM.EXPENSE	$0.00	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0%
10-540-3512	HISTORIC COMM-TRAVEL	$0.00	$1,800.00	$0.00	$0.00	$0.00	$1,800.00	0%
10-540-4510	PROFESSIONAL SERVICES	$7,500.00	$22,500.00	$0.00	$7,500.00	$15,000.00	$0.00	100%
10-540-5400	INSURANCE & BONDS	$83.34	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-540-7420	CAPITAL OUTLAY-PROFESSIONAL SERVICES	$0.00	$180,000.00	$11,941.25	$21,853.25	$158,146.75	$0.00	100%
10-540-7430	CAPITAL OUTLAY- VEHICLES	$21,604.44	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-540-8010	DEBT SERVICE - PRINCIPAL	$4,751.09	$4,840.00	$0.00	$4,840.00	$0.00	$0.00	100%
10-540-8011	DEBT SERVICE - INTEREST	$271.55	$183.00	$0.00	$183.00	$0.00	$0.00	100%
	DEPARTMENT 540 Total	**$469,079.73**	**$654,153.37**	**$47,163.72**	**$343,391.21**	**$173,146.75**	**$137,615.41**	**79%**
10-550-0000	PUBLIC SERVICE ADMINISTRATION:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-550-0200	SALARIES AND WAGES	$0.00	$200,228.96	$15,761.68	$134,047.96	$0.00	$66,181.00	67%
10-550-0500	FICA EXPENSE	$0.00	$16,018.31	$1,133.62	$9,707.59	$0.00	$6,310.72	61%
10-550-0600	GROUP INSURANCE EXPENSE	$0.00	$14,903.28	$1,178.04	$8,828.70	$0.00	$6,074.58	59%
10-550-0700	RETIREMENT	$0.00	$30,454.82	$2,380.62	$20,306.01	$0.00	$10,148.81	67%
10-550-1230	OFFICE CONTRACT SERVICES	$0.00	$8,500.00	$5,010.11	$5,020.77	$0.00	$3,479.23	59%
10-550-1250	DUES AND SUBSCRIPTIONS	$0.00	$1,800.00	$0.00	$0.00	$0.00	$1,800.00	0%
10-550-1420	OSHA/SAFETY COMPLIANCE	$0.00	$500.00	$0.00	$0.00	$0.00	$500.00	0%
10-550-1430	TRAINING - REGISTRATION & CLASS MATERIAL	$0.00	$1,800.00	$0.00	$150.00	$0.00	$1,650.00	8%
10-550-1431	TRAVEL MILEAGE	$0.00	$230.00	$0.00	$0.00	$0.00	$230.00	0%
10-550-1432	MEALS	$0.00	$330.00	$0.00	$0.00	$0.00	$330.00	0%
10-550-1433	LODGING	$0.00	$900.00	$0.00	$0.00	$0.00	$900.00	0%
10-550-1440	UNIFORMS	$0.00	$300.00	$0.00	$0.00	$0.00	$300.00	0%
10-550-1610	NON-CAPITAL EQUIPMENT PURCHASE	$0.00	$750.00	$0.00	$0.00	$45.89	$704.11	6%
10-550-1710	AUTO FUEL	$0.00	$1,000.00	$23.15	$81.89	$0.00	$918.11	8%
10-550-1730	VEHICLE MAINT. & REPAIRS	$0.00	$500.00	$0.00	$67.21	$0.00	$432.79	13%
10-550-4510	PROFESSIONAL SERVICES	$0.00	$10,000.00	$400.00	$7,771.63	$0.00	$2,228.37	78%
	DEPARTMENT 550 Total	**$0.00**	**$288,215.37**	**$25,887.22**	**$185,981.76**	**$45.89**	**$102,187.72**	**65%**
10-560-0000	PUBLIC WORKS:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-560-0200	SALARIES AND WAGES	$521,962.17	$544,713.11	$39,179.86	$363,696.75	$0.00	$181,016.36	67%
10-560-0201	OVERTIME	$4,423.77	$5,100.00	$828.48	$6,646.89	$0.00	-$1,546.89	130%
10-560-0500	FICA EXPENSE	$38,084.39	$44,019.50	$2,885.89	$27,196.92	$0.00	$16,822.58	62%
10-560-0600	GROUP INSURANCE EXPENSE	$87,940.17	$96,871.32	$7,068.24	$57,072.24	$0.00	$39,799.08	59%
10-560-0700	RETIREMENT EXPENSE	$72,081.73	$81,769.45	$6,038.13	$54,642.96	$0.00	$27,126.49	67%
10-560-0800	WORKERS COMPENSATION	$26,566.15	$24,164.00	$50.46	$20,442.53	$0.00	$3,721.47	85%
10-560-1110	TELEPHONE	$1,499.80	$2,500.00	$0.00	$874.03	$0.00	$1,625.97	35%
10-560-1111	TELEPHONE- CELLULAR	$409.14	$350.00	$81.30	$570.44	$0.00	-$220.44	163%
10-560-1120	INTERNET\CABLE	$5,303.11	$4,900.00	$449.79	$3,146.35	$0.00	$1,753.65	64%
10-560-1130	POSTAGE	$4,860.50	$4,500.00	$428.42	$2,939.37	$0.00	$1,560.63	65%
10-560-1210	OFFICE SUPPLIES	$1,497.11	$2,000.00	$19.06	$1,760.92	$58.76	$180.32	91%
10-560-1220	OFFICE EQUIPMENT (NON-CAPITAL)	$759.48	$2,000.00	$0.00	$16.48	$872.00	$1,111.52	44%
10-560-1221	OFFICE EQUIPMENT LEASE	$2,929.30	$3,200.00	$266.30	$2,539.57	$0.00	$660.43	79%
10-560-1230	OFFICE CONTRACT SERVICES	$2,081.33	$2,321.69	$131.27	$1,015.05	$121.69	$1,184.95	49%
10-560-1250	DUES AND SUBSCRIPTIONS	$358.30	$750.00	$20.27	$487.31	$21.34	$241.35	68%
10-560-1310	ELECTRIC	$5,964.29	$7,000.00	$433.24	$3,931.91	$0.00	$3,068.09	56%
10-560-1320	LP GAS	$2,142.29	$3,150.00	$921.38	$1,059.87	$22.44	$2,067.69	34%
10-560-1330	WATER/SEWER/SOLID WASTE	$2,885.52	$2,727.61	$0.00	$1,434.91	$0.00	$1,292.70	53%
10-560-1420	OSHA/SAFETY COMPLIANCE	$525.57	$5,650.00	$274.89	$2,870.73	$179.11	$2,600.16	54%
10-560-1421	SAFETY EQUIPMENT	$277.62	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-560-1422	SAFETY SUPPLIES & MATERIALS	$399.29	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-560-1430	TRAINING -REGISTRATION & CLASS	$502.75	$3,150.00	$0.00	$722.20	$0.00	$2,427.80	23%
10-560-1431	TRAVEL MILEAGE	$0.00	$500.00	$0.00	$0.00	$0.00	$500.00	0%
10-560-1432	MEALS	$305.29	$750.00	$0.00	$283.96	$0.00	$466.04	38%
10-560-1433	LODGING	$0.00	$750.00	$0.00	$0.00	$0.00	$750.00	0%
10-560-1440	UNIFORMS	$6,293.14	$7,000.00	$396.28	$4,121.64	$0.00	$2,878.36	59%
10-560-1610	NON-CAPITAL EQUIPMENT PURCHASE	$7,587.31	$18,500.00	$1,437.01	$15,224.78	$0.00	$3,275.22	82%
10-560-1630	EQUIPMENT MAINT. & REPAIRS	$13,604.11	10,500.00	$922.60	$3,800.96	$0.00	$6,699.04	36%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-560-1710	AUTO FUEL	$11,914.52	$15,000.00	$764.95	$7,438.98	$0.00	$7,561.02	50%
10-560-1730	VEHICLE MAINT. & REPAIRS	$11,784.41	$11,000.00	$253.67	$4,817.18	$6.00	$6,176.82	44%
10-560-1820	PERMITS & FEES - ONE TIME	$100.00	$500.00	$0.00	$0.00	$0.00	$500.00	0%
10-560-3310	DEPARTMENT SUPPLIES & MATERIAL	$6,176.08	$8,000.00	$450.79	$3,311.13	$0.00	$4,688.87	41%
10-560-3320	STREETSCAPING MATERIALS	$0.00	$74.58	$0.00	$0.00	$74.58	$0.00	100%
10-560-3811	STREET CONT. SERVICES	$131,861.15	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-560-3812	STREET SUPPLIES & MAT'L	$7,809.91	$10,000.00	$3,698.20	$3,771.95	$3,000.00	$3,228.05	68%
10-560-3814	SIDEWALKS & MULTI-MODAL	$40,946.91	$10,000.00	$0.00	$7,592.30	$0.00	$2,407.70	76%
10-560-4550	CONTRACT SERVICES	$41,829.94	$12,675.00	$0.00	$53.00	$13,313.00	-$691.00	105%
10-560-4552	MOSQUITO CONTROL	$59.99	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-560-4590	DREDGING EXPENSE	$103,200.00	$85,000.00	$0.00	$0.00	$0.00	$85,000.00	0%
10-560-5400	INSURANCE	$13,312.39	$13,373.00	$178.22	$13,551.00	$0.00	-$178.00	101%
10-560-5900	STREET LIGHTS	$122,134.30	$144,000.00	$11,624.08	$94,326.44	$0.00	$49,673.56	66%
10-560-7420	CAPITAL OUTLAY - EQUIPMENT	$0.00	$78,036.00	$0.00	$78,035.10	$0.00	$0.90	100%
10-560-7430	CAPITAL OUTLAY - VEHICLES	$48,644.73	$97,968.00	$0.00	$0.00	$97,967.88	$0.12	100%
10-560-8010	DEBT SERVICES-PRINCIPAL	$8,144.72	$230,000.00	$0.00	$0.00	$0.00	$230,000.00	0%
10-560-8011	DEBT SERVICES-INTEREST	$465.52	$85,934.17	$0.00	$41,098.75	$0.00	$44,835.42	48%
10-560-9001	HURRICANE FUEL	$285.04	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-560-9002	HURRICANE RENTAL EQUIPMENT	$807.50	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-560-9003	HURRICANE SUPPLIES & MATERIALS	$6,537.35	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-560-9004	HURRICANE DEBRIS REMOVAL	$181,032.80	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-560-9010	COVID-19 RESPONSE	$48,714.08	$0.00	$0.00	$0.00	$0.00	$0.00	0%
	DEPARTMENT 560 Total	**$1,597,004.97**	**$1,680,397.43**	**$78,802.78**	**$830,494.60**	**$115,636.80**	**$734,266.03**	**56%**
10-570-0000	SANITATION:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-570-1310	ELECTRIC FOR COMPACTOR	$474.93	$1,000.00	$41.46	$344.20	$0.00	$655.80	34%
10-570-1630	EQUIPMENT MAINT.	$326.91	$1,000.00	$0.00	$1,326.21	$0.00	-$326.21	133%
10-570-1710	AUTO FUEL	$6,553.39	$15,000.00	$550.18	$4,614.40	$0.00	$10,385.60	31%
10-570-1730	VEHICLE MAINTENANCE	$58.97	$1,000.00	$0.00	$785.05	$0.00	$214.95	79%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-570-4520	COLLECTION CONTRACTED SV WBD ROLLOUT	$23,779.77	$17,650.00	$1,996.59	$13,853.41	$0.00	$3,796.59	78%
10-570-4521	COLLECTION CONTRACTSVC RESROLLOUT SV	$389,992.98	$385,044.00	$38,153.08	$267,283.02	$0.00	$117,760.98	69%
10-570-4560	RECYCLING DISPOSAL WBD CARDBOARD ONL	$7,356.15	$7,354.20	$626.67	$4,373.79	$0.00	$2,980.41	59%
10-570-4561	SOLID WASTE DISPOSAL RES BULK SERVICE	$36,157.74	$26,265.00	$3,338.10	$22,393.34	$0.00	$3,871.66	85%
10-570-4562	YARD DEBRIS DISPOSAL FEE DEE GARNER	$37,590.00	$33,000.00	$1,750.00	$23,380.00	$0.00	$9,620.00	71%
10-570-4563	SOLID WASTE DISPOSAL WBD COMPACTOR FE	$24,940.40	$26,265.00	$2,083.69	$19,337.38	$0.00	$6,927.62	74%
10-570-8010	DEBT SERVICES- PRINCIPAL (GRAPPLE TRUCK	$29,185.25	$38,028.04	$0.00	$38,028.00	$0.00	$0.04	100%
10-570-8011	DEBT SERVICES - INTEREST (GRAPPLE TRUCK	$1,668.10	$1,436.55	$0.00	$1,436.00	$0.00	$0.55	100%
	DEPARTMENT 570 Total	**$558,084.59**	**$553,042.79**	**$48,539.77**	**$397,154.80**	**$0.00**	**$155,887.99**	**72%**
10-580-0000	STORMWATER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-580-1610	NON-CAPITAL EQUIPMENT PURCHASES	$2,769.22	$25,200.00	$826.01	$1,767.63	$333.32	$23,099.05	8%
10-580-1710	DEPARTMENT SUPPLIES AND MATERIALS	$11,118.72	$25,000.00	$1,457.07	$13,543.58	$0.00	$11,456.42	54%
10-580-4550	CONTRACT SERVICES	$15,920.46	$79,570.00	$0.00	$48,451.48	$0.00	$31,118.52	61%
	DEPARTMENT 580 Total	**$29,808.40**	**$129,770.00**	**$2,283.08**	**$63,762.69**	**$333.32**	**$65,673.99**	**49%**
10-620-0000	FACILITIES & GROUND MAIN:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-620-1510	TOWN HALL BLDG MAINT	$40,556.56	$77,600.00	$30,764.18	$66,521.92	$7,855.30	$3,222.78	96%
10-620-1511	TOWN HALL GROUND MAINT	$0.00	$500.00	$14.18	$63.96	$0.00	$436.04	13%
10-620-1512	TOWN HALL JANITORIAL SUPPLIES	$703.80	$1,500.00	$185.75	$367.01	$0.00	$1,132.99	24%
10-620-1513	TOWN HALL CONTRACTED SERVICES	$1,944.87	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0%
10-620-1520	TRAIN DEPOT BLDG MAINT	$11,635.76	$15,000.00	$0.00	$632.57	$246.85	$14,120.58	6%
10-620-1522	TRAIN DEPOT JANITORIAL SUPPLIES	$0.00	$1,000.00	$710.43	$710.43	$12.00	$277.57	72%
10-620-1523	TRAIN DEPOT CONTRACTED SERVICES	$2,668.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-620-1530	POLICE DEPT BLDG MAINT	$117,371.59	$14,200.00	$172.39	$16,289.43	$114.31	-$2,203.74	116%
10-620-1532	POLICE DEPT JANITORIAL SUPPLIES	$41.70	$1,500.00	$0.00	$48.57	$0.00	$1,451.43	3%
10-620-1533	POLICE DEPT CONTRACTED SERVICES	$945.72	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0%
10-620-1540	PUBLIC WORKS BLDG MAINT	$9,012.64	$10,700.00	$7,318.95	$10,309.38	$177.77	$212.85	98%
10-620-1541	PUBLIC WORKS GROUND MAINT	$2,039.21	$750.00	$0.00	$0.00	$0.00	$750.00	0%
10-620-1542	PUBLIC WORKS JANITORIAL SUPPLIES	$602.58	$500.00	$0.00	$232.64	$0.00	$267.36	47%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-620-1550	CEMETERY MAINTENANCE	$11,458.99	$19,646.18	$31.29	$8,417.14	$0.00	$11,229.04	43%
10-620-1560	PUBLIC RESTROOM BLDG MAINT	$5,215.84	$6,419.77	$0.00	$3,282.56	$0.00	$3,137.21	51%
10-620-1562	PUBLIC RESTROOM JANITORIAL SUPPLY	$7,362.74	$7,500.00	$400.64	$5,483.85	$59.62	$1,956.53	74%
10-620-1570	PARKS MAINTENANCE	$7,040.89	$10,238.66	$349.28	$8,114.68	$222.20	$1,901.78	81%
10-620-1571	RJP PARK MAINTENANCE	$0.00	$12,000.00	$1,664.55	$2,758.04	$208.87	$9,033.09	25%
10-620-1572	TOPSAIL PARK IMPROVEMENTS	$0.00	$51,694.00	$0.00	$45,354.01	$7,539.79	-$1,199.80	102%
10-620-1573	PARKS CONTRACTED SERVICE	$1,678.34	$1,500.00	$81.91	$819.10	$0.00	$680.90	55%
10-620-1580	DOCKS AND BOARDWALK MAINT	$1,362.57	$5,250.00	$575.88	$961.87	$0.00	$4,288.13	18%
10-620-1590	PUBLIC R.O.W. MAINT	$12,425.10	$15,000.00	$354.32	$14,077.29	$0.00	$922.71	94%
10-620-1591	TREES	$5,228.94	$7,000.00	$0.00	$100.00	$0.00	$6,900.00	1%
10-620-1610	NON CAPITAL EQUIPMENT PURCHASE	$0.00	$2,500.00	$97.13	$143.12	$1,267.94	$1,088.94	56%
10-620-1630	EQUIPMENT MAINT & REPAIRS	$2,719.18	$2,500.00	$343.81	$2,964.28	$0.00	-$464.28	119%
10-620-3310	DEPARTMENTAL SUPPLIES & MATERIALS	$2,524.92	$4,200.00	$140.94	$605.97	$0.00	$3,594.03	14%
10-620-4550	CONTRACT SERVICES	$42,820.32	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0%
10-620-7420	CAPITAL OUTLAY/EQUIPMENT	$0.00	$112,950.00	$0.00	$0.00	$0.00	$112,950.00	0%
	DEPARTMENT 620 Total	**$287,360.26**	**$386,648.61**	**$43,205.63**	**$188,257.82**	**$17,704.65**	**$180,686.14**	**53%**
10-700-0000	NON-DEPARTMENTAL:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-700-0206	MERIT AWARDS	$0.00	$55,000.00	$0.00	$0.00	$0.00	$55,000.00	0%
10-700-1120	INTERNET- FIBER HUB CONNECTION	$7,680.50	$10,200.00	$681.45	$4,909.02	$0.00	$5,290.98	48%
10-700-1130	INFORMATION TECHNOLOGY SERVICES	$0.00	$61,000.00	$4,351.00	$34,898.62	$0.00	$26,101.38	57%
10-700-1250	EURY'S LANDING CONDOMINIUM ANNUAL DUE	$800.00	$800.00	$0.00	$0.00	$800.00	$0.00	100%
10-700-1410	HUMAN RESOURCES - EMPLOYMENT	$10,661.58	$13,000.00	$32.75	$3,440.42	$100.00	$9,459.58	27%
10-700-1420	HUMAN RESOURCES - TRAINING	$6,218.52	$16,500.00	$0.00	$1,500.00	$0.00	$15,000.00	9%
10-700-1450	EMPLOYEE ENGAGEMENT	$9,848.13	$12,000.00	$0.00	$583.07	$0.00	$11,416.93	5%
10-700-1592	WBD PROJECTS	$0.00	$64,583.00	$2,270.27	$12,425.95	$764.59	$51,392.46	20%
10-700-4510	PROFESSIONAL SERVICES	$63,590.90	$96,534.00	$6,737.50	$22,476.10	$15,312.00	$58,745.90	39%
10-700-4530	LEGAL SERVICES	$133,407.67	$125,000.00	$12,119.40	$94,660.46	$38,000.00	-$7,660.46	106%
10-700-5600	CONTRIBUTIONS TO OTHER AGENCIES	$4,600.00	$4,600.00	$0.00	$2,100.00	$0.00	$2,500.00	46%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
10-700-5730	CONTINGENCY	$0.00	$27,358.72	$0.00	$0.00	$0.00	$27,358.72	0%
10-700-7430	CAPITAL OUTLAY - VEHICLES	$0.00	$36,568.00	$0.00	$0.00	$0.00	$36,568.00	0%
10-700-8010	DEBT SERVICE - PRINCIPAL	$1,100,000.00	$100,000.00	$0.00	$100,000.00	$0.00	$0.00	100%
10-700-8011	DEBT SERVICE - INTEREST	$22,420.00	$19,486.00	$0.00	$19,485.38	$0.00	$0.62	100%
10-700-9003	HURRICANE SUPPLIES & MATERIALS	$1,095.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-700-9010	COVID-19 RESPONSE	$6,714.89	$0.00	$0.00	$8,675.00	$0.00	-$8,675.00	0%
10-700-9020	CARES RELIEF FUNDS	$0.00	$94,768.00	$533.76	$93,117.13	$0.00	$1,650.87	98%
	DEPARTMENT 700 Total	**$1,367,037.19**	**$737,397.72**	**$26,726.13**	**$398,271.15**	**$54,976.59**	**$284,149.98**	**61%**
10-800-0000	GENERAL FUND TRANSFERS:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-800-0064	TRANSFER TO CAPITAL PROJECTS	$45,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
10-800-8000	TRANSFER TO CAPITAL RESERVE	$528,999.00	$185,000.00	$0.00	$0.00	$0.00	$185,000.00	0%
	DEPARTMENT 800 Total	**$573,999.00**	**$185,000.00**	**$0.00**	**$0.00**	**$0.00**	**$185,000.00**	**0%**
	General Fund Expend Total	**$11,171,415.34**	**$9,899,339.99**	**$595,929.94**	**$5,836,158.50**	**$514,430.14**	**$3,548,751.35**	**64%**

10 **General Fund**

	Prior	Current	YTD
Revenue:	**$10,751,336.88**	**$1,039,006.38**	**$7,462,993.19**
Expended:	**$11,171,415.34**	**$595,929.94**	**$5,836,158.50**
Net Income:	**-$420,078.46**	**$443,076.44**	**$1,626,834.69**

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
40-303-0009	GRANTS NC	$67,152.94	$150,000.00	$0.00	$0.00	-$150,000.00	0%
40-303-0015	FEMA REIMBURSEMENT	$57,313.46	$0.00	$0.00	$0.00	$0.00	0%
40-305-0001	REVENUE ACCOUNT REGULAR - WATER USAG	$1,230,930.38	$1,194,324.00	-$3,953.63	$850,808.86	-$343,515.14	71%
40-305-0002	REVENUE ACCOUNT REGULAR - SEWER USAG	$3,074,526.93	$3,072,274.00	-$13,716.81	$2,135,463.50	-$936,810.50	70%
40-305-0003	WATER TAP IN FEES	$43,975.00	$35,000.00	$9,500.00	$68,250.00	$33,250.00	195%
40-305-0004	SEWER TAP IN FEE	$27,000.00	$15,000.00	$9,000.00	$51,000.00	$36,000.00	340%
40-305-0005	ACCOUNT SERVICE CHARGES	$14,125.00	$10,000.00	$415.00	$4,180.00	-$5,820.00	42%
40-305-0006	WATER SERVICE CHARGES	$211.64	$0.00	$0.00	$77.64	$77.64	0%

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Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
40-305-0007	SEWER SERVICE CHARGES	$211.65	$0.00	$0.00	$77.64	$77.64	0%
40-305-0008	LATE FEES - WATER	$39,063.32	$40,000.00	-$18.96	-$37.00	-$40,037.00	-0%
40-305-0009	LATE FEES - SEWER/GREASE	$50.65	$0.00	$0.00	$0.00	$0.00	0%
40-305-0010	RETURNED CHECK FEES - WATER	$875.00	$0.00	$0.00	$200.00	$200.00	0%
40-305-0012	TEMPORARY UTILITY USE CHARGE	$1,937.62	$1,000.00	$150.00	$1,025.00	$25.00	102%
40-305-0013	SPRINKLER FEES	$3,825.00	$3,000.00	$1,075.00	$4,375.00	$1,375.00	146%
40-305-0014	SEWER ALLOCATION REQUEST FEE	$0.00	$0.00	$100.00	$100.00	$100.00	0%
40-306-0004	SALE OF FIXED ASSETS- WATER	-$130,632.25	$0.00	$0.00	$0.00	$0.00	0%
40-306-0005	SALES OF FIXED ASSETS-SEWER	$6,050.00	$0.00	$0.00	$0.00	$0.00	0%
40-307-0001	INVESTMENT EARNINGS-WATER	$22,456.18	$0.00	$0.00	$0.00	$0.00	0%
40-307-0003	MISCELLANEOUS REVENUE - WATER	$1,001.63	$0.00	$0.00	$0.00	$0.00	0%
40-307-0006	PROCEEDS FROM LOAN - SEWER	$0.00	$90,000.00	$0.00	$0.00	-$90,000.00	0%
40-307-0007	REIMBURSEMENT FROM NCDOT	$109,048.00	$0.00	$0.00	$0.00	$0.00	0%
40-307-0008	REIMBURSEMENT FOR INSURANCE	$2,700.00	$0.00	$0.00	$0.00	$0.00	0%
40-307-0011	APP.UNRESTRICTED FUND BALANCE	$0.00	$107,100.00	$0.00	$0.00	-$107,100.00	0%
40-329-0065	TRANSFER FROM CRF	$0.00	$194,000.00	$0.00	$0.00	-$194,000.00	0%
	Utility Fund Revenue Total	**$4,571,822.15**	**$4,911,698.00**	**$2,550.60**	**$3,115,520.64**	**-$1,796,177.36**	**63%**

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
40-800-0206	MERIT AWARDS	$0.00	$16,000.00	$0.00	$0.00	$0.00	$16,000.00	0%
40-800-1240	CONTRIBUTION TO GF FOR ADMIN SERVICES	$511,000.00	$600,000.00	$0.00	$0.00	$0.00	$600,000.00	0%
40-800-8000	TRANSFER TO CAPITAL RESERVE	$333,930.00	$350,000.00	$0.00	$0.00	$0.00	$350,000.00	0%
	DEPARTMENT 800 Total	**$844,930.00**	**$966,000.00**	**$0.00**	**$0.00**	**$0.00**	**$966,000.00**	**0%**
40-810-0000	SEWER DEPARTMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
40-810-0200	SALARIES AND WAGES	$449,955.22	$430,557.53	$32,997.16	$315,346.50	$0.00	$115,211.03	73%
40-810-0201	OVERTIME	$37,877.10	$48,195.00	$3,978.69	$32,661.33	$0.00	$15,533.67	68%
40-810-0500	FICA EXPENSE	$35,144.91	$38,318.57	$2,690.72	$25,981.52	$0.00	$12,337.05	68%
40-810-0600	GROUP INSURANCE EXPENSE	$56,229.12	$59,613.12	$4,691.13	$37,321.11	$0.00	$22,292.01	63%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
40-810-0700	RETIREMENT EXPENSE	$125,555.01	$73,203.59	$5,488.53	$52,390.88	$0.00	$20,812.71	72%
40-810-0800	WORKERS COMPENSATION	$18,915.16	$17,722.00	$0.00	$5,995.77	$0.00	$11,726.23	34%
40-810-1110	TELEPHONE	$7,486.65	$8,400.00	$150.53	$5,323.67	$0.00	$3,076.33	63%
40-810-1111	TELEPHONE-CELLULAR	$714.71	$741.00	$59.60	$410.76	$0.00	$330.24	55%
40-810-1120	INTERNET/CABLE	$4,886.46	$5,200.00	$374.84	$2,621.36	$0.00	$2,578.64	50%
40-810-1130	POSTAGE	$5,733.25	$4,600.00	$428.42	$3,405.86	$281.27	$912.87	80%
40-810-1210	OFFICE SUPPLIES	$1,030.48	$1,951.88	$62.30	$290.66	$462.40	$1,198.82	39%
40-810-1230	OFFICE CONTRACT SERVICES	$2,271.83	$2,000.00	$131.28	$1,048.90	$0.00	$951.10	52%
40-810-1250	DUES & SUBSCRIPTIONS	$871.16	$1,300.00	$26.15	$1,130.39	-$50.00	$219.61	83%
40-810-1310	ELECTRIC	$173,622.55	$185,000.00	$16,643.49	$121,329.91	$0.00	$63,670.09	66%
40-810-1330	WATER/SEWER/SOLID WASTE	$658.55	$1,042.17	$0.00	$451.84	$0.00	$590.33	43%
40-810-1420	OSHA/SAFETY COMPLIANCE	$1,010.97	$3,100.00	$207.38	$1,384.84	$0.00	$1,715.16	45%
40-810-1422	SAFETY SUPPLIES & MATERIALS	$882.04	$0.00	$0.00	$0.00	$0.00	$0.00	0%
40-810-1430	TRAINING - REGISTRATION & CLASS MA	$425.00	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0%
40-810-1431	TRAVEL MILEAGE	$0.00	$200.00	$0.00	$0.00	$0.00	$200.00	0%
40-810-1432	MEALS	$135.45	$500.00	$0.00	$0.00	$0.00	$500.00	0%
40-810-1433	LODGING	$0.00	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0%
40-810-1434	EMPLOYEE DEVELOPMENT	$0.00	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0%
40-810-1440	UNIFORMS	$4,838.13	$5,000.00	$448.67	$3,193.28	$34.31	$1,772.41	65%
40-810-1510	BUILDING MAINT	$7,120.52	$8,000.00	$2,334.24	$3,094.60	$228.63	$4,676.77	42%
40-810-1512	JANITORIAL SUPPLIES	$541.10	$1,000.00	$129.39	$401.62	$0.00	$598.38	40%
40-810-1610	NON-CAPITAL EQUIPMENT PURCHASE	$15,655.68	$23,000.00	$0.00	$0.00	$0.00	$23,000.00	0%
40-810-1620	EQUIPMENT LEASE	$0.00	$0.00	$0.00	-$38.14	$0.00	$38.14	0%
40-810-1630	EQUIPMENT MAINT & REPAIRS	$56,159.11	$62,000.00	$4,253.89	$55,579.17	$5,250.03	$1,170.80	98%
40-810-1710	AUTO FUEL	$13,334.03	$16,000.00	$575.55	$6,233.19	$0.00	$9,766.81	39%
40-810-1730	VEHICLE MAINT & REPAIRS	$4,409.29	$6,000.00	$133.00	$2,875.65	$0.00	$3,124.35	48%
40-810-1810	PERMITS & FEES - RECCURING	$7,410.00	$8,620.00	$1,807.75	$7,807.75	$0.00	$812.25	91%
40-810-1830	COMPLIANCE TESTING	$8,359.97	15,000.00	$721.00	$4,314.00	$0.00	$10,686.00	29%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
40-810-3310	DEPARTMENT SUPPLIES & MATERIALS - SEWE	$15,372.26	$19,000.00	$1,117.52	$7,076.37	-$79.99	$12,003.62	37%
40-810-3311	DEPARTMENT SUPPLIES & MATERIALS -WWTP	$39,842.04	$40,000.00	$5,348.56	$31,022.14	-$78.40	$9,056.26	77%
40-810-4510	PROFESSIONAL SERVICES	$8,829.60	$116,512.00	$10,633.19	$42,645.87	$30,689.53	$43,176.60	63%
40-810-4550	CONTRACT SERVICES	$114,830.08	$252,000.00	$50,230.77	$160,177.93	$32,726.00	$59,096.07	77%
40-810-4560	STREET PATCHING FOR UTILITY REPAIRS	$7,387.80	$17,000.00	$0.00	$0.00	$5,425.00	$11,575.00	32%
40-810-5400	INSURANCE	$53,418.33	$62,880.00	$0.00	$43,933.70	$0.00	$18,946.30	70%
40-810-7420	CAPITAL OUTLAY - EQUIPMENT	-$0.04	$184,000.00	$0.00	$0.00	$138,266.31	$45,733.69	75%
40-810-7430	CAPITAL OUTLAY - VEHICLES	$126,704.36	$169,600.00	$0.00	$0.00	$79,533.10	$90,066.90	47%
40-810-8010	DEBT SERVICE-PRINCIPAL	-$0.01	$1,051,316.60	$0.00	$4,840.00	$0.00	$1,046,476.60	0%
40-810-8011	DEBT SERVICE-INTEREST	$203,268.94	$193,357.71	$0.00	$95,420.50	$0.00	$97,937.21	49%
40-810-9001	HURRICANE FUEL	$1,472.34	$0.00	$0.00	$0.00	$0.00	$0.00	0%
	DEPARTMENT 810 Total	**$1,612,359.15**	**$3,137,431.17**	**$145,663.75**	**$1,075,672.93**	**$292,688.19**	**$1,769,070.05**	**44%**
40-811-0000	WWTP DEPARTMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
40-811-9010	DEPRECIATION	$986,920.71	$0.00	$0.00	$0.00	$0.00	$0.00	0%
	DEPARTMENT 811 Total	**$986,920.71**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**
40-812-0000	WATER DEPARTMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
40-812-0200	SALARIES AND WAGES	$207,909.61	$200,228.85	$17,116.03	$144,524.49	$0.00	$55,704.36	72%
40-812-0201	OVERTIME	$13,002.28	$16,320.00	$0.00	$7,403.09	$0.00	$8,916.91	45%
40-812-0500	FICA EXPENSE	$16,279.56	$17,336.12	$1,302.90	$11,570.65	$0.00	$5,765.47	67%
40-812-0600	GROUP INSURANCE EXPENSE	$28,114.56	$29,806.56	$2,356.08	$18,828.84	$0.00	$10,977.72	63%
40-812-0700	RETIREMENT EXPENSE	$29,918.56	$33,109.89	$2,586.63	$22,959.70	$0.00	$10,150.19	69%
40-812-0800	WORKERS COMPENSATION	$8,632.64	$8,056.00	$0.00	$7,892.00	$0.00	$164.00	98%
40-812-1110	TELEPHONE	$1,157.83	$2,000.00	$0.00	$378.64	$0.00	$1,621.36	19%
40-812-1111	TELEPHONE-CELLULAR	$781.58	$600.00	$66.01	$459.06	$0.00	$140.94	77%
40-812-1120	INTERNET/CABLE	$4,173.00	$3,600.00	$324.85	$2,271.43	$0.00	$1,328.57	63%
40-812-1130	POSTAGE	$4,922.41	$4,500.00	$428.42	$2,928.37	$0.00	$1,571.63	65%
40-812-1210	OFFICE SUPPLIES	$74.93	$1,000.00	$19.06	$43.43	$0.00	$956.57	4%
40-812-1230	OFFICE CONTRACT SERVICES	$4,170.14	$3,000.00	$154.68	$1,874.01	$0.00	$1,125.99	62%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
40-812-1250	DUES AND SUBSCRIPTIONS	$1,794.19	$2,500.00	$26.14	$634.02	$0.00	$1,865.98	25%
40-812-1310	ELECTRIC	$37,409.20	$42,000.00	$3,460.30	$29,397.41	$0.00	$12,602.59	70%
40-812-1320	LP GAS	$73.80	$1,500.00	$250.25	$274.19	$0.00	$1,225.81	18%
40-812-1330	WATER/SEWER/SOLID WASTE	$809.57	$809.17	$0.00	$410.23	$0.00	$398.94	51%
40-812-1420	OSHA/SAFETY COMPLIANCE	$622.58	$1,519.99	$113.58	$660.40	$19.99	$839.60	45%
40-812-1421	SAFETY EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
40-812-1430	TRAINING -REGISTRATION&CLASS MAT'L	$1,070.00	$1,500.00	$0.00	$255.00	$0.00	$1,245.00	17%
40-812-1431	TRAVEL MILEAGE	$0.00	$100.00	$0.00	$0.00	$0.00	$100.00	0%
40-812-1432	MEALS	$85.93	$400.00	$0.00	$0.00	$0.00	$400.00	0%
40-812-1433	LODGING	$0.00	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0%
40-812-1434	EMPLOYEE DEVELOPMENT	$0.00	$3,000.00	$0.00	$0.00	$0.00	$3,000.00	0%
40-812-1440	UNIFORMS	$1,791.05	$2,600.00	$168.10	$1,117.44	$0.00	$1,482.56	43%
40-812-1510	BUILDING MAINT	$4,145.12	$2,000.00	$495.05	$709.50	$114.31	$1,176.19	41%
40-812-1512	JANITORIAL SUPPLIES	$44.11	$500.00	$0.00	$0.00	$0.00	$500.00	0%
40-812-1610	NON-CAPITAL EQUIPMENT PURCHASES	$2,105.86	$9,000.00	$0.00	$3,993.00	$98.25	$4,908.75	45%
40-812-1630	EQUIPMENT MAINT. & REPAIRS	$6,954.74	$20,000.00	$0.00	$9,772.72	$0.00	$10,227.28	49%
40-812-1710	AUTO FUEL	$2,834.46	$5,000.00	$285.74	$2,204.29	$0.00	$2,795.71	44%
40-812-1730	VEHICLE MAINT. & REPAIRS	$2,776.24	$4,000.00	$131.78	$1,922.77	$96.31	$1,980.92	50%
40-812-1810	PERMITS & FEES - REOCCURING	$2,855.00	$4,000.00	$860.00	$4,575.00	$0.00	-$575.00	114%
40-812-1830	COMPLIANCE TESTING	$10,730.55	$13,000.00	$725.54	$4,800.54	$0.00	$8,199.46	37%
40-812-3310	DEPARTMENT SUPPLIES & MATERIALS - METEI	$120,228.48	$65,020.97	$5,693.82	$39,650.40	$5,036.97	$20,333.60	69%
40-812-3311	DEPARTMENT SUPPLIES & MATERIALS -PLANT	$311.00	$55,000.00	$7,883.84	$53,533.32	$708.42	$758.26	99%
40-812-4550	CONTRACT SERVICES	$116,215.87	$50,600.00	$2,453.48	$28,022.90	$30,000.00	-$7,422.90	115%
40-812-4560	STREET PATCHING FOR UTILITY REPAIRS	$7,169.00	$17,000.00	$0.00	$5,150.00	$5,425.00	$6,425.00	62%
40-812-4570	COUNTY WATER PURCHASE	$37,073.37	$37,000.00	$3,511.80	$25,345.87	$0.00	$11,654.13	69%
40-812-5400	INSURANCE	$17,017.35	$19,800.00	$0.00	$17,200.00	$0.00	$2,600.00	87%
40-812-5730	CONTINGENCIES	$0.00	$10,959.60	$0.00	$0.00	$0.00	$10,959.60	0%
40-812-7420	CAPITAL OUTLAY - EQUIPMENT	$0.00	10,000.00	$0.00	$0.00	$0.00	$10,000.00	0%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Encumbered	Balance	% Expd
40-812-7430	CAPITAL OUTLAY-VEHICLES	-$126,703.53	$0.00	$0.00	$0.00	$0.00	$0.00	0%
40-812-8010	DEBT SERVICE - PRINCIPAL	$0.49	$102,150.33	$0.00	$4,840.00	$0.00	$97,310.33	5%
40-812-8011	DEBT SERVICE - INTEREST	$22,577.57	$31,403.65	$0.00	$15,793.47	$0.00	$15,610.18	50%
40-812-9001	HURRICANE FUEL	$156.49	$0.00	$0.00	$0.00	$0.00	$0.00	0%
	DEPARTMENT 812 Total	**$589,285.59**	**$832,921.13**	**$50,414.08**	**$471,396.18**	**$41,499.25**	**$320,025.70**	**62%**
	Utility Fund Expend Total	**$4,033,495.45**	**$4,936,352.30**	**$196,077.83**	**$1,547,069.11**	**$334,187.44**	**$3,055,095.75**	**38%**

40 **Utility Fund**

	Prior	Current	YTD
Revenue:	**$4,571,822.15**	**$2,550.60**	**$3,115,520.64**
Expended:	**$4,033,495.45**	**$196,077.83**	**$1,547,069.11**
Net Income:	**$538,326.70**	**-$193,527.23**	**$1,568,451.53**

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
60-305-0000	WATER CAPACITY FEES	$5,869.00	$0.00	$476.00	$5,712.00	$5,712.00	0%
60-305-0001	SEWER CAPACITY FEES	$56,731.00	$0.00	$5,524.00	$186,288.00	$186,288.00	0%
60-305-0002	WATER CAPACITY FEES (ACCRUED)	$900.00	$0.00	$0.00	$0.00	$0.00	0%
60-307-0001	INVESTMENT EARNINGS	$1,299.95	$0.00	$0.00	$0.00	$0.00	0%
	Impact Fee Fund Revenue Total	**$64,799.95**	**$0.00**	**$6,000.00**	**$192,000.00**	**$192,000.00**	**0%**

60 **Impact Fee Fund**

	Prior	Current	YTD
Revenue:	**$64,799.95**	**$6,000.00**	**$192,000.00**
Expended:	**$0.00**	**$0.00**	**$0.00**
Net Income:	**$64,799.95**	**$6,000.00**	**$192,000.00**

Grand Totals

	Prior	Current	YTD
Revenue:	$15,387,958.98	$1,047,556.98	$10,770,513.83
Expended:	$15,204,910.79	$792,007.77	$8,231,845.19
Net Income:	$183,048.19	$255,549.21	$2,538,668.64

Town of Beaufort, NC

Board of Commissioners
Virtual Work Session
4:00 PM – Monday, March 22, 2021

AGENDA CATEGORY: Discussion and Consideration

SUBJECT: Beaufort Harbor and Waterways Master Plan Advisory Committee

BRIEF SUMMARY:

As discussed at the February 2020 Town Board retreat, a comprehensive harbor and waterways master plan is needed to address water quality, harbor management, the expiration of the current Beaufort Docks and National Park Service leases in 2024, the possible development of a mooring field, and how such items impact the timing of the replacement of the Front Street bulkhead and boardwalk.

At this year's Town Board retreat it was decided that an advisory committee should be appointed to assist in the effort. This committee will engage the public and work with the town's staff and consultant to advise the Board of Commissioners during the formation of a Beaufort Harbor & Waterways Master Plan.

The Board also discussed preparation of an updated application for appointments to boards and committees, including a question related to applicants' "connection" to Beaufort. There was consensus that there should not be a residency requirement for all appointees to this committee, and that there should be full disclosure of any potential financial implications for members.

A draft description of the committee background, charge, and composition is attached. Also, a draft application for boards and commissions will be introduced at the meeting.

REQUESTED ACTION:

The Manager recommends that the Board discuss and review the draft charge/composition document for the Beaufort Harbor and Waterways Master Plan Advisory Committee and provide direction to staff.

EXPECTED LENGTH OF PRESENTATION:

15 minutes

SUBMITTED BY:

John Day, Town Manager &

Allen Coleman, Town Clerk/Assistant to the Town Manager

BUDGET AMENDMENT REQUIRED:

N/A

Beaufort Harbor & Waterways Master Plan
Advisory Committee

Beaufort is largely defined by the waters around it – Beaufort Inlet, Taylors Creek, Town Creek, Turner Creek, Back Sound. Beaufort's economy has been dependent on these waters for its economy ever since its founding. At first for merchants and fishing, and now mostly for tourism, travel, and recreation.

Because of the town's dependence on these waters, it is important that it manage this resource, and the infrastructure in and around them, in a sustainable fashion that supports the town's economy.



Beaufort, NC Harbor

To effectively address the many issues coming to bear on the town's waters over the next few years in a coordinated fashion that supports a positive outcome for Beaufort's residents and visitors, the Beaufort Board of Commissioners establishes the *Beaufort Harbor & Waterways Master Plan Advisory Committee*. This committee will engage the public and work with the town's staff and consultant to advise the Board of Commissioners during the formation of a Beaufort Harbor & Waterways Master Plan.

The following elements, among others that may be identified during the process, should be addressed, coordinated, and integrated in the Master Plan:

1. Water quality and environmentally sensitive areas (examples follow)
    a. Best practices for reduction of black water and grey water
    b. Best practices for reduction of marine debris
    c. Protection of the Rachel Carson Reserve
2. Consideration of establishing a mooring field in Taylors Creek and Town Creek (harbor of refuge)
3. Disposition of the Beaufort Docks (the current lease expires in 2024)
4. Disposition of the National Park Service lease for the Town Hall Information Center and ferry concessionaire docks (the lease expires in 2024)
5. Reconstruction of the Front Street bulkhead between Turner and Queen Streets.
6. Reconstruction of the Front Street boardwalk
7. A dredging plan (which includes plans for the necessary environmental assessments)
8. Suggested amendments to the Navigable Waters Ordinance
9. Opportunities for public access

The Beaufort Harbor & Waterways Master Plan Advisory Committee will be comprised of seven members, five of which will be appointed by the Beaufort Board of Commissioners, and two of which will be appointed by the Mayor. The Committee will meet at least monthly, with a goal of holding its first meeting within three weeks of appointments.

The town has $40,000 appropriated in FY2021 to hire a consulting firm to assist in preparation of the Beaufort Harbor & Waterways Master Plan and expects to contract with Moffatt and Nichol.

Committee Timeline – *Proposed*



Town of Beaufort, NC

Board of Commissioners
Virtual Work Session
4:00 PM – Monday, March 22, 2021

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: Manager and Board Evaluation Proposal

BRIEF SUMMARY:

Donna Warner and Peg Carlson of the UNC School of Government worked with Commissioner Harker, Mayor Newton, and the Town Manager to develop a process for manager and board evaluation.

Donna Warner made a presentation at the December, 2020 Work Session explaining the proposed evaluation process. The presentation, proposal, and list of evaluation principles is attached.

REQUESTED ACTION:

Consider the presentation.

EXPECTED LENGTH OF PRESENTATION:

15 minutes

SUBMITTED BY:

Commissioner Sharon Harker

BUDGET AMENDMENT REQUIRED:

No

December 16, 2020

Recommendations for Enhancing the Town of Beaufort's Manager/Board Evaluation Process

Earlier this year Mayor Rett Newton, contacted the School of Government (SOG) with a request for recommendations to the Beaufort town board for a "do-over" of the town manager's performance assessment. Peg Carlson, the SOG expert on manager assessment; Sharon Harker, mayor pro-tem; John Day, town manager; and Donna Warner, an SOG adjunct instructor; met on multiple occasions and make the following recommendations for the board to consider.

Summary

1. **Revise what is assessed**
   a. Expand the evaluation to reflect the manager's achievements of both operational and strategic goals and initiatives. We recommend identifying and agreeing upon these items and how they relate to accomplishing the town's vision for the upcoming year in each annual evaluation session.
   b. Include elements reflecting the complexity of the manager's role recommended by the International City/County Management Association (ICMA). See attached draft form with options.
   c. Enrich the assessment to include the board's impact on the manager's ability to administer the town and meet strategic objectives. The evaluation process would consider how the board's working relationships, decision making processes, and actions impact the manager's ability to meet operating and strategic goals. Adding the following question, "how is the way the board is functioning impacting the manager's work performance" is recommended.

2. **Change the form and the process**
   a. The evaluation form would be used by commissioners initially as a guide for personal reflection, followed by a facilitated discussion among the board members and the manager. The manager would complete the same form as the board and share it with the mayor and commissioners in advance in order to provide them with information they may not have.
   b. The actual evaluation would be performed by the board and manager working together. Instead of compiling and sharing board members' individual assessments, the board as a body, with the manager, would address each element of the evaluation form and discuss how well the manager and the board contributed to achieving agreed upon goals for the town. An outside facilitator should guide the process. Mayor Newton, Mayor Pro Tem Harker, and the Town Manager agreed the facilitator should be from the SOG
   c. Move the evaluation time to the beginning of the fiscal year in July to coincide with the budget.

Donna Warner, School of Government, warner@sog.unc.edu or 919.623.6852

Next steps: Gain clarity about expectations

Conflict is about thwarted expectations. It is important the board and manager are clear about what they expect of themselves and each other.

We recommend the board have a meeting led by a facilitator to answer the following questions:

1. What do you expect of yourself as a commissioner? What will be your legacy?
2. What do you expect of your fellow commissioners?
3. What do you expect of the mayor?
4. What do you expect of the manager?
5. What does the manager expect of you?
6. What do you expect of the relationship between the board and the manager?
7. What do you expect of the relationship between the board, the manager and town staff?



TOWN OF BEAUFORT BOARD MANAGER EVALUATION DECEMBER 21, 2020



WHY THIS, WHY NOW?



FINDINGS FROM INTERVIEWS

1. Adjusting to growth and change
2. It's not just the form, it's the process
3. Pay and performance
4. Conflict is about thwarted expectations

BENCHMARKS

- Consulted with Peg Carlson at SOG
- Examined assessments used by other cities/counties
- Reviewed standards set by ICMA

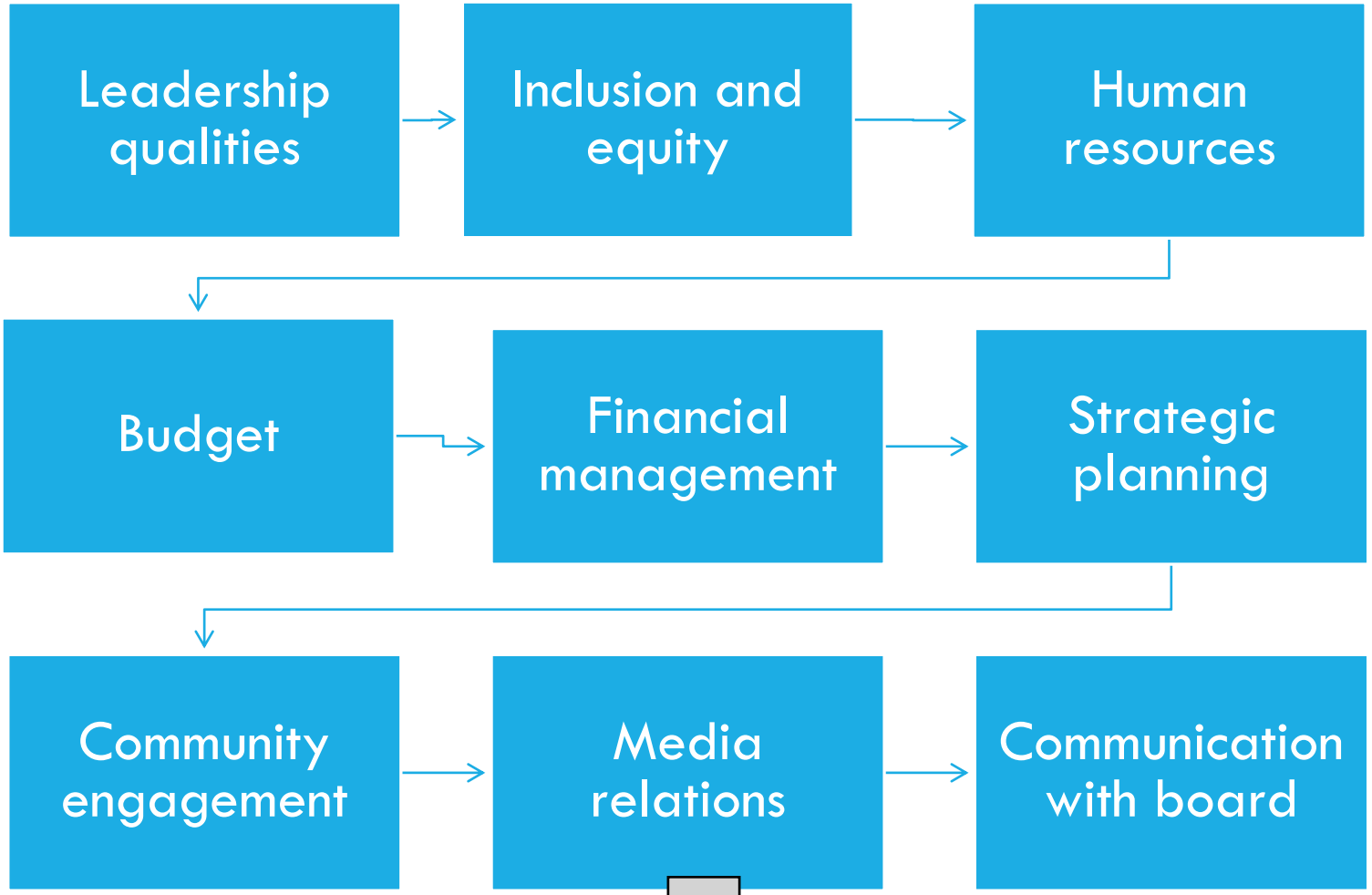
REVISE/EXPAND WHAT IS ASSESSED

1. Assess achievement of both operational and strategic goals.

2. Include elements recommended by the International City County Manager's Association

3. Add governing context. Board and manager evaluate themselves. Consider the board's impact on the manager

DAY-TO-DAY OPERATIONS: ICMA SAMPLE ELEMENTS



SAMPLE: PROGRESS AND ACCOMPLISHMENT OF ANNUAL STRATEGIC GOALS

1. Boardwalk and bulkhead repair and reconstruction
2. Randolph Johnson Park expansion
3. Street management program
4. Storm water management plan
5. Strategic vision

TIE STRATEGIC GOALS AND EVALUATION

Agree on the projects and initiatives to be included in the evaluation.

Use the vision as a place to start by considering how projects and initiatives relate to the vision

Use the evaluation time as a way to set goals for the upcoming year.



IT TAKES TWO TO GOVERN

Consider

1. Board's working relationships
2. Decisions
3. Actions
4. Communication



GOVERNING

Collaboration is tough and essential



QUESTION TO CONSIDER

How is the way the board is functioning impacting the manager's work performance?

REVISE THE PROCESS

1. Agree upon expectations of each other and the manager.

2. Change current process of compiling individual commissioners' assessments of the manager and sharing in advance.

3. Commissioners use evaluation form as a guide for personal reflection.

4. Discuss in real time how well the manager and the board contributed to achieving operational and strategic goals.

5. Meet in closed session and come to a decision as a body.





FOCUS IS ON THE DISCUSSION

TIMING

Move the evaluation to July to coincide with fiscal year.

Discuss how to reward performance.



Conflict is about

thwarted expectations

EXPECTATIONS

1. What does it mean to govern?
2. What do you expect of yourself?
3. What do you expect of your fellow commissioners?
4. What do you expect of the mayor?
5. What do you expect of the manager?



EXPECTATIONS

1. What does the mayor expect of you?
2. What does the manager expect of you?
3. What will be your legacy?



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