

**TOWN OF MCADENVILLE COUNCIL AGENDA
TUESDAY, NOVEMBER 14, 2023 @ 6:00 PM
163 MAIN STREET, MCADENVILLE, NC**

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE & INVOCATION**
- 2. ADJUSTMENT & APPROVAL OF THE NOVEMBER AGENDA:** Items will only be added or removed upon approval of the Mayor and Town Council.
- 3. CONSENT AGENDA:** The items of the “Consent Agenda” are adopted on a single motion and vote, unless the Mayor or Council wishes to withdraw an item for separate vote and/or discussion:
 - a) **Approval of Minutes:** Regular meeting October 10, 2023.
 - b) **Water Shortage Response Plan:** Resolution approving the revised Water Shortage Response Plan for the Town of McAdenville.
- 4. GRANT PROJECT UPDATE BY WITHERS/RAVENEL:** Chris Rosenboom with Withers/Ravenel will be in attendance to provide updates on the grant funded Water System Improvements project and Waterline Rehabilitation project. He will also review the Main Street Waterline CIP project and provide recommendations for rescoping the project for a future grant application.
- 5. ACCEPTANCE OF GRANT AWARD – WATER SYSTEM IMPROVEMENTS PROJECT:** The Town of McAdenville has been approved for American Rescue Plan (ARP) funding from the State Fiscal Recovery Fund in the amount of **\$3,269,750**. The intent of the Water System Improvements project is to create an interconnect looping the Town’s two water systems and installation of backflow devices to meet current state code. This is a pivotal project in the regionalization efforts with the City of Gastonia. The offer is made by the Division of Water Infrastructure (DWI) and is being presented for formal acceptance by the Board. The following items are being presented for vote:
 - a) **Resolution** accepting the grant offer and making the applicable assurances.
 - b) **Grant Project Ordinance** appropriating funds for DWI grant# SRP-D-ARP-0108.
- 6. PROFESSIONAL SERVICE AGREEMENT - WATERLINE REHABILITATION GRANT AWARD:** The Town Council voted to accept a \$3,749,048 Viable Utility Reserve (VUR) grant from the Division of Water Infrastructure for the Waterline Rehabilitation project at the October 10, 2023 regular meeting. Withers/Ravenel has submitted a Professional Services Agreement in the amount of \$650K for the project. Their scope of service includes engineering, field investigation, permitting, bidding, funding administration, and construction management. Withers/Ravenel was chosen as the most qualified firm in November 2022 following the required RFQ process for procurement of professional engineering services. Council consideration of the agreement is requested.

7. **POLICE DEPARTMENT REPORT:** Captain Harris, Cramerton Police Department, will be present to report on police activity for the month of October and address any concerns of the Town Council.
8. **STAFF REPORT:** Lesley Dellinger will provide updates on town business & open projects and answer questions from the Town Council.
9. **OPPORTUNITY FOR PUBLIC COMMENT:** This is an opportunity for members of the public to present items of interest to the Mayor and Council. This is not a time to respond or take action. Any necessary action will be taken under advisement. Speakers are asked to come to the podium, state their name and address for the record, and limit comments to no more than five (5) minutes.
10. **COUNCIL GENERAL DISCUSSION:** This is an opportunity for the Mayor and Council to ask questions for clarification, provide information to staff, or place an item on a future agenda.
11. **CLOSED SESSION:** Permitted under **GS143-318.11(a)(4)** to discuss matters relating to the location or expansion of industries or other businesses.

ADJOURN

**TOWN OF MCADENVILLE MINUTES
OCTOBER 10, 2023**

The McAdenville Town Council met in regular session on Tuesday, October 10, 2023, at 6:05 PM in the Council Chambers of Town Hall located at 163 Main Street, McAdenville N.C.

PRESENT:

Mayor Jim Robinette and Mayor Pro-Tem Reid Washam; Council Members: Carrie Bailey, Jay McCosh, Greg Richardson, and Joe Rankin. Also in attendance: Attorney Chris Whelchel, Police Chief Adams, and Town Administrator/Clerk Lesley Dellinger.

CALL TO ORDER:

Mayor Robinette called the meeting to order at 6:00 PM and led in the Pledge of Allegiance. Pastor Walt Griggs, McAdenville Baptist Church, opened the meeting with prayer.

ADJUSTMENT & APPROVAL OF AGENDA:

The October Agenda was approved by motion of Joe Rankin, second by Greg Richardson and unanimous vote with the following changes:

- Item #4 - Grant Project Update by WithersRavenel was removed from the agenda and rescheduled to the November 14, 2023 regular meeting.
- Item #10 – Closed Session was removed from the agenda at the request of the Town Attorney.

APPROVAL OF MINUTES:

The regular meeting minutes of September 12, 2023 was approved as submitted by motion of Greg Richardson, second by Mayor Pro-Tem Washam and unanimous vote.

ACCEPTANCE OF GRANT AWARD – WATER REHABILITATION PROJECT:

The Town of McAdenville has been approved for a Viable Utility Reserve (VUR) grant, funded from the American Rescue Plan (ARP) State Fiscal Recovery fund in the amount of \$3,749,049. The offer is made by the Division of Water Infrastructure (DWI). The Water Rehabilitation Project includes water line replacement and improvements in the following areas: (1) Poplar Street, (2) Ford Drive/Pine Drive, and (3) Forest Heights/McAdenville Avenue/Fir Street. Each of these areas are rated as a high priority on the town's current CIP due to the age of the lines and frequency of repairs. Staff presented the following items for Council's consideration and vote:

1. Resolution 2023-006 accepting the DEQ/DWI grant offer in the amount of \$3,749,049 and making the applicable assurances for executing the Waterline Rehabilitation Project was approved by motion of Mayor Pro-Tem Washam, second by Joe Rankin and unanimous vote.
2. Grant Project Ordinance 2023-005 appropriating funds for DEQ/DWI grant award #VUR-D-ARP-0099 in the amount of \$3,749,049 to complete the Waterline Rehabilitation project including engineering and construction was approved by motion of Jay McCosh, second by Carrie Bailey and unanimous vote.

3. WitherRavenel Agreement for Professional Services in the amount of \$650K for the Waterline Rehabilitation Project including engineering, field investigation, permitting, funding administration, bidding, and construction management was continued to the November 14, 2023 regular meeting for consideration by motion of Carrie Bailey, second by Mayor Pro-Tem Washam, and unanimous vote.

DWI INTENT TO FUND – SEWER REHAB TO SUPPORT REGIONALIZATION:

The Division of Water Infrastructure has reviewed the Town's Sewer Rehabilitation grant application submitted in the 2022 fall cycle and approved the project as eligible to receive funding in the amount of \$4,962,000 from the State Revolving Fund (SRF). Terms include \$500,000 in loan forgiveness with the remaining balance payable over twenty years with 0% interest. The sewer rehabilitation project includes replacement of approximately 1,600 LF of 8-inch VCP pipe with new 8-inch DIP sewer line along Willow Drive. Staff stated that the debt service for a loan of this size would cost the town approximately \$225K annually for 20 years. Following discussion, Council voted to reject the loan offer due to the hardship it would create to the Town and its water/sewer customers for repayment. The motion to reject DWI's loan offer CS370861-01 in the amount of \$4,962,000 was made by Mayor Pro-Tem Washam, seconded by Greg Richardson, and passed with unanimous support.

POLICE DEPARTMENT REPORT:

Chief Adams stated that the Christmas Town safety meeting was held on September 20th and that adequate support from area law enforcement departments will be provided for the 2023 Christmas Town event. He added that Captain Debbold is working on filling the available slots for traffic control within the Town Limits and that the increase in the hourly payrate should be helpful with recruitment. The NCDOT agreed to provide up to five electronic message signs for the event and help with the placement of traffic cones, but did not have portable roadway lighting available for the crosswalk on Wilkinson Blvd. Christy Gliddon agreed to add the needed lighting to their budget for the event. The CPD monthly report was distributed, and Chief Adams offered to answer questions from the Board. Mayor Pro-Tem Washam requested that an officer be positioned in the Wesleyan traffic circle on October 31st for Halloween. Chief Adams responded that he would do his best to have an officer stationed in the traffic circle but it may be difficult to cover for the entire evening with the increased demand typically experienced on Halloween.

OPPORTUNITY FOR PUBLIC COMMENT:

Mayor Robinette opened the floor to public comment. No comments were presented.

COUNCIL GENERAL DISCUSSION:

Mayor Pro-Tem Washam provided an update from the recent MPO meeting. He stated that McAdenville has two items on the approved Statewide Transportation Improvement Plan (STIP). The conversion of the stoplight at the Main & Wesleyan intersection to a 3-way stop and the relocation of Riverside Drive out of the floodway are in the top 19 projects. He added that this is a 10-year plan that is not currently funded, but it's a plus to have the Town's needs on the NCDOT & MPO radar. Inclusion on the STIP may also prove helpful with future grant opportunities.

Lesley Dellinger asked if anyone on the Council was available to attend the Christmas Town Event Planning Meeting on Wednesday, October 11th at 10am? Jay McCosh agreed to attend as the Town representative.

ADJOURN:

There being no further business to come before the board, the meeting adjourned at 6:21 PM upon motion of Carrie Bailey, second by Joe Rankin and unanimous vote.

Jim Robinette, Mayor

Lesley Dellinger, Town Clerk

DRAFT

**Water Shortage Response Plan
Town of McAdenville, North Carolina
Revised Effective November 14, 2023**

The procedures herein are written to reduce potable water demand and supplement existing drinking water supplies whenever existing water supply sources are inadequate to meet current demands for potable water.

1. Authorization

The McAdenville Town Clerk/Finance Officer shall enact the following water shortage response provisions whenever the trigger conditions outlined in Section IV are met. In her absence, the Mayor will assume this role.

Ms. Lesley Dellinger
McAdenville Administrator/Clerk
Phone (704) 824-3190
E-mail: clerk@townofmcadenville.org

Honorable Jim Robinette
Mayor
Phone (704) 824-3190
E-mail: mayor@townofmcadenville.org

II. Notification

The following notification methods will be used to inform water system employees and customers of a water shortage declaration: employee e-mail announcements, notices at municipal buildings, notices in water bills. Required water shortage response measures will be communicated through *The Gaston Gazette*, PSA announcements on local radio and cable stations and the town website at www.townofmcadenville.org. Declaration of emergency water restrictions or water rationing will be communicated to all water customers by telephone, email or text through the Town's mass notification system.

III. Levels or Response

Five levels of water shortage response are outlined in the table below. The five levels of water shortage response are: voluntary reductions, mandatory reductions I and II, emergency reduction and water rationing. A detailed description of each response level and corresponding water reduction measures follow below.

| Stage | Response | Description |
|-------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Voluntary Reductions | Water users are encouraged to reduce their water use and improve water use efficiency; however, no penalties apply for noncompliance. Water supply conditions indicate a potential for shortage. |
| 2 | Mandatory Reductions I | Water users must abide required water use reduction and efficiency measures; penalties apply for noncompliance. Water supply conditions are significantly lower than the seasonal norm and water shortage conditions are expected to persist. |
| 3 | Mandatory Reductions II | Same as in Stage 2 |
| 4 | Emergency Reductions | Water supply conditions are substantially diminished and pose an imminent threat to human health or environmental integrity. |
| 5 | Water Rationing | Water supply conditions are substantially diminished, and remaining supplies must be allocated to preserve human health and environmental integrity. |

In State 1, Voluntary Reductions, all water users will be asked to reduce their normal water use by 5%. Customer education and outreach programs will encourage water conservation and efficiency measures including: irrigating landscapes a maximum of one inch per week; preventing water waste, runoff and watering impervious surfaces; watering plants deeply to encourage root growth; washing only full loads in washing machines and dishwashers; using spring-loaded nozzles on garden hoses; and identifying and repairing all water leaks.

In Stage 2, Mandatory Reductions I, all customers are expected to reduce their water use by 10% in comparison to their previous month’s water bill. In addition to continuing to encourage all voluntary reduction actions, the following restrictions apply: irrigation is limited to a half inch per week between 8PM and 8AM; outdoor use of drinking water for washing impervious surfaces is prohibited; and all testing and training purposes requiring drinking water (e.g. fire protection) will be limited.

In Stage 3, Mandatory Reductions II, customers must continue actions from all previous stages and further reduce water use by 20% compared to their previous month’s water bill. All non-essential uses of drinking water are banned, and garden and landscape irrigation must be reduced to the minimum amount necessary for survival. Additionally, in Stage 3, a drought surcharge of 1.5 times the normal water rate applies.

In Stage 4, Emergency Reductions, customers must continue all actions from previous stages and further reduce their water use by 25% compared to their previous month’s water bill. A ban on all use of drinking water except to protect public health and safety is implemented and drought surcharges increase to 2 times the normal water rate.

The goal of Stage 5, Water Rationing, is to provide drinking water to protect public health (e.g., residences, residential health care facilities and correctional facilities). In Stage 5, all customers are only permitted to use water at the minimum required for public health protection. Firefighting is the only allowable outdoor water use and pickup locations for distributing potable water will be announced according to McAdenville’s Emergency Response Plan. Drought surcharges increase to 5 times the normal water rate.

IV. Triggers

McAdenville is provided water solely by purchase from the City of Gastonia. In accordance with Paragraph 14 of the Interlocal Water Service Utility Agreement with the City of Gastonia dated November 1, 2004, McAdenville shall be subject to water conservation policies adopted by the City of Gastonia. When the City of Gastonia implements water conservation measures, McAdenville will be required to do so as well. During this time the McAdenville Mayor, with the help of the contract ORC of the distribution system, will stay in close contact with the City Gastonia and follow their triggers.

Return to Normal

When water shortage conditions have abated and the situation is returning to normal, water conservation measures employed during each phase should be decreased in reverse order of implementation. Permanent measures directed toward long-term monitoring and conservation should be implemented or continued so that the community will be in a better position to prevent shortages and respond to recurring water shortage conditions.

V. Enforcement

The provisions of the water shortage response plan will be enforced by Town of McAdenville personnel and local law enforcement. Violators may be reported to the Towns Water Department at 704-824-3190. Citations are assessed according to the following schedule depending on the number of prior violations and current level of water shortage.

| Water Shortage Level | First Violation | Second Violation | Third Violation |
|-------------------------------------|------------------------|----------------------------|----------------------------|
| Voluntary Reductions | N/A | N/A | N/A |
| Mandatory Reductions Stages 2 and 3 | Warning | \$250 | Discontinuation of Service |
| Emergency Reductions | \$250 | Discontinuation of Service | Discontinuation of Service |
| Water Rationing | \$500 | Discontinuation of Service | Discontinuation of Service |

Drought surcharge rates are effective in Stages 3, 4 and 5.

VI. Public Comment

Customers will have multiple opportunities to comment on the provisions of the water shortage response plan. First, a draft plan will be available on the Town's webpage at www.townofmcadenville.org on the Water/Sewer Services page and hard copies will be available at Town Hall for customers to view. Notice of how to access the revised water supply plan will be included in the customer's water bill. All subsequent revisions to the draft plan will be published at least 30 days prior to an adoption vote by McAdenville's Town Council.

VII. Variance Protocols

Applications for water use variance requests are available at McAdenville Town Hall. All applications must be submitted to the Town Administrator/Clerk, Mayor, or their designee. A decision to approve or deny individual variance requests will be determined within two weeks of submittal after careful consideration of the following criteria: impact on water demand, expected duration, alternative source options, social and economic importance, purpose (i.e., necessary use of drinking water) and the prevention of structural damage.

VIII. Effectiveness

The effectiveness of the McAdenville water shortage response plan will be determined by comparing the stated water conservation goals with observed water use reduction data. Other factors to be considered include frequency of plan activation, any problem periods without activation, total number of violation citations, desired reductions attained, and evaluation of demand reductions compared to the previous year's seasonal date.

IX. Revision

The water shortage response plan will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of emergency restrictions, and at a minimum of every five years in conjunction with the updating of our Local Water Supply Plan. Further, a water shortage response planning work group will review procedures following each emergency or rationing state to recommend any necessary improvements to the plan to the McAdenville Town Council. The Town of McAdenville Administrator/Clerk or Mayor is responsible for initiating all subsequent revisions.

**RESOLUTION
WATER SHORTAGE RESPONSE PLAN FOR THE TOWN OF MCADENVILLE
2023-REVISION**

WHEREAS, North Carolina General Statute 143-355(1) requires that each unit of local government that provides public water services or plan to provide such services shall, either individually or together with other such units of local government, prepare and submit a Water Shortage Response Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for the Town of McAdenville, has been developed and submitted to the Town Council for approval; and

WHEREAS, the Town Council finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355(1) and that it will provide appropriate guidance for the future management of water supplies for the Town of McAdenville as well as useful information to the Department of Environment and Natural Resources for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of McAdenville that the Water Shortage Response Plan entitled, Water Shortage Response Plan, Town of McAdenville, North Carolina dated June 1, 2023, is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources, and

BE IT FURTHER RESOLVED that the Town of McAdenville intends that this plan shall be revised to reflect changes in relevant data and projections at least every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

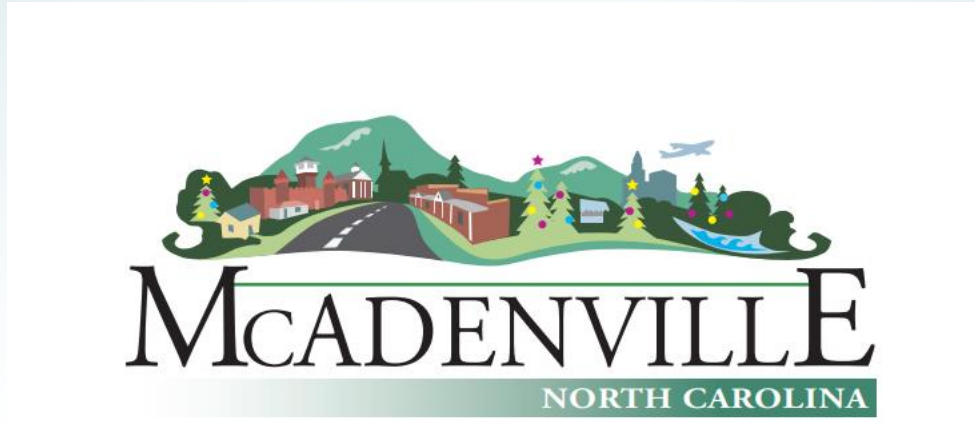
Adopted this 14th day of November 2023.

McADENVILLE, NORTH CAROLINA

Jim Robinette, Mayor

Attest:

Lesley Dellinger, Town Clerk

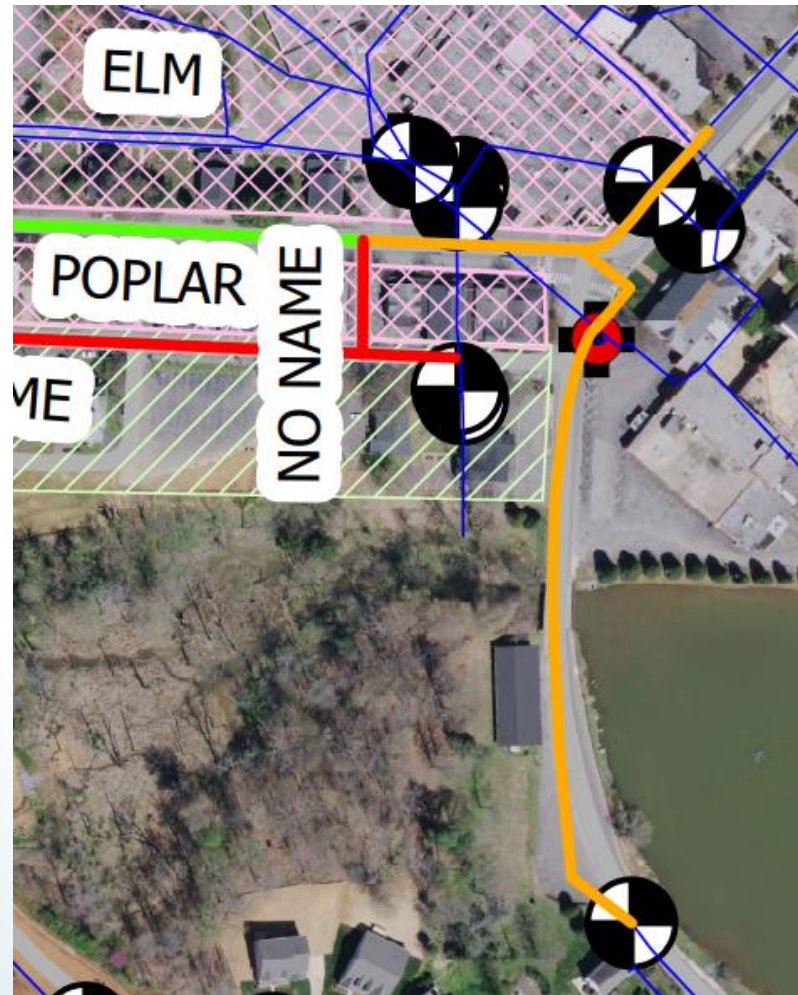


ARPA Funded Water Distribution System Improvements

November 14, 2023



Water System Improvements Project
\$3,269,750 ARPA Funding (Ongoing)
Project No. SRP-D-ARP-0108



Water System Improvements Project

\$3,269,750 ARPA Funding (Ongoing)
Project No. SRP-D-ARP-0108



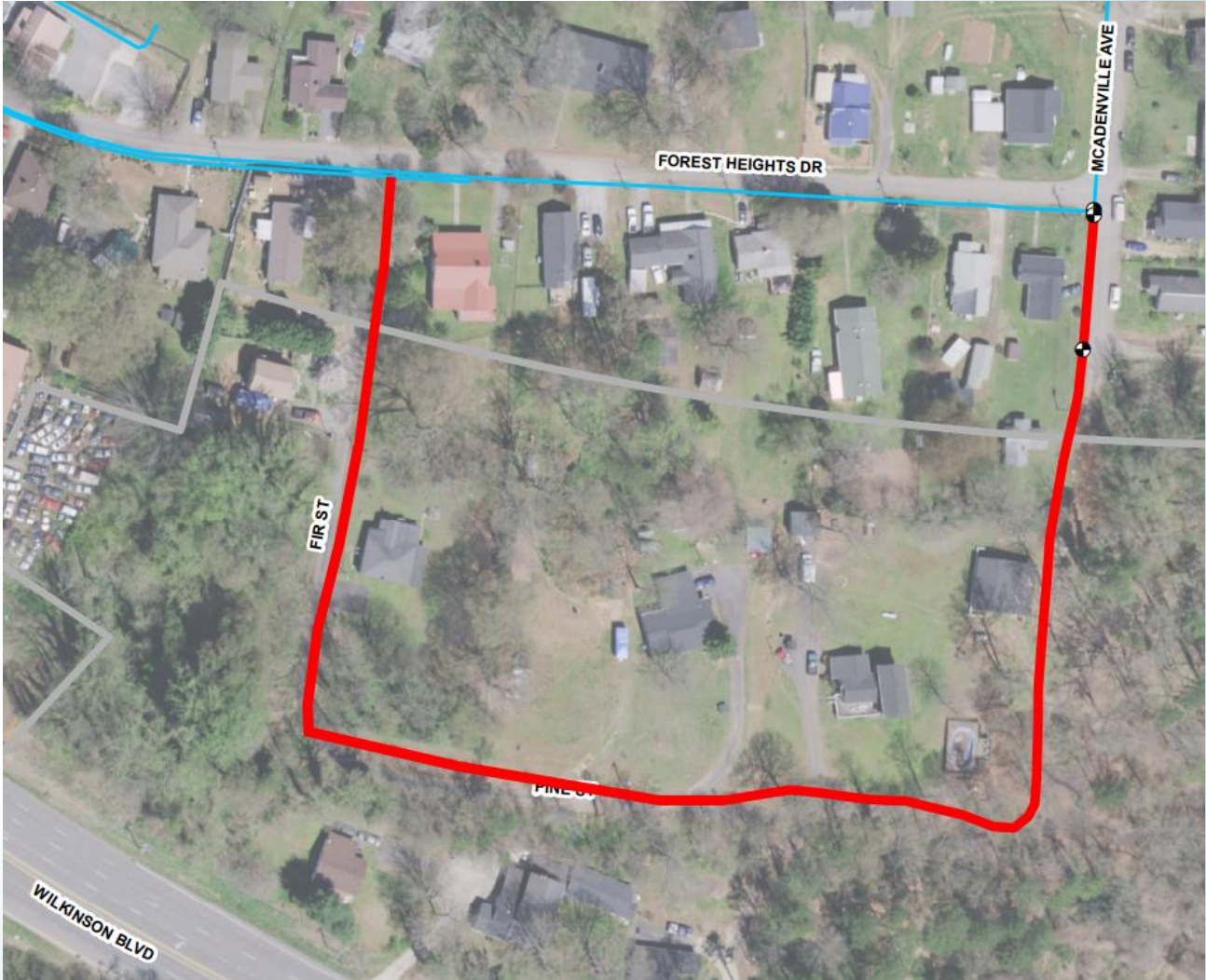
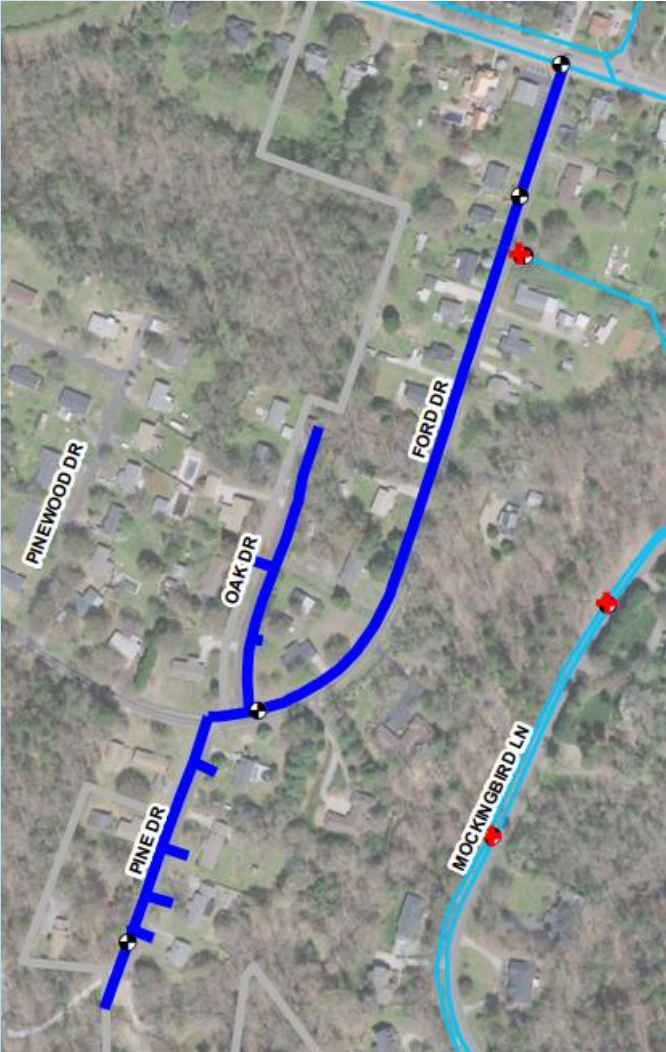
Water System Improvement Project
\$3,269,750 ARPA Funding (Ongoing)
Project No. SRP-D-ARP-0108

Status Update

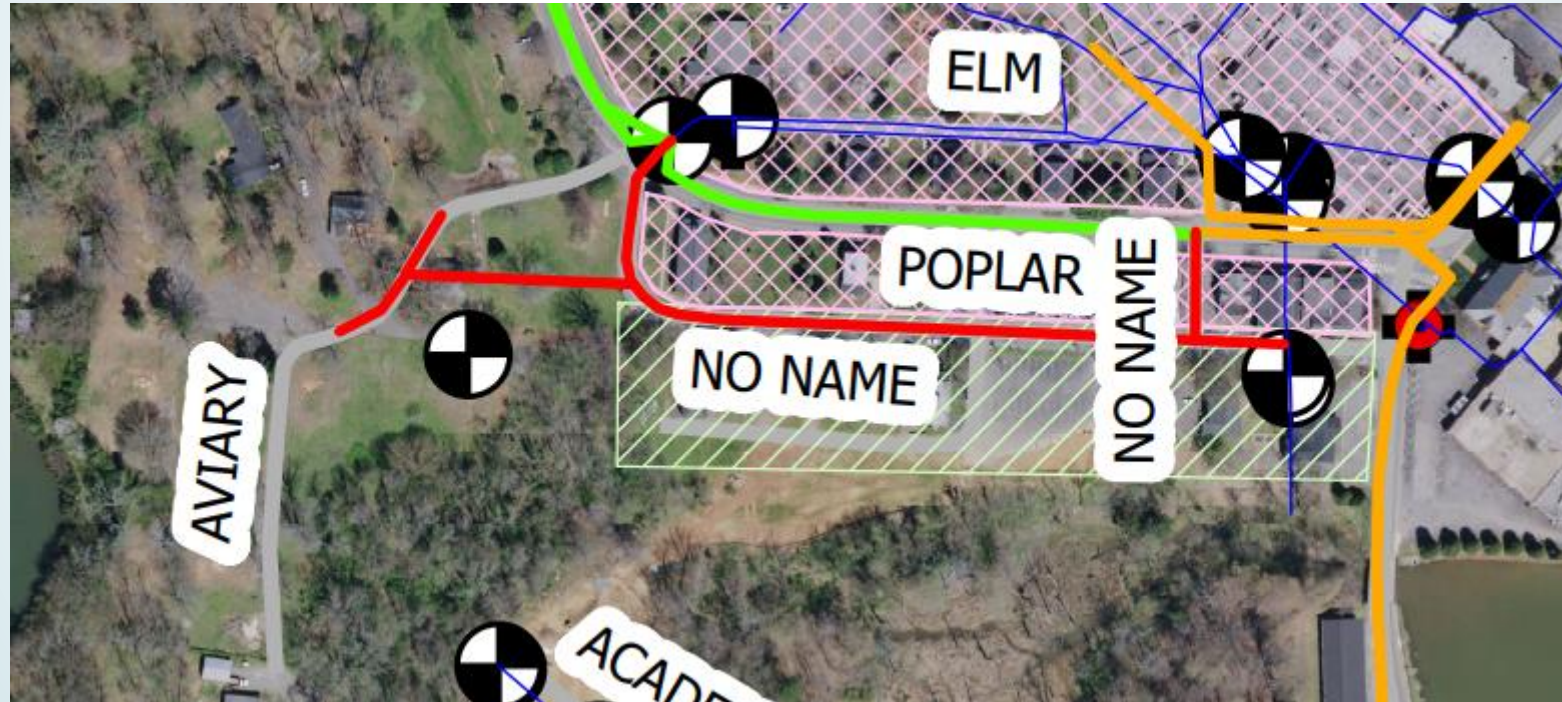
- Design completion scheduled for December
- Permit applications scheduled to be submitted in December
- Draft bid documents scheduled for submission to the state in January
- Bid advertisement anticipated in Spring 2024

Waterline Rehabilitation VUR

\$3,749,048 ARPA Funding
Project No. VUR-D-ARP-0099



Waterline Rehabilitation VUR
\$3,749,048 ARPA Funding
Project No. VUR-D-ARP-0099

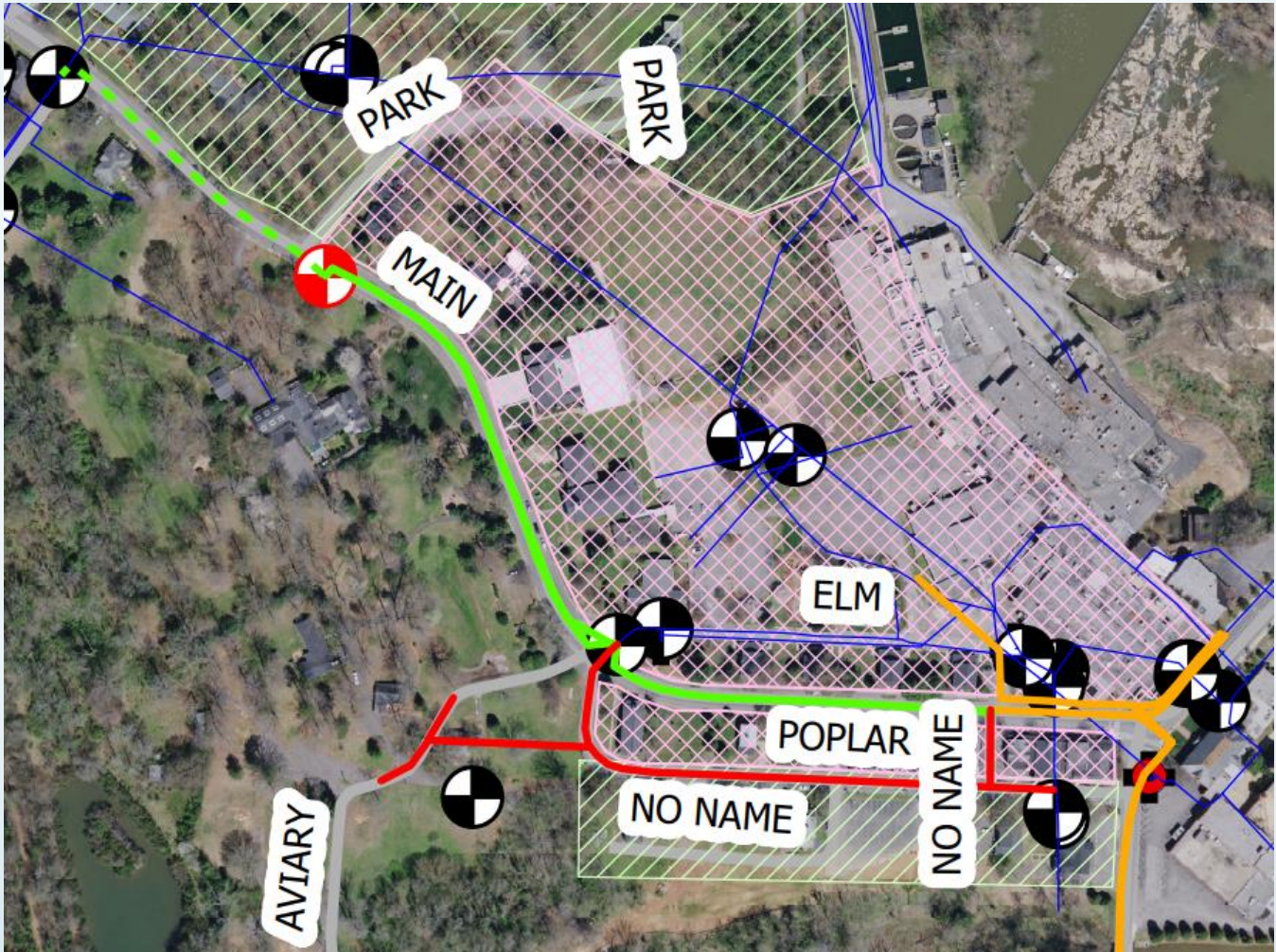


Waterline Rehabilitation VUR
\$3,749,048 ARPA Funding (Ongoing)
Project No. VUR-D-ARP-0099

Project Schedule (Fast Tracked to meet ARPA funding deadlines)

- Design completion scheduled for March
- Permit applications scheduled to be submitted in February
- Draft bid documents scheduled for submission to the state in April
- Bid advertisement anticipated in Fall of 2024

Next Project Proposed Main Street Water Main Extension



Next Project Proposed

Main Street Water Main Extension

Project Purpose/Notes

- New line improves system hydraulic loop between Wesleyan Drive and Park Drive (where current PRV project stubs out)
- New line provides added redundancy and further supports development in downtown area.
- Funding options will be explored.
- Project currently has no set timeline (will likely be funding dependent).



NORTH CAROLINA
Environmental Quality

October 31, 2023

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

SHADI ESKAF

Director

The Honorable Jim Robinette, Mayor
Town of McAdenville
PO Box 9
McAdenville, North Carolina 28101

SUBJECT: Offer & Acceptance for ARP Funding
Project No. SRP-D-ARP-0108
Water System Improvements Project
Town of McAdenville, NC

Dear Mayor Robinette:

The Town of McAdenville has been approved for American Rescue Plan (ARP) funding from the State Fiscal Recovery Fund in the amount of **\$3,269,750**. Projects funded from the State Fiscal Recovery Funds established in S.L. 2021-180/S.L. 2022-74 must meet applicable federal law and guidance for the ARP funds. Accordingly, enclosed are two (2) copies of an offer-and-acceptance document, extending ARP funding in the amount of \$3,269,750. This offer is made by the Division of Water Infrastructure (DWI), subject to the assurances and conditions set forth in the enclosed offer-and-acceptance document. Funds will not be disbursed unless this offer is accepted.

Upon your acceptance, please submit the following items to Pam Whitley, Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina 27699-1633 or via email at pam.whitley@deq.nc.gov.

1. A resolution (sample copy attached), adopted by the governing body, accepting the offer, and making the applicable assurances contained therein;
2. One (1) copy of the original offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed "Standard Conditions and Assurances" for ARP Projects. **Please retain the second copy for your files.**
3. Federal Identification Number and Unique Entity ID # of the Recipient (Memo attached)
4. Sales Tax Certification (attached)
5. Professional Engineering Services Procurement Form




Once construction of the subject project has commenced, the enclosed “reimbursement request form” must be completed and submitted with all reimbursement requests. You are free to reproduce this form should additional copies be needed.

In addition, a memorandum requesting your federal identification number has been included with this offer of funding. You must complete and submit this form no later than the time when you choose to submit your first request for reimbursement. Reimbursement requests should be sent to DWI Finance Accountants at the address noted or emailed to dwi.businessoffice@deq.nc.gov.

On behalf of the Department of Environmental Quality, I am pleased to extend this offer of ARP funds, made available by the North Carolina Fiscal Recovery Fund. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this letter, please contact Mark Hubbard, DWI’s Grant Management Unit Supervisor, at 919.707.9162.

Sincerely,

DocuSigned by:


6300A872077B4C5...
Shadi Eskaf, Director

Division of Water Infrastructure, NCDEQ

Enclosures: Offer-and-Acceptance Document (2 copies)
Fed ID/Unique Entity ID No. Request Memo
Resolution by Applicant’s Governing Body to Accept an Offer of Funding
Sales-Tax Certification Form
Reimbursement Request Form
Professional Engineering Services Procurement Form

CC: Jim Robinette, Mayor, (mayor@townofmcadenville.org)
Chris Rosenboom, P.E., WithersRavenel, Inc.,
(crosenboom@withersravenel.com)
Alice Briggs, P.E., WithersRavenel, Inc., (abriggs@withersravenel.com)
Mark Hubbard (Via Email)
Rodolfo Giantaglia (Via Email)
DWI Administrative Unit (Via Email)
Jennifer House (Via Email)
Pam Whitley (Via Email)
FILE: ARP Project File (**COM_LOX**)
Agreement ID#: 2000064256



**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Town of McAdenville
PO Box 9
McAdenville, North Carolina 28101

Project Number: SRP-D-ARP-0108
Assistance Listing Number: 21.027
Unique Entity ID Number: 2000064256

Funding Program

| Drinking Water | <input checked="" type="checkbox"/> | Additional Amount for | Previous Total | Total Offered |
|---------------------------------|-------------------------------------|-----------------------|----------------|---------------|
| Wastewater | <input type="checkbox"/> | Funding Increases | | |
| State Revolving Fund (SRF) | <input type="checkbox"/> | | | |
| State Reserve Loan (SRP) | <input type="checkbox"/> | | | |
| State Reserve Grant (SRP) | <input type="checkbox"/> | | | |
| State Grant Appropriation (SAP) | <input type="checkbox"/> | | | |
| American Rescue Plan Act (ARPA) | <input checked="" type="checkbox"/> | | | \$3,269,750 |

Project Description:

Water System Improvements Project

Total Financial Assistance Offer: **\$3,269,750**
Total Project Cost: **\$3,269,750**
Estimated Closing Fee*: **\$0.0**
For Loans
Principal Forgiveness: **\$0**


**Estimated closing fee calculated based on grant and loan amount.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

| | |
|-----------------------------------------------------------------------------------------------------------------------------|-----------|
| DocuSigned by:  6300A872077B4C5... | 11/2/2023 |
| Signature | Date |

On Behalf of: _____ Town of McAdenville
Name of Representative in Resolution: _____
Title (Type or Print): _____

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

| | |
|-----------|------|
| Signature | Date |
|-----------|------|

APPLICABLE STANDARD CONDITIONS**Project Applicant: Town of McAdenville****Project Numbers: SRP-D-ARP-0108**

1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's [Final Rule](#) for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the [SLFRF Compliance and Reporting Guidance](#) not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the [SLFRF Compliance and Reporting Guidance](#) specifies.
6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARPA-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt funding recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
8. Funds made available by the ARPA that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

ASSURANCES

Project Applicant: Town of McAdenville

Project Numbers: SRP-D-ARP-0108

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division. The recipient acknowledges that in the event a milestone contained in the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for ARPA funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. The Applicant will provide and maintain adequate engineering supervision and inspection.
5. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
6. All ARPA funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
7. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
8. Funds must be fully spent (i.e., fully reimbursed to the recipient) by December 31, 2026.
9. The applicant acknowledges that loan funds contained in this Funding Offer require approval from the North Carolina Local Government Commission before they can be disbursed.

RESOLUTION BY GOVERNING BODY OF RECIPIENT

Accepting ARP Grant Funding for the Water System Improvements Project

WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina General Statutes Chapter 159G has created drinking water construction grants to assist eligible units of government with meeting their water infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of **\$3,269,750** to conduct a water system improvements construction project to provide system redundancy, improve water volume, fix pressure issues, and correct cross connections to make a future consolidation possible for the **Town of McAdenville** water system, and

WHEREAS, the **Town of McAdenville** intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MCADENVILLE:

That the **Town of McAdenville** does hereby accept the American Rescue Plan Grant offer of **\$3,269,750 for SRP-D-ARP-0108 Water System Improvements Project.**

That the **Town of McAdenville** does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to, has substantially complied, or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

That Mayor Jim Robinette, and Town Administrator, Lesley Dellinger, the **Authorized Officials**, and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

ADOPTED THE 14TH DAY OF NOVEMBER 2023.

TOWN OF MCADENVILLE, NORTH CAROLINA

Jim Robinette, Mayor

Attest:

Lesley Dellinger, Town Clerk

GRANT PROJECT ORDINANCE

**TOWN OF MCADENVILLE
FY22 AMERICAN RESCUE PLAN ACT STATE FISCAL RECOVERY FUND GRANT
PROJECT # SRP-D-ARP-0108**

Be it ordained by the Town Council of the Town of McAdenville, North Carolina, that pursuant to section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted:

Section 1: The Project authorized is the Water System Improvements construction project (grant project number SRP-D-ARP-0108) to be financed by the federal American Rescue Plan Act (ARPA) grant funds awarded to the Town of McAdenville by the North Carolina Department of Environmental Quality (DEQ) Division of Water Infrastructure (DWI).

Section 2: The officers of this unit are hereby directed to proceed with the grant project within the terms of the board resolution, grant documents, the rules and regulations of the Division of Water Infrastructure (DWI,) and the budget contained herein.

Section 3: The following amounts are appropriated for the project revenues:

| | |
|-----------------------------------------|---------------------|
| SRP-D-ARP=0108 Water Improvements Grant | \$ 3,269,750 |
| Local Match | <u>\$ 0</u> |
| Total | \$ 3,269,750 |

Section 4. The following amounts are appropriated for the project expenses:

| | |
|-----------------------------------------|---------------------|
| Engineering and Administration Services | \$ 660,000 |
| Construction | <u>\$ 2,609,750</u> |
| Total | \$ 3,269,750 |

Section 5: The finance officer is hereby directed to maintain within the Water System Improvements (SRP/ARP/0108) Grant Fund 52 sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements, and federal regulations.

Section 6: Funds may be advanced from the Water & Sewer Enterprise Fund, account ending 4766, for the purpose of making payments as due. Reimbursement requests should be made to the State grantor agency in an orderly and timely manner. Compliance with all federal and state procurement regulations is required.

Section 7: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in section 4 and on the total grant revenues received or claimed.

Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this board.

Section 9: Copies of this grant project ordinance shall be furnished to the Town Administrator/Clerk for direction in carrying out this project.

Adopted this 14th day of November 2023.

Town of McAdenville, North Carolina

Jim Robinette, Mayor

ATTEST:

Lesley Dellinger, Town Clerk



September 20, 2023

Lesley Delliger, Town Clerk
PO Box 9
McAdenville, North Carolina 28101

**RE: Agreement for Professional Services
McAdenville Waterline Rehabilitation VUR
McAdenville, North Carolina 28101
WR Project No. 23-0428**

Dear Ms. Dellinger,

WithersRavenel is pleased to provide this Agreement for Professional Services. We look forward to working with you on this project. If you have any questions or concerns about this agreement, please do not hesitate to call me at the number listed below.

Sincerely,
WithersRavenel

A handwritten signature in blue ink, appearing to read "Chris Rosenboom".

Chris Rosenboom, PE
Director of Utilities, Charlotte

Crosenboome@withersravenel.com
Mobile: 704.771.9934

Town of McAdenville McAdenville, North Carolina Agreement for Professional Services

A. Project Description

This fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of Town of McAdenville and formalize an agreement for the implementation and logistics for these services.

This agreement is based on the rehabilitation of the water lines that are noted in red in Figure 1. This is referred to as the project site and is in Gaston County, McAdenville, North Carolina.

Listed below is a summary of several key aspects of the project based on our discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this agreement and any subsequent agreements the following references shall apply:

1. Town of McAdenville shall be known as the “Client”;
2. WithersRavenel shall be known as the “Consultant”;
3. The property and overall project shall be known as the “Project”;
4. McAdenville shall be known as “Town”;
5. Gaston County shall be known as “County”;
6. North Carolina Department of Transportation shall be known as “NCDOT”;
7. US Army Corps of Engineers shall be known as “USACE”;
8. North Carolina Department of Environmental Quality shall be known as “NCDEQ”;
9. American Rescue Plan Act shall be known as “ARPA”.

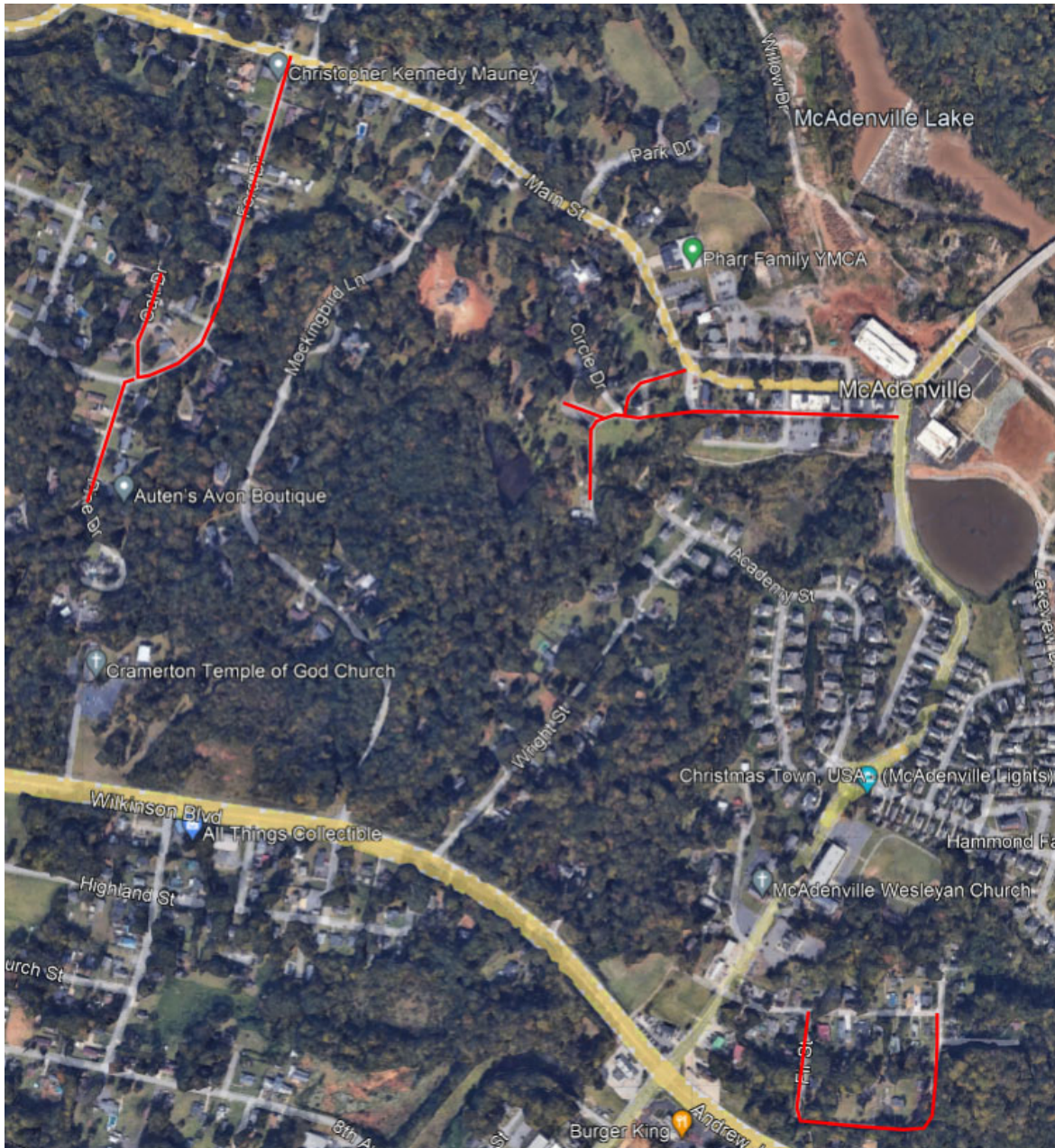


Figure 1 – Lines to be modified under contract.

Given the recent market conditions we have observed we consider it important to address a typical component of our design services which includes developing an opinion of probable cost for construction of the project. Our cost opinions for construction are made on the basis of current labor and material prices and our collective experience and qualifications, and represents our professional judgment as an experienced professional familiar with projects of the type described in this Agreement. It is important to note however, that we have no control over the resources provided by construction contractors to meet contract schedules, nor over the amount or reasonableness of bids or actual construction costs, and we cannot and do not guarantee the proposals, bids or actual costs or schedules will not vary significantly from opinions of probable costs or time prepared by our firm. Our recent experience has been that bidders on public infrastructure projects have been limited which in turn results in higher bid prices than can be reasonably estimated or forecasted. We are constantly

monitoring bids received for infrastructure projects and we work to incorporate the most recent bid information, unit costs, etc. that are applicable into our cost opinions.

If at any time the Client wishes greater assurances as to schedules or the amount of any costs, after presentation to the Client for review, we will be agreeable to assist the town to employ an independent cost estimator, scheduling consultant, or other third party to make such determination.

B. Timeline for Services

Consultant will begin work upon receipt of executed Agreement and written notice to proceed from the Client. Estimated timeframe(s) for the basis of the services described in the Scope of Services are shown below. The dates shown are consistent with the Client’s Letter of Intent to Fund from the Division of Water Infrastructure (DWI).

| <u>Milestone</u> | <u>Date</u> |
|------------------------------------------|-------------------|
| Engineering Report (ER) Submittal to DWI | July 3, 2023 |
| Bid and Design Package Submittal to DWI | March 1, 2024 |
| Project Advertisement | August 1, 2024 |
| Execute Construction Contract | December 31, 2024 |

1. The estimated timeframe(s) may be impacted by, among other things:
 - a. Timeliness and additional permit and/or plan reviews of review agencies;
 - b. Timeliness and accuracy of information provided by the Client and Client consultants.
2. Timeframe through construction will vary based on:
 - a. The Client’s schedule and phasing;
 - b. Contractor’s progress and adherence to completion date;
 - c. Client and/or Agencies requesting additional work.
3. If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed-upon adjustments may result in adjustments to Consultant fees.
4. Certain tasks, such as reviews and approvals, are performed by third parties, including governmental agencies, over which neither Client nor Consultant have control or responsibility. As such, neither party is responsible for delays or the resulting cost impacts caused by third parties.

C. Scope of Services

Consultant shall provide the services identified under each task below as its “Basic Services” under the Agreement.

Task 1 - Project Management

Consultant shall manage the project by:

- A. Keeping the Client regularly informed of progress, providing over-sight of the production tasks and managing the monthly billing and invoicing for the project.

- B. Perform a site visit documenting the existing field conditions, degree of sedimentation in line, identify any constructability issues, verify measurements pertaining to rehabilitation or replacement quantities, determine requirements related to service line reinstatements, and note any project requirements.
- C. Evaluate available documentation of the water system including previously collected GIS data, as-builts and previous studies.
- D. Prepare maps and worksheets to facilitate the necessary fieldwork and data gathering related to the project.
- E. Schedule a kickoff meeting with Client to determine the acceptable methods of rehabilitation or replacement, determine the availability of needed data, determine the availability of Client specifications and construction details, and develop a project schedule for construction.

Deliverables

- ▶ Kick-Off Meeting
- ▶ Site Visit
- ▶ Management and Invoicing

Task 2 - Grant Administration

Upon receipt of written authorization from the Client, Consultant will provide the following funding administration tasks:

- A. General Administration and Financial Management
 1. Attend the project kick-off meeting with NCDWI to review ARPA funding requirements.
 2. Set up Dual Filing System (hardcopy and digital) for the Client's funded project, to be kept and maintained at the Client's location. Work with Client project designees to ensure dual files stay current and comprehensive.
 3. Assist the Client in completing NCDWI paperwork including state assurances, progress reports, monitoring report forms, and others as required by NCDWI for the project.
 4. Assist the Client in requisition payment requests and compile necessary supporting documentation for the Client to review, execute, and submit to NCDWI.
 5. Act as liaison between the Client and NCDWI.
 6. Provide ongoing technical assistance regarding ARPA regulations and NCDWI requirements.
 7. Assist the Client in close-out procedures and paperwork.
- B. Project Implementation
 1. Provide oversight and guidance of procurement procedures in accordance with DWI requirements and applicable federal and state regulations.
 2. Assist the Client in complying with regulations regarding property acquisitions and easements, if necessary.
 3. Conduct coordination sessions with the Consultant, Construction Administrator and Construction Observer, Client, NCDWI, and Construction Contractor.

4. Provide quality control and quality assurance reviews with the Consultant and Construction Administrator in the creation of bid documents, solicitation of bids, pre-bid meeting, review of bids, assembly of construction contracts, and pre-construction meeting to comply with state and federal regulations, including minority business recruitment.
5. Support the Client to complete necessary construction-related public notifications.
6. Work with the Client to ensure compliance with all NCDWI guidelines during design, bidding, and construction.
7. Confirm debarment clearance for all contractors for the Client to verify.
8. Participate in the pre-bid and pre-construction meetings by presenting ARPA guidelines and discussing what will be expected from NCDWI during the course of the project.
9. Assist in processing construction Contractor payment requests approved by the Construction Administrator and Client, to be submitted to NCDWI.

Deliverables

- ▶ Kick-Off Meeting, Pre-Bid Meeting and Pre-Construction Meeting
- ▶ Assist in Required NCDWI Paperwork/Compliance and Pay Applications
- ▶ Coordination Sessions
- ▶ Debarment Clearance Confirmation

Task 3 - Engineering Report

Consultant shall perform the following services.

- A. Consultant will review provided project information from the Client, the funding application, funding award, funding budget and develop a basis of design for the project conforming to the NCDWI award and conditions.
- B. Consultant will prepare the ER in accordance with the “Guidance for the Preparation of Engineering Reports and Environmental Information Documents for Collection System Projects” as published by NCDWI which will include the following information:
 1. Executive Summary
 2. Current/Future Situation
 3. Need and Purpose
 4. Alternative Analysis (Alternative Description/Present Worth Analysis)
 5. Proposed Project Description
 6. Financial Analysis
- C. Consultant will submit the ER to the NCDWI for review by in accordance with the funding schedule.
- D. Consultant will incorporate NCDWI review comments and resubmit ER to NCDWI for approval in accordance with the funding schedule.
- E. Consultant will furnish one (1) set of the approved ER to the Client.

Deliverables

- ▶ ER Submittal to NCDWI
- ▶ ER Hardcopy to Client

Task 4 - Field Investigations

A. Topographic and Locations Survey

1. WithersRavenel will provide a topographic corridor survey within the observable Right of Way for the purpose of completing water system improvements and rehabilitation as highlighted on the image, below; there are 4 areas of interest highlighted in Blue, Purple, and Green. The Fourth area extends from the Main St/Wesleyan Drive Intersection NW towards Elm St for +/- 600'.
2. Horizontal control will be based on NC State Grid, NAD'83(2011);
3. Vertical control will be based on NAVD'88;
4. Existing property corners as may be found on the subject property(ies) will be located, and property corners on adjacent properties as may be necessary to help reestablish the Rights of Way in the subject areas of interest;
5. Conventional surveys will be completed using spot grades at approximate 25' intervals and/or LiDAR mapping using UAS (Unmanned Air System). Agreement to this proposal will constitute permission to fly the UAS over the project site and properties;
6. Contours will be mapped at a 1' foot interval;
7. Survey will include locating top and bottom of slopes and any change in the slope lines.
8. Includes survey of roadways within the Survey Limits.
9. All visible and obvious site improvements such as roadways, drives, walkways, signs, parking spaces, roadway markings, etc. will be located;
10. Storm and sanitary sewer will be located to include top and invert elevations, pipe sizes and types, direction, and connectivity's, where such determinations are possible;
11. A minimum of 2 project benchmarks will be set and identified in the mapping;
12. Sub-surface utilities will be located based on observation of visible and obvious surface features and by paint marks to be applied by WithersRavenel professionals.
13. Survey will include the location of tree lines. Survey does not include the location of individual trees within wooded areas;
14. Topographic mapping will be completed to a scale to be determined by client's engineer and will be delivered as a digital CAD file in AutoCAD .dwg format with associated signed and certified survey report;

B. Easement Exhibit Maps and Legal Descriptions

1. WithersRavenel will prepare 3 easement exhibit maps included in the lump sum pricing for each parcel affected by proposed temporary and/or permanent easement as may be required for the project.
2. Additional easement requirements due to design will be approached with a unit price of \$3,000 per easement. All WithersRavenel projects are scoped to have a minimum number of easements as possible, design limitations may dictate changes increasing or decreasing the easement requirements.
3. Horizontal control will be based on NC State Grid, NAD'83(2011).
4. Existing property corners as may be found on the subject property within which the easement(s) will be located, and property corners on adjacent properties as may be necessary to help reestablish the boundary of the subject property.

5. Easement map will be suitable for attachment to a deed (to be prepared by others) for recording.
6. Survey will be completed to N.C.G.S. 47-30 standards for an exhibit map and will not be suitable for recording as a stand-alone map; Legal Professionals licensed in the state of the project location commonly include the exhibits and provided legal descriptions into a legally prepared deed for submission/recording in the local Register of Deeds of the project location applicable.
7. Points where new permanent easement lines cross existing property lines will be set using 18" long, 5/8" iron pipes.

C. Level B SUE Investigation

1. WithersRavenel will use both Electromagnetic (EM) and Ground Penetrating Radar (GPR) to designate utilities within the specific area outlined in the attached map. All utilities designated will be marked using the APWA guidelines with marking paint and/or pin flags. In addition to a field sketch, WithersRavenel will survey their findings of the Level B investigation and provide an AutoCAD deliverable depicting all of the designated utilities.

D. Level A SUE Investigation

1. WithersRavenel will perform Level A SUE test holes to determine information such as size, depth, and material on critical utilities. All information will be incorporated into Test Hole Forms and provided to the client at the conclusion of the project. For budgeting purposes, 10 Level A Test Holes will be assumed. The final number of Test Holes can be decided upon the completion of the Level B SUE investigation. In addition, all test hole locations will be conventionally surveyed to obtain accurate Northing, Easting, and Elevation.

E. Geotechnical Investigations

1. Private utilities should be marked by the Owner prior to our site mobilization. For the geotechnical subsurface exploration, four soil test borings with standard penetration testing (SPT) will be completed. Three borings will be advanced to depths of 25 feet and one boring to a depth of 40 feet. Up to two of these borings may be advanced through pavement. Borings will be advanced to the planned depths or auger refusal, whichever comes first.

Within each boring, samples of subsurface soils will be taken at 2-1/2 foot intervals above a depth of 10 feet. After 10 feet, samples will be taken every 5 feet to the full depth explored. Standard penetration tests will be conducted in conjunction with split-spoon sampling in general accordance with ASTM D 1586-99. All borings will be performed to the above indicated depths or auger refusal, whichever occurs first. Rock coring is not planned. Upon completion of the borings, measurements of groundwater levels will be taken, and boreholes will be backfilled up to the original ground surface with auger cuttings.

2. Representative portions of soil samples will be returned to laboratory for visual observation, classification, and laboratory testing. Atterberg limits and #200 sieve wash analysis tests will be conducted for soil classification and to evaluate physical and engineering characteristics of the subsurface soils. The natural moisture content will be determined with each classification test. All laboratory testing will be performed in accordance with applicable ASTM standards and classified in accordance with the Unified Soil Classification System (USCS). Eight laboratory classification and moisture content tests are included in this scope.

3. Based on the results of the field exploration and laboratory testing, we will provide a written evaluation based on the site's suitability for the proposed development. This subsurface report will be signed and sealed by a professional engineer registered in the state of North Carolina, and will include the following information:
 - a. General description of the site, subsurface soils, and groundwater conditions;
 - b. Boring logs with soil strata descriptions, groundwater, and Standard Penetration Test values as a function of depth;
 - c. Depth and location of any rock or unsuitable materials encountered in borings;
 - d. Construction and earthwork recommendations, including subgrade preparation, grading and compaction requirements, effect of weather or equipment on soil during construction, groundwater control, analysis of expansive clays, or other deleterious conditions, etc.
 - e. General recommendations for excavation of on-site materials;
 - f. Suitability of on-site soils for reuse as structural fill;
 - g. Foundation recommendations including allowable soil bearing pressure and estimated total and differential foundation settlement;
 - h. Slab-on-grade recommendations, including soil subgrade modulus (k);
 - i. Pavement recommendations for both flexible (asphalt) and rigid (concrete); and
 - j. Results of laboratory testing.
- F. Environmental Investigations
1. Wetland/Stream/Riparian Buffer Delineation
 - a. Obtain preliminary site information including aerial photos, USGS Quadrangle Maps, Gaston County Soil Survey and Gaston County GIS data prior to conducting site visit.
 - b. Conduct a site review to determine if the project site contains jurisdictional wetlands, streams and surface waters. Jurisdictional wetlands will be determined using criteria set forth in the 1987 US Army Corps of Engineers (USACE) Wetlands Delineation Manual and applicable Regional Supplement. Streams will be evaluated using the procedures set forth in the 2010 North Carolina Division of Water Quality (NC-DWQ) Stream Classification Method.
 - c. Delineate all jurisdictional wetlands and stream origins in the field using sequentially numbered Wetland Delineation flagging.
 - d. Locate all wetland and stream origin flags using a mapping grade Trimble GPS unit. The GPS data will be utilized for preparation of the exhibits for agency verification requests.
 - e. Prepare a Preliminary Delineation Exhibit documenting the wetlands and riparian buffers to be surveyed, which will be provided to the client for preliminary planning purposes.
 2. Federally Listed Threatened and Endangered Species Assessment
 - a. Review available data from the US Fish and Wildlife Service (USFWS), NC Wildlife Resource Commission (NCWRC) and NC Natural Heritage Program (NCNHP) to identify federally listed threatened and endangered species known to occur in Gaston County.
 - b. Submit a project review request to the NCNHP to identify any known historic or current occurrences of federally listed threatened or endangered species within the project area or within 1.0 miles of the project area.
 - c. Obtain an official targeted species list for species that may occur near or within the project area through the USFWS IPaC website.
 - d. Review available NCNHP GIS data to identify known occurrences of federally listed threatened or endangered species within 2.0 miles of the project.
 - e. Complete review of available literature on habitat descriptions for federally listed threatened and endangered species known to occur in Gaston County.

- f. Conduct a site review to assess and map vegetative communities to identify potential habitat for federally listed threatened and endangered species.
- g. Conduct pedestrian survey of all potential habitat to determine presence/absence of federally listed threatened and endangered species.
- h. Prepare a brief letter report documenting the findings of the survey, including Biological Determinations for “effect” determinations on listed species. For those protected species that potentially occur in the area (i.e. suitable habitat is present on site) and that may not be readily detectable during the time of the survey (i.e. flowering plants), WR will provide a statement concerning the likelihood of the species occurrence based on available data and habitat observations, as well as recommendations for further surveys if necessary.

Task 5 - Design

Based on the data and other information developed as part of the preceding Tasks, Consultant will perform the design services that include the following sub-tasks.

- A. Conduct a review of compiled data including surveys and SUE.
- B. Evaluate collected data to determine appropriate methods of construction.
- C. Consultant will consider the necessary logistics for maintaining water line service to minimize interruption to service.
- D. Once the above has been completed, Consultant will meet with the Client to discuss the design and construction approach options identified with a goal of determining the design approach on which to develop the drawings.
- E. Prepare 60% Plans/Technical Specification Table of Contents, 90% Plans/Technical Specifications, and Final Plans/Technical Specifications for the Project. The Client will provide review comments at each stage.
 1. 60% Plans/Technical Specification Table of Contents: Plans will include a cover, general notes, plan sheets, project-specific details and standard project details.
 2. 90% Plans/Technical Specifications: Contract Documents reflecting review comments in the 60% stage from the Client.
 3. Final Plans/Specifications: Contract Documents reflecting review comments in the 90% stage from the Client.
 4. The design will be based on and conform to the standard specifications and details of the Client and the State of North Carolina “Rules Governing Public Water Systems”.
 5. Consultant will utilize electrical engineering subconsultant for the electrical design if needed.
- F. The Consultant will attend one (1) review meeting (Virtual) after the 60% submittal and the 90% submittal with the Client.
- G. Submit Bid Package to NCDWI:
 1. Upon approval by the Client, the Consultant will submit final Plans/Technical Specifications to NCDWI for approval.
 2. The Consultant will address and incorporate review comments from NCDWI and re-submit to NCDWI for final approval.
- H. Opinion of Probably Construction Cost (OPCC):

The Consultant will prepare and submit to the Client an OPCC for the Project based on the plans and specifications at the 60%, 90% and Final submittals.

I. Coordinate design efforts with NCDEQ and any other permitting agency. Consultant shall submit and obtain all necessary permits including.

1. NCDEQ Public Water Supply
2. NCDEQ Erosion Control Permit (if needed)
3. NCDOT Encroachment Agreement

All submittal, review, or permitting fees associated with the Project will be paid for by the Consultant. Consultant will address two rounds of comments (make two submittals) for each permit application. Additional submittals will be performed on an hourly basis per the attached Consultant Rate Schedule and billed as additional services.

Deliverables

- ▶ Provide Basis of Design for Client approval
- ▶ Construction Plans Hardcopy
- ▶ Technical Specifications Hardcopy
- ▶ Opinion of Probably Cost
- ▶ Permit Submittals and Approvals

Task 6 - Bidding Phase

Upon receipt of written authorization from the Client, Consultant will perform the bidding services that include the following sub-tasks. This Task assumes two bidding cycles and a reevaluation of design for value engineering based on first bidding cycle. Additional and/or multiple bids shall be considered Additional Services.

A. Bid Advertisement

1. Assist the Client in advertising the Project for competitive formal bids. This will include preparing the "Advertisement" for use by the Client for advertising in local newspapers, plan rooms, and the Client's website.
2. Provide Client electronic copies of construction documents for advertisement and bidding.

B. Pre-Bid Meeting

1. Conduct a Pre-Bid Meeting In-Person with Client, NCDWI, prospective bidders, and material suppliers. Consultant will prepare the agenda, take notes, and prepare a summary report of the meeting for distribution.
2. Manage the project addendums. After the Pre-Bid meeting, Consultant will issue an Addendum with the Pre-Bid Meeting Summary. During the bidding phase, Consultant will issue additional addenda as deemed necessary by Consultant and/or the Client.

C. Bid Opening, Tabulation and

1. Attend the bid opening (Virtual and In-Person), prepare the bid tabulation documents, open bids and read into record as well as discuss the bid results with the Client.
2. Tabulate the bids and issue an opinion to the Client as to the lowest responsive responsible bidder for the project.

D. Value Engineering

1. In the event that the market volatility impacts the project cost beyond what can be reasonably be predicted, the Consultant will perform a value engineering process to reduce the project scope as to not impact the DWI score and stay within approved budget.

Deliverables

- ▶ Advertisement
- ▶ Construction Documents
- ▶ Pre-Bid Meeting and Addendums
- ▶ Bid Opening
- ▶ Bid Tabulation and Recommendation of Award

Task 7 - Construction Administration

As construction administration and review services are requested by the Client, Client agrees that such administration, review, or interpretation of construction work or documents by Consultant shall not relieve any contractor from liability in regard to its duty to comply with the engineering standards for the Project and shall not give rise to a claim against a contractor's failure to hold in accordance with the applicable plans, specifications or standards.

A. Execution of the Construction Contract

Assemble the contract documents for and assist the Client with the execution process between the Contractor and the Client.

B. Pre-Construction Conference

Attend a Pre-Construction Conference (Virtual and In-Person). At the pre-construction conference, procedural guidelines and specific Project requirements will be discussed with the Contractor. Among the items to be addressed are correspondence distribution, shop drawing and scheduling procedures, Notice-to-Proceed date, critical schedule requirements, payment procedures, staging areas, emergency procedures, survey control requirements, quality control procedures and requirements, and coordination with quality assurance testing. Consultant will prepare and provide a meeting summary to the Client and the Contractor. The Contractor shall be responsible to provide its Sub-Contractors with the meeting summary(s).

C. Construction Contract Administration

Consultant will act on behalf of the Client and act as its representative during the estimated 210 calendar day construction period. Consultant will provide contract administration required for the Project, including:

1. Carry out the duties and responsibilities as Consultant as stated in the General Conditions and Supplemental Conditions of the construction contract.
2. Administer the construction contract, respond to Contractor correspondence, issue instructions from the Client, and maintain a complete document file for the Project.
3. Maintain documents including but are not limited to correspondence, quality control procedures, daily observation records, shop drawing schedule, shop drawing and submittal log, change orders, scheduling, Project meetings, costs and disbursement data, and progress reports.
4. Supervise and manage the work performed by the Resident Project Representative (RPR) during construction.

D. Progress Meetings/Site Visits

1. During the estimated construction period, Consultant will hold monthly progress meetings (Virtual and In-Person) from Notice-to-Proceed through Substantial Completion. In these meetings, the Client, Consultant, and the Contractor will address such items including but not limited to schedules, coordination problems, design issues, construction issues, pending change orders, outstanding shop drawings and other submittals, procurement delays, material or construction issues, and other issues related to completion of the Project.
2. Based on on-site observations by Consultant and RPR, Consultant will keep the Client informed of the progress of the work and may recommend to the Client to disapprove or reject work that does not conform to the Contract Documents.

E. Shop Drawing and Submittals Review

Consultant will review and respond to Shop Drawings and submittals which the Contractor is required to submit for conformance with the design concept and compliance with the information given in the Contract Documents; Consultant will transmit one copy (Hardcopy or Digital) of shop drawings to the Client with written comments. Included in the shop drawing review is the assessment of alternates proposed by the Contractor. Alternate requests will be reviewed for conformance with the Contract Specifications. This subtask assumes the review and response to up to ten (10) sets of Shop Drawings and up to two (2) reviews and responses to other submittals.

F. Review Pay Requests

1. Based on the on-site observations, information provided by the RPR, and review of the applications for payment and the accompanying data and schedules, Consultant will assess the percentage of Project completion by the Contractor and recommend payments to the Contractor in the appropriate amount. This subtask assumes the review and approval to up to seven (7) pay applications.
2. By recommending payment, Consultant shall not thereby be deemed to have represented those observations made by Consultant 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 have involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. Neither Consultant's review of Contractor's Work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant 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.

G. Change Orders and Time Extensions

Consultant will provide contract administration services in connection with changes to the construction contract that reflect minor changes or deletions requested by the Client, Consultant, or the Contractor. Consultant will maintain a listing of additional costs and credits as a result of change orders. Client agrees to review change orders prepared by Consultant and issue a directive on its opinion of the change order in writing. Larger changes or claims asserted by the Contractor and/or redesigns, analyses, or evaluation that are beyond the scope of this Scope of Services or required through no fault of Consultant, requested by the Client or Contractor, shall be considered Additional Services. This subtask assumes the review and approval to up to five (5) change orders.

H. Final Walk-Through and Certification

Consultant will conduct a walk-through review with the Contractor and the RPR to determine if the Project has reached substantial completion and prepare a punch list of work items needed to meet final completion. After the Contractor has addressed the items in the punch list, Consultant will conduct one final walk-through review to determine if the work is acceptable and is in substantial conformance with the drawings and specifications to the best of Consultant's knowledge. Once Consultant and Client deem the work to be acceptable and in substantial conformance with the drawings and specifications (to the best of Consultant's knowledge), Consultant can provide written notice of such to the Client. Additionally, Consultant can recommend final payment to Contractor as appropriate. Additionally, Consultant can certify that the Project was built within substantial conformance with the drawings and specifications (to the best of Consultant's knowledge), but only if:

1. Consultant has been allowed to observe construction activities, startup, and testing which he deems appropriate.
2. Consultant determines that his observations support that the construction was carried out satisfactorily.
3. Known nonconforming construction has been satisfactorily corrected.

I. Prepare Record Drawings

Using redline drawings, construction survey, and other information prepared by the Contractor and the RPR, Consultant will prepare Record Drawings for the Project and submit one (1) copy (Hardcopy or Digital) to Client.

J. Standards of Performance

1. Consultant shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Contractor.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents. Consultant 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 Consultant or its Consultants.

K. Post-Construction Phase

Upon written authorization from Client during the Post-Construction Phase, Consultant shall:

1. Together with Client, 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 Client in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
2. Together with Client, 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.

Task 8 - Construction Observation

Consultant can provide Resident Project Representative (RPR) as an optional service to the Client. The duties are as follows:

- A. Observe the if the construction is proceeding according to the Drawings and Specifications.
- B. Document the work in daily field observation reports.
- C. Document weather conditions as well as the ability of the Contractor to perform the work.
- D. The subtask assumes that part time observation of approximately 24 hours per week at the current rate will be required during most of the project and for critical stages. Non-critical stages of construction that include activities such as clearing, stripping, erosion and sediment control, miscellaneous grading, and seeding, when only periodic observation may be warranted.
- E. The effort for this subtask is based on a forty (40) hour work week, Monday through Friday for the estimated 210 calendar day construction period. If the Contractor desires to work more than forty (40) hours per week and/or on weekends, the additional RPR effort and expenses shall be considered additional services.

Consultant has no control over inclement weather, the sequence, productivity, and, most importantly, the timing with which the Contractor will complete the work, and thus the number of field observation hours may differ from the hours estimated. Consultant will only be paid for the actual number of RPR hours worked. A day-by-day log will be kept of RPR hours so that the Client can track the expenditure of these hours. If conditions of the Contract or the scope of the work defined in the Contract between the Contractor and the Client is modified, such that the contract time is extended, then Consultant reserves the right to negotiate an increase in the budget for this task.

If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

D. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents if requested in writing by the Client and accepted by Consultant. Additional services shall be paid by the Client in accordance with the current fee & expense schedule. The exclusions are described below but are not limited to the following:

General

- All plan submittal, review, or permitting fees;
- Any work previously provided in other agreements;
- Any other services not specifically listed within the Scope of Services.

Geomatics Services

- Annexation Plats
- Boundary/Topographic Surveys;
- Tree survey/cover report by Registered Forester;
- Subsurface Utility Engineering (SUE);

- Surveys for off-site improvements;
- Platting services;
- Plot Plans;
- ALTA Surveys;
- GIS mapping services;
- Construction staking
- Building staking;
- As-built (record drawing) surveys;
- Easements, Easement/ROW Plats;

Environmental Services

- Historic Resources Survey;
- Endangered Species' Habitat survey;
- Wetland Delineations;

- Wetland/Buffer Determinations;
- Phase I & II ESA's;

Offsite/Specialty

- Development agreements;
- Homeowner association documents;
- Utility allocation agreements;
- Preparation of electronic file suitable for GPS machine control;
- Expert witnesses;

Planning/Studies

- Entitlement services;
- Variance and Quasi-Judicial processes;
- Off-site Sewer Analysis.
- Traffic Impact Analysis;
- Signalization Studies;
- Hydrant flow determination and hydraulic analyses;
- Existing sewer hydraulic analyses;
- Town or regulatory approvals;
- Special & Conditional Use Permits;

Services During Construction

- Engineer's Opinion of Costs;
- Bidding/negotiation services;
- Pay application reviews;
- Change order reviews;
- Shop Drawing review;
- RFI's during bidding;
- Construction administration;
- Construction management;
- Dry utility coordination/design;
- NPDES monitoring/reporting;
- Loan draw certifications;
- Bonds and Bond Estimates;
- Record drawings/as-builts;
- Engineer Certifications;
- O&M/SWMP Manuals;

Stormwater Services

- Stormwater Management Plan;
- Stormwater Pollution Prevention Plan (SPPP) update or revision;
- Secondary containment designs;
- SCM design;
- Culvert design;
- Dam inspection, engineering, or analysis;
- Dam breach analysis;
- Flood studies, floodplain permitting or coordination with FEMA (such as for a LOMR-F, CLOMR/LOMR, etc.);
- Soil investigations (such as Seasonal high-water table determinations);
- Soil Media Mix Testing and Gradation Certification;
- Downstream impact analysis;
- Nutrient calculations;
- Peak flow analysis;
- SCM conversion;

- Permitting Services
- Building permits and associated work;
- Erosion Control permits;
- Water/Sewer permits;
- 401/404 permitting;
- Floodplain Development permit;
- NCDOT permitting;
- Sign permitting;

Landscape Architecture Services

- Landscape layout and design;
- Irrigation design;
- Hardscape design;
- Enhanced landscape design beyond minimum requirements;
- Entrance/signage feature design;
- Water feature and/or pool design;
- Renderings;
- Park improvements;
- Public art design or commissioning

Services by Others

- Geotechnical services;
- Architectural and MEP services;
- Structural Services;
- Arborist/Registered Forester Services;

Documents/Drawings

- Schematic Drawings as typically defined in the architectural industry;
- Conceptual Drawings;
- Sketch Plans;
- Site Plans;
- Construction Drawings;
- Technical specifications;
- Contract documents;
- Record (As-Built) Plans;
- Lot Matrix;

Design Services

- Detailed Builder focused lot fit matrix;
- Detailed lot grading;
- Off-site improvements;
- Offsite utility or road improvements;
- Pump Station design and permitting;
- Forcemain design and permitting;
- Reclaim waterline design;
- LEED certification coordination;
- Pavement design;
- Structural/foundation design;
- Greenway bridge design & permitting;
- Boardwalk design & permitting;
- Signal design;
- Dumpster enclosure details;
- Grease trap design;
- On-site water/sewer design;
- Equipment Selections/Design;
- Design associated with Amenity Site;
- Site Lighting is limited to fixture selection; electrical engineering not included;

Project Management

- Additional Meetings/Site Visits;
- Adjacent property owner discussions;
- Neighborhood meetings;
- Attendance at formal regulatory meetings unless noted above;

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project.

E. Client Responsibilities

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

1. General:

- a. Provide representative for communications and decisions;
- b. Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Client;
- c. Preferred media platforms for communications with the Client;
- d. Provide in writing, any information as to Client's requirements for design;
- e. Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
- f. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
- g. Examine all agreements, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
- h. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
- i. Attend Town or City meetings as required/needed;
- j. Provide access to property for Consultant and subconsultants;
- k. Discussions/negotiations with adjacent landowners;
- l. Acquire all off-site utility and/or construction easements required for this Project;
- m. Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant;
- n. All submittal, review, or permitting fees associated with the Project;
- o. Any legal representation requiring an attorney at law.

2. Construction Specific:

- a. Provide direction and payments to contractors;
- b. Coordination with contractor on scheduling or fulfillment of its responsibilities;

F. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum or with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this agreement; subsequent changes thereto may result in additional fees.

| Task No. | Task Name | Fee |
|--------------|-----------------------------------------------------------------|---------------------|
| 1 | Project Management | \$40,000.00 |
| 2 | Funding Administration | \$50,000.00 |
| 3 | Engineering Report | \$35,000.00 |
| 4 | Field Investigations (Survey, SUE, Geotechnical, Environmental) | \$149,000.00 |
| 5 | Design and Permitting | \$152,000.00 |
| 6 | Bidding Phase | \$32,000.00 |
| 7 | Construction Administration | \$60,000.00 |
| TOTAL | | \$518,000.00 |

- a. Consultant may alter the distribution of compensation between individual phases noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
- b. The Lump Sum includes compensation for Consultant's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and Consultant charges.
- c. Consultant will bill the Client for subcontract expenses based on the unit prices charged for each class of work that has been accepted plus 15%.
- d. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the percentage of the total services completed during the billing period.

2. Hourly Fee

Consultant proposes to provide the Scope of Services previously outlined on an hourly basis at the current rate with an estimated budget as described in the following table, plus expenses. Compensation shall not exceed the total estimated compensation amount unless approved in writing by Client.

| Task Number | Task Name | *Hourly Fee Budget |
|--------------|--------------------------|---------------------|
| 8 | Construction Observation | \$132,000.00 |
| TOTAL | | \$132,000.00 |

***These Tasks are presented as an hourly fee with a budget due to the difficulty in estimating the hours required to adequately perform the task(s).**

- a. Client shall pay Consultant for Basic Services by an amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Consultant's charges, if any.

- b. Consultant may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- c. The Standard Hourly Rates charged by Consultant constitute full and complete compensation for Consultant's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Consultant's Consultants' charges.
- d. Consultant'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 Consultant under the Agreement.
- e. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Consultant that the total compensation amount thus estimated will be exceeded, Consultant shall give Client written notice thereof, allowing Client to consider its options, including suspension or termination of Consultant 's services for Client 's convenience. Upon notice, Client and Consultant promptly shall review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate Consultant 's services for Client 's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Consultant, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend Consultant 's services during the negotiations and Consultant exceeds the estimated amount before Client and Consultant have agreed to an increase in the compensation due Consultant or a reduction in the remaining services, then Consultant shall be paid for all services rendered hereunder.

3. Fee Summary

| Task Number | Fee Type | Estimated Fee/Budget |
|--------------|----------|----------------------|
| 1-7 | Lump Sum | \$518,000.00 |
| 8 | Hourly | \$132,000.00 |
| TOTAL | | \$650,000.00 |

- a. The Client will pay Consultant for services and expenses in accordance with periodic invoices to Client a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to Client. Invoices are past due after 30 days. If the Project is reliant on State and/or Federal Funds, then the Client will pay Consultant for all invoices within three (3) banking days of receipt of those State or Federal Funds. The client is ultimately responsible for payment of all invoices with or without receipt of State or Federal Funds.

G. Acceptance

This agreement is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this agreement will serve as the written Agreement between WithersRavenel and Town of McAdenville. All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

ACCEPTED BY:

WITHERSRAVENEL

TOWN OF McADENVILLE

Signature

Signature

Chris Rosenboom, PE

Name

Name

Director of Utilities, Charlotte

Title

Title

Signature

Ken Orié, PE

Name

Practice Area Lead, Utilities

Title

PREAUDIT STATEMENT: *This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).*

Signature of Finance Officer: _____

Printed Name: _____

Date: _____

Attachments:

Exhibit A- Standard Terms & Conditions
Attachment A- ARPA Federal Contract Provisions
Attachment B- Debarment Status Certification
Attachment C- E-Verify Affidavit

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

16. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. **Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and

CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. **Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. **Construction Services:** If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. **Field Representative:** If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. **Submittals:** CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.

ATTACHMENT A

ARPA FEDERAL CONTRACT PROVISIONS

1. LEGAL REMEDIES PROVISION AND TERMINATION PROVISION

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Termination for Cause: Event of Default

- a. CLIENT may terminate contract with written notice of violation or breach of contract provided, however, that no such violation shall occur until the CLIENT has been given written notice of the breach and thirty (30) days to cure have elapsed.
- b. CLIENT may terminate contract for default in performance provided, however, that no such default shall occur until the CLIENT has been given written notice of the default and 30 days to cure have elapsed
- c. CLIENT may terminate contract for misrepresentation if any representation or warranty made by the CONSULTANT in connection with the Contract or any information, certificate, statement, or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.

Remedies: If an Event of Default shall occur, the CLIENT shall have the following rights and remedies, which are exercisable at the CLIENT's sole discretion, and are cumulative, concurrent, and independent rights

- a. In the event that the CLIENT finds that it is inadvisable or impossible to continue the execution of the project; or if CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement; or, if CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement; or if CONSULTANT becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the CLIENT has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing thirty days written notice to CONSULTANT of such termination and specifying the effective date of such termination; provided, however, that during such period of thirty (30) days CONSULTANT shall have the opportunity to remedy such failures or violations to avoid such termination.
- b. In the event of termination, as provided herein, CONSULTANT shall be paid for all services performed and actual expenses incurred up to the effective date of the termination of services and any fees or expenses post termination effective date that may be incurred associated with transitioning the work to the CLIENT or the CLIENT's affiliate.

2. CONFLICT OF INTEREST

(2 CFR Part §200.318 General Procurement Standards): Interest of Members, Officers, Or Employees Of The Recipient, Members Of Local Governing Body, Or Other Public Officials

No member, officer, or employee of the CLIENT, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The CLIENT and CONSULTANT shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

3. INTEREST OF CONSULTANT AND EMPLOYEES

The CONSULTANT covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder.

4. ACCESS TO RECORDS AND RECORD RETAINAGE CLAUSE

In general, all official project records and documents, including personal property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the CLIENT to assure proper accounting for all project funds, must be maintained during the operation of this project and for a period of three (3) years following close out in compliance with 2 CFR 200.334-338, unless permission to destroy them is granted by the CLIENT. The North Carolina Department of the Treasurer, the Comptroller General of the United States, and the North Carolina Department of Environmental Quality, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

5. PERSONNEL & SUBCONTRACTING

- A. The CONSULTANT represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the CLIENT.
- B. All of the services required hereunder will be performed by the CONSULTANT or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CLIENT.
- D. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. LOBBYING CLAUSE

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

As required by 31 U.S.C. Section 1352, Byrd Anti-Lobbying Amendment, Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

- (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, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee or 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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This 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.

8. AMERICAN RESCUE PLAN ACT (ARPA) CIVIL RIGHTS COMPLIANCE

(As stated in 'Compliance and Reporting Guidance, State & Local Fiscal Recovery Funds'; U.S. Department of The Treasury)

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

9. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(This space left intentionally blank)

ATTACHMENT B

DEBARMENT STATUS CERTIFICATION

This form must be attached and made a part of all contracts obligated by grantees and paid with federal funds.

By entering into this Agreement, the CONTRACTOR certifies that they nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12(a)(1), 2 CFR § 2424, 2 CFR § 180.220, and 40 U.S. Code § 3144, or if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1), 29 CFR §5.12, 2 CFR § 2424, 2 CFR § 180.220, and 40 U.S. Code § 3144, or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and 18 U.S.C. 1010.

CONTRACTOR INFORMATION

| | |
|-------------------------------------------------------------------------|-------------------------------------------------------------------|
| (Authorized Signature) Ken Orié, PE Practice Area Lead, Utilities | WithersRavenel, Inc (Name of Contractor) 115 MacKenan Drive |
| (Printed Name and Title) 9/20/2023 | (Street Address and/or PO Box) Cary, NC 27511 |
| (Date) Fed ID 56-1740520 / DUNS 604477039 | (City, State, Zip Code) |
| (DUNS, Tax Identification or Social Security Number) | |

FOR FUNDING RECIPIENT USE ONLY

The Federal List of Parties Excluded from Federal Procurement or Non-procurement Programs (www.sam.gov) and State of North Carolina Debarred Vendors List (<http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>) have been checked and the above contractor or subcontractor has been determined to be eligible to participate in a federally assisted project. Attached is the documentation proving eligibility (websites printout).

| | |
|----------------------------------|-------------------------|
| (Signature of Verifying Officer) | (Local Government Name) |
| (Printed Name and Title) | (Project Name) |
| (Date) | (Project Number) |

Federal Debarment Search

<https://sam.gov/content/home>



WITHERSRAVENEL, INC.

| | | |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|----------------------------------------------|
| Unique Entity ID SK8ECFTPUEH7 | CAGE / NCAGE 8T6L1 | Purpose of Registration All Awards |
| Registration Status Active Registration | Expiration Date Dec 5, 2023 | |
| Physical Address 115 Mackenan DR Cary, North Carolina 27511-7903 United States | Mailing Address 115 Mackenan DR Cary, North Carolina 27511-7903 United States | |

Business Information

| | | |
|----------------------------------------------------|---------------------------------------------------------------------------|--------------------------------------|
| Doing Business as (blank) | Division Name (blank) | Division Number (blank) |
| Congressional District North Carolina 04 | State / Country of Incorporation North Carolina / United States | URL www.withersravenel.com |

Registration Dates

| | | |
|---------------------------------------|---------------------------------------|--------------------------------------------------|
| Activation Date Dec 7, 2022 | Submission Date Dec 5, 2022 | Initial Registration Date Aug 21, 2020 |
|---------------------------------------|---------------------------------------|--------------------------------------------------|

Entity Dates

| | |
|------------------------------------------|---------------------------------------------|
| Entity Start Date Apr 23, 1991 | Fiscal Year End Close Date Dec 31 |
|------------------------------------------|---------------------------------------------|

Immediate Owner

| | |
|----------------------|-----------------------------------------------------------------------------------|
| CAGE 8PQT6 | Legal Business Name WITHERSRAVENEL, INC. EMPLOYEE STOCK OWNERSHIP TRUST |
|----------------------|-----------------------------------------------------------------------------------|

Highest Level Owner

| | |
|------------------------|---------------------------------------|
| CAGE (blank) | Legal Business Name (blank) |
|------------------------|---------------------------------------|

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types**Business Types**

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

Subchapter S Corporation

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

Yes

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

8T6L1

Points of Contact**Electronic Business**

ⓧ

Christopher C Bryant

115 Mackenan Drive

Cary, North Carolina 27511

United States

Government Business

ⓧ

Kerry T Colwell

115 Mackenan Drive

Cary, North Carolina 27511

United States

ATTACHMENT C

E-VERIFY AFFIDAVIT

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, C. CHAN BRYANT (the individual attesting below), being duly authorized by and on behalf of WithersRavenel (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES X, or
 - b. NO
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 5 day of January, 2023

Signature of Affiant: 

Print or Type Name: C. CHAN BRYANT

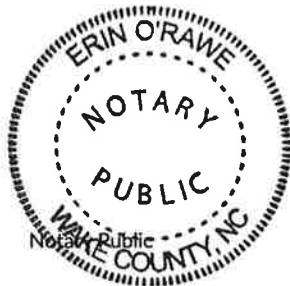
State of North Carolina County of Wake

Signed and sworn to (or affirmed) before me, this the 5

day of January, 2023

My Commission Expires:

10/18/26



(Affix Official/Notarial Seal)



CRAMERTON POLICE DEPARTMENT
MONTHLY REPORT: October, 2023

McADENVILLE CONTRACT

| | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTALS |
|----------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------|
| ARREST TOTALS | 0 | 0 | 1 | 2 | 2 | 1 | 2 | 3 | 0 | 0 | | | 11 |
| Adult | 0 | 0 | 1 | 2 | 2 | 1 | 2 | 3 | 0 | 0 | | | 11 |
| Juvenile | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0 |
| Felony | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | | | 2 |
| Misdemeanor | 0 | 0 | 1 | 0 | 2 | 1 | 1 | 3 | 0 | 0 | | | 8 |
| DWI ARRESTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0 |
| CALLS FOR SERVICE | 179 | 130 | 222 | 204 | 194 | 80 | 177 | 122 | 129 | 159 | | | 1596 |
| CASE TOTALS | 3 | 3 | 2 | 2 | 6 | 2 | 3 | 3 | 1 | 0 | | | 25 |
| Felony | 2 | 3 | 0 | 2 | 3 | 0 | 3 | 2 | 0 | 0 | | | 15 |
| Misdemeanor | 1 | 0 | 2 | 0 | 2 | 1 | 0 | 1 | 1 | 0 | | | 8 |
| DRUG INVESTIGATIONS | 0 | 2 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | | | 4 |
| TRAFFIC CITATIONS | 29 | 17 | 39 | 29 | 41 | 6 | 65 | 26 | 10 | 16 | | | 278 |
| License Vios. | 8 | 8 | 10 | 5 | 11 | 2 | 15 | 7 | 3 | 4 | | | 73 |
| Registration Vios. | 12 | 6 | 15 | 15 | 17 | 2 | 25 | 7 | 1 | 3 | | | 103 |
| Restraint Vios. | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 1 |
| Speeding Vios. | 7 | 3 | 10 | 9 | 13 | 2 | 23 | 11 | 5 | 8 | | | 91 |
| Sign/Signal Vios. | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | | | 3 |
| Other Traffic | 2 | 0 | 2 | 0 | 0 | 0 | 2 | 0 | 1 | 0 | | | 7 |
| TRAFFIC CRASHES | 1 | 4 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | | | 6 |
| Damage | 1 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | | | 4 |
| Injury | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 2 |