

**COLUMBUS COUNTY BOARD OF COMMISSIONERS****Monday, February 6, 2023****5:30 P.M. - PHOTOS****5:45 P.M. – Closed Session****6:30 P.M. – Regular Session**

The Honorable Columbus County Commissioners met on the above stated date and time at the Columbus County Commissioners Chamber, 127 West Webster Street, Whiteville, North Carolina 28472, for the purpose of conducting the Regular Session. The meeting was held on Monday, February 6<sup>th</sup>, 2023.

**COMMISSIONERS PRESENT:**

Ricky Bullard, **Chairman**  
 Lavern Coleman, **Vice Chairman**  
 Chris Smith  
 Giles E. Byrd  
 Brent Watts  
 Scott Floyd  
 Barbara Featherson

**APPOINTEES PRESENT:**

Eddie Madden, Jr., **County Manager**  
 Boyd Worley, **Board Attorney**  
 Amanda B. Prince, **Staff Attorney/Deputy Clerk**  
 Jana Nealey, **Clerk to the Board**

**Agenda Item # 1: MEETING CALLED to ORDER:**

At 5:45 P.M., Chairman Ricky Bullard called the Monday, February 6th, 2023 Columbus County Board of Commissioners Regular Session Meeting to order.

**RECESS REGULAR SESSION and enter CLOSED SESSION IN ACCORDANCE with N.C.G.S. § 143-318.11(A)(3) ATTORNEY-CLIENT PRIVILEGE:****Agenda Item # 2: CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11(A) (3) ATTORNEY-CLIENT PRIVILEGE****MOTION:**

At 5:46 P.M., Vice Chairman Coleman made a motion to recess Regular Session and enter into Closed Session in accordance with N.C.G.S § 143-318.11(A)(3) Attorney-Client privilege, seconded by Commissioner Smith. The motion unanimously passed.

**RECESS CLOSED SESSION and enter into REGULAR SESSION****MOTION:**

At 6:15 P.M., Commissioner Smith made a motion to recess Closed Session, seconded by Commissioner Watts. The motion unanimously passed.

**READING and APPROVAL of CLOSED SESSION GENERAL ACCOUNT:**

Board Attorney Worley gave a general account of the closed session stating that one matter of potential litigation and two matters of potential litigation were discussed.

**MOTION:**

At 6:16 P.M, Commissioner Byrd made a motion to accept the General Account, and seconded by Commissioner Smith. The motion unanimously passed.

**Regular Session begins at 6:30 P.M.****Agenda Items # 3: PUBLIC HEARING****Public Hearing - 6:30 P.M.- CDBG Neighborhood Revitalization Grant.**

The purpose of this hearing is to close out the CDBG Neighborhood Revitalization Grant. Tammy Jones, a representative from Adam's Company spoke of the 7 homes that were torn down and re-built with the funds from this grant.

**Agenda Items # 4 and # 5: INVOCATION and PLEDGE of ALLEGIANCE:**

The invocation was delivered by Commissioner Scott Floyd. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America which was led by Commissioner Byrd.

**Agenda Item # 6: APPROVAL of the BOARD MINUTES:**

A) January 17, 2023

**MOTION:**

Commissioner Floyd made a motion to approve the Board Minutes with a correction made on the header to include Commissioner Feathersen, seconded by Commissioner Feathersen. The motion unanimously passed.

**Agenda Item # 7: APPROVAL of the AGENDA and TAX REFUNDS and RELEASES:**

B) Tax Refunds and Releases

**MOTION:**

Commissioner Byrd made a motion to approve the Agenda, Tax Refunds and Releases, seconded by Commissioner Smith. The motion unanimously passed.

**Agenda Item # 8: PUBLIC INPUT**

**Columbus County Resident Wendy Garrell commented on the following:**

**Opioid Spending**

- **“Why is all of our money going to other counties instead of this county, people talk about how poor this county is but if they cared about this county they would do more about it” “Are we promised the 10 beds for people from this county? There are plenty of empty buildings and churches willing to help.**

**Response**

- **Chairman Ricky Bullard**
  - The 10 beds are promised to people from our county and it is an annual contract. Also, just to help you out with your questions, if I may Wendy, this is all new to us, and when it first started we did look within the county to see if we had available the caliber of treatment and space needed.
- **County Manager Edwin Madden Jr.**
  - There is not and has not been a facility in Columbus County available for potential patients. These 10 beds have been reserved at The Healing Place in Wilmington NC, just for Columbus County residents in need.
  - The facility in Wilmington has been overtaken by this program, Trillium, and from my understanding it was a 50-million-dollar project and our obligation is 65 dollars a day, at no cost to our residents. So it is the most inexpensive way we can help people at this time.
- **Board Attorney Boyd Worley**
  - There is a steering committee that works together on ideas throughout the process if you call tomorrow, we can get you that information on when they meet next and they would be able to help you and let you know how you could help.

**Columbus County Board of Commissioners**  
*(Public Address to the Board)*

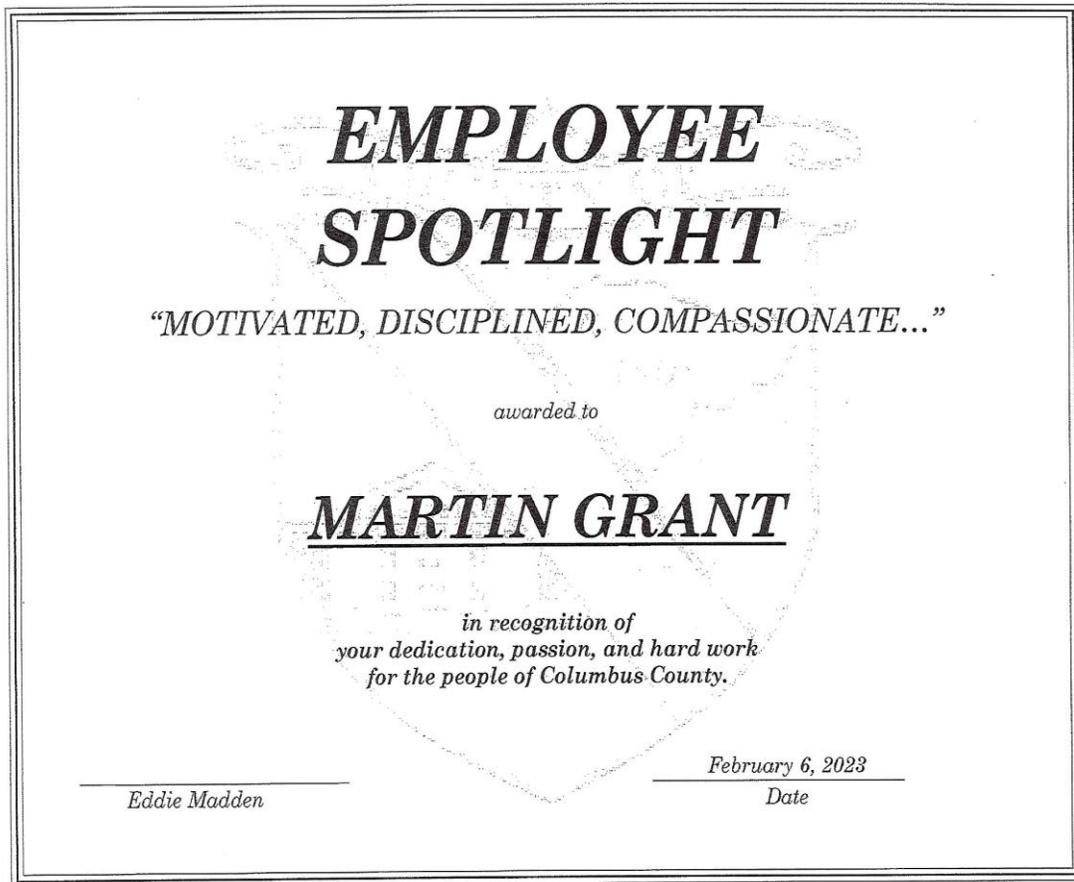
REQUEST #: <u>12</u> <small>(Leave this blank, Clerk will fill in)</small>	TIME REC'D: _____ P.M.	MEETING DATE: <u>2/6/2023</u>
NAME: <u>Wady N Muller</u>		
ADDRESS: <u>2562 New Britton Ave Whiteville NC 28472</u>		
TELEPHONE: <u>(910) 234-5452</u>		
TOPIC to be ADDRESSED: <u>Opioid Spending for our County</u>		
PERTINENT INFORMATION: _____		

NOTE: Thank you for taking the time to address the Board with your information and concerns. Please give this card to the Clerk before the commencement of the meeting. This will aid in a smooth and harmonious meeting, and, in addition, give more people the opportunity to speak.

Revised: 09-15-2008

**Agenda Item # 9: EMPLOYEE SPOTLIGHT**

County Manager Eddie Madden recognized MIS employee Martin Grant.



PUBLIC UTILITIES



TELEPHONEFAX  
910-642-2828/910-642-1041

November 29, 2022

Columbus County Human Resources  
c/o Kay Stephens  
127 West Webster Street  
Whiteville, NC 28472

Dear Mrs. Stephens,

I am writing this letter to nominate Martin Grant for the Employee of the Year award. He is a great employee, a huge asset to our department, and is deserving of this award and recognition.

Martin is the Utility System Operator for the Columbus County Public Utilities Department. He is directly responsible for duties including the logging of all the wells in the County, transporting state samples to the lab in Wilmington, completing work orders, and checking for leaks in the distribution system. In my years of experience in the Public Utilities Department, Martin's willingness to learn is unparalleled. He wants to learn every aspect of the department so that he can have a better understanding of how the system works. Martin consistently completes his daily work tasks with accuracy and efficiency. I don't know of anyone else more deserving than Martin.

Martin's customer service skills in the field are exemplary. He is very thorough with his work, and he always loves to help the general public in any way that he can. Although Martin is responsible for his own daily tasks, he can often be found assisting other coworkers with their tasks. Martin also has an ability to communicate effectively with all of his coworkers.

Despite the overwhelming amount of work that everyone has to do, Martin consistently finds ways to help his co-workers and the department as a whole. His willingness to assist others and his commitment to the Columbus County Public Utilities Department is unequalled.

It is with great pleasure that I respectfully submit this nomination for Martin to be recognized as the Columbus County Employee of the Year.

~~Signature~~  


Harold Nobles  
 Public Utilities Director

**Agenda Item # 10: PROCLAMATIONS – FAMILY’S FIRST APPROVAL FOR TEEN DATING VIOLENCE AWARENESS MONTH**

Proclamation and to declare February as Teen Dating Violence Awareness Month: Lucy Pope Byrd with Families First, Inc., is requesting Board approval

**MOTION:**

Commissioner Byrd made a motion to approve the Proclamation seconded by Commissioner Smith. The motion unanimously passed.

**TEEN DATING VIOLENCE AWARENESS MONTH**

**WHEREAS** one in three adolescents is a victim of physical, sexual, emotional, or verbal abuse from a dating partner; and

**WHEREAS** the effects of dating violence impact youth in all communities and cuts across economic, racial, gender, and societal barriers; and

**WHEREAS** respectful, supportive, and non-violent relationships are key to safety, health, and academic success; and

**WHEREAS**, by providing teens and young adults with education about healthy relationships and relationship skills, and by changing attitudes that support violence, we recognize that dating violence can be prevented; and

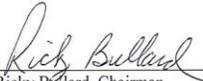
**WHEREAS**, family, friends, teachers, coaches, faith leaders, community members, and other important people in young peoples' lives have the power to influence youth in positive ways; and

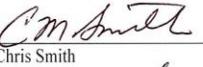
**WHEREAS**, last year Families First, Inc. provided healthy relationships presentations to approximately 700 teens and young adults; and

**WHEREAS**, we must work together to raise awareness and promote healthy dating relationships with activities and conversations about mutually respectful and non-violent relationships in our homes, schools, and communities.

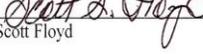
**NOW, THEREFORE**, Columbus County Board of Commissioners, do hereby proclaim February 2023 Teen Dating Violence Awareness Month throughout the county of Columbus and urge our community to work towards ending violence among teenagers.

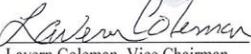
**Columbus County Board of Commissioners**

  
 Ricky Bullard, Chairman

  
 Chris Smith

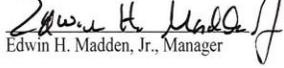
  
 Barbara Featherson

  
 Scott Floyd

  
 Lavern Coleman, Vice Chairman

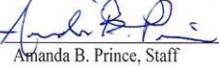
  
 Giles E. Byrd

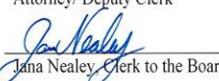
  
 Brent Watts

  
 Edwin H. Madden, Jr., Manager



  
 Boyd Worley, Board Attorney

  
 Amanda B. Prince, Staff Attorney/ Deputy Clerk

  
 Jana Nealey, Clerk to the Board

**Agenda Item # 11: ADMINISTRATION – APPROVAL to CLOSE OUT the 2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG):**

Assistant County Manager Gail Edwards is requesting approval to close out the Neighborhood Revitalization Grant. (A Representative from The Adams Company will be available to answer any questions

**MOTION:**

Commissioner Watts made a motion to approve to close out the CDBG Neighborhood Revitalization Grant, seconded by Vice Chairman Coleman. The motion unanimously passed.

**NORTH CAROLINA DEPARTMENT OF COMMERCE  
Rural Economic Development Division (REDD)  
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CLOSEOUT PERFORMANCE REPORT  
Cover Sheet**

**Grantee Name:** Columbus County      **Grant Number:** 18-C-3058

**Grantee Address:** 127 W. Webster St., Whiteville, NC 28472

1. Citizens' Written Comments. (Attach the following three items unless each item was previously submitted to REDD, in which case they may be incorporated by reference.)
  - a. A copy of each written citizen comment, which was received during the reporting period on the grantee's community development performance under this grant;
  - b. The grantee's assessment of the comment; and
  - c. A description of any action taken or to be taken in response to the comment as required by 4 NCAC 19L .1002.
2. The grantee's authorized official representative must certify the following:
  - a. To the best of his/her knowledge and belief, data in this report is true and correct;
  - b. The records described in 4 NCAC 19L .0911 are being maintained and will be made available upon request; and
  - c. In accordance with Section 101(c)(9) of the Housing and Community Development Act of 1974, the assistance made available under this CDBG grant is not substantially reducing, below the level of support prior to start-up of the CDBG grant reported here, the amount of local financial support for community development activities.

<u>Ricky Bullard</u>	<u>Chairman</u>
<small>Typed Name of Chief Elected Official/Authorized Representative</small>	<small>Title</small>
<small>Signature of Chief Elected Official/Authorized Representative</small>	<small>Date</small>

**Preparer Information**

**Name:** L. Ben Jones

**Address:** 708 Abner Phillips Rd., Warsaw, NC 28398

**Telephone Number:** 910-293-2770

**Email Address:** adamsco.ben@gmail.com



**Rural Economic Development Division (REDD)  
CDBG Closeout Forms**

<b>Grantee</b>	Columbus County
<b>Grantee Address</b>	127 W. Webster St., Whiteville, NC 28472
<b>Grant Number</b>	18-C-3058
<b>Project Name</b>	Columbus County 2019 CDBG-NR
<b>1st Project Number</b>	C-1
<b>2nd Project Number</b>	
<b>3rd Project Number</b>	
<b>Period</b>	Final Closeout
<b>Authorized Representative</b>	
<b>Name</b>	Ricky Bullard
<b>Title</b>	Chairman
<b>Preparer of Information</b>	
<b>Name</b>	L. Ben Jones
<b>Address</b>	708 Abner Phillips Rd., Warsaw, NC 28398
<b>Telephone Number</b>	910-293-2770
<b>Email Address</b>	adamsco.ben@gmail.com
<b>Property acquired with CDBG funds?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**PROPERTY DISPOSITION REPORT**

Property	(1) Description	(2) Date Acquired	(3) Acquisition Cost	(4) % CDBG Participation	(5) Current Use	(6) Proposed Use/Disposition
I. Real	N/A					
II. Nonexpenda ble Personal	N/A					
III. Expendable Personal	N/A					

**INSTRUCTIONS**

In accordance with Rule .909, Property Management, of NCAC 19L, recipients must account for the use and disposition of all property acquired in whole or part with CDBG funds.

- I. Real. Report all real property acquired in whole or in part with CDBG funds.
- II. Nonexpendable personal. Report only those items acquired in whole or in part with CDBG funds at unit acquisition cost of \$1,000 or more.
- III. Expendable personal. Report only of the residual inventory of such CDBG-financed property exceeds \$1,000 in total aggregate fair market value.
  - 1. Description. List each item and identification number (parcel, serial number, model, etc.).
  - 2. Date Acquired. Enter date purchased.
  - 3. Acquisition Cost. Enter original acquisition cost of each item.
  - 4. Percentage of CDBG Participation. Enter percentage.
  - 5. Current Use. Indicate in what matter the item is currently used.
  - 6. Proposed Use/Disposition. Indicate the proposed use of the item following closeout. If the item has been sold or purchased by the grantee, enter the amount of program income generated by the sale or purchase.

NORTH CAROLINA DEPARTMENT OF COMMERCE  
CDBG FINAL PERFORMANCE REPORT

GRANT NO. 18-C-3058

PROJECT NO. C-1 Period: Final Closeout

USE OF PROGRAM INCOME PAGE

1 Anticipated Program Income	2 Actual Program Income Received	3 Program Income Expended	4 Expended On Activity Name	5 Expended On Activity Code
0	0	N/A	N/A	N/A

Will grantee exceed \$25,000 in Program Income during the next 12 months? YES \_\_\_ NO X

What is the approximate date for exceeding \$25,000 in Program Income? N/A

Grantee	Columbus County	Activity Name	Administration
Grant Number	18-C-3058	Project:	Columbus County 2019 CDBG-NR
Acct Number	1060		C1
Activity Code	13		L1
Budgeted	\$75,000.00	Expended	\$75,000.00
			<b>Proposed</b>
			<b>Actual</b>
Linear Feet			
Properties			
Units, Dwelling		4	4
<b>Households by percentage of HUD Median Family Income Levels</b>			
Above Moderate Income Households > 80%			
Moderate Income Households 51-80%			
Low Income Households 30-50%		1	1
Very Low Income Households <30%		3	3
<b>Total Households</b>		<b>4</b>	<b>4</b>
<b>Persons by percentage of HUD Median Family Income Levels</b>			
Above Moderate Income Households > 80%			
Moderate Income Households 51-80%			
Low Income Households 30-50%		1	1
Very Low Income Households <30%		3	3
<b>Total Persons</b>		<b>4</b>	<b>4</b>
Jobs			
Micro Enterprise			
Female Head of Household		3	3
<b>Hispanic</b>			
American Indian or Alaska Native			
Asian			
Black or African American			
Native Hawaiian or Other Pacific Islander			
White			
American Indian or Alaska Native & White			
Asian & White			
Black or African American & White			
American Indian or Alaska Native & Black or African American			
Other Multi-Racial			
<b>Non-Hispanic</b>			
American Indian or Alaska native			
Asian			
Black or African American		3	3
Native Hawaiian or Other Pacific Islander			
White		1	1
American Indian or Alaska Native & White			
Asian & White			
Black or African American & White			
American Indian or Alaska Native & Black or African American			
Other Multi-Racial			

Grantee	Columbus County	Activity Name	Rehabilitation, Private
Grant Number	18-C-3058	Project:	Columbus County 2019 CDBG-NR
Acct Number	1042		C1
Activity Code	9A		L1
Budgeted	\$675,000.00	Expended	\$675,000.00

	Proposed	Actual
Linear Feet		
Properties		
Units, Dwelling	4	4
<b>Households by percentage of HUD Median Family Income Levels</b>		
Above Moderate Income Households > 80%		
Moderate Income Households 51-80%		
Low Income Households 30-50%	1	1
Very Low Income Households <30%	3	3
<b>Total Households</b>	<b>4</b>	<b>4</b>
<b>Persons by percentage of HUD Median Family Income Levels</b>		
Above Moderate Income Households > 80%		
Moderate Income Households 51-80%		
Low Income Households 30-50%	1	1
Very Low Income Households <30%	3	3
<b>Total Persons</b>	<b>4</b>	<b>4</b>
Jobs		
Micro Enterprise		
Female Head of Household	3	3
<b>Hispanic</b>		
American Indian or Alaska Native		
Asian		
Black or African American		
Native Hawaiian or Other Pacific Islander		
White		
American Indian or Alaska Native & White		
Asian & White		
Black or African American & White		
American Indian or Alaska Native & Black or African American		
Other Multi-Racial		
<b>Non-Hispanic</b>		
American Indian or Alaska native		
Asian		
Black or African American	3	3
Native Hawaiian or Other Pacific Islander		
White	1	1
American Indian or Alaska Native & White		
Asian & White		
Black or African American & White		
American Indian or Alaska Native & Black or African American		
Other Multi-Racial		

**INSTRUCTIONS FOR PREPARING CERTIFICATION OF COMPLETION**

Prepare original and one copy with original signatures. (A separate page 1 must be completed for each project). All dollar amounts, which are entered on this form, must be shown to two places past the decimal. Example: \$25,000.00.

**Sections 1 - 4** will autofill from information entered on cover sheet and closeout data entry sheet

**Section 5. Final Statement of Cost:**

**Column (b)**

Lines a through j, l and m—will autofill from information entered on activity tabs

Line k, n, and p—will automatically total

Line o - Enter the amount of program income to be applied to the payment of unpaid program costs.

**Column (c)**

Line a through j, l and m—For each applicable program activity category listed, enter unpaid costs chargeable to the approved grant amount or to the program income and claimed as eligible for inclusion in the total program costs. Unpaid costs are firmly determined costs for which payment has not as yet been made (i.e., accounts payable and relocation payments owed in the future). Do not include amounts budgeted for unsettled third-party claims.

Line k, n, and p—will automatically total

Line o—Enter the amount of program income to be applied to the payment of unpaid program costs.

**Column (d)**—will automatically total

**Column (e)**—For REDD use only.

**Section 6. Computation of Grant Balance**

**Column (b)**

Line 1—will autofill from Line p, Column (d).

Line 2—Enter the amount budgeted for unsettled third-party claims against the recipient's grant.

Unsettled third-party Claims are liabilities that are contingent on the outcome of disputes involving the recipient and third-parties. This amount shall not be included in Section C.

Line 3—will autofill the sum of lines 1 and 2.

Line 4—Enter the sum of the grant amounts shown on REDD Funding Approval Form.

Line 5—will autofill line 4 minus line 3

Line 6—Enter the amount of grant funds received to date.

Line 7—will autofill line 3 minus line 6

**Column (c)** For REDD use only.

**Section 7. Program Income**

(a) Enter the amount of program income on hand at the present time.

(b) Enter the amount of program income that you expect to receive in the future as a result of this grant.

(c) If program income is on hand or if it is anticipated, describe how you intend to spend it.

**Section 8. Unpaid Costs and unsettled Third-Party Claims**

List any unpaid costs and unsettled third-party claims, and describe the circumstances and amounts involved.

The total amount of unpaid costs described must equal the amount shown on Line n, Column (c), and the total amount of unsettled third-party claims described must equal the amount shown on Line 2, Column (b) of

Section 6.

**Section 9. Remarks – For REDD use only.**

**Section 10. Certification of Recipient – Self explanatory.**

**Section 11. DCA Approval- For REDD use only.**



7. Program Income	
a) Amount of existing program income:	\$0.00
b) Amount of anticipated program income:	\$0.00
c) If program income exists or is anticipated, describe the proposed application(s):	

8. Unpaid Costs and Unsettled Third Party Claims	
Are there any unpaid costs or unsettled third party claims against the recipient's grant? Type "yes" or "no." <span style="float: right;">No</span>	
If yes, in the box below describe the circumstances and amounts involved.	

9. Remarks (For REDD Use Only)	
<input type="checkbox"/>	Please note that all financial records, supporting documents and other records pertinent to the community development program must be retained for a minimum of five (5) years from the date of this letter.
<input type="checkbox"/>	This grant is closed pending receipt and approval of your final audit by the Rural Economic Development Division (REDD).
<input type="checkbox"/>	Town
<input type="checkbox"/>	City
<input type="checkbox"/>	County

10. Certification of Recipient		
It is hereby certified that all activities undertaken by the Recipient with funds provided under the grant agreement identified on page 1 hereof, have, to the best of my knowledge, been carried out in accordance with the grant agreement; that proper provisions have been made by the Recipient for the payment of all unpaid costs and unsettled third party claims identified on page 1 hereof; that the State of North Carolina is under no obligation to make any further payment to the Recipient under the grant agreement in excess of the amount identified on Line 7 hereof; and that every other statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.		
Date	Typed Name and Title of Recipient's Authorized Representative	Signature of Recipient's Authorized Representative
	Ricky Bullard <small>(Name)</small>	√ _____
	Chairman <small>(Title)</small>	

11. DOC Approval		
This Certification of Completion is hereby approved. Therefore, I authorize cancellation of the unutilized contract commitment and related funds reservation and obligation of \$ _____, less \$ _____ previously authorized for cancellation (from Section 6, line 6, page 1).		
Date	Typed Name and Title of DOC Authorized Representative	Signature of DOC's Authorized Representative
	Valerie Fegans Director	√ _____

**Agenda Item # 12: EMERGENCY SERVICES – EQUIPMENT PURCHASE:**

Assistant County Manager Nick West is requesting approval to purchase the equipment to furnish the Employee Health and Wellness Center and the Emergency Operations Center.

**MOTION:**

Commissioner Watts made a motion to approve the EMS equipment purchase, seconded by Commissioner Smith. The motion unanimously passed.

**Estimate**

Promaxima Manufacturing, LLC  
 5310 Ashbrook Drive  
 Houston TX 77081  
 USA Phone: 713-667-9606



**Tax ID:** 76-0578028  
**Customer No:** 15783  
**Estimate No:** 610630  
**Salesperson:** COLLINS, BARRETT

**Bill To:**

Columbus County  
 ATTN: Nick West  
 Health & Wellness Center  
 Whiteville NC 28472  
 Phone: 910.640.6630 x 231  
 Email: rnwest@columbusco.org

**Ship To:**

Columbus County  
 ATTN: Nick West  
 Health & Wellness Center  
 Whiteville NC 28472  
 Phone: 910.640.7547  
 Email: rnwest@columbusco.org

Cust PO	FOB	Terms	Date Order	Requested Delivery
		Net 30	11/30/2022	
Freight quotes valid for 30 days				
			<b>Prepaid:</b>	0.00
			<b>Total Amount:</b>	68,045.17

**Estimate**

Promaxima Manufacturing, LLC  
 5310 Ashbrook Drive  
 Houston TX 77081  
 USA Phone: 713-667-9606



**Tax ID:** 76-0578028  
**Customer No:** 15783  
**Estimate No:** 610630  
**Salesperson:** COLLINS, BARRETT

**Bill To:**

Columbus County  
 ATTN: Nick West  
 Health & Wellness Center  
 Whiteville NC 28472  
 Phone: 910.640.6630 x 231  
 Email: mnwest@columbusco.org

**Ship To:**

Columbus County  
 ATTN: Nick West  
 Health & Wellness Center  
 Whiteville NC 28472  
 Phone: 910.640.7547  
 Email: mnwest@columbusco.org

Cust PO	FOB	Terms	Date Order	Requested Delivery
		Net 30	11/30/2022	

Line No.	Qty	Item	Description	Unit Price	Net Amount
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Shipping Quotes are Valid for 30 Days

Frame: Navy Blue [PFK60558]  
 Upholstery: Platinum [8567]  
 Slipcover: Black [8540]

Delivery Via 75' Promaxima Owned & Operated Semi

Professional install includes assembly of all equipment on this order and inspection for proper functionality. Promaxima is not responsible for mounting any equipment to the wall or floor. Based on ground floor with no stairs

1	2	CV-S24T	Stex S24 Treadmill	4,495.00	8,990.00
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Full Commercial Treadmill: 5.5 hp. Commercial AC Continuous Duty Motor, Maintenance Free Brushless Motor, 22" x 64" 4 Ply Self-Lubricating Running Belt, 500lbs User Weight Capacity, Speed .5 to 15.5 MPH, 0 to 20% Elevation, Shock AbsorptionDeck System, 26 Programs, I Pod Compatible, Polar Contact Heart Rate & Polar Receiver, CSAFE Port, Gerkin Protocol, Army PFT, Marine PFT, Air ForcePFT, Fit Test, Warranty: 7 Years On Frame, 5 Years On Motor, 2 Years On Mechanical And Electronic Parts, 2 year Display, 90 Days On High Wear Items, Requires a 110 Volt, 20 AMP Dedicated Circuit.

2	1	CV-S25E	S25E Commercial Elliptical	3,699.00	3,699.00
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S25E Full Commercial Elliptical Cross Trainer: Self Powered Automotive Alternator System, "BioStride" Which Provides A Smooth Natural Free Workout For All Major Muscle Groups Without Any Stress To The Ankles, Knees, Hips And Back Joints; 6 - LinkageSealed Bearing Tracking System; 16 Programs, 25Resistance Levels, I Pod Compatible, Dual Polar Contact Heart Rate & Polar Receiver, 400 lb. User Weight, Cup Holder, Reading Rack, Accessory Tray, Gerkin Protocol, Army PFT, Marine PFT, Air Force PFT, Fit Test, Warranty: 7 Years Frame, 5 Years Alternator, 2 Years On Mechanical and Electronic Parts, 2 Year Display, 90 Days High Wear Items (with 77340 Console)

3	1	CV-S25R	S25R Full Commercial Recumbent	2,799.00	2,799.00
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**Estimate**

Promaxima Manufacturing, LLC  
 5310 Ashbrook Drive  
 Houston TX 77081  
 USA Phone: 713-667-9606



**Tax ID:** 76-0578028  
**Customer No:** 15783  
**Estimate No:** 610630  
**Salesperson:** COLLINS, BARRETT

**Bill To:**  
 Columbus County  
 ATTN: Nick West  
 Health & Wellness Center  
 Whiteville NC 28472  
 Phone: 910.640.6630 x 231  
 Email: rnwest@columbusco.org

**Ship To:**  
 Columbus County  
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Cust PO	FOB	Terms	Date Order	Requested Delivery
		Net 30	11/30/2022	

Line No.	Qty	Item	Description	Unit Price	Net Amount
			S25R Full Commercial Recumbent Bike: Step-ThroughDesign Frame, Self Powered Automotive Alternator System Insures A Smooth And Quiet Workout; Easily Adjustable Seat Allows User To Choose From 12 Comfortable Settings Quickly, 16 Programs, 25 Resistance Levels, 400 lb. User Weight, Contact Heart Rateand Polar Receiver; I POD Connectivity, Gerkin Protocol, Army PFT, Marine PFT, Air Force PFT, Fit Test, Cup Holder, Reading Rack, Accessory Tray, Warranty: 7 Years On Frame, 5 Years On Alternator, 2 Years On Mechanical And Electronic Parts, 2 Year On Display. 90 Days On High Wear Items. (with 77350 Console)		
4	1	CM-335	Dual Adjustable Pulley System:	2,679.00	2,679.00
			Dual Adjustable Pulley System: 2 - 225 lb. WeightStack With Enclosed Weight Shields: 11 Different Pulley Adjustments On Each Column, Allows 1 or 2Users, Over 35 Total Body Exercises, Unit Comes With an Accessory Holder,Includes A Pro Straight Rotating Bar For Squats And Arm Curls, 2 - Patented Trak Sport Handles		
5	1	CV-SM5	Stepmill SM5	3,995.00	3,995.00
			ProMaxima Centurion StepMill Full Commercial - Non-Slip, 8" Fixed Step, Revolving Stairs, Speed Adjustable Floors Per Minute, Ergonomically Designed Handrails, Cup Holders And Accessory Tray, USB Charging, Polar Telemetry Heart Rate System,Easy To Read LCD Display Console, Display Readout: Calories, Levels 1-20, Floors Per Minute, Floors Climbed, Watts, METs And Workout Profile, Quick Start Standard, Fire Fighters WFI Test program, CPAT Test Program, 13 Total Workout Programs, Max User Weight: 350Lbs. Minimum User Weight 150 lbs. Minimum Ceiling Height Requirement - 9Ft.		
6	1	P-1350	Raptor Multi Chest Press, Incl	2,199.00	2,199.00
			Raptor Multi Chest Press, Incline Press. ShoulderPress 225 lb. Weight Stack With Weight Shroud		
7	1	P-1100	Raptor Rear Deltoid / Pectoral	2,089.00	2,089.00
			Raptor Rear Deltoid / Pectoral Fly, 225 lb. Weight Stack With Weight Shrouds		
8	1	P-4350	Raptor Combo Hi Lat/Seated Cable Low Row	2,199.00	2,199.00
			Raptor Combo Hi Lat / Seated Cable Low Row 225 lb. Weight Stack		
9	1	P-5500	Raptor Dual Leg Extension / Se	2,199.00	2,199.00



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Cust PO	FOB	Terms	Date Order	Requested Delivery
		Net 30	11/30/2022	

Line No.	Qty	Item	Description	Unit Price	Net Amount
			Raptor Dual Leg Extension / Seated Leg Curl 225 lb. Weight Stack With Weight Shrouds		
10	1	P-5600	Raptor 30 Degree Angled Leg Pr	2,199.00	2,199.00
			Raptor 30 Degree Angled Leg Press/Calf 400lbs Weight Stack With Weight Shrouds		
11	1	CV-1300	Air Rower	995.00	995.00
			ProMaxima Club Rower, Chain Driven, 500 lb. Max User Weight.		
12	1	CV-SRA800	Dual Action Air Bike	995.00	995.00
			Dual Action Total Body Work Out. 7" LCD Monitor, Tracks Time, Distance, Speed, Calories, Watts And Heart Rate. Heavy Duty 24" Fan. Sealed Arm Bearings. 2 Way Adjustable Seat To Accommodate All User Sizes. 400lb. User Weight.		
14	1	PLR-505A	Raptor 3 Tier Dumbbell Rack 9'	575.00	575.00
			Raptor 3 Tier Dumbbell Rack With Out Saddles - 9' Long Hold 5 to 100 lbs.		
15	1	HEXR-SET	5-100LB Set Hex Rubber Dumbbells 2100 lb	3,045.00	3,045.00
			5 lb. to 100 lb. Set/ #5 Increments Hex Rubber Dumbbell Set-20 Pairs (2,100 lbs Total Weight)		
17	5	AC-HYMAT	Hanging Yoga Mat, Black with G	24.95	124.75
			Hanging Yoga Mat, Black with Grommets		
18	1	AC-HYMATRACK	Hanging Yoga Mat Rack	25.00	25.00
			Hanging Yoga Mat Rack, 74611, holds up to 10 hanging mats		
19	1	EQUALIZER # 2	Multi Cross Training Rig	2,999.00	2,999.00



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Cust PO	FOB	Terms	Date Order	Requested Delivery
		Net 30	11/30/2022	

Line No.	Qty	Item	Description	Unit Price	Net Amount
Equalizer 2 Multi Cross Training Rig With Medicine Ball Rebounder, Heavy Bag Arm, Dip Station, Single Leg Squat, Kettle Bell and Medicine Ball Storage Shelf, Rope Cleat, Chin Up Station, TRX Hook Up Bar, And AccessoryStorage.					
20	1	AC-100LB.BAG	100LB. Heavy Bag, Item# 4000	149.00	149.00
			100LB. Heavy Bag, Item# 4000		
21	1	50423	Bolt On Land Mine	55.00	55.00
			Bolt On Land Mine		
22	2	ACST-XTREME	ST-Extreme Suspension Training	125.00	250.00
			ST-Extreme Suspension Training Kit, With English & Spanish Owners Manual and Carry bag.		
23	2	LIFT EX LOW	41" Band #1, 1/2" Red Ex Low Resistance	5.95	11.90
			41" Band #1, 1/2" Red Ex Low Resistance **Each**		
24	2	LIFT LOW	41" Band #2, 13/16" Purple Low Resistanc	8.95	17.90
			41" Band #2, 13/16 Purple Low Resistance		
25	2	LIFT MEDIUM	41" Band #3, 1 1/8" Green Med Resistance	10.95	21.90
			41" Band #3, 1 1/8" Green Med Resistance **Each**		
26	2	LIFT HEAVY	41" Band #4, 1 3/4" Blue Hvy Resistance	16.95	33.90
			41" Band #4, 1 3/4" Blue Hvy Resistance **Each**		
27	2	LIFT LARGE	41" Band #5, 2 1/2" Black Lrg Resistance	20.95	41.90
			41" Band #5, 2 1/2" Black Lrg Resistance **Each**		

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Cust PO	FOB	Terms	Date Order	Requested Delivery	
		Net 30	11/30/2022		
Line No.	Qty	Item	Description	Unit Price	Net Amount
28	1	AC-CR1.5NROPE30	1.5" x 30' Nylon Undulation Ro	154.95	154.95
			1.5" x 30' Nylon Undulation Rope, Black		
32	1	EMBROID SET UP	Embroidery Set Up Fee	75.00	75.00
34	2	FW-150U	Deluxe Adjustable Bench W/ Wheels	525.00	1,050.00
			Deluxe Adjustable Workout Bench. 0 to 90 Degrees. No Pop Pins. Foot Lever Back Pad Adjustment. Seat Lock Out Adjustment System. Wheel Mounted For Easy Movement. Upright Vertical Bench Storage		
35	1	PLR-600	Flat Work Bench With Wheels 2"	219.00	219.00
			Flat Work Bench With Wheels 2" x 3" Steel Tubing To Enhance Durability		
36	1	PLR-700	Adjustable Decline Bench	365.00	365.00
			Adjustable Decline Bench		
37	1	KETTLE BPRO 010	10lb Rubber Encased Kettle Bel	23.00	23.00
			10lb Rubber Encased Kettle Bell With Chrome Handle		
38	1	KETTLE BPRO 015	15lb Rubber Encased Kettle Bel	34.50	34.50
			15lb Rubber Encased Kettle Bell With Chrome Handle		
39	1	KETTLE BPRO 020	20lb Rubber Encased Kettle Bel	46.00	46.00
			20lb Rubber Encased Kettle Bell With Chrome Handle		
40	1	KETTLE BPRO 025	25lb Rubber Encased Kettle Bel	57.50	57.50
			25lb Rubber Encased Kettle Bell With Chrome Handle		

**Estimate**

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 Houston TX 77081  
 USA Phone: 713-667-9606



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 Whiteville NC 28472  
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 Email: rnwest@columbusco.org

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 Phone: 910.640.7547  
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Cust PO	FOB	Terms	Date Order	Requested Delivery	
		Net 30	11/30/2022		
Line No.	Qty	Item	Description	Unit Price	Net Amount
41	1	KETTLE BPRO 035	35lb Rubber Encased Kettle Bel 35lb Rubber Encased Kettle Bell With Chrome Handle	80.50	80.50
42	1	KETTLE BPRO 045	45lb Rubber Encased Kettle Bel 45lb Rubber Encased Kettle Bell With Chrome Handle	103.50	103.50
43	1	KETTLE BPRO 055	55lb Rubber Encased Kettle Bel 55lb Rubber Encased Kettle Bell With Chrome Handle	126.50	126.50
44	1	KETTLE BPRO 070	70lb Rubber Encased Kettle Bel 70lb Rubber Encased Kettle Bell With Chrome Handle	161.00	161.00
45	1	STR-FRAME4	STR Mobile Storage Rack, Uprights	245.00	245.00
46	2	STR-1	Angled Flat Storage Shelf	89.00	178.00
47	1	STR-2	STR-2 Bumper/Weight Plate Shelf	325.00	325.00
48	1	STR-3	STR-3 Cross Bar shelf for Medicine Ball	89.00	89.00
49	1	PL-370	Pro Full Power Rack 3" x 3" 7 Pro Full Power Rack 3" x 3" 7 Gauge Steel DoubleNotched Uprights 1- 6' x 8' Solid Oak Center Platform With Oak Insert, 2 - Heavy Duty Weight Bar Hooks, 2 - Adjustable Safety Catch Arms, Weight Plate Holders, 1 PL-301 Chin Up Station.	2,775.00	2,775.00
50	3	BAROLY2000CW/O	Chrome Olympic NB 2000Lb Test Bar Chrome Olympic 2000Lb Test Bar Without Center Knurling, Needle Bearing	299.00	897.00
51	4	EZR-05	Olympic Rubber Grip Plates 5lb	7.25	29.00

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Cust PO	FOB	Terms	Date Order	Requested Delivery
		Net 30	11/30/2022	

Line No.	Qty	Item	Description	Unit Price	Net Amount
			Olympic Rubber Grip Plates 5lbs		
52	4	EZR-02.5	Olympic Rubber Grip Plates 2.5lb	3.62	14.50
			Olympic Rubber Grip Plates 2.5lbs		
53	6	BUMHI-10LB	10lb Solid Rubber Bumper Plate	30.00	180.00
			10lb Solid Rubber Bumper Plate- (Black) Each, Stainless Steel Insert, 1 year warranty with standard use		
54	6	BUMHI-15LB.	15lb Solid Rubber Bumper Plate	35.00	210.00
			15lb Solid Rubber Bumper Plate With Stainless Steel Insert -(Black) Each, 1 year warranty with standard use		
55	6	BUMHI-25LB	25lb Solid Rubber Bumper Plate	45.00	270.00
			25lb Solid Rubber Bumper Plate With Stainless Steel Insert -(Black) Each, 2 year warranty with standard use		
56	6	BUMHI-35LB	35lb Solid Rubber Bumper Plate	55.00	330.00
			35lb Solid Rubber Bumper Plate With Stainless Steel Insert - (Black) Each, 2 year warranty with standard use		
57	6	BUMHI-45LB	45lb Solid Rubber Bumper Plate	70.00	420.00
			45lb Solid Rubber Bumper Plate With Stainless Steel Insert-(Black) Each, 2 year warranty with standard use		
58	3	AC-LOCKJAWP	Pro Lock Jaw Collar (PAIR)	36.95	110.85
			Pro Lock Jaw Collar (PAIR)		
59	6	AC-SLIPCOVER	Slip Cover For Benches With Logo	40.00	240.00
			Slip Cover For Benches With Logos		

**Estimate**

Promaxima Manufacturing, LLC  
 5310 Ashbrook Drive  
 Houston TX 77081  
 USA Phone: 713-667-9606



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 Phone: 910.640.6630 x 231  
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**Ship To:**

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 Health & Wellness Center  
 Whiteville NC 28472  
 Phone: 910.640.7547  
 Email: mnwest@columbusco.org

Cust PO	FOB	Terms	Date Order	Requested Delivery	
		Net 30	11/30/2022		
Line No.	Qty	Item	Description	Unit Price	Net Amount
60	1	CSTM-POWD	Custom Powder Coating	450.00	450.00
			Custom Powder Coating		
61	1	AC-SSELITE	Smart Elite Storage Functional Rack	1,999.00	1,999.00
66	1	SB-20	20lb Slam Ball	37.50	37.50
			20lb Slam Ball		
67	1	SB-25	25lb Slam Ball	40.00	40.00
			25lb Slam Ball		
68	1	SB-30	30lb Slam Ball	45.00	45.00
			30lb Slam Ball		
69	1	SB-35	35lb Slam Ball	50.00	50.00
			35lb Slam Ball		
70	1	PLR-776	Glute Ham Developer With Adjus	799.00	799.00
			Glute Ham Developer With Adjustable Linear Bearing Footplate System And Half Moon Slip Thigh Pad		
71	1	11129	3 in 1 Foam Plyobox, 20" x 24"	275.00	275.00
			3 in 1 Foam Plyobox, 20" x 24" x 30"		
72	1	FREIGHT		5,400.00	5,400.00
73	1	INSTALLATION		3,450.00	3,450.00

Thank you for doing business with Promaxima!  
 Credit Card Orders subject to 2.5% Transaction fee

**Sale Amount:** 63,742.55  
**Sales Tax:** 4,302.62



NextWaveTEK, LLC  
500 Vercelli Drive  
Clayton, NC 27527

910-409-7731  
www.NextWaveTEK.com

Quote Number: NWT-020123-1066

Customer: Columbus County Emergency Services  
Customer Contact: Nick West  
Email: [nwest@columbusco.org](mailto:nwest@columbusco.org)

Ship To:

Bill To:

Part Number	Description	Qty	Unit Price	Extended Price
	2 Main Rooms			
NWT-KD-IP922DEC	Enterprise AV over IP Decoder	10	\$ 750.00	\$ 7,500.00
NWT-KD-IP922ENC	Enterprise AV over IP Encoder	11	\$ 810.00	\$ 8,910.00
NWT-MC1000	Master Controller for Compass Control	1	\$ 780.00	\$ 780.00
NWT-KD-ProCL1	Enterprise Software License for Compass Control	2	\$ 300.00	\$ 600.00
NWT-24-PORT-SWITCH	24 Port Gigabit PoE+ Full Power Managed Ethernet Switch	1	\$ 1,126.90	\$ 1,126.90
CDS-NIO55-NDS-S10	Nio 5510 - 55" Non Interactive Digital Signage - UHD - Android 8.0 with Collage and Command - wifi and mount included	2	\$ 1,374.25	\$ 2,748.50
CDS-NIO75-NDS-S10	Nio 5510 - 75" Non Interactive Digital Signage - UHD - Android 11.0 with Collage and Command - wifi and mount included	6	\$ 1,749.25	\$ 10,495.50
CTI-6086K+UH20	86" K+ Panel/UHD/20pt Touch/IR with WIFI Module and Fixed Wall Mount	2	\$ 5,014.41	\$ 10,028.82
CTI-PCMOD-PC65-ST	PC Module - No Operating System (i5 Six Core / 8GB DDR4 / 256GB SSD / Ultra HD)	2	\$ 854.10	\$ 1,708.20
CTS-HC100-UHDA	Huddle Camera - All-in-one Video Conferencing Camera with 4K Camera, Beam-forming Mic Array, and Audio Soundbar. 2 Yr. Limited Warranty (The 120° wide-angle 4K camera ensures every student or colleague can be simultaneously seen on-screen. Seamlessly communicate with 5X zoom and AI auto tracking and following.)	2	\$ 674.10	\$ 1,348.20
NWT-TRI-POD	Tripod for the Clear Touch Huddle Cam	2	\$ 75.00	\$ 150.00
NWT-MISC-HARDWARE	Mounting brackets, Cable Plates, Pass Through Connectors and misc hardware.	1	\$ 815.35	\$ 815.35
NWT-CAT6-200	200 feet of CAT6 Cable	6	\$ 49.84	\$ 299.04
NWT-HDMI-3	3 feet of HDMI cable	14	\$ 15.00	\$ 210.00
NWT-iPad-PRO	Apple 10.2-inch iPad (Wi-Fi, 64GB) - Space Gray	2	\$ 375.00	\$ 750.00
NWT-IPAD-TBL-TOP	Table top charging system	2	\$ 960.00	\$ 1,920.00
	NextWaveTEK On-Site Engineering Services			
NWT-LAB3	Shipping, onsite installation, configuration setup and testing along with an orientation session with a certified trainer	1	\$ 7,165.00	\$ 7,165.00
				\$ 56,555.51

All Quotes are Confidential and for the benefit of NextWaveTEK, LLC. Standard Terms & Conditions apply. Net 30 day payment terms are extended. Shipping is FOB NextWaveTEK, LLC.  
Please email purchase orders to [smuirhead@NextWaveTEK.com](mailto:smuirhead@NextWaveTEK.com)

**Agenda Item # 13: ENVIRONMENTAL HEALTH SERVICES - APPROVAL of NEW EMPLOYEE for ENVIRONMENTAL HEALTH**

Health Director Kim Smith is requesting approval for a new processing assistant.

**MOTION:**

Vice Chairman Coleman made a motion to approve the new processing assistant position, seconded by Commissioner Featherson. The motion unanimously passed.

**COLUMBUS COUNTY HEALTH DEPARTMENT  
PO Box 810 304 JEFFERSON STREET  
WHITEVILLE, NC 28472  
910-640-6615**

**Position:** Processing Assistant III / Environmental Health

**Salary:** Grade 57 – Hiring \$24,868.00  
Minimum \$26,111.00 – Max \$37,300.00

**Date :**

**ESSENTIAL DUTIES AND TASKS.**

This position requires knowledge of environmental health rules, especially, onsite wastewater rules and knowledge of local ordinances. This position also requires maintaining efficiency of our new networking computers.

Employee is required to provide clerical support for the environmental health program. Responsible for all day to day office functions, filing and retrieval of documents, client advisement (both over the phone and in person), completing permit applications, assessing needs, ordering supplies, relaying messages to other staff. Must be knowledgeable in zoning and local ordinances during client interaction.

**MINIMUM TRAINING AND EXPERIENCE**

Graduation from high school and demonstrated possession of knowledges, skills and abilities gained through at least one year of office assistant/secretarial experience; or an equivalent combination of training and experience. The ideal candidate will be bilingual in Spanish and English.

**COLUMBUS COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER**

**Agenda Item # 14: APPROVAL of INSPECTIONS DEPARTMENT REFUND POLICY**

Inspections Director Kyle Duncan is requesting approval of the Columbus County Building Inspections Refund Policy, Effective 2023-2024 fiscal year

**MOTION:**

Commissioner Byrd made a motion to approve the two Economic Development Grants, seconded by Commissioner Smith. The motion unanimously passed.

Columbus County Building Inspections  
Refund policy  
Effective 2023-2024 Fiscal Year

Purpose

The purpose of this policy is to establish guidelines on when and how a refund may be processed for permits issued through Building inspections.

Refund for trade permits only

Refunds for trade permits will only be issued if no work has been performed by the contractor. No partial refund given.

15 days after permit issued no refunds given.

These permits will be refunded in full minus \$15 administration cost and credit card fee.

Refunds for Residential and Commercial Building permits

Refunds may be issued for residential and commercial within 15 days of issuance date of permit and if no work has been started. No partial refund given. Any payments charged to debit or credit card will have refund to card with deductions for fee of the credit card and \$15 administration cost.

Inspections Conducted

All permits are non-refundable if any inspections of site-work has been conducted by county staff.

**Agenda Item # 15: ECONOMIC DEVELOPMENT – APPROVAL of ECONOMIC DEVELOPMENT WORKSHOP**

Mr. Gary Lanier is requesting Economic Development Workshop on February 22nd, 2023 from 8:30 A.M. – 12:30 P.M. in the Commissioners Chambers for elected officials and appointed economic development partners. East Carolina University is offering this Workshop free to us in order to educate local government.

**MOTION:**

Commissioner Watts made a motion to approve the two Economic Development Grants, seconded by Commissioner Byrd. The motion unanimously passed.

## Honors Seminar in Economic Development

### Course Description

Designed for non-practitioners, the Honors Seminar is a four (4) hour place-based and customized training specific to the unique needs of the market area in which it is taught. This training will benefit elected officials, volunteers, community leaders and citizens, business leaders and others interested in and engaged in economic development leadership.

### Overview

- Place-based seminars are tailored to fit the unique needs of each participating community.
- Participants will receive a certificate of completion from ECU.
- Enrollment is limited to 20 participants per seminar.

### Learning Objectives

- Key terms, concepts and principles of economic development.
- Differentiation of economic growth and economic development.

Honors Seminar in Economic Development | Continuing & Professional Education | ECU

- Descriptions of base economy, market area, traded clusters, and supply chains.
- Determination of concepts and strategies most relevant to community needs.
- Understand Triple Helix approach to economic development.
- Articulate realistic community goals and priorities.

For more information or to schedule a Honors Seminar, please contact Annette Kariko at [karikoa21@ecu.edu](mailto:karikoa21@ecu.edu) or call the ECU Continuing and Professional Education office at 252-328-9198.

### About the Academy

The ECU Economic Development Academy serves seasoned economic developers and those new to the field by providing, relevant and affordable continuing education opportunities as well as an accessible credentialing program. The Academy is comprised of the North Carolina Certified Economic Developer Program and the Honors Seminar in Economic Development.

#### Modality:

Face-to-Face

Request more information

East Carolina University  
Continuing & Professional Education  
Willis Building, Mailstop 310 Greenville, NC 27858  
252-328-9198 | Contact Us

[alog/business/honors-seminar-in-economic-development/](http://alog/business/honors-seminar-in-economic-development/)

## Agenda Item # 16: SHERIFF'S DEPARTMENT APPROVAL of PROFESSIONAL SERVICES

Sheriff Bill Rogers requested approval of a full evidentiary audit from the Blue Line Training Group. The Sheriff's office needs this audit because it has not been done in 20 years and in order to eventually comply with accreditation.

### MOTION:

Commissioner Byrd made a motion to approve the full evidentiary audit, seconded by Commissioner Feathersen. The motion unanimously passed.



602 Riverbend Drive  
Bermuda Run, North Carolina 27006

January 19, 2023

First Sergeant Robert Gilbert  
Evidence Supervisor  
Columbus County Sheriff's Office  
850 Washington Street  
Whiteville, North Carolina 28472

#### #CCSO-101-2023 – Professional Services Agreement Proposal: Full Audit of all Evidentiary Items maintained by the Columbus County Sheriff's Office, Whiteville, North Carolina

The BlueLine Training Group LLC is a consortium of retired law enforcement officials that provide training, continuing education, best practices, evidence audits, industry standards, and case consultations to law enforcement officers throughout the United States. The group operates from central North Carolina with a concentrated focus towards North Carolina and South Carolina law enforcement agencies.

Two (2) BlueLine Training Group representatives will travel to Whiteville, North Carolina and provide a full audit of all evidentiary items maintained by the Columbus County Sheriff's Office, including all priority level areas and high-risk items (drug evidence, money, and firearms). This audit, including a comprehensive report of findings, will be conducted in accordance with North Carolina Justice Academy (NCJA) and North Carolina Association for Property and Evidence (NCAPE) established standards and guidelines.

Based on the size of the Columbus County Sheriff's Office, evidentiary items (approximately 17,745) maintained by the department and similar audits conducted, it is estimated the overall audit process will require one-hundred sixty (160) hours to complete. Report preparation will require an additional fifteen (15) hours. The one-hundred seventy-five (175) total hours to complete the audit and prepare the report are estimated hours. The necessary hours required to complete the audit may decrease or increase. Appropriate adjustments to final billing will apply.

The Columbus County Sheriff's Office will provide at least one (1) employee to accompany auditors at all times while the audit is being conducted. Auditors will need access to evidence

storage facilities and computer databases related to the evidence holdings. Auditors may not ever be left alone during the audit process. Once the audit begins, any new property or evidence received by the sheriff's office will need to be maintained in a separate temporary holding area until the audit is completed.

Costs associated with the audit are as follows:

**Expenses**

**\$40,000.00 - Conduct Audit** (160 Hours – 2 Auditors @ \$250.00 per hour/\$125.00 per auditor)

**\$1,875.00 – Report Preparation** (15 Hours – 1 Auditor @ \$125.00 per hour)

**\$4,000.00 – Hotel Expenses** (20 Nights x 2 Rooms per Night @ \$100.00 per room per night at the Quality Inn, Whiteville, NC)

**Total: \$45,875.00**

A deposit of **\$24,000.00** will be required prior to commencement of the audit. Start date for the audit will be determined and coordinated with you once approval for the above expenses has been granted by Columbus County government representatives with authority to approve expenses and execute this Professional Services Agreement.

If you are in agreement with the above listed expenses and deposit requirement, please sign and date below. Please contact me if you have any questions. BlueLine Training Group looks forward to working with you and your organization.



\_\_\_\_\_  
Joe D. Kennedy  
Vice President  
BlueLine Training Group LLC  
Date: 1/19/2023

\_\_\_\_\_  
Name:  
Title:  
Agency:  
Date:

TO: Columbus County Sheriff Office

Sheriff W. A. Rogers

805 Washington Street

Whiteville, NC 28472

RE: Quotes for Evidence Room Audit

Sheriff W. A. Rogers,

The evidence room audit was to attempt to retrieve quotes from 3 separate and independent companies. All three professional audit businesses or state agencies replied via telephone conversation, texting or via email correspondence.

Quote 1: Captain Norris contacted the SBI in November 2022 to get a complete and full audit of the Columbus County Sheriff's Office. Captain Norris stated the SBI representative could only do an audit of our evidence room if there was criminal activity involved or suspected. Below is the contact information of the SBI main office.

State Bureau of Investigation

3320 Garner Road

Raleigh, NC 27610

(919) 662-4500

[www.NCSBI.gov](http://www.NCSBI.gov)

Quote 2: The second quote came from Invicta Strategic Solutions, LLC. Lt. (Ret) John Lanier was contacted via telephone conversation and the sheriff's office was advised of their inability to conduct an audit of our sheriff's office evidence room. Lt. (Ret) John Lanier informed the sheriff's office that due to pending audits and out of town status for an undetermined period of time, that their company could not at this time provide the services requested by our agency.

Lt (Ret) John Lanier further advised he could recommend another company that can fulfill our needs of a full and complete audit. The companies name is Blue Line Training. Below is the contact information.

Invicta Strategic Solutions, LLC

Lt. (Ret) John Lanier  
 1721 Arbor Way  
 Albemarle, NC 28011  
 (704) 239-1849  
[www.invictastrategicsolutions.com](http://www.invictastrategicsolutions.com)

Quote 3: BlueLine Training Group, LLC was contacted and spoke to Vice President Joe Kennedy about the audit for the sheriff's office. Joe Kennedy provided a formal quote via email (attached) on the timeline and financial costs of the complete and full audit.

Expenses

\$40,000- Conduct Audit (160 hours-2 Auditors @ \$250.00 per hour/\$125 per auditor)

\$1875.00- Report Preparation (15 hours – 1 auditor @ \$125.00 per hour)

\$4000.00- Hotel Accommodations (20 nights x2 rooms per night @ \$100.00 per room per night at the Quality Inn, Whiteville, NC)

\$24000.00 deposit required prior to commencement of the audit.

Below is their contact information.

Blueline Training Group LLC  
 602 Riverbend Drive  
 Bermuda Run, NC 27006  
[www.bluelinetraininggroup.com](http://www.bluelinetraininggroup.com)

Respectfully,

First Sergeant R. Gilbert  
 Columbus County Sheriff Office  
 805 Washington St.  
 Whiteville, NC 28472  
 (910) 918-9069

**Agenda Item # 17: SHERIFF'S DEPARTMENT- APPROVAL of the BUILDING EXPANSION PROJECT for the ANIMAL SHELTER**

Sheriff Roger's is requesting approval for the local business with the low bid to clear the property at the Animal Shelter in order to house larger animals

**MOTION:**

Vice Chairman Coleman made a motion to approve building expansion, seconded by Commissioner Floyd. The motion unanimously passed.



## Columbus County Sheriff's Office

Sheriff W. A. Rogers

PO Box 280

805 Washington Street

Whiteville, NC 28472

[www.columbuscountysheriff.com](http://www.columbuscountysheriff.com)



Attn: County Manager E. Madden

Ref: Building Expansion Project at the Columbus County Animal Shelter

The Columbus County Sheriffs Office, more specifically Animal Protective Services, are formally requesting a building expansion project. The purpose of the project is to accommodate the growing need to facilitate large animal rescue incidents. The County of Columbus currently owns the land needed to facilitate this project. The project will require the use of approximately 2 acres of land located on Legion Drive directly behind the current shelter. The project will require land clearing and the erection of a new structure. This structure will be utilized to house large animals, which in some cases may be evidence of a crime that was committed. This structure will also be used to store essential items for the daily operation of the current shelter to keep Columbus County in compliance with current North Carolina General Statutes. Another aspect of the project will be to fence in a larger area and utilize the grounds as storage for transport trailers and vehicles.

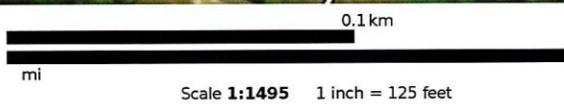
The Columbus County Sheriffs Office personnel is currently ascertaining pricing for the project, which will be available upon receipt.

Respectfully submitted

Capt. Dustin Fowler



Mercator Projection  
WGS84  
UTM Zone 17S  
CALTOPO





**Ward Stocks, Owner**  
 3473 Will Inman Road • Tabor City, NC 28463  
 Home: (910) 653-9572 • Cell: (910) 840-5131  
 stockslandscaping@gmail.com

Customer's  
 Order No. \_\_\_\_\_ Date 1-19 2023  
 Name: Columbus County Sheriff's office  
 Address: Animal shelter

QUAN.	DESCRIPTION	UNIT PRICE	AMOUNT
	Clear 1.1 acre of land behind the animal shelter		
	Pile debris and burn		
	Grade & level the area		
	Install 40 ft. of drain tile		
	Materials & labor		
	Total:		\$ 11,900. <sup>00</sup>
	Thank You!		
Due by the 10th of the Month. Balances over 30 days will be subject to a Service Charge.			TOTAL 11,900. <sup>00</sup>
Received by: _____			

H and K Hauling, LLC

279 Hickman Rd. Bladenboro, NC 28320  
 Hannah Hickman 910.840.1832

TO: Columbus County Sheriff's Office Address:	Contact: Josh Mcpherson Phone/Email:
Project Name: Animal Shelter Project Location:	BID Number: BID Date:01/16/2023

Line #	Item Description	Estimated Quantity/Unit	Unit Price	Total
1	Excavator		3120.00	3120.00
2	Skid Steer		3120.00	3120.00
3	Dozer		1800.00	1800.00
4	Labor		3000.00	3000.00
5	Installation of 2 pieces of tile (20 ft each)		550.00	550.00

Total Bid Price: \$11,590.00

NOTES:

- Includes trees burned, ground stumped, and root mat removed
- Due to the changing cost of material, fuel, and labor, this proposal is valid for 30 days from the Bid date on this form. After 30 days, the unit prices must be updated to reflect current cost

**jmcpherson@columbussheriff.com**

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**From:** D Fowler <dfowler@columbussheriff.com>  
**Sent:** Friday, January 20, 2023 3:18 PM  
**To:** jmcpherson@columbussheriff.com  
**Subject:** Fwd: 288 Legion Drive

Captain Dustin Fowler  
 Operations and Logistics  
 Columbus County Sheriffs Office

910.840.6960  
 910.642.6551

Begin forwarded message:

**From:** Nicky Nance <turnrowequipment@gmail.com>  
**Date:** January 20, 2023 at 3:14:38 PM EST  
**To:** dfowler@columbussheriff.com  
**Subject:** 288 Legion Drive

Dustin,  
 Thanks for the opportunity to bid for the following.  
 288 Legion Drive, Clear, Grub, Grade, Rye Seed  
 Excavator (308)  
 Dozer (D3 w/root rake)  
 Skid Steer w/graph  
 \* No fill dirt, utilize dirt on site. No driveway or tile installation. All "wood" debris will be burned onsite or removed offsite.  
 TRE will be responsible for obtaining "locate tickets/811"

**Total Price: \$21,250.00**  
 Turn Row Equipment LLC "TRE"  
 9644 Peacock Rd, Chadbourn NC 28431

Kind Regards,  
 Angie Nance  
 TRF

**Agenda Item # 18: SHERIFF'S DEPARTMENT – APPROVAL of NEW POSITION**

Sheriff Bill Rogers is requesting a Diversity, Equity, and Inclusion Specialist position. This position will ensure fairness, equality and diversity within the workplace, while recruiting, and during normal operations.

**MOTION:**

Commissioner Byrd made a motion to approve the new position with the updated pay grade level 72 as suggested by Commissioner Featherson, seconded by Commissioner Floyd. The motion unanimously passed.

## DIVERSITY, EQUITY, AND INCLUSION SPECIALIST

### General Statement of Duties

Leads efforts to advocate for access, equity, inclusion and diversity through innovative policies, Programs, and services.

### Distinguishing Features of the Class

Employees in this class serves as the subject matter expert and technical advisor on county-wide matters of equity and disparities. Leads the analysis, development, and implementation of proactive diversity, equity, inclusion and belonging initiatives that support a learning and working environment where all have implementation of proactive diversity, equity, inclusion and belonging initiatives that support a learning and working environment where all have an opportunity to succeed, departments achieve better outcomes and the County has an enriching and humane working environment for all. Models the County's core values-specifically 'work together', 'serve with passion and empathy' and 'embrace diversity.' Champions the value of a diverse and inclusive work environment through creating a vision and effective strategy for a culture of equity, diversity, and inclusion.

### Duties and Responsibilities

#### Essential Duties and Tasks

Assesses existing programs, services and initiatives that supports equity and identifies opportunities to maximize efforts. Plans, guides, and advises Sheriff on diversity, equity, inclusion matters.

Leads the Sheriff's Office in implementing strategic initiatives, including the creation of a culture for equity, diversity, and inclusion. Provides strategic direction for training initiatives, including the creation of a culture competency, gender differences, disability, sexual harassment, building a climate of equity and inclusion, and other topics designed to increase awareness and support of equity and inclusion values.

Keeps abreast of market trends o drive innovative DEI efforts. Creates awareness, understanding and effective use of an equity lens in developing and implementing programs to achieve fair and equitable outcomes.

Participates in decision making that produce high-quality results by applying DEI knowledge, analyzing problems, and calculating risk and benefits. Communicates in a manner that drives consensus and partnerships among leaders with a range of perspectives and working style.

Develops performance indicators to ensure accountability. Collects, analyzes, and presents data measuring equity and inclusion efforts.

#### Additional Job Duties

Performs related work as required.

### Recruitment and Selection Guidelines

#### Knowledge, Skills, and Abilities

Demonstrated ability to lead large-scale change projects within a complex organization.

Proven experience in large scale diversity, equity and inclusion assessment and DEI plan implementations.

Ability to demonstrate empathy and real-world experience with a wide range of disciplines, interests and people represented at Columbus County and show a deep appreciation for the County's public mission.

Ability to maintain a professional demeanor during emotionally charged, difficult or high-pressure situations.

Proven ability to create a framework around ambiguous or unstructured topics, to enable colleagues and clients with executable practical solutions to DEI challenges.

Exceptional communication and facilitation skills with proven ability to facilitate difficult conversations around race, gender, as well as other experiences of injustice, inequity, and oppression and to clearly convey information in a manner that engages the audience and helps them understand and retain the message.

Excellent project management and organizational change skills to plan, prioritize, multi-task and independently execute projects/tasks with specific deadlines while maintaining flexibility.

Demonstrated ability to facilitate change and encourage others to seek opportunities for different and innovative approaches to addressing problems and opportunities, and to facilitate the implementation and acceptance of change.

Superb analytical, evaluation and decision-making skills including the ability to identify the issue, compare data from multiple sources to draw conclusions, and to use effective approaches for a course of action.

#### Physical Requirements

Must be able to physically perform the basic life operational functions of climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, and repetitive motions.

Must be able to perform medium work exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

Must possess visual acuity to prepare records and reports; observe people and things for security purposes, and operate electronic control panels and view computer screens.

#### Desirable Education and Experience

Graduation from an accredited college or university with a degree in social justice, sociology, public administration, human resources, education or related field and considerable experience in advancing diversity, equity, and inclusion in a complex organization and or an equivalent combination of education and experience.

#### Special Requirement

Valid NC D  
Columbus County  
2022

### **Agenda Item # 19: TRANSPORTATION – APPROVAL of COMMUNITY CARE PIOLET PROGRAM**

Transportation Director Joy Jacobs is requesting approval of the contract with Community Care of Lower Cape Fear Inc. to participate in the Healthy Opportunities Pilot Program that will take Medicaid clients to places other than medical appointments.

#### **MOTION:**

Commissioner Byrd made a motion to approve contract for the piolet program, seconded by Commissioner Feathersen. The motion unanimously passed.

#### **Healthy Opportunities Pilot: Network Lead-HSO Model Contract – Pilot Program in the Clerk’s Office**

### **Agenda Item # 20: FINANCE – FINANCE DEPARTMENT IS REQUESTING APPROVAL for NEW GRANTS ADMINISTRATOR POSITION**

Director Lacie Jacobs is requesting approval for a new Grants Administrator position to streamline the grants compliance process including but not limited to the Opioid Settlement Funds.

#### **MOTION:**

Commissioner Byrd made a motion to approve the new Grants Administrator position seconded by Commissioner Watts. The motion unanimously passed

## GRANTS ADMINISTRATOR

General Statement of Duties

Performs administrative work involving the research, application, and records management activities related to public grant programs for Columbus County Government. Manages and oversees the life cycle of the grant processes, monitoring, and tracking costs, collaborating with internal and external partners, completing appropriate reporting on a timely basis.

Distinguishing Features of the Class

An employee in this class has limited supervision. Employee processes fiscal compliance, data management and analysis with ongoing grants for the County. Emphasis of the work involves researching and identifying potential sources of grant funds and developing grant packages for submission; and conducting seminars and workshops to explain potential grants and the utilization requirements of the grants. Employee is responsible for preparing a variety of reports for County Administration. Reports to the Finance Director.

Duties and ResponsibilitiesEssential Duties and Tasks

Reviews, monitors, and evaluates on going grant programs; develops and submits periodic progress reports to management and the appropriate state and federal entities. Develops and maintains a grant management system for funded grants that includes report due dates, budget adherence, impact of grants and any other grant requirements.

Performs complex planning, collaborative and technical administration of grants.

Maintains supporting documentation for grant compliance, including files and correspondence from Grantors.

Appears before public groups and disseminates or receives information; maintains effective communication and working relationship with various public, governmental, and private agencies involved in the grant process.

Participates in grant development teams of key internal and external stakeholders that may include Columbus County staff and outside business owners for grant discussions. Proactively engages with Columbus County staff and departments to facilitate appropriate compliance and get necessary data for timely completion of all reporting documentation.

Acts as liaison with other departments and various government agencies and grantors related to grant management and reporting. Monitors grant projects' adherence to time and reporting schedules.

Manages grant closeouts and assists with any grant audits performed by Grantors or related agencies.

Coordinates, reviews, evaluates and audits the County's federal and state grants to ensure accuracy and compliance.

Prepares the Schedule of Expenditures of Federal and State Awards report that is completed on an annual basis that is included in the ACFR (Annual Comprehensive Financial Report) process submitted to the current Audit Firm and the Local Government Commission.

Conducts general research on various non grant projects; drafts proposals and/or resolutions as requested; evaluates impact of Local, State, and/or Federal legislative actions on local governmental operations and revenue generation.

Additional Job Duties

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Thorough knowledge of the County's operations, services and resources  
 Considerable knowledge of compliance reporting, laws and administrative policies governing North Carolina Local Governments.

Considerable knowledge of public sector funding sources and of the processes, procedures and requirements for filing grant applications, grant accounting, grant budgeting and grants or project administration.

Working knowledge of funding sources and associated federal & state requirements and regulations, including but not limited to procurement, compliance, reporting, and auditing. Federal requirements include 2 Code of Federal Regulation 200 – Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Expert knowledge of modern office procedures and related office information technology equipment, software, and peripherals.

Working knowledge of accounting methodologies and record keeping requirements as they are accomplished in public sector grant reporting.

Strong written communication skills with the ability to write clear, concise reports across a spectrum of topics.

Physical Requirements

Must be able to physically perform the basic life operational functions of standing, walking, fingering, feeling, talking, seeing, and hearing.

Must be able to perform sedentary work exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift objects.

Must possess the visual acuity to prepare and analyze data and figures, operate a computer, do extensive reading, and perform visual inspections.

Desirable Education and Experience

Graduation from a two-year institution with an Associate's degree in business/public administration or other related field and considerable experience involving grant program needs analysis, grant application and administration, grant program evaluation and auditing or other phases of grant administration involving local government; or any equivalent combination of education and experience.

Special Requirement

Possession of a valid North Carolina driver's license.

Columbus County  
 2022

**Agenda Item # 21: FINANCE APPROVAL of MONTHLY FINANCE UPDATE for DECEMBER 2022**

Finance Director Lacie Jacobs presented the financial update for December 2022

**MOTION:**

Commissioner Floyd made a motion to approve the monthly financial update for December 2022, seconded by Commissioner Smith. The motion unanimously passed

COUNTY OF COLUMBUS  
 FINANCIAL SUMMARY REPORT  
 December 2022

Percent of Year Complete: **50.0%**

FUND 10 - OPERATIONS	FY 22/23 BUDGET	ACTUAL YTD TOTALS	BALANCE REMAINING	% COLLECTED YTD
<b>REVENUES</b>				
AD VALOREM TAXES	38,800,374	23,962,171	14,838,203	61.76%
COURT	90,000	48,929	41,071	54.37%
SALES TAX	13,633,601	4,724,267	8,909,334	34.65%
NC JCPC PROGRAM - TEEN COURT	77,477	39,044	38,433	50.39%
ELECTION FEES	54,000	957	53,043	1.77%
REGISTER OF DEEDS	536,035	324,038	211,997	60.45%
SHERIFF	2,317,775	806,468	1,511,307	34.79%
DETENTION CENTER	1,090,000	126,234	963,766	11.58%
EMERGENCY MANAGEMENT	67,101	797	66,304	1.19%
INSPECTION	390,000	165,934	224,066	42.55%
ANIMAL CONTROL	37,000	12,014	24,986	32.47%
AIRPORT	515,000	139,635	375,365	27.11%
ECONOMIC DEVELOPMENT/PLANNING	113,000	3,700	109,300	3.27%
COOPERATIVE EXTENSION	1,200	947	253	78.95%
SOIL CONSERVATION	34,890	1,848	33,042	5.30%
DEPARTMENT OF AGING REVENUES	1,803,080	558,623	1,244,457	30.98%
HEALTH DEPARTMENT	3,106,302	1,698,471	1,407,831	54.68%
SOCIAL SERVICE	7,065,913	3,025,935	4,039,978	42.82%
VETERANS SERVICE	2,000	-	2,000	0.00%
PUBLIC SCHOOLS	37,000	8,464	28,536	22.88%
LIBRARY	131,000	61,529	69,471	46.97%
RECREATION	19,500	8,346	11,154	42.80%
MISCELLANEOUS REVENUES	434,464	528,018	(93,554)	121.53%
TRANSFER FROM REVENUES	680,527	-	680,527	0.00%
FUND BALANCE APPROPRIATED	2,370,905	-	2,370,905	0.00%
<b>Total General Fund Revenues</b>	<b>73,408,144</b>	<b>36,246,370</b>	<b>37,161,774</b>	<b>49.38%</b>

FUND 10 - OPERATIONS				
	FY 22/23	YTD	BALANCE	% EXPENSED
<u>EXPENDITURES</u>	BUDGET	TOTALS	REMAINING	YTD
GOVERNING BODY	314,509	135,018	179,491	42.93%
ADMINISTRATION	1,052,612	824,189	228,423	78.30%
PERSONNEL	433,465	436,127	(2,662)	100.61%
FINANCE	819,548	312,522	507,026	38.13%
TAX DEPARTMENT	1,712,705	760,390	952,315	44.40%
LEGAL DEPARTMENT	216,937	144,640	72,297	66.67%
NC JCPC PROGRAM - TEEN COURT	77,477	33,744	43,733	43.55%
FACILITY SERVICES	427,858	219,912	207,946	51.40%
ELECTIONS	519,204	270,850	248,354	52.17%
REGISTER OF DEEDS	683,907	262,587	421,320	38.40%
SPECIAL APPROPRIATIONS	1,017,369	491,490	525,879	48.31%
MANAGEMENT INFORMATION SYSTEM	499,850	244,818	255,032	48.98%
CENTRAL GARAGE	155,133	56,309	98,824	36.30%
PUBLIC BUILDINGS - ALL OTHER	1,748,986	960,921	788,065	54.94%
PUBLIC BUILDINGS - POTW	51,042	5,913	45,129	11.59%
SHERIFF'S DEPARTMENT	9,259,897	4,551,251	4,708,646	49.15%
LAW ENFORCEMENT CENTER	5,244,025	2,340,129	2,903,896	44.62%
EMS	31,250	7,500	23,750	24.00%
EMERGENCY SERVICES	2,291,231	934,128	1,357,103	40.77%
CORONER MEDICAL EXAMINER	30,500	24,900	5,600	81.64%
ANIMAL CONTROL	908,699	351,592	557,107	38.69%
AIRPORT	565,624	172,844	392,781	30.56%
INSPECTIONS	362,991	149,499	213,492	41.19%
ECONOMIC DEVELOPMENT/PLANNING	1,191,488	182,310	1,009,178	15.30%
COOPERATIVE EXTENSION	614,214	140,765	473,449	22.92%
SOIL CONSERVATION	304,718	114,410	190,308	37.55%
DEPARTMENT OF AGING	2,866,093	1,312,245	1,553,848	45.79%
HEALTH DEPARTMENT	5,968,961	2,073,079	3,895,882	34.73%
SOCIAL SERVICES ADMINISTRATION	9,412,807	4,111,561	5,301,246	43.68%
PUBLIC ASSISTANCE PROGRAMS	2,098,049	1,206,550	891,499	57.51%
VETERANS SERVICE OFFICER	166,143	76,817	89,326	46.24%
EDUCATION	15,881,232	6,935,622	8,945,610	43.67%
LIBRARY	1,674,460	745,520	928,940	44.52%
RECREATION	620,622	271,486	349,136	43.74%
TRANSFER TO	4,184,538	528,433	3,656,105	12.63%
<b>Total General Fund Expenditures</b>	<b>73,408,144</b>	<b>31,390,068</b>	<b>42,018,076</b>	<b>42.76%</b>
<b>Total Revenue over/(under) Expenditures</b>	<b>-</b>	<b>4,856,301</b>		

COURTHOUSE RENOVATION PROJECT				
	FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>	BUDGET	TOTALS	REMAINING	YTD
COURTHOUSE CAP PROJ REVENUES	7,767,194	6,041,988	1,725,206	77.79%
<u>EXPENDITURES</u>				
COURTHOUSE CAP PROJ EXPENDITURES	5,986,280	852,405	5,133,875	14.24%

HUD SECTION 8 RENTAL ASSISTANCE				
	FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>	BUDGET	TOTALS	REMAINING	YTD
ANNUAL CONTRA EARNED	1,518,500	651,303	867,197	42.89%
OTHER REVENUES	344,400	265,986	78,414	77.23%
<b>TOTAL HUD REVENUES</b>	<b>1,862,900</b>	<b>917,289</b>	<b>945,611</b>	<b>49.24%</b>
<u>EXPENDITURES</u>				
HUD EXPENDITURES	1,862,900	930,669	932,231	49.96%

TRANSPORTATION				
	FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>	BUDGET	TOTALS	REMAINING	YTD
	1,429,229	326,882	1,102,347	22.87%
<u>EXPENDITURES</u>				
	1,166,568	420,363	746,205	36.03%

DEBT SERVICE				
	FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>	BUDGET	TOTALS	REMAINING	YTD
	15,536,002	841,953	14,694,049	5.42%
<u>EXPENDITURES</u>				
	15,536,002	841,953	14,694,049	5.42%

WATER DISTRICTS I-V				
	FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>	BUDGET	TOTALS	REMAINING	YTD
WATER DISTRICT I	813,950	422,243	391,707	51.88%
WATER DISTRICT II	1,222,683	627,114	595,569	51.29%
WATER DISTRICT III	762,213	345,746	416,467	45.36%
WATER DISTRICT IV	908,500	574,927	333,573	63.28%
WATER DISTRICT V	763,350	494,334	269,016	64.76%
<b>COMBINED WATER DISTRICT TOTALS</b>	<b>4,470,696</b>	<b>2,464,364</b>	<b>2,006,332</b>	<b>N/A</b>
<u>EXPENDITURES</u>				
WATER DISTRICT I	813,950	215,623	598,327	26.49%
WATER DISTRICT II	1,222,683	266,458	956,225	21.79%
WATER DISTRICT III	762,213	193,103	569,110	25.33%
WATER DISTRICT IV	908,500	238,907	669,593	26.30%
WATER DISTRICT V	763,350	182,639	580,711	23.93%
<b>COMBINED WATER DISTRICT TOTALS</b>	<b>4,470,696</b>	<b>1,096,730</b>	<b>3,373,966</b>	<b>N/A</b>

SOLID WASTE				
	FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>	BUDGET	TOTALS	REMAINING	YTD
	6,016,446	3,751,617	2,264,829	62.36%
<u>EXPENDITURES</u>				
	6,016,446	1,765,893	4,250,553	29.35%
<b>Excess revenue over/(under) expenditures</b>	<b>-</b>	<b>1,985,724</b>		

	FY 22/23 BUDGET	YTD TOTALS	BALANCE REMAINING	% Collected YTD
<b>FIRE DEPARTMENTS</b>				
<u>REVENUES</u>	2,034,697	1,441,067	593,630	70.82%
<u>EXPENDITURES</u>				
Ad Valorem Taxes	2,034,697	1,239,065	795,632	60.90%
Special Appropriations	258,309	-	258,309	0.00%
	2,293,006	1,239,065	1,053,941	54.04%
<b>AMBULANCE AND RESCUE UNITS</b>				
<u>REVENUES</u>	849,681	461,428	388,253	54.31%
<u>EXPENDITURES</u>				
Ad Valorem Taxes	849,681	129,480	720,201	15.24%
Special Appropriation	225,000	-	225,000	0.00%
	1,074,681	129,480	945,201	12.05%

**CASH & INVESTMENTS**

<u>Cash:</u>	
Central Depository - Truist	\$ 10,118,210
Central Depository - NCCMT	\$ 20,347,217
Water Districts - \$7,212,586	
Solid Waste - \$9,509,526	
<u>Investments:</u>	
BB&T Savings	11,492,179
First Citizens Wealth Management	5,834,558
United Bank - CD	338,726
Dana Investments/TD Ameritrade	1,014,151
Multi Bank Securities	555,552
First Bank - CD	2,081,646
Total Investments	\$ 21,316,813

**FUND BALANCE**

<u>General Fund:</u>	
Unavailable Fund Balance (per auditors)	\$ 7,223,150
Committed and Assigned Fund Balance	\$ 13,558,915
Unassigned Fund Balance	\$ 13,582,042
Total Fund Balance	\$ 34,364,107
General Fund Total Expenditure Budget	\$ 73,408,144
Unassigned fund balance as % of Gen. Fd. Expend.	18.5%

Note: The Fund Balance computation listed above is unaudited.  
Final computation will be submitted when verified by Auditors

**Agenda Item # 22: FINANCE – APPROVAL of BUDGET AMMENDMENTS AND PROJECT ORDINANCES:**

Finance Director Lacie Jacobs is requesting approval of the following Budget Amendments and Project Ordinances:

- a) EDC NCSE Grant Project
- b) EDC NCSE Grant Project – Additional Match
- c) Fines and Forfeitures Collections Increase
- d) HMGP-Hurricane Florence Non-Expedited Project
- e) Opioid Settlement Project

**MOTION:**

Vice Chairman Coleman made a motion to approve the budget amendments and project ordinances, seconded by Commissioner Byrd. The motion unanimously passed

BUDGET AMMENDMENT		FY 22/23
Name of Department	FINANCE	



Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
15	4415	524001	Construction	\$25,000
15	4415	549956	Contingency	\$3,950
15	4415	519905	Engineering Costs	\$10,550
15	4415	519101	Legal Fees	\$10,000
			<b>Total Net Expense</b>	<b>\$49,500</b>

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
15	3449	432330	Grant Funds	\$49,050
15	3449	437000	Local Match	\$450
			<b>Total Net Revenue</b>	<b>\$49,500</b>

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This budget revision has been approved by the Board of Columbus County Commissioners

on:

[Redacted]

<i>Rich Bullard</i>	2-6-23
Signature	Date

**Explanation of Increase or Decrease**

Signatu

GRANT PROJECT ORDINANCE  
 COLUMBUS COUNTY HMGP HURRICANE FLORENCE NON-EXPEDITED  
 4393-0036-R

608 ACQUISITION PROGRAM

Be it ordained by the Columbus County Board of Commissioners 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 Columbus County Hurricane Florence Non-Expedited Hazard Mitigation Grant Program (EWIGP Florence Acquisitions).

Section 2. The project manager is hereby directed to proceed with the grant project within the terms of the grant documents, the rules and regulations of the funding agencies and the budget contained herein.

Section 3. The following revenues are available to complete this project:

ACCOUNT NUMBERS	TITLE	AMOUNT
83-3311-432330	HMGP GRANT FUNDS	\$639,009
<b>TOTAL REVENUES</b>		<b>\$639,009</b>

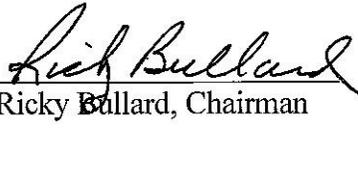
Section 4. The following expenditures are appropriated for the project:

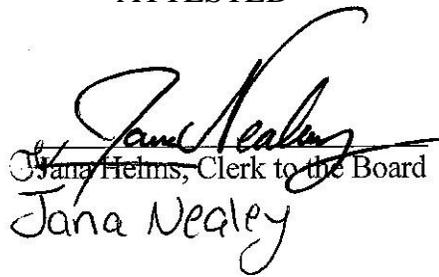
ACCOUNT NUMBERS	TITLE	AMOUNT
83-4976-549966	PROPERTY ACQUISITIONS	\$600,000
83-4976-548002	GRANT ADMINISTRATOR FEES	\$39,009
<b>TOTAL EXPENDITURES</b>		<b>\$639,009</b>

Section 5. Copies of this grant project ordinance shall be made available to the project manager, budget officer, and the finance officer for direction in carrying out this project.

Adopted this the 6<sup>th</sup> day of February 2023.

ATTESTED BY:

  
Ricky Ballard, Chairman

  
Jana Nealey, Clerk to the Board

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COLUMBUS COUNTY, NORTH CAROLINA  
Ordinance making appropriations to the  
County of Columbus Opioid Settlement  
Project Fund (Fund 40) for the Fiscal Year  
beginning July 1, 2022

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BE IT ORDAINED by the Board of Commissioners of Columbus County, North Carolina as follows:

Section 1: The following amounts are hereby made to the Opioid Settlement Project Fund as of January 31, 2023, pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2022.

Source of Revenue

40-3572-333100 OPIOID SETTLEMENT FUNDS	458,284
<b>Total Estimated Revenues - OPIOID SETTLEMENT FUNDS</b>	<u>458,284</u>
<b>Project Appropriations</b>	
40-5703-512100 Salaries and Wages	\$
22,000	
40-5703-518100 FICA	\$5,000
40-5703-518200 Retirement	\$3,400
40-5703-518300 Insurance	\$4,510
40-5703-519001 Contracted Services	\$401,048
40-5703-526003 Other Supplies	22,326

Total Project Appropriations - OPIOID SETTLEMENT 458,284  
Description: Columbus County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the funds in a separate special revenue fund.

Columbus County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals. This project ordinance is based on the strategies approved in the Resolution adopted on January 17<sup>th</sup> 2023 by the Columbus County Board of Commissioners.

Section 2: The project undertaken pursuant to this ordinance is in accordance with the Recommended Budget and any changes made during the County Commissioners' budget work sessions.

Section 3: The Finance Director is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to satisfy all applicable regulations. The terms of any financing agreement also shall be met.

Section 4: The County desires to expend its own funds for the purpose of paying certain costs of various projects, for which expenditures the County reasonably expects to reimburse itself from the proceeds of debt to be incurred by the County.

Section 5: All expenditures relating to obtaining any bond referendum and or installment purchase will be reimbursed from bond proceeds and installment purchase proceeds in accordance with the requirements of the United States Treasury Regulations Section 1.150 -2.

1

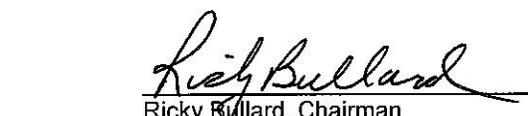
Section 6: This declaration of official intent is made pursuant to Section 1.150-2 of the Treasury Regulations to expressly declare the official intent of the County to reimburse itself from the proceeds of debt to be hereinafter incurred by the County for certain expenditures paid by the County on or after the date which is sixty (60) days prior to the date hereof.

Section 7: The County intends to seek Federal, State, and/or other grant funding to reduce the amount of loan proceeds. The adoption of this ordinance authorizes the County Manager and/or his representative to apply for and accept such funding if awarded.

Section 8: This project ordinance shall be entered in the minutes of the Board of Commissioners of Columbus County. Within five days hereof, copies of this ordinance shall be filed with the finance office in Columbus County, and with the Clerk to the Board of Commissioners of Columbus County. Copies of the Project Ordinance shall be made available to the Budget Officer, the Project Manager, and the Finance Officer for direction in carrying out this project.

This Grant Project shall become effective on February 6, 2023. ADOPTED, this 6th day of February, 2023.

  
~~Amanda Prince, Clerk to the Board~~  
Amanda Prince

  
Ricky Bullard, Chairman  
Columbus County Board of Commissioners

**Agenda Item # 23: APPOINTMENTS/RE-APPOINTMENTS/REPLACEMENTS**

Zone I: Barbara Featherson  
 Zone II: Chris Smith  
 Zone III: Giles E. Byrd  
 Zone IV: Lavern Coleman

Zone V: Brent Watts  
 Zone VI: Ricky Bullard  
 Zone VII: Scott Floyd

COMMITTEE	ZONE /EB	PERSON(S)	EXP. DATE	BOARD ACTION
Board of Health	<b>At Large</b>	Dr. Thomas Kirby (Optometrist)	12/2022	Re-Appoint <b>M-Byrd S-</b>
Columbus Regional Healthcare Board of Trustees	<b>EB</b>	Brent Watts	12/2022	Re-Appoint <b>M-Byrd S-Coleman</b>
EMS Peer Review Committee	<b>EB</b>	Chris Smith	12/2022	Re-Appoint <b>M-Byrd S-Watts</b>
EMS Peer Review Committee	<b>EB</b>	Lavern Coleman	12/2022	Re-Appoint <b>M-Smith S-Byrd</b>
Cape Fear Rural Transportation Planning Organization	<b>EB</b>	Lavern Coleman	12/2022	Re-Appoint <b>M-Byrd S-Watts</b>
Cape Fear Rural Transportation Planning Organization	<b>EB</b>	Charles McDowell	12/2022	Appoint Scott Floyd <b>M-Watts S-Coleman</b>

**RECESS REGULAR SESSION and enter into COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V BOARD MEETING****MOTION:**

At 6:57 P.M., Commissioner Smith made a motion to recess regular session and enter in to Columbus County Water and Sewer Districts I, II, III, IV, and V **combined meeting**, seconded by Commissioner Floyd. The motion unanimously passed.

**Agenda Item # 24: APPROVAL of the COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V COMBINED MEETING MINUTES**

Approval of the following meeting minutes:

- A) January 17, 2023

**MOTION:**

Commissioner Byrd made a motion to approve the County Water and Sewer Districts I, II, III, IV, and V combined meeting minutes with the correction of the header to add Commissioner Featherson, seconded by Vice Chairman Coleman. The motion unanimously passed.

**Agenda Item # 25: WATER DISTRICT IV – APPROVAL of the EDA CAPITOL PROJECT ORDINANCE**

Public Utilities Director Harold Nobles is requesting approval of the Capital Project Ordinance for the EDA Grant Project.

**MOTION:**

Commissioner Featherson made a motion to approve the County Water and Sewer Districts IV Capital Project Ordinance for EDA Grant Project, seconded by Commissioner Byrd. The motion unanimously passed.

Water and Sewer District IV

Waterline Project EDA Project  
 CAPITAL PROJECT ORDINANCE  
 February 6, 2023

BE IT ORDAINED by the Board of Commissioners of the County of Columbus, North Carolina, that pursuant to Section 159-13.2 of the General Statutes of North Carolina, the following Grant Project Ordinance is HEREBY ADOPTED:

SECTION 1. The project authorized is the Water District IV USDA EDA Project.

SECTION 2. The project director is hereby authorized to proceed with the project.

SECTION 3. The project will be executed during Fiscal Years 2022/2023/2024.

SECTION 4. The following Revenues will be available to the County to complete the project:

ACCOUNT NUMBER	TITLE	AMOUNT
52-3734-489200	WD IV Future Years Appropriation	\$2,086,673
52-3734-432330	EDA Grant Appropriation	\$2,086,674
52-3734-498094	Infrastructure SCIF Funds	\$2,592,581
Total Revenues		<b>\$6,765,928.00</b>

SECTION 5. The following amounts are appropriated for completion of the project:

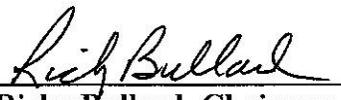
ACCOUNT NUMBER	TITLE	AMOUNT
52-7141-519927	Engineer Design/Bid	\$311,088
52-7141-519984	Engineer Inspection	\$182,164
52-7141-548002	Engineer Project Administration	\$69,565
52-7141-548001	McAdams Associates EDA Grant Admin/ Application	\$55,000
52-7141-519005	Construction Contract Estimated	\$5,486,545
52-7141-999910	Contingency	\$601,566
52-7141-557000	Land	\$60,000
Total Expenditures		<b>\$6,765,928.00</b>

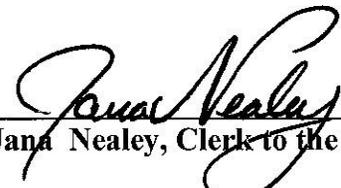
SECTION 6: Copies of this Capital Project Ordinance shall be made available to the Project Manager and the Finance Officer.

ADOPTED this the 6<sup>th</sup> day of February, 2023.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

ATTESTED BY:

  
 Ricky Bullard, Chairman

  
 Jana Nealey, Clerk to the Board

Columbus County will acquire and demolish six (6) residential structures to return the land to green space.

Site Location:

	Address	City	State	Zip Code	Latitude	Longitude
I.	413 Angelo Circle	Whiteville	<b>NC</b>	28472	34.35059	-78.65506
2.	3317 Red Hill Road	Whiteville	NC	28472	34.35692	-78.65733
3.	409 W Virgil Street	Whiteville	NC	28472	34.32430	-78.71022
4.	301 Waccamaw Road	Riegelwood	NC	28456	34.33633	-78.22937
5.	215 W Walter Street	Whiteville	NC	28472	34.32334	-78.70633
6.	<b>214 W Walter Street</b>	<b>Whiteville</b>	<b>NC</b>	28472	34.32367	-78.70635

Note: 1427 Crusoe Island Rd. Whiteville, NC 28472 and 214 W Walter St.

Whiteville, NC 28472 did not meet all the criteria for approval at the time the Batch I award was made. 1427 Crusoe Island Rd was determined to be located outside of the Special Flood Hazard Area (SFHA) and therefore does not qualify for pre-calculated benefits to determine cost-effectiveness. A benefit-cost analysis (BCA) must be provided for this property in order for it to be considered for approval. At the time of Batch, I award, documentation of consultation with the United States Army Corps of Engineers (USACE) as required by 44 CFR

80.13(b)(1) had not been submitted for 214 W Walter St.

The deeds to the properties will be transcended to Columbus County with restrictions imposed for the site to remain as open space in perpetuity consistent with Title 44 of the Code of Federal Regulations (CFR) Part 80. The additional site approved for Batch 2 is indicated in bold font.

Previously, Columbus County was approved to acquire and demolish five (5) residential structures to return the land to green space.

The following project conditions must be met:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

**Agenda Item # 26: WATER DISTRICT IV – APPROVAL of the USDA RURAL DEVELOPMENT CONTRACT with GREEN ENGINEERING**

Public Utilities Director Harold Nobles is requesting approval of the USDA Rural Development Contract with Green Engineering.

**MOTION:**

Vice Chairman Coleman made a motion to approve the County Water and Sewer District IV, USDA Rural Development Contract, seconded by Commissioner Byrd. The motion unanimously passed.

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

THIS IS AN AGREEMENT effective as of June 1, 2022 ("Effective Date") between  
Columbus County Water District IV ("Owner") and  
Green Engineering, P.L.L.C. ("Engineer").

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

Water District IV - Water System Improvements

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

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

Project Application, Well Sites / Easement Surveys and PER; EA; Design; Bldding,  
Project Administration and Inspection

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

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

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

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

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.  
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and American Society of Civil Engineers. All rights reserved.

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

#### ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

##### 3.01 Commencement

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

##### 3.02 Time for Completion

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

#### ARTICLE 4 – INVOICES AND PAYMENTS

##### 4.01 Invoices

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

##### 4.02 Payments

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

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

#### ARTICLE 5 – OPINIONS OF COST

##### 5.01 *Opinions of Probable Construction Cost*

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

##### 5.02 *Designing to Construction Cost Limit*

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

##### 5.03 *Opinions of Total Project Costs*

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

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

#### ARTICLE 6 – GENERAL CONSIDERATIONS

##### 6.01 Standards of Performance

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

- c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

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

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

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

- F. All policies of Insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

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

diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

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

#### 6.07 *Controlling Law*

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

#### 6.08 *Successors, Assigns, and Beneficiaries*

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

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

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

#### 6.09 *Dispute Resolution*

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

#### 6.10 *Environmental Condition of Site*

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

the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11. *Indemnification and Mutual Waiver*

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

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Contractor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contract*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract

Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
  35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
  36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
  37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
  38. *Agency*—The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.
- B. *Day*:
1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

#### ARTICLE 8— EXHIBITS AND SPECIAL PROVISIONS

##### 8.01 *Exhibits Included*:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. *(Not Used)*
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability. *(Not Used)*
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

#### 8.02 *Total Agreement*

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

#### 8.03 *Designated Representatives*

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

#### 8.04 *Engineer's Certifications*

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

#### 8.05 *Federal Requirements*

- A. Agency Concurrence. Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that

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EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.  
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and American Society of Civil Engineers. All rights reserved.

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this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.

- B. Audit and Access to Records. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. Restrictions on Lobbying. Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. Suspension and Debarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it to the USDA, Rural Development processing office.

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

Owner: Columbus County Water District IV

Engineer: Green Engineering, P.L.L.C.

By: Edwin H. Madden, Jr.  
Print name: Edwin H. Madden, Jr.  
Title: County Manager  
Date Signed: 06/20/2022

By: E. Leo Green  
Print name: E. Leo Green, P.E.  
Title: Managing Member  
Date Signed: \_\_\_\_\_

Engineer License or Firm's Certificate No. (if required):  
P-0115  
State of: North Carolina

Address for Owner's receipt of notices:  
Columbus County Water District IV  
111 Washington Street  
Whiteville, North Carolina 28472  
Designated Representative (Paragraph 8.03.A):  
Edwin H. Madden, Jr.  
Title: County Manager  
Phone Number: 910-640-6630  
E-Mail Address: emadden@columbusco.org

Address for Engineer's receipt of notices:  
Green Engineering, P.L.L.C.  
303 Goldsboro Street, P.O. Box 609  
Wilson, North Carolina 27893  
Designated Representative (Paragraph 8.03.A):  
E. Leo Green, P.E.  
Title: Managing Member  
Phone Number: 252-237-5365  
E-Mail Address: elg@greeneng.com

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

AGENCY CONCURRENCE:

Signature: Jay Leatherman  
Finance Officer

AGENCY: \_\_\_\_\_  
By: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

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This is EXHIBIT A, consisting of 19 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated June 1, 2022.

#### Engineer's Services

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

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

#### PART 1 – BASIC SERVICES

##### A1.01 Study and Report Phase

##### A. Engineer shall:

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

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and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. ~~Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred on by the Agency.~~
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed and approved by the Agency, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; Innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. ~~Perform or provide the following other Study and Report Phase tasks or deliverables: Provide an Environmental Report as defined at 7 CFR 1794 and RUS Bulletin 1794A-602~~

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~~or other Agency approved format. The Environmental Report must be concurred in by the Agency.~~

15. ~~Furnish \_\_\_\_\_ review copies of the Report and any other Study and Report Phase deliverables to Owner within \_\_\_\_\_ days of the Effective Date and review it with Owner. Within \_\_\_\_\_ days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
  16. ~~Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish \_\_\_\_\_ copies of the revised Report and any other Study and Report Phase deliverables to the Owner within \_\_\_\_\_ days of receipt of Owner's comments.~~
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

#### A1.02 Preliminary Design Phase

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

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
  6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
  7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
  8. Obtain and review Owner's Instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**
  9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:  
N/A
  10. Furnish three (3) review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within sixty (60) days of authorization to proceed with this phase, and review them with Owner. Within thirty (30) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
  11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner three (3) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within thirty (30) days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

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A1.03 *Final Design Phase*

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

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Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within one hundred twenty (120) days of authorization to proceed with the Final Design Phase, and review them with Owner. Within thirty (30) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit three (3) final copies of such documents to Owner within thirty (30) days after receipt of Owner's comments and instructions.
  12. Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment GC-B) for this purpose.
  13. Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, Bidding Documents, and associated Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the Engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the shop drawings, Change Orders and Partial Payment Estimates are either produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver apply to this contract.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables and all final design phase deliverables have been accepted by Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly

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such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

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

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.
  3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  4. Consult with Owner as to the qualifications of prospective contractors.
  5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
  6. ~~If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~ The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

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7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
  9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.
  10. Provide copies of Manufacturers' Certification Letters to the Bidders on any brand name iron and steel products along with the Plans, Specifications and Bidding Documents. Manufacturers' Certification Letters are to be included in the Bidding Documents and must be kept in the Engineer's project file and onsite during construction.
  11. Provide copies of Manufacturers' Certification Letters to the Contractor on any brand name iron and steel products along with the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certification Letters must be kept in the Engineer's project file and onsite during construction.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

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

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

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

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- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- c. **The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation--RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the

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Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals to ensure compliance with American Iron and Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification Letter to verify the products were produced in the United States. Copies of Manufacturers' Certification Letters must be kept in the Engineer's project file and onsite during construction. Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" obtain a Manufacturers' Certification Letter to verify the products were produced in the United States. Manufacturers' Certification Letters must be kept in the Engineer's project file and onsite during construction to ensure compliance with American Iron and Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, if applicable.
19. *Inspections and Tests:*

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- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
  - d. Receive and review all Manufacturers' Certification Letters for materials required to comply with American Iron and Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference to verify the products were produced in the United States. Manufacturers' Certification Letters must be kept in the Engineer's project file and onsite during construction.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. (c) Review Change Proposals to ensure compliance with American Iron and Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an

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Exhibit A – Engineer's Services

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evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid:

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. ~~Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~ Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist

Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.

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

(a) Obtain the Contractors' Certification Letter and copies of Manufacturers' Certification Letters for All American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Engineer's, Contractor's, and Manufacturers' Certification Letters to the Owner and a copy of Contractor's Certification Letter to the Agency. Provide a list of manufacturers of American Iron and Steel products used in the project and include manufacturer's name and location, and product(s) to the Agency.

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

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

#### A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the

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need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
  3. Perform or provide the following other Post-Construction Phase tasks or deliverables:  
N/A
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

## PART 2 -- ADDITIONAL SERVICES

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

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

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

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

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Exhibit A – Engineer's Services

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28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

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

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Exhibit A – Engineer's Services

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

This is EXHIBIT B, consisting of 4 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated June 1, 2022.

### Owner's Responsibilities

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

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

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

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

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

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

- (a) *Signing* loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.
- (b) *Signing* change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby *acknowledging* responsibility for compliance with American Iron and Steel requirements.
- (c) *Obtaining* the certification letters from the consulting engineer upon substantial completion of the project and *maintaining* this documentation for the life of the loan.
- (d) Where the owner provides their own engineering and/or construction services, *providing* copies of engineers', contractors', and manufacturers' certification letters (as applicable) to the Agency. All certification letters must be kept in the engineer's project file and onsite during construction. For Owner Construction (Force Account), all clauses from Section 17 of RUS Bulletin 1780-35 must be included in the Agreement for Engineering Services.
- (e) Where the owner directly procures American Iron and Steel products, *including* American Iron and Steel clauses in the procurement contracts and *obtaining* manufacturers' certification letters and *providing* copies to consulting engineers and contractors.

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Exhibit B – Owner's Responsibilities

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This is EXHIBIT C, consisting of 5 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated June 1, 2022.

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

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

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

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

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of \$874,981.59 based on the following estimated distribution of compensation:
 

a. Application, PER and EA Phase	\$ 80,000.00
b. Well Sites / Easement Surveys	\$ 90,000.00
c. Design/Bid Phase	\$ 645,000.00
d. Administration Phase	\$ 59,981.59
  2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner and Agency.
  3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
  4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: **Reference Appendix 1 to this Exhibit.**
  5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding Six (6) months. If such period of service is extended, the compensation amount for Engineer’s services shall be appropriately adjusted with concurrence of the Owner and Agency.

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Exhibit C – Compensation Packet BC-1: Basic Services (other than RPR) – Lump Sum Method of Payment  
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**COMPENSATION PACKET RPR-2:  
Resident Project Representative – Standard Hourly Rates**

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

**C2.02 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment**

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

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$238,022.19 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 180 day construction schedule.
2. If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, "Standard Hourly Rates Schedule," the Standard Hourly Rate for RPR services is \$80.00 per hour.

**B. Compensation for Reimbursable Expenses:**

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.20.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of February 1<sup>st</sup>) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.

**C. Other Provisions Concerning Payment Under this Paragraph C2.02:**

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Exhibit C – Compensation Packet RPR-2: Resident Project Representative Services – Standard Hourly Rates Method of Payment  
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1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.20**.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
  - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner and Agency written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at least~~ at no cost.

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

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

**C2.03 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
  - 1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
  - 1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
  - 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
  - 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.20.
  - 4. The Reimbursable Expenses Schedule will be adjusted annually (as of February 1<sup>st</sup>) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.
- C. *Other Provisions Concerning Payment for Additional Services:*
  - 1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.20.
  - 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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

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

This is Appendix 1 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated June 1, 2022.

**Reimbursable Expenses Schedule**

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

8"x11" Copies/Impressions	\$ 0.12/page
Copies of Drawings	\$ 0.90/sq. ft.

This is Appendix 2 to Exhibit C, consisting of  
1 page, referred to in and part of the Agreement  
 Between Owner and Engineer for Professional  
 Services dated June 1, 2022.

**GREEN ENGINEERING, P.L.L.C.**  
**HOURLY RATE SCHEDULE**  
**EFFECTIVE February 1, 2022**

Senior Principal	\$ 230.00
Principal	200.00
Project Manager (PE)	175.00
Project Engineer (PE)	145.00
Engineering Assistant	95.00
Construction Manager	125.00
Marketing Manager	115.00
GIS Technician / Planner	90.00
Surveyor (PLS)	130.00
Surveyor (Non-PLS)	125.00
Surveyor Assistant	95.00
1 Man Survey Crew	90.00
2 Man Survey Crew	130.00
3 Man Survey Crew	150.00
CADD Technician w/Computer	85.00
Construction Observer	80.00
Senior Administrative Assistant	82.50
Administrative Assistant	67.50

The above rates are effective through January 31, 2023. Rates may change each February 1st as a result of changes in direct labor costs.

This is EXHIBIT D, consisting of 5 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated June 1, 2022.

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

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

**ARTICLE 1 - SERVICES OF ENGINEER**

**D1.01 Resident Project Representative**

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

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

compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

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

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

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and Interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

- g. Maintain all Manufacturers' Certification Letters in the project file and onsite during construction to ensure compliance with American Iron and Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, as applicable.

12. *Reports:*

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

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

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

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all Items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
  2. Exceed limitations of Engineer's authority as set forth in this Agreement.
  3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
  4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
  5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
  8. Authorize Owner to occupy the Project in whole or in part.

This is EXHIBIT E, consisting of 2 pages,  
referred to in and part of the Agreement  
between Owner and Engineer for Professional  
Services dated June 1, 2022.



**NOTICE OF ACCEPTABILITY OF WORK**

**PROJECT:** Water District IV - Water System Improvements

**OWNER:** Columbus County Water District IV

**CONTRACTOR:**

**OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:**

**EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:**

**ENGINEER:** Green Engineering, P.L.L.C.

**NOTICE DATE:**

**To:** Columbus County Water District IV  
Owner

**And To:** \_\_\_\_\_  
Contractor

**From:** Green Engineering, P.L.L.C.  
Engineer

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

Exhibit E - Notice of Acceptability of Work.

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Page 1

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

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

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

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

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

Dated: \_\_\_\_\_

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated June 1, 2022.

### Insurance

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

#### G6.05 Insurance

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

1. By Engineer:

- |   |                 |
|---|-----------------|
| a. Workers' Compensation:   | Statutory       |
| b. Employer's Liability --  |                 |
| 1) Bodily injury, each accident:  | \$ 1,000,000.00 |
| 2) Bodily injury by disease, each employee:   | \$ 1,000,000.00 |
| 3) Bodily injury/disease, aggregate:  | \$ 1,000,000.00 |
| c. General Liability --   |                 |
| 1) Each Occurrence (Bodily Injury and Property Damage):                               | \$ 1,000,000.00 |
| 2) General Aggregate:   | \$ 2,000,000.00 |
| d. Excess or Umbrella Liability --  |                 |
| 1) Per Occurrence:  | \$ 3,000,000.00 |
| 2) General Aggregate:   | \$ 3,000,000.00 |
| e. Automobile Liability -- Combined Single Limit (Bodily Injury and Property Damage): |                 |
|   | \$ 1,000,000.00 |
| f. Professional Liability --  |                 |
| 1) Each Claim Made  | \$ 1,000,000.00 |
| 2) Annual Aggregate   | \$ 2,000,000.00 |
| g. Other (specify):   | \$ _____        |

2. By Owner:

- |                           |           |
|---------------------------|-----------|
| a. Workers' Compensation: | Statutory |
|---------------------------|-----------|

Exhibit G -- Insurance.

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Page 1

b. Employer's Liability --

- 1) Bodily Injury, Each Accident \$ \_\_\_\_\_
- 2) Bodily Injury by Disease, Each Employee \$ \_\_\_\_\_
- 3) Bodily Injury/Disease, Aggregate \$ \_\_\_\_\_

c. General Liability --

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

d. Excess Umbrella Liability

- 1) Per Occurrence: \$ \_\_\_\_\_
- 2) General Aggregate: \$ \_\_\_\_\_

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

\$ \_\_\_\_\_

f. Other (specify):

\$ \_\_\_\_\_

B. Additional Insureds:

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

- a. Green Engineering, PLLC  
Engineer
- b. \_\_\_\_\_  
Engineer's Consultant
- c. \_\_\_\_\_  
Engineer's Consultant
- d. \_\_\_\_\_  
[other]

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

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

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Exhibit G – Insurance.  
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This is EXHIBIT H, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated June 1, 2022.

**Dispute Resolution**

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

H6.08 *Dispute Resolution*

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

This is EXHIBIT J, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated June 1, 2022.

**Special Provisions**

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

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

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
Amendment No. \_\_\_\_\_

The Effective Date of this Amendment is:          .

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: Columbus County Water District IV

Engineer: Green Engineering, P.L.L.C.

Project: Water District IV – Water System Improvements

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

Additional Services to be performed by Engineer

Modifications of payment to Engineer

Description of Modifications:

Agreement Summary:

Original agreement amount: \$ \_\_\_\_\_

Net change for prior amendments: \$ \_\_\_\_\_

This amendment amount: \$ \_\_\_\_\_

Adjusted Agreement amount: \$ \_\_\_\_\_

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

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

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

OWNER:	ENGINEER:
Columbus County Water District IV	Green Engineering, P.L.L.C.
By: <u>Edwin H. Madden, Jr.</u>	By: _____
Print name: Edwin H. Madden, Jr.	Print name: E. Leo Green, Jr., P.E.
Title: County Manager	Title: Managing Member
Date Signed: <u>06/20/2022</u>	Date Signed: _____

RD Instruction 1940-Q  
Exhibit A-1

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

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

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

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

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

E. Leo Green  
(name)

June 1, 2022  
(date)

Managing Member  
(title)

This form is available electronically.

Form Approved – OMB No. 0505-0027  
Expiration Date: 04/30/2022**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048  
Lower Tier Covered Transactions**

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

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

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME Green Engineering, PLLC	PR/AWARD NUMBER OR PROJECT NAME Columbus County Water District IV
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) E. Leo Green, Jr., PE - Managing Member	
SIGNATURE(S) 	DATE June 1, 2022

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

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

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

**Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

RUS CERTIFICATION PAGE

PROJECT NAME: Columbus County Water District IV – Water System Improvements

The Engineer and Owner hereby concur in the Funding Agency required revisions to E-500. In addition, Engineer certifies to the following:

All modifications required by RUS Bulletin 1780-26 have been made in accordance the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

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

Basic Services	\$	<u>874,981.59</u>
Resident Project Observation	\$	<u>238,022.19</u>
Additional Services	\$	<u>                    </u>
TOTAL	\$	<u>1,113,003.78</u>

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

E. Leo Green, Jr. June 1, 2022  
 Engineer Date

E. Leo Green, Jr., P.E. - Managing Member

Name and Title  
Edwin H. Madden, Jr. 06/20/2022  
 Owner Date

Edwin H. Madden, Jr. - County Manager

Name and Title

Agency Concurrence:

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

\_\_\_\_\_  
 Agency Representative Date

Name and Title

(a) CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of County Commissioners of the County of Columbus does hereby certify: That the above/attached contract is a true and correct copy of the contract with Green Engineering, as regularly adopted at a legally convened meeting of the Columbus County Board of Commissioners duly held on the 06<sup>th</sup> day of February 2023; and, further, that such contract has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 06<sup>th</sup> day of February, 2023.

\_\_\_\_\_  
 Jana Nealey

Clerk to the Board of County Commissioners

**ADJOURN COMBINATION MEETING of COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV AND V BOARD MEETING**

**MOTION:**

At 7:17 P.M., Commissioner Watts made a motion to adjourn the County Water and Sewer Districts I, II, III, IV, and V combined meeting minutes, seconded by Commissioner Smith. The motion unanimously passed.

**Agenda Item # 27: COMMENTS**

**A) Board of Commissioners**

**Commissioner Brent Watts** commented on the following:

- All of our Commissioners attended the Ribbon Cutting for the new West Columbus School this Sunday and it was really a state of the art design for the school. I am proud to see those kinds of schools built in our area and I'm excited about the upcoming one in Tabor City.

**Commissioner Byrd** commented on the following:

- "I'd like to probably ask for a few minutes more than three minutes because I may go over just a little bit. You know we acted like a board should. We all sign up for different events and we work together to make sure we can show our support for the citizens in this county. I just wanted to address a minute; Mr. Chairman, what concerns me is that a representative takes over naming of the roads and bridges and that's something to counties always done. I don't know anyone else in the county that is any more deserving than Bill Johnson to have the bridge on 242 named after him. The old board had previously talked about it. When the bridge was being named for Kevin Connor and the commissioners were discussing what all needed to be done, I said no, Kevin Connor didn't have as much to do with the western side of the county as he did in middle and the eastern parts, but, we went ahead. We've had so many things going on, and we all know we've been in a bad situation especially for the last few months, and maybe we didn't act on it at the time we should have. I really think the representative should've come through this board with naming the roads because traditionally, the county commissioners make those decisions. County Commissioners can always approve to have them invited here and work together but we do not even get acknowledged when those decisions are being made. Bill Johnson's family called to let me know about the road being named after him. If not for that, I would not even know anything about it. I just feel like we should be on the same page and not circumvent the process. You know don't wait till somebody dies. We should've done it when he was alive.
- I want to make that clear I'm not speaking against any employee the county while I am talking about the Tax Office. I've been involved in a couple different foreclosures that the county has pursued. This last one, a family member went to the tax office in 2016 and told them the house was not livable and the mother was going to the rest home. Now, they

didn't charge for the trash can in 2017 but in 2018 when they brought the new trash cans they just put them out at different locations, so another trash can got charged to this property and taxed the same as if the home was livable. Now the lady is 86 years old and she's in the rest home. She has children scattered, but you know how that is, one child assuming the others taking care of things but, however, they got delinquent with their taxes and we have to collect the money, nobody's going to dispute that, but they went, assessed, and brought the attorney in and all of that and got a house bill of around \$6000. That's what they had to bring to pay off the debt, therefore; the family came to me and I said well the house should not be taxed like that, because I see it. I go to the tax office in and check it and they had been bill for the trashcan, that's \$200 plus in a year so that created a big debt. Inside the house, the floors fell in, the ceilings had fallen in, but yet it was still being taxed and taxed, therefore, accumulating in the same manner as if it was a good, livable house. My point is, I feel like we've got to do foreclosures, we've got to collect the money for the county, but I feel that before the county puts the family to the extra expense of an Attorney, because they were in a house where the house valued at \$32,000 and \$32,000 at our current rate plus the trash can over five years put it extremely out of reach for the family, but when he went back and we taxed it like we should have, and never added the trash cans, but interest had accumulated along the way, plus when he turned it over to the attorney it was another \$1,00 - \$1200. I ask for more than three minutes and get permission from the Chairman to speak longer than 3 mins. The family paid the \$2,000 dollars and it worked out, but if someone would not have gotten involved, they would have lost their property. I think when a home is going into foreclosure, they should go out and inspect properties to make sure this does not happen

Chairman Bullard -Why don't you, if you could please, speak with Mr. Madden tomorrow and follow up on this.

County Manager Madden – I'll call you tomorrow and follow up with you on this.

**Vice Chairman Coleman** commented on the following:

- I'd like to thank the citizens of the county of we've worked hard through difficult times and think we're heading out of them now. I'm praying that we can work together so Columbus County can grow and focus our energy on growth and what is right for the citizens of this county. We got great employees, and we got great citizens. I'm just asking for us all to work together and give us your opinion, we might get whipped up a lot but it's part of our jobs. If you got problems, come to us with your problems and see if we can help.

**Commissioner Featherson** commented on the following:

- I would like to say Good Evening to everyone. I was able to attend the West Columbus open house yesterday, it was a beautiful school and I am very pleased with the county, the Board of Education. Please, let us support our children more to help our future we must invest in those children that are in school. The atmosphere, the coloring, everything is very conducive there for learning. I just ask that we support our children in any way we can support them. I would also like to say that this is Black History Month and let's take the opportunity to educate ourselves on some of the things Black Americans have done.

**Commissioner Floyd** commented on the following:

- Commissioner Watts mentioned earlier went to the Community Watch meeting and we have been to several now and I urge if you have one in your community, you need to go. It is a lot of fun, you learn quite a bit about your community and what you can do to help, no politics involved. Like I said if you have one in your community, I encourage you to go.

**Commissioner Smith** commented on the following:

- I would like to back up what they said about the schools and then the biggest thing about it is we are mirroring another one in Tabor City. It is beautiful school and like Mrs. Featherson said, we need to invest in our children. I don't know who all went to the Meet and Greet with the Chamber but it was great success last week and all awards were well-deserved.

**Chairman Bullard** commented on the following:

- Thanks sir. I'd also like to say that I did go to Roseland's Fire Department barbecue the other day and the Fire Department is still doing the old traditional BBQ sale to raise money, and I congratulate them boys for their hard work. I know they put in two full days of work doing this to raise money for the department. Cerro Gordo Fire Department the other night, they went to the new school to educate themselves on the elevators and inlets, outlets, and fire exits within the school so they could make sure that our kids were safe in an emergency were to happen along with about 30 head of people, so Mr. West Thank you heading this up and making sure they are on top of things if an emergency were to come up. The new school at Cerro Gordo, we are proud of Commissioner Featherson and I have to hand it to this board. I can't brag on them enough. They all were there for the ribbon cutting. They've all been here throughout the whole process of making sure the loans were approved and we can do what we could help make the process happen and we are working with the Board of Education like a family, like we should to make progress in Columbus County. I just can't brag on this board and I encourage you to keep up the good work I'm proud of you and along with a good manager we're making good things happen. We couldn't do it without you Mr. Madden.

**County Manager Mr. Madden** commented on the following:

- Thank you up just a couple of things, we're entering into the busy time with budget season and in addition to your regular board meetings, we've asked you to place on your calendar. The date of March 8 for your annual budget retreat will be sending out reminders for that, also wanna make you aware that the superintendents of both Whiteville City Schools and Columbus County schools as well as community college president and the hospital CEO and myself will be attending an apprenticeship presentation at community college on February 21 to be a successful program there that this team of leaders is hoping to duplicate here and I will be reporting back to you most likely at the budget retreat on March 8. I want to congratulate town Lake Waccamaw they put the first ambulance in the service February 1, and in addition to that the first QRV unit was placed in the service as well that QRV was of utilized today I had to backfill for the carnival phone risky department. It was out of service and so even though the department was out of service are QR view, unit was available provide a first responder or paramedic level response to that district of that. Otherwise I would've left it. I've uncovered four.
- Mr. West and I attended a manager's conference two days last week and some of the things they discussed. I thought you would be interested in knowing trends in fire service, affordable, housing recruitment and retention of employees of trends in law enforcement, middle hill, strategic planning all things do we do on a daily basis, but we're highlighted at this conference are the thing that was most

interesting to me, and I thought that this board needed to know about. It was presentations from the state, treasurer, Mr. Fallwell, and the North Carolina Director of the Economic Development Partnership, Mr. Christopher Chung. Here's what they had to say, According to treasurer for North Carolina is now number one in the country for business outlook in business activity, North Carolina state that has dropped 60% over the past few years and it is anticipated they will be completely out of debt in the next two years, Mr. Chung begin the Director of the North Carolina Economic Development Partnership, this partnership says that this year they are actively working with 220 economic development projects with billions in new investment in the state and some of those are in our region one of which is in our county to reoccurs but that interest in North Carolina has never been higher in new in expanding industries in the state are creating billions in additional tax revenues with a B, billions of additional tax revenue. In addition, tourism dollars are in record labels so, in spite of the rising gas prices, people are still traveling. People are coming to North Carolina we have a beautiful state it is revenue derived from sales tax and other revenues, so unlike a lot of states across the country who are in recession, North Carolina is not one of those of states so, we're very fortunate, which is why this board presented a list to our legislators. The list has been approved and sent to our Representative Jones is Senator Rabon. We coined it our "wish list", but it is our priority list for capital funding for the upcoming legislative long session. We're hopeful that all those priorities will be given fair consideration, especially in light of the fact that the state is in such good financial condition.

- I'm also pleased to tell you that North Carolina is receiving in additional settlement of opioid funding, and I know all good if you want funding in the distribution of those funds have been discussed somewhat this evening, we'll go in more detail about where the settlement funds are coming from later right now is probably an attorney client privilege matter but I will tell you is that in addition to the first round of settlement for Columbus County and the other 99 counties will receive it. We will see considerable planning to address the opioid crisis of this round. As we understand it is more frontloaded compared to the first round of finding that we received, which is you are where is spread over an 18 year. We expect these dollars in the second round again to be frontloaded. We'll see more in the initial years than in the latter years. The task force is a working group that has been helping us derive the priorities. They will address these additional funds and make a recommendation to you all on where those funds should be invested our expectation, however, is that these funds will be used for emergency services potentially with a QRV program and to support our fire and rescue departments, the court system and the hospital. We've already talked this evening about The Healing Place, that program and that facility is now up and running. We started making referrals there today so Columbus County residents were already receiving treatment and if had not been for this facility, we would not have those resources available to them. Here is how the process works, as a press release I think it's been sent out to the local news media with a published phone number and that I want everybody to jot this down 910-640-8872 if you need treatment for if you have a family member who is in, need call that number and a local counselor will receive that call and do an assessment by phone and make the referral to the healing place. We talked earlier about the cost associated with that there is no cost to the to the patient to the person seeking treatment, zero cost. All of these expenses are being paid for by the opioid settlement that the county received. In addition, if that individual needs transportation is included in that \$65 a day fee that we are responsible for and no cost to the patient. The transportation service to the facility is at zero cost and so we are encouraged that we now have this facility available to our residences and citizens and we hope that it will make a difference in the lives of individuals who are dependent upon Opioids and other substance abuse issues. Please remember that number, we will be publicizing it more and encourage those in the treatment to see it because we're here to help.

- We want to congratulate Julie Strickland, our Parks and Recreation Director for receiving the Saul B. Mann Community Spirit Award presented by the Columbus County Chamber of Commerce for her dedication and commitment to her community.

**Agenda Item # 20: ADJOURNMENT**

Chairman Bullard stated that he is proud to be a part of this Board and thanks them all for what they do. He stated that he thinks that we have a good group and is thankful for them.

**MOTION:**

At 7:37 P.M. Commissioner Featherson made a motion to adjourn, and it was seconded by Commissioner Smith. The motion passed unanimously.

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**JANA NEALEY, Clerk to the Board**

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**RICKY BULLARD, Chairman**