



**TOWN COUNCIL
SPECIAL MEETING AGENDA**

August 14, 2017

6:00 P.M.

WINTERVILLE TOWN HALL ASSEMBLY ROOM

- I. CALL TO ORDER.**
- II. INVOCATION.**
- III. PLEDGE OF ALLEGIANCE.**
- IV. WELCOME.**
- V. APPROVAL OF AGENDA.**
- VI. PUBLIC HEARING:**
 - 1. MPO adopt the revised Comprehensive Transportation Plan Highway Map.
 - 2. CDBG Infrastructure funds application submittal.
- VII. ITEMS FOR DISCUSSION:**
 - 1. Resolution of Reimbursement – Recreation Vehicles.
 - 2. Engineering Services Agreement for Church Street Pump Station Rehabilitation – Rivers & Associates, Inc.
- VIII. ADJOURN.**

SPECIAL NOTICE:

Anyone who needs an interpreter or special accommodations to participate in the meeting should notify the Town Clerk's Office at 756-2221, ext. 206 at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: August 14, 2017

Presenter: Ben Williams, Assistant Town
Manager

Item to be Considered

Subject: Public Hearing for Comprehensive Transportation Plan (CTP) Map.

Action Requested: N/A.

Attachments: Resolution.

Prepared By: Ben Williams, Assistant Town Manager

Date: 8/10/2017

ABSTRACT ROUTING:

TC _____

FD _____

TM 8/10/2017

Final 8/10/2017

Supporting Documentation

The CTP is a long-term “wish-list” of recommended transportation improvements intended for an entire MPO planning area. It doesn’t have a specific timeline, cost, or funding source. The plan is a living document that provides for inter-jurisdictional cooperation and planning. All roadway segments on the CTP Highway Map are identified as one of three classifications: a) existing, b) needs improvement, and c) recommended. The CTP plan replaces what was previously known as the Thoroughfare Plan.

Budgetary Impact: There are no costs associated with requesting the MPO make these changes to the CTP map.

Recommendation: Adopt resolution requesting MPO adopt the Draft CTP Highway Map.

RESOLUTION NO. _____
ADOPTION OF THE DRAFT COMPREHENSIVE TRANSPORTATION PLAN HIGHWAY MAP

WHEREAS, the Greenville Urban Area Metropolitan Planning Organization (GUAMPO) and the North Carolina Department of Transportation (NCDOT) actively worked to develop the Comprehensive Transportation Plan Highway Map.

WHEREAS, it is recognized that the highway map is but one element towards the development of a Comprehensive Transportation Plan (CTP) that will entail other modes of transportation when completed; and

WHEREAS, development of a Comprehensive Transportation Plan is directed by North Carolina General Statutes (NCGS) 136-66.2; and

WHEREAS, the purpose of the CTP is to document present and future transportation needs and the proposed solutions to meet those needs and act as an update to the Thoroughfare Plan; and

WHEREAS, the CTP Highway Map may be used by local officials to plan for transportation facilities that reflect the needs of the public while minimizing disruptions to local residents, businesses, and the environment; and

WHEREAS, a CTP Highway Map mutually adopted by the NCDOT Board of Transportation and GUAMPO will aid the region and State in making transportation decisions affecting the economic climate and quality of life within the Greenville Urbanized Area; and

WHEREAS, the Highway Map of the Comprehensive Transportation Plan was last adopted by the Board of Transportation on July 9, 2009, October 3, 2011, and last modified October 4, 2016; and

WHEREAS, a public hearing was held at the Town of Winterville's August Town Council Meeting, August 14, 2017, formally requesting that the MPO adopt the Draft CTP Highway Map; and

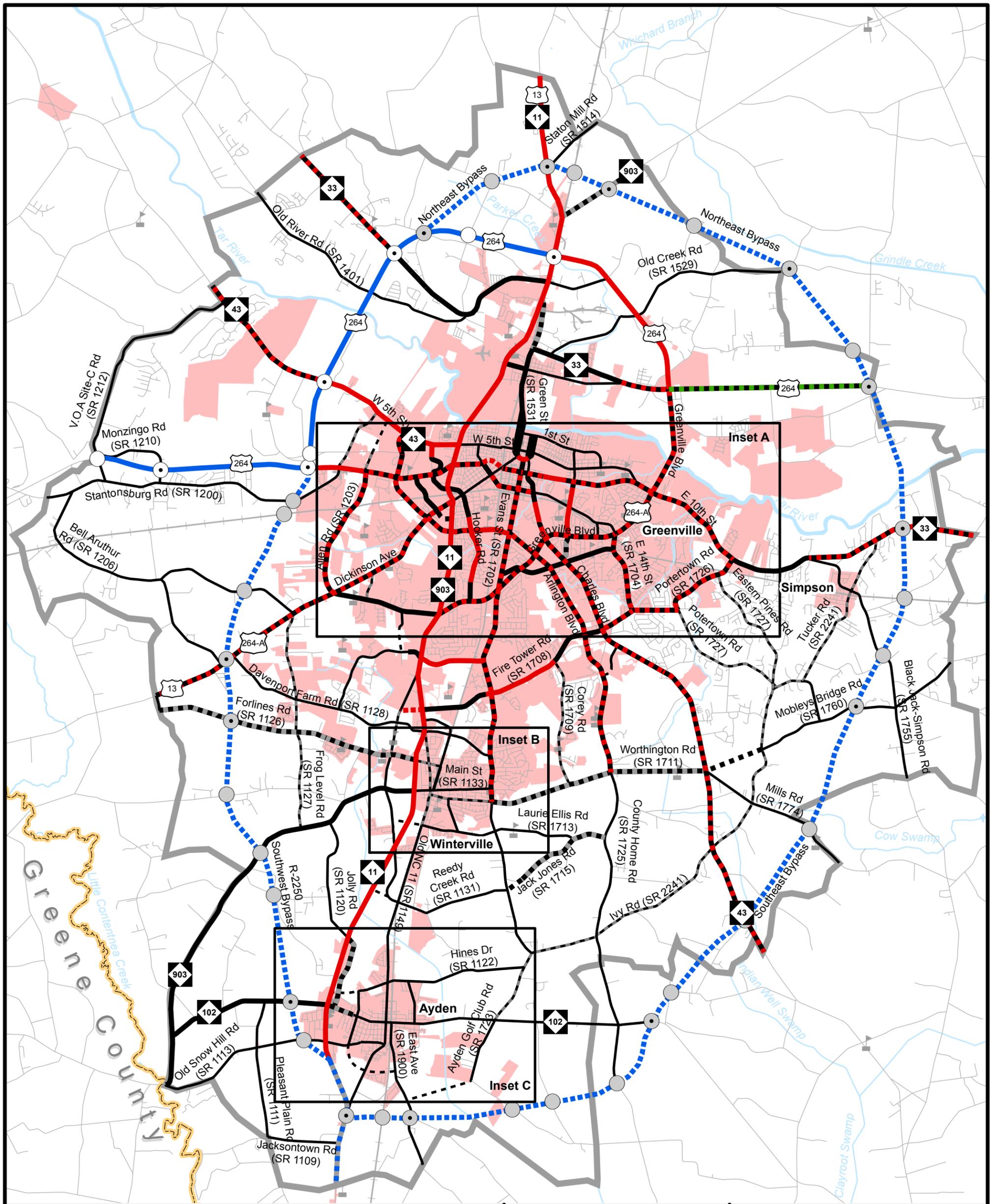
NOW, THEREFORE, BE IT RESOLVED that the Town of Winterville formally requests the Greenville Urban Area MPO adopt the Draft CTP Highway Map as presented.

Monday, August 14, 2017

Douglas A. Jackson, Mayor

ATTEST:

Amy P. Barrow, Acting Town Clerk



Freeways	Other Major Thoroughfares
Existing	Existing
Needs Improvement	Needs Improvement
Recommended	Recommended
Expressways	Minor Thoroughfares
Existing	Existing
Needs Improvement	Needs Improvement
Recommended	Recommended
Boulevards	Existing Interchange
Existing	Proposed Interchange
Needs Improvement	Interchange Needs Improvement
Recommended	Existing Grade Separation
	Proposed Grade Separation

Miles
0 0.5 1 2 3

DRAFT

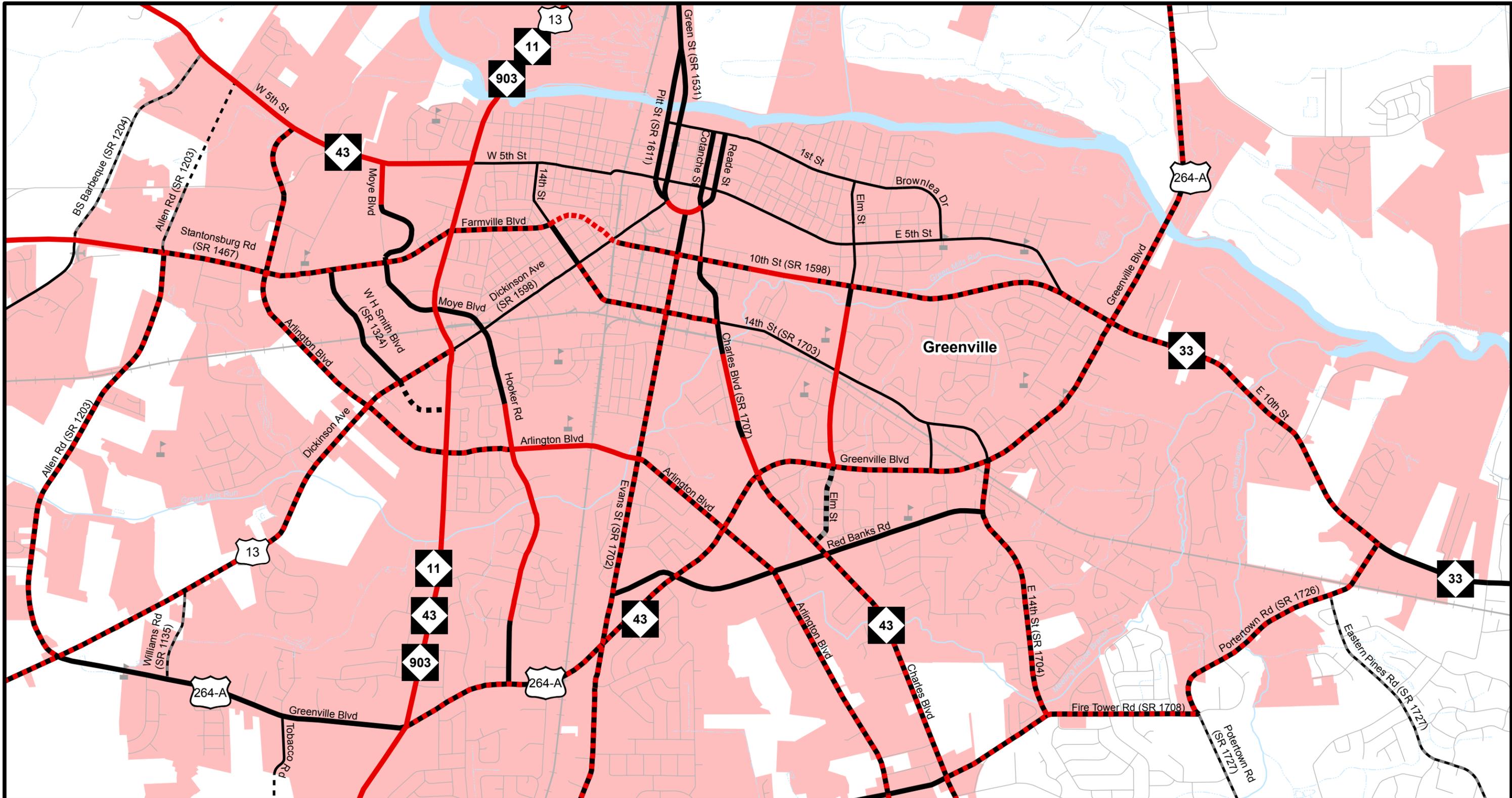
Base map date: 7/5/17

Refer to CTP document for more details

Highway Map

**Greenville
Urban Area MPO
Comprehensive
Transportation Plan**

Plan date: ⁴



Freeways

- Existing
- Needs Improvement
- Recommended

Expressways

- Existing
- Needs Improvement
- Recommended

Boulevards

- Existing
- Needs Improvement
- Recommended

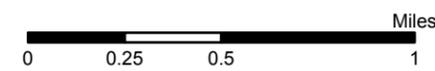
Other Major Thoroughfares

- Existing
- Needs Improvement
- Recommended

Minor Thoroughfares

- Existing
- Needs Improvement
- Recommended

- Existing Interchange
- Proposed Interchange
- Interchange Needs Improvement
- Existing Grade Separation
- Proposed Grade Separation



Inset A

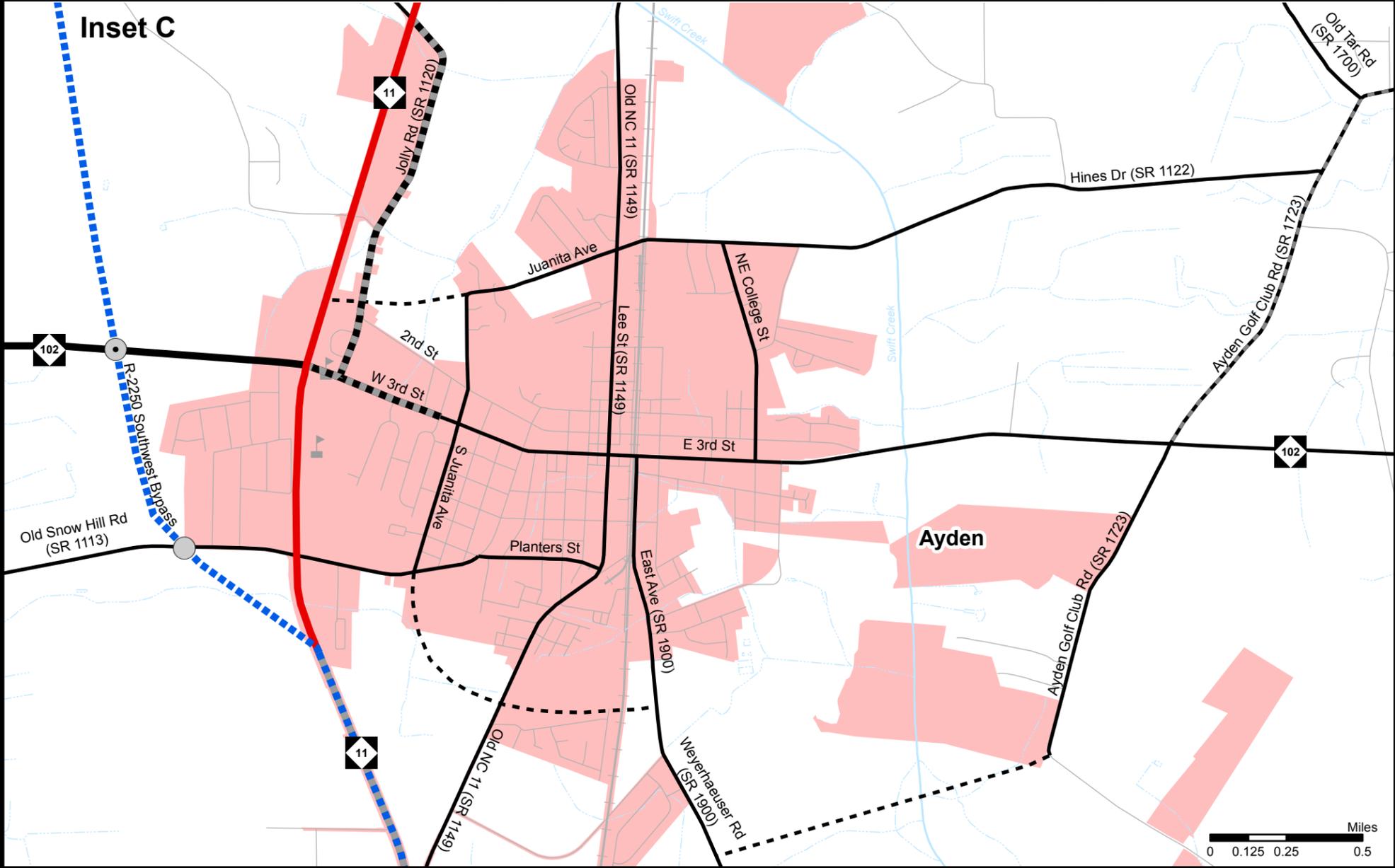
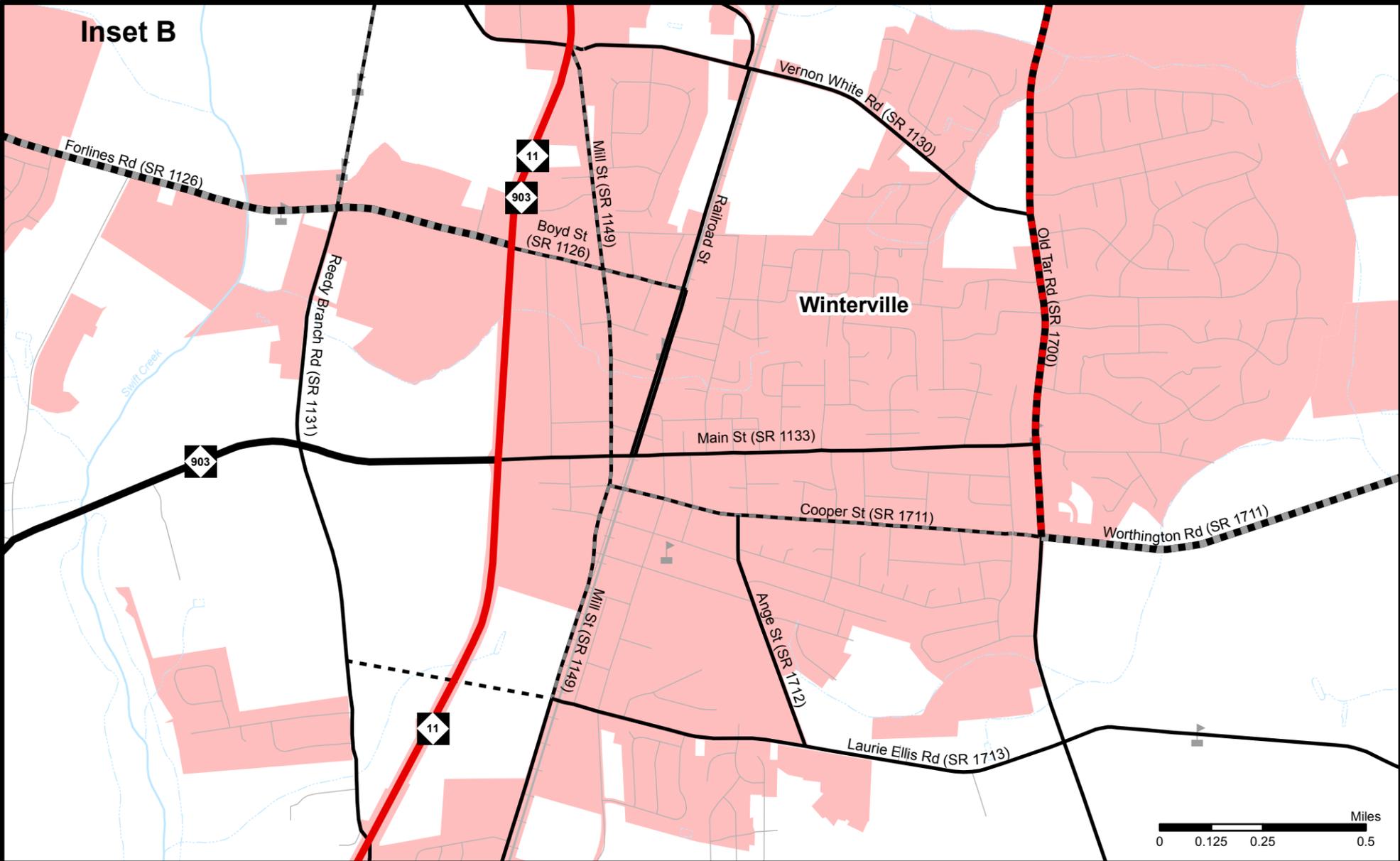
Base map date: 7/5/17

Refer to CTP document for more details

DRAFT

**Highway Map
Greenville
Urban Area MPO
Comprehensive
Transportation Plan**

Plan date:



<p>Freeways</p> <ul style="list-style-type: none"> Existing Needs Improvement Recommended <p>Expressways</p> <ul style="list-style-type: none"> Existing Needs Improvement Recommended <p>Boulevards</p> <ul style="list-style-type: none"> Existing Needs Improvement Recommended 	<p>Other Major Thoroughfares</p> <ul style="list-style-type: none"> Existing Needs Improvement Recommended <p>Minor Thoroughfares</p> <ul style="list-style-type: none"> Existing Needs Improvement Recommended <p> <ul style="list-style-type: none"> Existing Interchange Proposed Interchange Interchange Needs Improvement Existing Grade Separation Proposed Grade Separation </p>
--	--

DRAFT
 Base map date: 7/5/17
 Refer to CTP document for more details

Highway Map Insets
Greenville Urban Area MPO
Comprehensive Transportation Plan
 Plan date: ⁶



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: August 14, 2017

Presenter: Ben Williams, Assistant Town
Manager

Item to be Considered

Subject: CDBG-Infrastructure Grant Application.

Action Requested: N/A.

Attachments: Public Hearing Script.

Prepared By: Ben Williams, Assistant Town Manager

Date: 8/10/2017

ABSTRACT ROUTING:

TC _____

FD _____

TM 8/10/2017

Final 8/10/2017

Supporting Documentation

The NC Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI) will be accepting applications for water and sewer improvement projects targeting low-moderate income residents. The purpose of these funds is to construct public water and sewer infrastructure to mitigate public and environmental health problems in areas where the percentage of low to moderate income persons is at least 51 percent. Income surveys for residents in the project areas will continue to be conducted in the next month.

A public hearing is necessary to comply with the funding agency's requirements.

This 2nd public hearing is to summarize the project area, costs, and beneficiaries prior to submitting the final application package.

The maximum grant amount is \$2,000,000 per applicant over a 3-year period.

Applications are due September 30, 2017 with Notice of Funding anticipated to occur in December, 2017. If approved for funding, and should Council decide to accept the grant offer, staff will prepare a Request for Proposals (RFP) for distribution to potential consultants.

Budgetary Impact: If approved by the agency, the project will be paid for by 100% grant.

Recommendation: N/A.

TOWN OF WINTERVILLE, NC

2017 CDBG-I Grant Application

Public Hearing Meeting Script

August 14, 2017

Town of Winterville, NC

This public hearing on August 14, 2017 will provide an explanation and description of the 2017 North Carolina Department of Environmental Quality (NCDEQ) Community Development Block – Infrastructure Grant (CDBG-I).

We are present to discuss the purpose of the public hearing for the Town of Winterville’s CDBG-I funding application. The purpose of the public hearing is to obtain citizen’s views and to allow response from the public to funding proposals and answer any questions posed by citizens. This public hearing will cover the Town’s community development needs, development of the proposed activities, and a review of program compliance before the submission of the Town’s CDBG-I funding application to the state of the North Carolina.

The Town proposes to request funding from NCDEQ’S CDBG-I program for 2017 CDBG-I Water and Sewer Improvements. The purpose of the CDBG-I grant program is:

To improve the quality of life for low to moderate income people by providing a safe, clean environment and clean drinking water through water and sewer infrastructure improvements and extensions of service.

- To benefit a residential area where at least 51% of the beneficiaries are low to moderate income as defined by the United States Department of Housing and Urban Development.
- To perform eligible activities.
- To minimize displacement, and
- Provide displacement assistance as necessary.

For the fiscal year of the CDBG-I funding available for Fall 2017 is expected to be \$21 million. The maximum available grant is \$2.0 million over a 3-year period. Applications for funding will be received September 30, 2017.

The CDBG program is able to fund a wide variety of community development activities. The State of North Carolina has chosen to fund two activities: water and sewer infrastructure, and economic development projects that lead to job creation or retention. The infrastructure program, or CDBG-I program can fund a range of water and sewer infrastructure activities, including, but not limited to the, following:

Water:

- Projects that resolve water loss in distribution systems.
- Projects that extend public water to areas with contaminated wells.
- Projects that extend water lines to areas with dry wells.
- Projects that assist with low water pressure in public water systems.
- Projects that regionalize two or more water systems.
- Project that rehabilitate or replace a water treatment plant.

Wastewater:

- Projects that resolve inflow and infiltration to collection systems and surcharges from pumps stations and manholes.
- Projects that extend public sewer to areas with failed septic tanks.
- Projects that rehabilitate a wastewater treatment plant to allow for greater efficiency/compliance with regulations.

The Town is seeking an amount in CDBG-I funds not to exceed \$2,000,000 for Water and Sewer System Improvements. The purpose of the Town's request is to replace and rehabilitate water and sewer lines.

The project proposed by the Town of Winterville is identified in the Capital Improvement Plan 2016. Informal community meetings were held in the project area to inform citizens of the potential project, and get feedback from the residents.

A total of 100% of the CDBG- I funding will be used to benefit Low to Moderate Income (LMI) people. The project area in the Town of Winterville has been determined to have an Income Survey Area LMI of 51%. The project area includes portions of Hammond St., Myrtle St., Tyson St., Blount St., Jones St., and Railroad St.

The range of activities covered by the CDBG-I funds for the 2017 CDBG-I Water and Sewer System Improvements includes:

- Construction.
- Environmental Review
- Engineering Design
- Construction Administration and observation.
- Legal activities.
- Surveying.
- Grant Administration.

If Town of Winterville is awarded a CDBG-I grant, the Town is required to adhere to federal procurement requirements and other federal regulations which include:

- American with Disabilities Act/Section 504 Survey
- Davis-Bacon & Related Labor Acts
- Adoption/Submittal of a Citizen's Participation Plan
- Adoption/Submittal of an Equal Opportunity Plan
- Adoption/Submittal of a Fair Housing Plan
- Adoption/Submittal of a Language Access Plan
- Adoption/Submittal of a Relocation Assistance Plan
- Adoption/Submittal of a Section 3 Plan
- Excess Force Provision

The State of North Carolina requires that the if the Town of Winterville receives CDBG grant funding that the town will certify that they will comply with the requirements of the general displacement and relocation policy for CDBG grant funding. This policy assists low to moderate income people with costs associated with relocation or displacement, should such relocation become necessary due to the project activities. CDBG funds can be used for those costs, if necessary. If no displacement and relocation will occur as a result of the proposed CDBG grant activity, then the Town of Winterville confirms that during this public hearing.

The Town will submit its CDBG-I application for the 2017 CDBG-I Water and Sewer System Improvements on September 30, 2017. The CDBG-I application will be available for review during normal business hours at 2571 Railroad Street, Winterville, NC 28590. Additional information is available from the Town Manager's Office located at 2571 Railroad Street, Winterville, NC 28590.

Should you have any complaints or grievances regarding the subject public hearing, they should be addressed to the addressee mentioned above within 10 business days or by August 24, 2017 and a written response to the written complaints and/or grievances will be sent by the Town within 10 business days, where practicable.

We open the floor for comments and questions about the CDBG program, and about the proposed project.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Items for Discussion

Meeting Date: August 14, 2017

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Resolution of Reimbursement.

Action Requested: Approve the Resolution.

Attachments: Resolution of Reimbursement.

Prepared By: Anthony Bowers, Finance Director

Date: 8/8/2017

ABSTRACT ROUTING:

TC _____

FD _____

TM 8/10/2017

Final 8/10/2017

Supporting Documentation

The resolution of reimbursement allows the Town to begin making purchases while funding sources are being obtained. This is a standard procedure that is often used to keep projects on schedule. It is also required by the IRS for this type of situation. The amount being finance is \$56,500. Purchasing 1 full-size pickup and 1 multi-passenger transit van for Parks and Recreation.

Budgetary Impact: The annual debt service will begin in the 2017-2018 FY.

Recommendation: Approve the resolution.

From: [Anthony Bowers](#)
To: [Terri Parker](#)
Subject: Resolution of Reimbursement - Installment Purchase Agreements
Date: Monday, August 07, 2017 10:58:58 AM
Importance: High

Terri,

As you know we are buying vehicles with the use of an installment purchase agreement. In order to move forward with the purchase of the vehicles we need to adopt a Resolution of Reimbursement. This will allow for us to move forward and purchase the vehicles while we obtain the loan. We will begin the financing contract RFP immediately. With that being said I would like to add the resolution to the August Agenda. This is normally a consent agenda item as the council has already adopted the budget approving the financing of the vehicles.

Please let me know if we can move forward with this item. I will go ahead and send you the resolution so you can have it for your records.

Thanks,

Anthony Bowers
Finance Director
Town of Winterville
252.215.2348

Resolution No. _____

**TOWN OF WINTERVILLE
DECLARATION OF OFFICIAL INTENT TO REIMBURSE**

BE IT HEREBY RESOLVED that the Town of Winterville, NC does hereby adopt the following declaration (the "Declaration") of official intent to reimburse.

This declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulation Section 1.150-2 and is intended to constitute a Declaration of Official Intent to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The Undersigned is authorized to declare the official intent of the Town of Winterville, North Carolina (the "Issuer") with respect to the matters contained herein.

1. **Expenditures to be Incurred.** The Issuer has incurring expenditures (the "expenditures") for the purchase of a Full Size Pickup Truck, and a Multi Passenger Transit Van.
2. **Plan of Finance.** The Insurer intends to finance the cost of the project with the proceeds of debt to be issued by the Issuer (the "Borrowing") the interest on which is to be excluded from gross income for federal income tax purposes.
3. **Maximum Principle Amount of Debt to be Issued.** The maximum principle amount of the borrowing to be incurred by the Issuer to finance the equipment and vehicles is \$56,500.
4. **Declaration of Official Intent to Reimburse.** The issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by its prior to the issuance of the Borrowing.

Adopted this the 14th day of August, 2017.

By: _____
Douglas A. Jackson, Mayor

ATTEST:

Amy Barrow, Acting Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Items for Discussion

Meeting Date: August 14, 2017

Presenter: Ben Williams, Assistant Town
Manager

Item to be Considered

Subject: Church St. Lift Station Control Panel Replacement Engineering Amendment.

Action Requested: Approval of Engineering Contract Amendment with Dibble & Pledger, P.A.

Attachments: Cost Estimate & Engineering Proposal.

Prepared By: Travis Welborn, Public Works Director

Date: 8/10/2017

ABSTRACT ROUTING:

TC

FD

TM tlp - 8/11/2017

Final tlp - 8/11/2017

Supporting Documentation

Town Council previously approved an Engineering Contract with Dibble & Pledger for the design, bidding, and construction administration of a replacement control panel for the Church Street lift station control panel. At that time the only money available for the design and construction costs associated with this project were Town funds. Since then the Town has been awarded a grant from the North Carolina Department of Commerce in the amount of \$270,000 to help cover the costs associated with this project. The Town also budgeted \$124,000 in this year's budget for the control panel replacement. Originally the project scope only included replacing the panel itself and adding a SCADA system. However, the grant that was received also includes the addition of a permanent standby generator and transfer switch and raising the wet well top elevation such that it is above the flood elevation in that area. The additional engineering fees for the extra work including construction administration and observation is \$30,736.00. The revised total engineering design contract will be \$43,336.00.

Budgetary Impact: All costs associated with this project will be paid for with the grant money allocated to the Town by the North Carolina Department of Commerce. The Town will also be reimbursed for the money already spent on the original design as well.

Recommendation: Approval of contract amendment with Dibble & Pledger, P.A.

August 2, 2017

Ron Pledger, P.E., LEED-AP, BD+C
Dibble & Pledger, P.A.
222 West Main Street
Washington, NC 27889

REFERENCE: Letter of Agreement for Professional Engineering Services for Civil Engineering Services for the Church Street Pump Station Rehabilitation in Winterville, NC

Dear Mr. Pledger:

Rivers & Associates, Inc. (ENGINEERING SUBCONSULTANT) is pleased to submit this letter of agreement to Dibble & Pledger (PRIME ENGINEER) for the referenced project. The Project OWNER is the Town of Winterville. The scope of services for this project is as follows:

SCOPE OF SERVICES

1) Limited Survey (Lump Sum)

- a) Conduct limited survey of site and site features. This shall be limited to obtaining horizontal and vertical points on wet well, valve vault, manhole (top only), fence corners, and selected topo information around the wet well, valve vault, future generator location and existing platform.
- b) Establish horizontal/vertical control and set Temporary Benchmark for use during construction.

2) Rehabilitation Design (Lump Sum)

- a) Provide one plan sheet with horizontal/ vertical survey information and wet well construction details and notes.
- b) Top of existing wet well to be removed and new riser and top set to approximately 2 feet above the existing top elevation. Drawing will indicate pipe stub out for future surge valve/ vault.
- c) Owner requests crack injection of existing wet well structure be specified to be completed during the rehabilitation work.
- d) Owner requests pump guide rails to be replaced during construction and installed plumb. Current guide rails are out of alignment.
- e) New wet well top to have flood-proof hatch.
- f) Prepare technical specifications for precast concrete structure, crack injection and other ancillary items associated with wet well. Prepare technical specifications for new guide rails, flood-proof hatch, wet well vent, and other miscellaneous piping and metals.
- g) Prepare cost opinion for rehabilitation work.
- h) Review Preliminary Plan and Specifications with Dibble & Pledger and Owner's staff.

3) Bidding, Construction Administration & Inspection (Hourly)

- a) Assume 8 hours of engineering time to respond to any bidder questions.
- b) Assume 24 hours of engineering time to attend the pre-construction conference, review any civil related shop drawings, respond to any contractor inquiries and complete a final inspection.
- c) Assume 24 hours of engineering time to complete periodic construction observation.

A. SERVICES NOT PROVIDED:

- 1. Geotechnical
- 2. Drawings more detailed than a schematic layout and notes for the existing pump station.
- 3. Hydraulic analysis of pump station and force main.
- 4. Plans and specifications for pump replacement.
- 5. Attendance at meetings other than described for basic services.
- 6. Construction Contract Administration duties
- 7. Funding Administrative duties
- 8. Boundary and topographical survey
- 9. Full time construction inspection.
- 10. Record Drawing Surveys and Mapping
- 11. Construction Staking.
- 12. Easements and/or Property Acquisition.
- 13. Any other service not specifically identified as basic service.

ENGINEERING SUBCONSULTANT will provide PRIME ENGINEER with any of these services and/or other services not part of scope of services outlined herein that you may deem necessary at the appropriate time. Additional Services, when requested, will be authorized in writing in advance via letter or email and will be provided at ENGINEERING SUBCONSULTANT'S then-current hourly rates and/or as may be agreed upon. Current Standard Hourly Rates are shown on the attached EXHIBIT B.

PAYMENT FOR SERVICES

The ENGINEERING SUBCONSULTANT will invoice the PRIME ENGINEER for its services monthly based upon the lump sum and hourly fees.

A. DESIGN PHASE (Lump Sum)

1. Limited Surveying	\$ 1,375.00
2. Design, Plan and Technical Specifications	<u>\$ 5,125.00</u>
Subtotal	\$ 6,500.00

B. CONSTRUCTION PHASE SERVICES (Hourly Estimated)

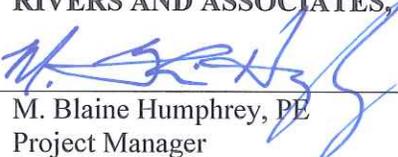
1. Bidding Assistance	\$ 1,050.00
2. Construction Administration Assistance	\$ 3,100.00
3. Periodic Construction Observation	\$ 3,200.00
Subtotal	\$ 7,350.00
Grand Total	\$ 13,850.00

GENERAL TERMS AND CONDITIONS: All Engineering and Technical Services will be provided in accordance with the General Terms and Conditions outlined in the attached EXHIBIT A.

We appreciate the opportunity to submit this Agreement for your review and consideration. If you find this Agreement acceptable, please sign each copy and return one copy to our office. We will begin work upon your notice to proceed. This agreement will remain open for your review, consideration and acceptance for a period of thirty (30) calendar days.

We encourage you to call us any time you have a question or concern.

Very truly yours
RIVERS AND ASSOCIATES, INC.



M. Blaine Humphrey, PE
Project Manager

APPROVED BY:
DIBBLE & PLEDGER, PA

By: _____

Title: _____

Date: _____

Attachments:

EXHIBIT A
EXHIBIT B

EXHIBIT A**GENERAL TERMS AND CONDITIONS****AGREEMENT BETWEEN ENGINEERING SUBCONSULTANT AND PRIME ENGINEER**

1. **GENERAL:** ENGINEERING SUBCONSULTANT intends to serve as the **PRIME ENGINEER**'s professional representative for those services provided under this Agreement and to provide advice and consultation to the **PRIME ENGINEER**. Any opinions of probable project costs, approvals, and other decisions made by ENGINEERING SUBCONSULTANT, for the **PRIME ENGINEER** are rendered on all services for this project in accordance with generally accepted professional practices. ENGINEERING SUBCONSULTANT will not provide or offer to provide services inconsistent with or contrary to such practices nor make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, ENGINEERING SUBCONSULTANT will not accept those terms and conditions offered by the **PRIME ENGINEER** in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt or the actual performance of services subsequent to receipt, of any such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
2. **AMENDMENTS:** This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.
3. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the **PRIME ENGINEER** and ENGINEERING SUBCONSULTANT.
4. **TERMINATION:** This Agreement may be terminated by either party by seven (7) days written notice in the event of a substantial failure to perform in accordance with the terms hereof by one party, through no fault of the other party. In the event of termination by the **PRIME ENGINEER** in accordance with this paragraph, the ENGINEERING SUBCONSULTANT shall be compensated as provided for under paragraph "Compensation, Termination or Delay".
5. **COMPENSATION, TERMINATION OR DELAY:** If any phase of the PROJECT is suspended for more than three (3) months, or abandoned after written notice from the **PRIME ENGINEER**, or if the Agreement is terminated for any reason any time prior to the completion of the PROJECT, the ENGINEERING SUBCONSULTANT shall be paid for services performed prior to the receipt of such written notice from the **PRIME ENGINEER**, based upon hourly rates for the time actually expended prior to termination, together with any reimbursable expenses and any actual out-of-pocket costs incurred by the ENGINEERING SUBCONSULTANT as a result of said termination.
6. **PAYMENT OF ACCOUNT:** During the performance of work under this Agreement, the ENGINEERING SUBCONSULTANT shall submit monthly invoices to the **PRIME ENGINEER** for services rendered to date. Payments to the ENGINEERING SUBCONSULTANT shall be made within fourteen (14) days following receipt of **payment to the PRIME ENGINEER by the OWNER**. Interest shall be charged on the unpaid balance of any invoice not paid within thirty (30) days after receipt thereof, at the maximum rate allowable by law. In the event that any invoice of any portion thereof shall remain unpaid for a period of sixty (60) days after the date of receipt thereof, the ENGINEERING SUBCONSULTANT may, after giving seven (7) days written notice to the **PRIME ENGINEER**, suspend the performance of service under this Agreement until all invoices issued prior thereto have been paid in full.
7. **SERVICE DURING CONSTRUCTION:** Nothing in this Agreement shall be construed as giving the ENGINEERING SUBCONSULTANT the responsibility or authority or direct to supervise construction means, methods, techniques, sequence, or procedures of construction selected by contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **CONSTRUCTION INDEMNIFICATION:** In the event that the OWNER undertakes the performance of the responsibilities of the construction phase, or any portion thereof, or retains the services of any third party to carry out any of these responsibilities, the OWNER agrees to indemnify, save and hold the ENGINEERING SUBCONSULTANT harmless from liability for any omissions of the OWNER, its officers, agents or employees, or any party hired by the OWNER to perform said responsibilities, during the performance of any phase of the work undertaken by the OWNER.
9. **USE AND OWNERSHIP OF DOCUMENTS:** All documents including Drawings and Specifications prepared or furnished by the ENGINEERING SUBCONSULTANT (and ENGINEERING SUBCONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEERING SUBCONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may, at his expense, obtain and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEERING SUBCONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEERING SUBCONSULTANT, or to ENGINEERING SUBCONSULTANT's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEERING SUBCONSULTANT and ENGINEERING SUBCONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefore. Any such verification or adaptation will entitle ENGINEERING SUBCONSULTANT to further compensation at rates to be agreed upon by OWNER and ENGINEERING SUBCONSULTANT.

If required in the letter agreement, the ENGINEERING SUBCONSULTANT will provide electronic files of drawings in AutoCad 2000 DWG (or more recent) or DXF format for the OWNER's use under the conditions indicated above. The ENGINEERING SUBCONSULTANT will not be responsible for the data in the electronic files after 60 days. The files will be submitted on CD or Zip Disk. The ENGINEERING SUBCONSULTANT's name and seal may be removed from the drawings. **Use and Ownership of Documents** applies to all electronic files.

10. **INSURANCE:** ENGINEERING SUBCONSULTANT will maintain insurance coverage in the following amounts:

Workman's Compensation	Statutory
General Liability	
Bodily Injury and Property Damage	\$1,000,000
Automobile Liability	
Bodily Injury and Property Damage	\$1,000,000 inclusive

If the **PRIME ENGINEER** requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the **PRIME ENGINEER**.

11. **EXCLUSION:** For services involving or related to hazardous waste elements of this agreement, it is further agreed that the **PRIME ENGINEER** shall indemnify and hold harmless ENGINEERING SUBCONSULTANT and his consultants, agents and employees from and against all claims, damages, losses, and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work of the ENGINEERING SUBCONSULTANT, or claims against ENGINEERING SUBCONSULTANT arising from the work of others, related to hazardous waste activities.

The above indemnification provision extends to claims against ENGINEERING SUBCONSULTANT which arise out of, are related to, or are based upon, the dispersal, discharge, escape, release or saturation of smoke vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

EXHIBIT B
Standard Hourly Rates Schedule

<u>EMPLOYEE CLASSIFICATION:</u>	<u>HOURLY RATES:</u>
Principal	\$165.00
Sr. Project Manager	\$155.00
Project Manager II	\$140.00
Project Manager I	\$130.00
Project Engineer II	\$120.00
Project Engineer I	\$105.00
Design Engineer II	\$95.00
Design Engineer I	\$85.00
Landscape Architect	\$100.00
Landscape Designer	\$90.00
Project Planner I	\$90.00
Planner II	\$80.00
Planner I	\$70.00
Designer IV	\$115.00
Designer III	\$105.00
Designer II	\$90.00
Designer I	\$75.00
CAD Technician III	\$70.00
CAD Technician II	\$65.00
CAD Technician I	\$60.00
Project Surveyor II	\$105.00
Project Surveyor I	\$90.00
Party Chief III	\$80.00
Party Chief II	\$60.00
Party Chief I	\$55.00
Surveyor Technician II	\$50.00
Surveyor Technician I	\$45.00
1-Man Robotic II	\$135.00
1-Man Robotic I	\$100.00
Resident Project Representative III	\$85.00
Resident Project Representative II	\$70.00
Resident Project Representative I	\$60.00
Intern Tech	\$35.00
Administrative Assistant	\$65.00

OFFICE PHONE (252) 946-3320
(252) 946-0511

DIBBLE & PLEDGER, P.A.
CONSULTING ENGINEERS
ELECTRICAL, MECHANICAL, & PLUMBING
LEED AP BD+C
P. O. BOX 1885
WASHINGTON, NORTH CAROLINA 27889

FAX (252) 946-5160
E-mail rpledger@dibbleandpledger.com
Web: www.dibbleandpledger.com

August 4, 2017

Mr. Travis Welborn, PE
Public Works Director
Town of Winterville
2936 Church Street
Winterville, North Carolina 28590

Re: Winterville Main
Lift Station Control Panel
& Electrical Upgrades

Dear Travis:

I appreciate the opportunity to provide this proposal for a design amendment to this project. Our services will again include design, bidding and construction administration. We assume there again be no review by DENR for this work. Dibble and Pledger additional work will be to design a new standby generator and transfer switch system to be added at the station. The telemetry will be revised to include monitoring the new generator. A new concrete support structure will be also included to have the generator at same elevation as the rack structure. Dibble and Pledger will also coordinate the general construction work designed by Rivers and Associates and incorporate into one set of contract documents. The Electrical Contractor will still be the Prime Contractor for this work. Rivers and Associates has proposed their design work as a lump sum. However, they have bidding and construction administration on an as need basis per their attached rate schedule. Dibble and Pledger has included their bidding and construction administration as part of the overall lump sum.

Estimated Additional Electrical Cost

New Standby Generator	\$90,000.00
New Concrete Structure for Gen.	12,000.00
Upgrade to Auto Transfer Switch	5,000.00
Installation of Gen. and start up	<u>10,000.00</u>
	\$117,000.00
Original Project Estimate with add for Revised new concrete mounting structure (\$124,000 + 12,000)	<u>\$136,000.00</u>
Subtotal new electrical	\$253,000.00

Dibble and Pledger would propose a design amendment for our work as follows:

Design Amendment Dibble and Pledger	\$16,886.00
Breakdown of Design Amendment	
Design	\$10,976.00
Bid	844.00
Construction Administration	5,066.00
Original Design Fee	\$12,600.00
Amendment	<u>16,886.00</u>
Revised Fee	\$29,486.00

Rivers and Associates (See attached Scope of Work)

Lump Sum Fee for Design	
Limited Surveying	\$1,375.00
Design, Plan, and Tech. Specifications	<u>5,125.00</u>
	\$6,500.00

Bidding and Construction Administration on Hourly Rate
as needed.(See attached with Rivers proposal)
Estimated as follows:

Bidding	\$ 1,050.00
Const. Admin	3,100.00
Periodic Const. Observation	<u>3,200.00</u>
	\$7,350.00

We appreciate the opportunity to work with you on this project. If you have any questions, please give me a call.

Sincerely,

Ronald E. Pledger, PE

Accepted by Town of Winterville, NC

#1421 Pledger
REP:jto