



**TOWN COUNCIL AGENDA**  
**February 11, 2019 - 7:00 PM**  
**WINTERVILLE TOWN HALL ASSEMBLY ROOM**

- I. **CALL TO ORDER.**
- II. **INVOCATION.**
- III. **PLEDGE OF ALLEGIANCE.**
- IV. **WELCOME.**
- V. **APPROVAL OF AGENDA.**
- VI. **PROCLAMATIONS:**
  1. Black History Month.
- VII. **PUBLIC HEARINGS:**
  1. Davis Property Rezoning.
- VIII. **PUBLIC COMMENT:** *The Public Comment period of thirty minutes provides an opportunity for residents to comment on any item included in the agenda or to address the Town Council on any other matter related to the Town of Winterville. For an item included in the Public Hearing section of the agenda, residents should address the Council at the time the Mayor invites public comment on the item. No public comment may be made to the Council during the meeting, except during the Public Comment period or as part of a Public Hearing. Individual speakers are limited to a maximum of three minutes, and no more than three speakers may address the Council on a single matter. The Town Council may elect to take no action on the matter addressed by a speaker, may schedule the matter for further consideration at a future Council meeting, or may refer the matter to Town staff for disposition. Copies of the Town Public Comment Policy are available in the rear of the Assembly Room.*
  1. Gary Whitehurst- Excessive noise from the Moose Lodge.
  2. Valerie Tyson-Update on Space Dedication for Ronnie "Run" Cox.
- IX. **CONSENT AGENDA:** *The following items are considered routine in nature and will not be discussed by the Town Council unless a Councilman or citizen requests that an item be removed from the Consent Agenda for further discussion. The Mayor may allow citizens to address an item or ask questions.*
  1. Approval of the following set of Council Meeting Minutes:
    - ✓ January 14, 2019, Regular Council Meeting.
  2. Budget Amendment.
  3. Release of Delinquent Fire Inspections Fees.
  4. Audit Contract amendment for fiscal year 2017 – 2018.
  5. Mellon Downs - Lots 16, 17, 18, 20, 22, 23, 24, 26, 39, 42, 43, 44, 46, 48, 51, 53, 54, 55, 56, 72, 76, 77, 78, 79, 80, 81, 82, 84, 86 and Parcels 82642 & 82885 (HOA Property) in Phases 2A and 2B - Set Public Hearing for Annexation for March 11, 2019.
  6. Worthington Road Corridor Study – Professional Services Agreement.
  7. Approval of Contract with Vaughn & Melton Consulting Engineers for Disaster Management, Recovery, and Consulting Services.

- X. OLD BUSINESS:**
1. Resolution authorizing amendment to existing contract for creation of Parks and Recreation Capital Improvement Plan.
- XI. NEW BUSINESS:**
1. Approval of Task Order 25 with the Wooten Co. for Winterville Manual of Standard Designs and Details Update.
  2. Appointment to Recreation Advisory Board.
  3. Clarification of Speed Limit Ordinances on Mill Street, Church Street, and Reedy Branch Road.
- XII. OTHER AGENDA ITEMS.**
- XIII. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS.**
- XIV. REPORTS FROM DEPARTMENT HEADS: Update on Projects Currently Underway:**
- ❖ Minimum Housing/Code Enforcement (TLP)
  - ❖ Tar Road Widening Project – Electric Engineering/Relocation (RS)
  - ❖ New Electric Territory Engineering/Installation (RS)
  - ❖ Fork Swamp Greenway Project (EJ)
  - ❖ Resurfacing of the Hillcrest Basketball Courts (EJ)
  - ❖ Multi-Purpose Building Site Plan (EJ)
  - ❖ Winterville Market/Town Common Plan (BW)
  - ❖ Winterville Land Use Plan (BJ)
  - ❖ Chapman Street Culvert - Nobel Canal Drainage Basin Study (TW)
  - ❖ 2018 SRF Application (Sewer Rehabilitation) (TW)
  - ❖ Church Street Pump Station Rehabilitation (TW)
- XV. REPORTS FROM THE TOWN ATTORNEY, MAYOR AND TOWN COUNCIL, AND TOWN MANAGER.**
- XVI. CLOSED SESSION: NCGS § 143-318.11. (a)(5)** To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. (Discuss the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.)
- XVII. ANNOUNCEMENTS:**
1. Planning and Zoning Board Meeting – Monday, February 18 – 7:00 pm - Town Hall Assembly Room.
  2. Special Called Council Meeting/Electric Rate Workshop - Tuesday, February 19 – 6:00 pm - Town Hall Executive Conference Room.
  3. Board of Adjustment Meeting – Tuesday, February 19 – 7:00 pm - Town Hall Assembly Room.
  4. Town & State Dinner – Wednesday, February 20, 2019 – 2:00 pm to 7:30 pm at Raleigh Convention Center.

5. Comprehensive Land Use Plan Public Input Meetings:

- ✓ Monday, February 25, 2019 – 11:00am - Downtown Walking Tour (meet at Town Hall).
- ✓ Monday, February 25, 2019 – 6:00pm – 8:00pm - Public Visioning Session at Town Hall.
- ✓ Tuesday, February 26, 2019 – 6:00pm - 7:30pm - Presentation & Open House at Town Hall.
- ✓ Wednesday, February 27, 2019 – 8:00am - Coffee Talk at the Depot.

**XVIII. ADJOURN.**

***SPECIAL NOTICE:*** *Anyone who needs an interpreter or special accommodations to participate in the meeting should notify the Town Clerk, Don Harvey at (252) 215-2344 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:** Proclamation

**Meeting Date:** February 11, 2019  
**Presenter:** Donald Harvey, Town Clerk

**Item to be Considered**

**Subject:** Black History Month – February 2019.  
**Action Requested:** Approval of Proclamation.  
**Attachment:** Proclamation Honoring Black History Month.

**Prepared By:** Donald Harvey, Town Clerk

**Date:** 1/30/2019

**ABSTRACT ROUTING:**

**TC:** 1/30/2019

**FD:**

**TM:** 2/6/2019

**Final:** 2/6/2019

**Supporting Documentation**

Approval of the attached Proclamation Honoring Black History Month.

**Budgetary Impact:** N/A.

**Recommendation:** Approval of Proclamation.



## **PROCLAMATION HONORING BLACK HISTORY MONTH**

**WHEREAS**, much of the Town of Winterville's honor, strength and stature can be attributed to the diversity of cultures and traditions that are celebrated by the residents of this great region; and

**WHEREAS**, February has been designated as Black History Month in which we pause to reflect on the contributions of the African American community; and

**WHEREAS**, African Americans have played significant roles in the history of North Carolina State's economic, cultural, spiritual and political development while working tirelessly to maintain and promote their culture and history; and

**WHEREAS**, as a result of their determination, hard work, intelligence and perseverance, African Americans have worked tirelessly to maintain and promote a valuable and lasting contribution to the Town of Winterville, our state, and nation achieving exceptional success in all aspects of society including business, education, politics, economy, culture, science, arts, and history; and

**WHEREAS**, this observance affords special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have contributed to the progress of our nation and community; and

**WHEREAS**, such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty; and

**WHEREAS**, we join with all Americans in celebrating our diverse heritage and culture and continuing our efforts to protect democracy for all people, and recognizing the vital achievements of our local African American residents; and

**NOW, THEREFORE, BE IT RESOLVED**, that I do hereby proclaim the month of February 2019 as Black History Month and express special commendation to the dedicated volunteers who have labored so diligently to make this observance a reality in our community; and

**IN WITNESS WHEREOF**, I do set my hand, and cause the seal of Winterville to be affixed this 11th day of February, 2019.

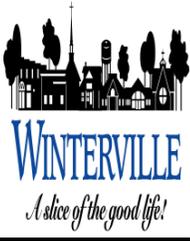
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Douglas A. Jackson, Mayor

**Attest:**

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Amy P. Barrow, Acting Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Public Hearings

**Meeting Date:** February 11, 2019

**Presenter:** Bryan Jones, Planning Director

**Item to be Considered**

**Subject:** Davis Property (parcel 10962) – Rezoning.

**Action Requested:** Consider the Proposed Rezoning.

**Attachments:** Rezoning Application, Rezoning Map, and Legal Description, Addresses of Adjacent Property Owners.

**Prepared By:** Bryan Jones, Planning Director

**Date:** 1/30/2019

**ABSTRACT ROUTING:**

TC 2/4/2019

FD

TM 2/6/2019

Final 2/6/2019

**Supporting Documentation**

**Davis Property Rezoning:**

Location: Parcel # 10962 (188 Main Street); Located on the south side of Main Street at its intersection with Mill Street.

Current Zoning: R-6.

Size: 0.47 Acres.

Proposed Zoning: Central Business District (CB).

- Planning and Zoning Board unanimously recommended approval to the Town Council at the 1/22/19 meeting.
- Notifications were mailed to adjacent property owners on 1/30/2019.
- Public Hearing Notice published in the Daily Reflector on 1/30/19 and 2/6/19.

**Budgetary Impact:** N/A.

**Recommendation:** Recommend approval of the Rezoning Request.



**REZONING APPLICATION  
TOWN OF WINTERVILLE**

2571 Railroad Steet  
P O Box 1459  
Winterville, NC 28590  
Phone: (252) 756-2221

Staff Use Only  
Appl. # \_\_\_\_\_

**OWNERSHIP INFORMATION:**

Applicant: John Carter Davis

Address: 188 Main St. Winterville NC 28590

Phone #: 252-756-1314 252-714-3910

Owner: John Carter Davis

Address: 188 Main St Winterville NC 28590

Phone #: 252-756-1314 252-714-3910

**PROPERTY INFORMATION**

Parcel #: 10962 Area (square feet or acres): 20,685 S.F.

Current Land Use: Residencial

Location of Property: 188 Main St Winterville

**ZONING REQUEST**

Existing Zoning: R-6 Requested Zoning: CB

Reason for zoning change: what to change to commertl property

**This application shall be accompanied by the following items:**

- A map drawn to a scale of not less than 400 feet to the inch and not more than 20 feet to the inch showing the land covered by the proposed amendment;
- A legal description of the property;
- A list of the names and addresses of all owners of property involved in the map change and all adjoining property owners as shown on County tax records;
- A filing fee according to a regularly adopted Fee Schedule of the Town.

**OWNER/AGENT STATEMENT**

I, John Carter Davis, being the Owner or Agent (if Agent, complete section below) request that the attached rezoning request be placed on the agenda of the Planning and Zoning Board meeting scheduled for 1/1/.

I understand that failure to address any item in the zoning amendment application requirements of the zoning ordinance may result in the rezoning request not meeting the minimum submission requirements and will be returned to me for revision and resubmission at the next regular review cycle.

Cob Davis Signature 1/3/2019 Date

**NOTE: AGENTS ACTING ON BEHALF OF THE PROPERTY OWNER MUST HAVE A NOTARIZED STATEMENT FROM THE PROPERTY OWNER GIVING THEM THE AUTHORITY TO ACT ON THE OWNER'S BEHALF.**

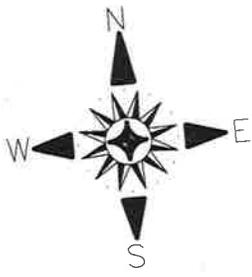
I, \_\_\_\_\_, being the Owner of the property described herein, do hereby authorize \_\_\_\_\_ as agent for the purpose of this application.

\_\_\_\_\_  
Signature Date

Sworn to and subscribed before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_



M.B. 3, P. 246

**SODDY & SODDY PROPERTIES, LLC**

D.B. 2078, P. 181  
PARCEL 22716  
ZONED CBTO

**EVERGREEN INVESTMENTS EAST, LLC**

D.B. 1873, P. 543  
PARCEL 17298  
ZONED CB

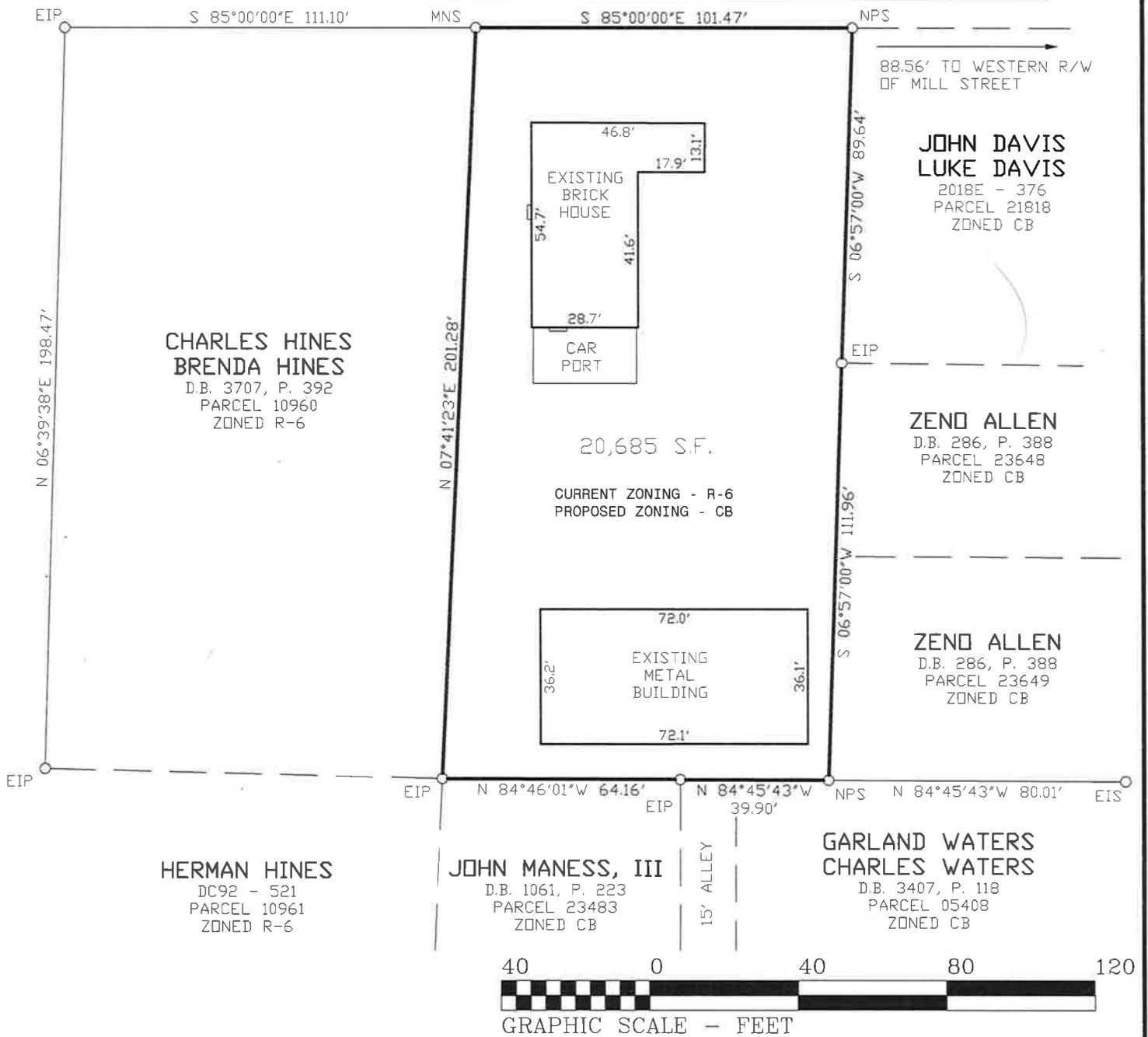
LEGEND

EIP = EXISTING IRON PIPE  
MNS = MAGNETIC NAIL SET  
NPS = NO POINT SET  
R/W = RIGHT-OF-WAY  
S.F. = SQUARE FEET



VICINITY MAP

**MAIN STREET**  
(PUBLIC R/W WIDTH VARIES)  
(37' B/B CURB & GUTTER)



I, Blake K. Bjerkeset, hereby certify that this map was drawn under my direction and supervision from an actual field survey made under my direct supervision; that the monuments are as shown; that this is an exact and true copy of the original records of land.

Witness my hand and seal this 28th day of November, 2018



*Blake K. Bjerkeset*  
Blake K. Bjerkeset, PLS L-3891

Rezoning Map for  
**JOHN CARTER DAVIS**

Being the property recorded in Deed Book 3701, Page 451 of the Pitt County Registry

Winterville, Winterville Township, Pitt County, NC

November 28, 2018 Scale: 1" = 40'

**BJERKESET LAND SURVEYING**

F-0732  
6718 GLENWOOD DRIVE  
GRIFTON, NC 28530  
(252)757-3277

.LEGAL DESCRIPTION

FOR

REZONING MAP FOR JOHN CARTER DAVIS

Beginning at a point in the southern right-of-way of Main Street, said point being located N85°00'00"W – 88.56' from intersection of the southern right-of-way of Main Street and the western right-of-way of Mill Street, thence from said point of beginning with the property line of John & Luke Davis S06°57'00"W – 89.64' to an existing iron pipe, thence with the property line of Zeno Allen S06°57'00"W – 111.96' to a point, thence with the property line of Garland & Charles Waters and a 15' alley N84°45'43"W – 39.90' to an existing iron pipe, thence with the property line of John Maness, III N84°46'01"W – 64.16' to an existing iron pipe, thence with the property line of Charles & Brenda Hines N07°41'23"E – 201.28' to a magnetic nail set in the southern right-of-way of Main Street, thence with the southern right-of-way of Main Street S85°00'00"E – 101.47' to the point of beginning containing 20,685 square feet.

LIST OF ADJOINING PROPERTY OWNERS  
FOR  
REZONING MAP FOR JOHN CARTER DAVIS

Owner of property to be rezoned:  
John Carter Davis (Parcel 10962)  
188 Main Street  
Winterville, NC 28590

Owners of adjoining properties:  
John C. Davis & Luke G. Davis (Parcel 21818)  
7350 Atkinson Road  
Lucama, NC 27851

Zeno Allen (Parcel 23648 & 23649)  
P.O. Box 1304  
Winterville, NC 28590

Garland M. Waters & Charles M. Waters (Parcel 05408)  
P.O. Box 487  
Winterville, NC 28590

John L. Maness, III (Parcel 23483)  
338 Beech Cove Drive  
Grimesland, NC 27837

Herman Hines (Parcel 10961)  
121 Cooper Street  
Winterville, NC 28590

Charles E. Hines & Brenda C. Hines (Parcel 10960)  
182 Main Street  
Winterville, NC 28590

Soddy & Soddy Properties, LLC (Parcel 22716)  
5351 Reedy Branch Road  
Winterville, NC 28590

Evergreen Investments East, LLC (Parcel 17298)  
P.O. Box 123  
Greenville, NC 27858



**TOWN OF WINTERVILLE  
PUBLIC COMMENT APPLICATION**

Name of Applicant: Gary Whitehurst

Date: 1-31-2019

Address: 105 B Emily Drive Winterville

Phone: 252-341-1945

Town Council Meeting Date Requesting to Provide Comment: 2-11-2019

Description of the item(s) to be presented to the Town Council Members. Please be specific.

Excessive noise from the Moose Lodge during the summer months. The Winterville police issue permits to patrons who rent the Moose lodge and therefore feel there is no recourse for the bass rattling my blinds and disrupting my daughters and my sleep. The noise ordinance(s) for the city of Winterville and Pitt County are ignored as defined in the ordinances at our expense for permit revenue. I respectfully request that my rights as a citizen be enforced and that the noise from the Moose Lodge be quieted not on a case by case basis but consistently and permanently.

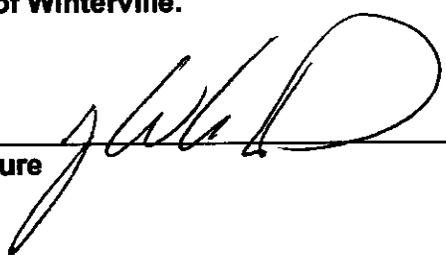
Name(s) of Speaker(s):

(1) Gary Whitehurst

(2) \_\_\_\_\_

(3) \_\_\_\_\_

My signature below acknowledges that I have read the Town of Winterville Public Comment Policy. I agree that as applicant, the speaker(s) named above shall adhere to the Public Comment Policy of the Town of Winterville.

Signature 



Name of Applicant: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Town Council Meeting Date Requesting to Provide Comment: \_\_\_\_\_

Description of the item(s) to be presented to the Town Council Members. Please be specific.

Name(s) of Speaker(s):

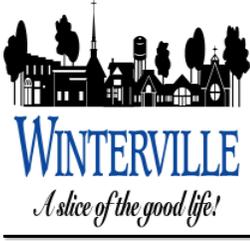
(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

**My signature below acknowledges that I have read the Town of Winterville Public Comment Policy. I agree that as applicant, the speaker(s) named above shall adhere to the Public Comment Policy of the Town of Winterville.**

\_\_\_\_\_  
Signature



**Town of Winterville  
Town Council  
Agenda Abstract**

Item Section: Consent Agenda

**Meeting Date:** February 11, 2019  
**Presenter:** Donald Harvey, Town Clerk

**Item to be Considered**

**Subject:** Council Meeting Minutes

**Action Requested:** Approval of DRAFT Minutes

**Attachment:** DRAFT Minutes of the Council Meeting listed below

**Prepared By:** Donald Harvey, Town Clerk

**Date:** 1/30/2019

**ABSTRACT ROUTING:**

TC: 2/4/2019

FD:

TM: 2/6/2019

Final: tlp - 2/6/2019

**Supporting Documentation**

Approval of the following set of Council Meeting Minutes:

- January 14, 2019 Regular Meeting Minutes

**Budgetary Impact:** N/A.

**Recommendation:** Approval of Minutes.



**Winterville Town Council  
January 14, 2019 – 7:00 PM  
Regular Meeting Minutes**

The Winterville Town Council met in a Regular Meeting on the above date at 7:00 PM in the Town Hall Assembly Room, with Mayor Douglas A. Jackson presiding. The following were present:

Douglas A. Jackson, Mayor  
Mark Smith, Mayor Pro-Tem  
Ricky Hines, Councilman  
Tony Moore, Councilman  
Johnny Moye, Councilman  
Veronica Roberson Councilwoman  
Keen Lassiter, Town Attorney  
Terri L. Parker, Town Manager  
Ben Williams, Assistant Town Manager  
Lt. Chris Williams, Representing Police Chief  
David Moore, Fire Chief  
Travis Welborn, Public Works Director  
Robert Sutton, Electric Director  
Anthony Bowers, Finance Director  
Evan Johnston, Parks and Recreation Director  
Bryan Jones, Planning Director  
Donald Harvey, Town Clerk

**CALL TO ORDER:** Mayor Jackson called the meeting to order.

**INVOCATION:** Councilwoman Roberson gave the Invocation.

**PLEDGE OF ALLEGIANCE:** Mayor Jackson led everyone in the Pledge of Allegiance.

**WELCOME:** Mayor Jackson welcomed the public.

**APPROVAL OF AGENDA:**

**Motion made by Mayor Pro Tem Smith and seconded by Councilman Hines to approve the agenda. The motion carried unanimously, 5-0.**

**PROCLAMATIONS:**

Debra Pomeroy with Human Trafficking Awareness and Prevention Month introduced, Sidney McDuffie from South Central High School with Students Against Destructive Decisions (SADD). She talked about sex trafficking, exploitation, and events planned. The following Proclamation presented Ms. McDuffie.



**PROCLAMATION**  
*Human Trafficking Awareness and Prevention Month*

**WHEREAS**, human trafficking involves the recruitment, harboring, transportation, provision, buying or selling of human beings for their services of labor or commercial sex through the use of force, fraud or coercion; and

**WHEREAS**, human trafficking violates basic human rights and deprives victims of human dignity and freedom. Victims are dehumanized and forced into modern-day slavery; and

**WHEREAS**, human trafficking is a growing global and national problem, with North Carolina being consistently ranked among the top ten states for prevalence in human trafficking; and

**WHEREAS**, it is imperative that we educate our communities, our young people and families to take an active interest in learning how to recognize the risks and resist predators who use coercion and threats to manipulate children as young as 12 into labor or sex trafficking; and

**WHEREAS**, in recognition of the need for that education, the NC General Assembly recently enacted legislation mandating that sex trafficking prevention and awareness information be included in the sexual health education curriculum; and

**WHEREAS**, every law enforcement officer in North Carolina received Human Trafficking training in 2016; and

**WHEREAS**, in recognition of the importance of access to services, the NC General Assembly enacted legislation effective January 1, 2018, requiring that many businesses post the National Human Trafficking Hotline;

**WHEREAS**, the Town of Winterville is committed to protecting people vulnerable to human trafficking and taking action to end human trafficking through prevention, prosecution and partnerships;

**IN WITNESS WHEREOF**, I, do hereby proclaim January 2019 as "Human Trafficking Awareness and Prevention Month", and commend its observance to all citizens and set my hand, and cause the seal of Winterville to be affixed this 14th day of January, 2019.

\_\_\_\_\_  
Douglas A. Jackson, Mayor

**Attest:**

\_\_\_\_\_  
Donald Harvey, Town Clerk

Mayor Jackson read and presented the following Proclamation Honoring Dr. Martin Luther King, Jr. Day.



**PROCLAMATION**  
**HONORING DR. MARTIN LUTHER KING, JR. DAY**

**WHEREAS**, Dr. Martin Luther King, Jr. was a great moral leader who espoused peace and the brotherhood of man; and

**WHEREAS**, Dr. King advanced the cause of the attainment of social changes for all people and the establishment of "The Beloved Community" worldwide; and

**WHEREAS**, Dr. Martin Luther King, Jr. admonished us to have faith, wisdom and conviction that racial harmony can be achieved and left us a blueprint for harmonious relationships, let us, therefore, embrace his principles of love, peace and non-violence as well as freedom and justice for all; and

**WHEREAS**, the Congress and the President of the United States have established by law a national holiday to observe the anniversary of Dr. King's birth; and

**WHEREAS**, the State of North Carolina has established the third Monday in January as a legal holiday in honor of his birth;

**NOW, THEREFORE**, I, Douglas A. Jackson, Mayor of the Town of Winterville hereby proclaim January 21, 2019, as "DR. MARTIN LUTHER KING, JR. DAY" throughout the Town of Winterville. I urge all citizens to avail themselves of the splendid opportunity to remember and celebrate the life of Dr. King, whose struggle for civil rights and noble pursuit of equality for all Americans deserve our heartfelt appreciation.

**IN WITNESS WHEREOF**, I do set my hand, and cause the seal of Winterville to be affixed this 14th day of January, 2019.

\_\_\_\_\_  
Douglas A. Jackson, Mayor

ATTEST:

\_\_\_\_\_  
Donald Harvey, Town Clerk

## **PRESENTATIONS:**

Public Works Director Welborn introduced Blaine Humphrey, Seth Anderson, and Andrew Mitchell with Rivers and Associates, Inc. They gave the following presentation on the Water Distribution System – Asset Management Plan (AMP).

Town of Winterville, NC  
Water Asset Management Plan  
December 2018



### **Executive Summary**

The overall objective of asset management planning is to: *Deliver the required level of service to existing and future customers in a sustainable and cost effective manner.*

The purpose of the Town of Winterville's Water Asset Management Plan is to ensure that assets are operated and maintained, so that they provide the required level of service for present and future customers in a sustainable and cost effective manner.

This plan provides the documentation and support for budget forecasting in future budget years for water supply, treatment, storage and distribution assets. The Town should consider implementing a continuous improvement approach to asset management planning in the short term. The Water Asset Management Plan should be reviewed annually for necessary modifications in support of the Town's Capital Improvement Plan (CIP).

The water system owned by the Town of Winterville consists of three (3) groundwater wells, one (1) elevated storage tank with altitude valve vault, one (1) booster pump station, approximately 427 hydrants, approximately 1,071 in-line valves, and approximately 80 miles of distribution lines ranging in diameter from 2" to 12".

The Town of Winterville was required to reduce its groundwater withdrawals over three increment periods due to the Central Coastal Plain Capacity Use Area (CCPCUA) rules, and the final reduction went into effect on August 1, 2018. Winterville is now permitted to withdraw up to approximately 45 million gallons of groundwater per year. Any additional water the Town needs must be acquired from other purveyors. The Town of Winterville used approximately 216 million gallons of water in 2017.

The Town has previously entered into a "take or pay" agreement with the Greenville Utilities Commission (GUC) wherein the Town agrees to pay for a minimum of 0.375 MGD of treated potable water. As such, the Town has chosen to routinely utilize the GUC water supply as its primary water source, supplemented as required by Town-owned water supply wells.

The intent of asset management is to ensure the long-term sustainability of the water utility. By assisting Town management to make better decisions on when it is most appropriate to repair, replace, or rehabilitate particular assets and by developing a long-term funding strategy, the Town can ensure its ability to deliver the required level of service perpetually.

The following basic approach was applied to asset management plan development.

1. Inventory Assets – Catalog the wells, storage tanks, vaults, hydrants, valves and distribution lines.
2. Assess Condition of Assets – What assets need repairs, rehabilitation, and replacement?
3. Rank & Prioritize Needs – Assess the 'criticality' of the assets by looking at the risk and consequence of failure.
4. Capital Improvement Plan – Establish an equipment repair, replacement, and upgrade schedule.



The overall condition of the water system is considered to be good. Current inspection and maintenance activities identify potential areas of concern and allow the Town to proactively remedy problems before they become severe and threaten the operation and efficiency of the system.

Of the Town of Winterville's three (3) groundwater wells, two (2) are active. The active wells are in good condition and have an average age of approximately 35 years. The Town relies on well water far less than in the past, and purchases much more water from GUC. In light of these facts, the Town may consider abandoning and salvaging some of these assets that are no longer necessary, and focusing future operation and maintenance efforts on fewer wells for efficiency and cost saving purposes.



The one (1) elevated storage tank (EST) owned by the Town is considered to be in good condition. This tank is 43 years old but appears well maintained, having received fresh interior and exterior painting in 2018, as well as a new altitude valve vault (AVV) and controls upgrades in 2016. As the only elevated tank in Town, this asset is very important for pressurizing the system and the Town should continue to keep this asset in good working order through regular inspections, coating touch-ups and equipment repairs.

The Town of Winterville owns one (1) booster pump station (BPS), located on Worthington Road east of the Town. This BPS is 2 years old and considered to be in excellent condition. This asset requires no immediate attention, but the surrounding area is susceptible to flooding which could prevent access to the site. The station itself is built above the 100-year flood elevation.

The Town owns approximately 427 hydrants located throughout the system, and overall they are considered to be in good condition. The Town should consider continuing to inspect and exercise hydrants regularly to identify potential problems early. The asset inventory and criticality analysis can be used to prioritize inspections based on hydrants that are suspected to be much older and are considered more consequential because they are in densely developed areas.

The Town owns approximately 1,071 in-line water valves located throughout the system, and overall they are considered to be in good condition. By looking at the age and estimated maximum flowrate through each valve, the inventory assessment identified many valves as highly critical due to their increased risk and potential consequence of failure. The most critical valves are located in the oldest part of Town's water system, which is centered on Depot St., Tyson St., and the intersection of Main and Railroad Streets. The most critical valves are on large, high flow-rate distribution lines which are suspected to be very old. The Town should consider using the asset inventory and criticality analysis to prioritize valve inspections to determine maintenance or replacement actions that may be necessary.

The Town owns approximately 80 miles of water distribution piping. Overall these assets are considered to be in good condition. The assessment of the water system pipes is similar to the valves, and has identified several pipelines of high criticality in and around the oldest part of the system. The most critical pipelines carry the greatest flowrates (as determined by the hydraulic analysis), and are also suspected to be among the oldest assets in the water system, in some cases 60+ years old. A project is recommended for inclusion in the 10-year CIP to replace some of these critical pipelines.

The Town should consider using the databases, analysis methods and mapping produced by this project, to increase the efficiency and effectiveness of operation, maintenance and replacement activities. These databases are also meant to be "living" documents, meaning they should be constantly updated so

that the maintenance history and current status of assets can be quickly determined.



Based on findings from the asset inventory and analysis, as well as the hydraulic model, several projects are recommended for inclusion by the Town in the next CIP update. Also included are uncompleted projects from the existing Town CIP at the time of this report.

- Tyson Street 12" Water Main (FY 2019/20) - \$98,000
- Sylvania/Ange Street Loop (FY 2019/20) - \$27,500
- Forlines Road 4" and 8" Water Main Abandonment (FY 2019/20) - \$89,000
- NCDOT Old Tar Rd. Widening Project (FY 2019/20) - \$280,000
- Winterville Crossing to Worthington Rd. Loop (FY 2020/21) - \$50,000
- 2" Iron Water Main Abandonment (FY 2021/22) - \$263,324
- Brookstone Fire Flow (FY 2022/23) - \$138,900
- NC 11 Loop (FY 2023/24) - \$152,900
- Church Street Loop (FY 2024/25) - \$367,900
- New Elevated Storage Tank (FY 2025/26) - \$2,840,000
- Laurie Ellis Loop (FY 2026/27) - \$312,600
- 10 & 12 Inch ACP Water Mains Replacement (FY 2028/29) - \$1,896,300

# Town of Winterville Water System Assessment Project

Funded by a grant from the NC Division of Water Infrastructure

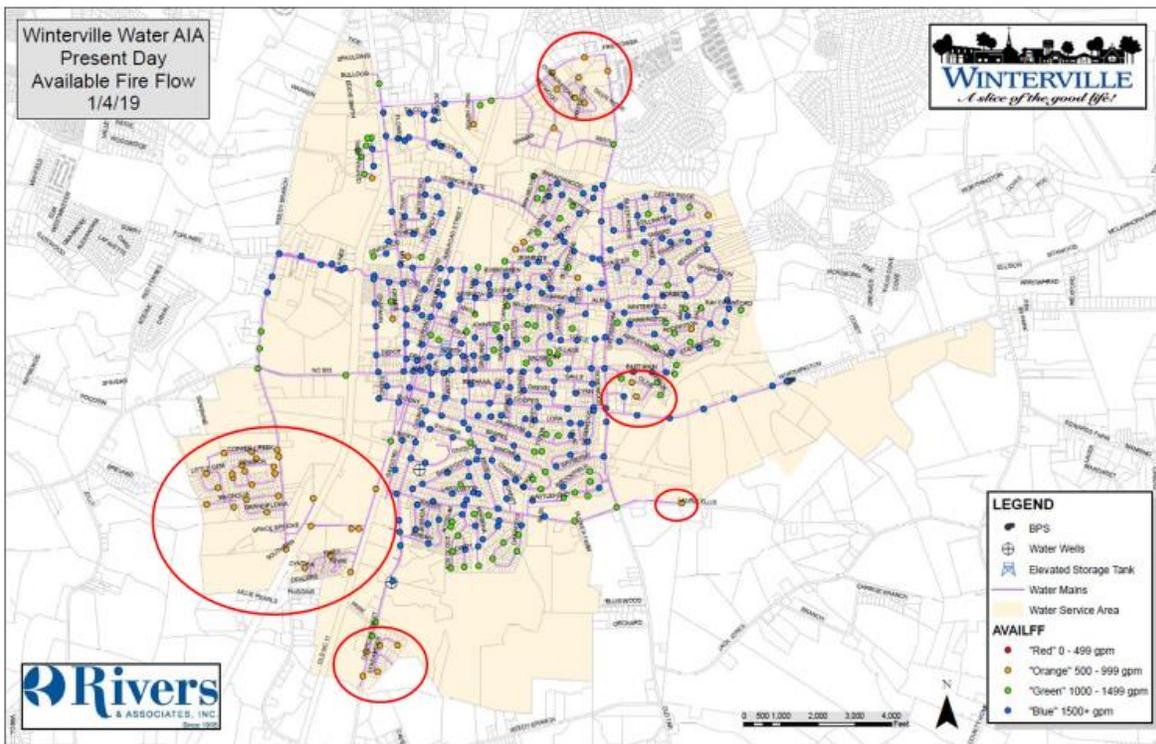
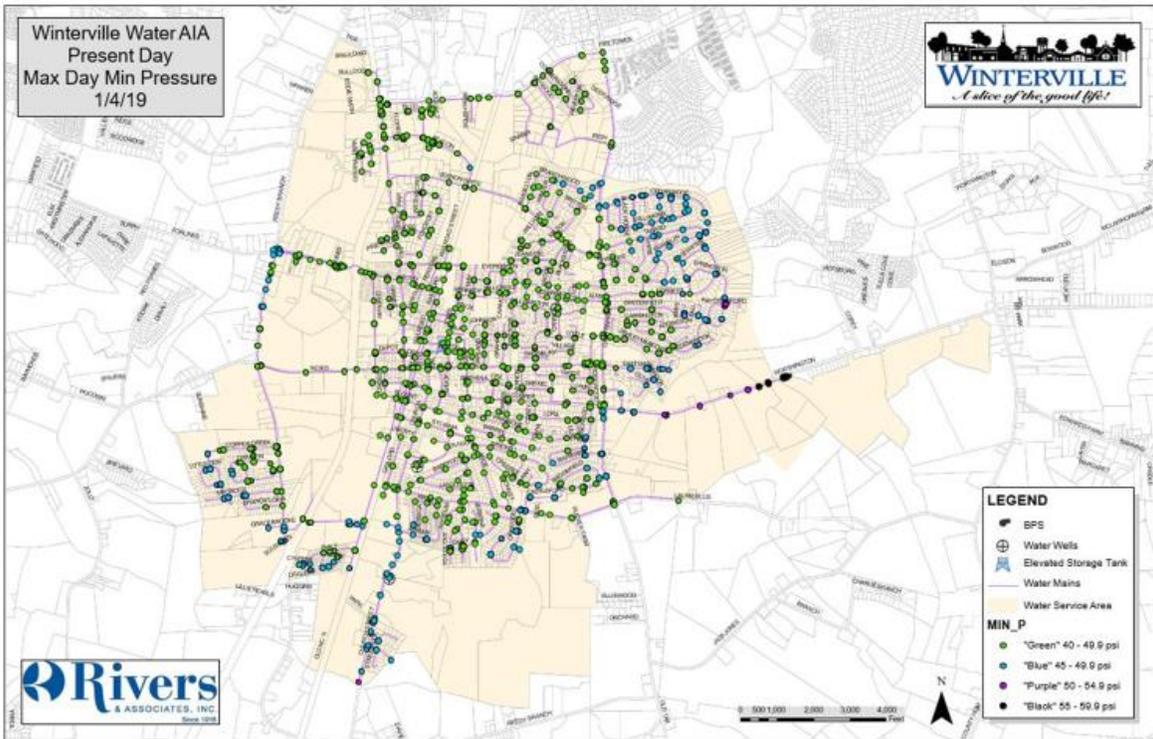
1. Updated the Water System Management Plan (WSMP)
2. Created a Wellhead Protection Plan (WHPP)
3. Developed a hydraulic model of the water system and completed a hydraulic analysis of the system
4. Compiled the Water Asset Management Plan (WAMP)
5. Updated the current Capital Improvement Plan (CIP)

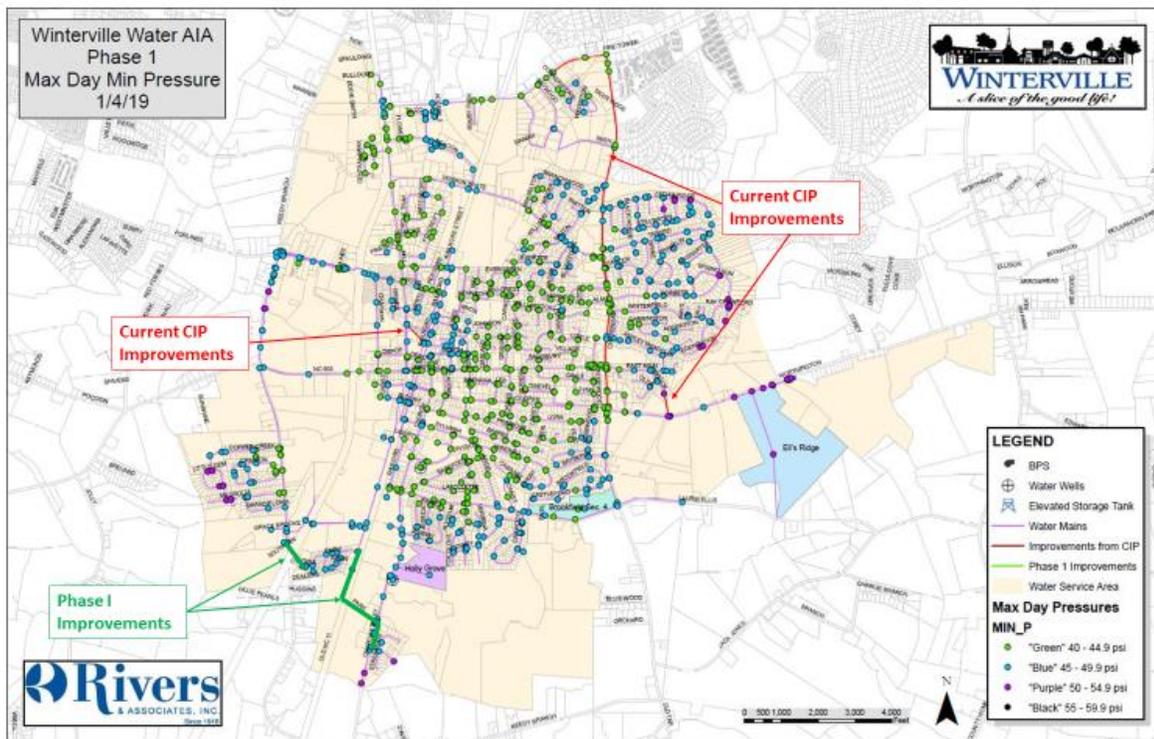
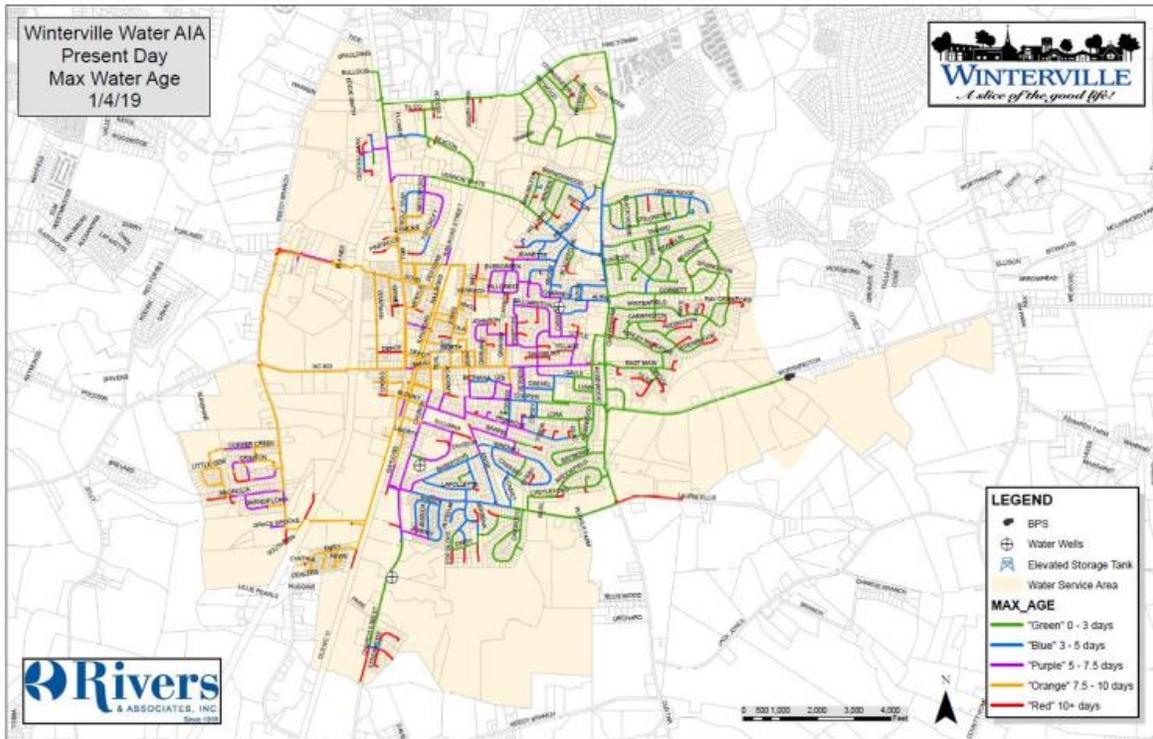


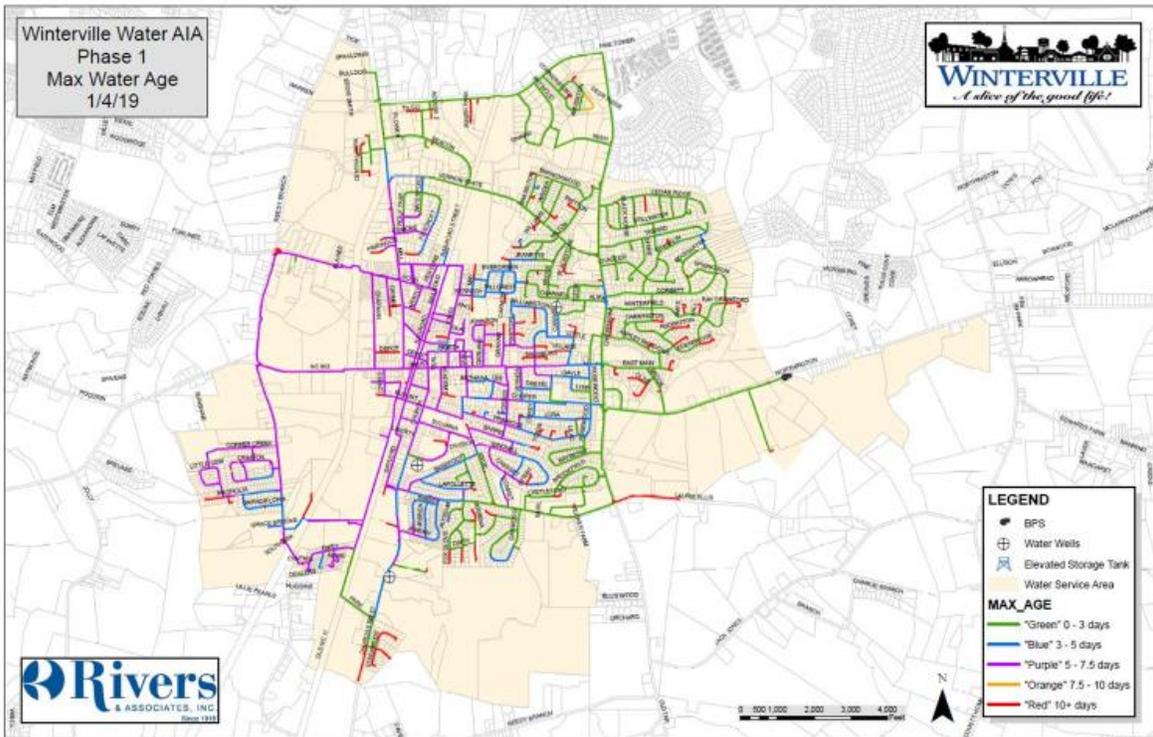
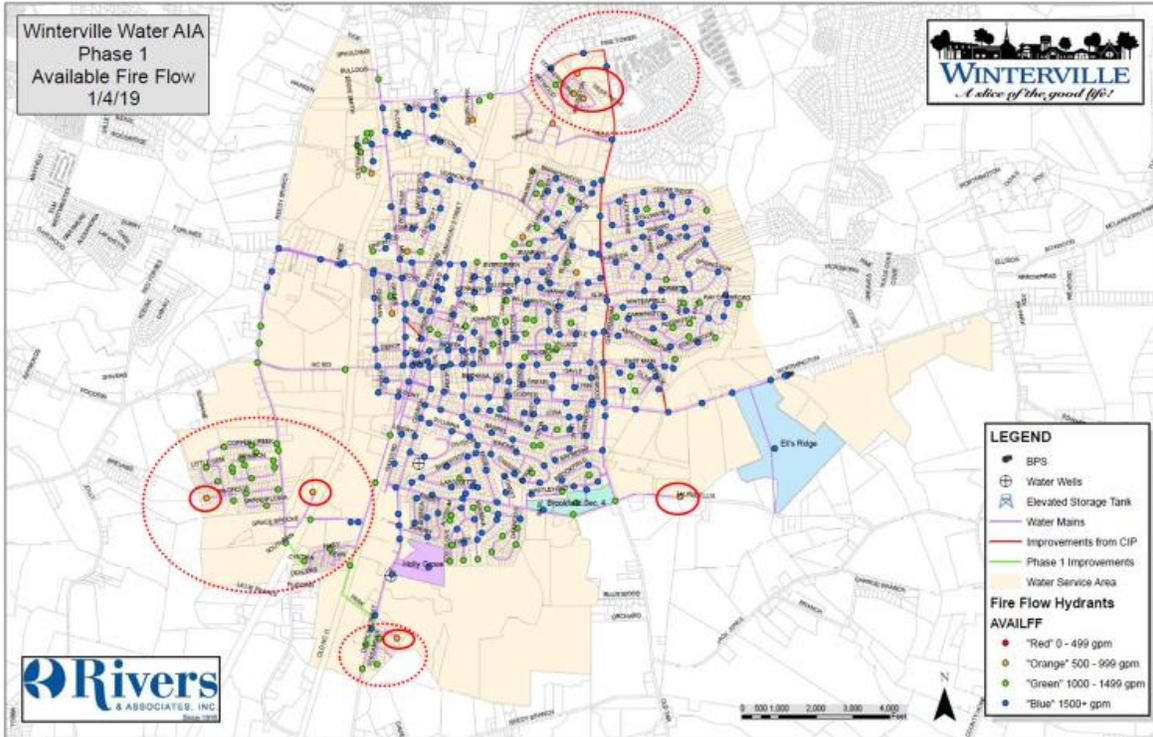
## Hydraulic Analysis

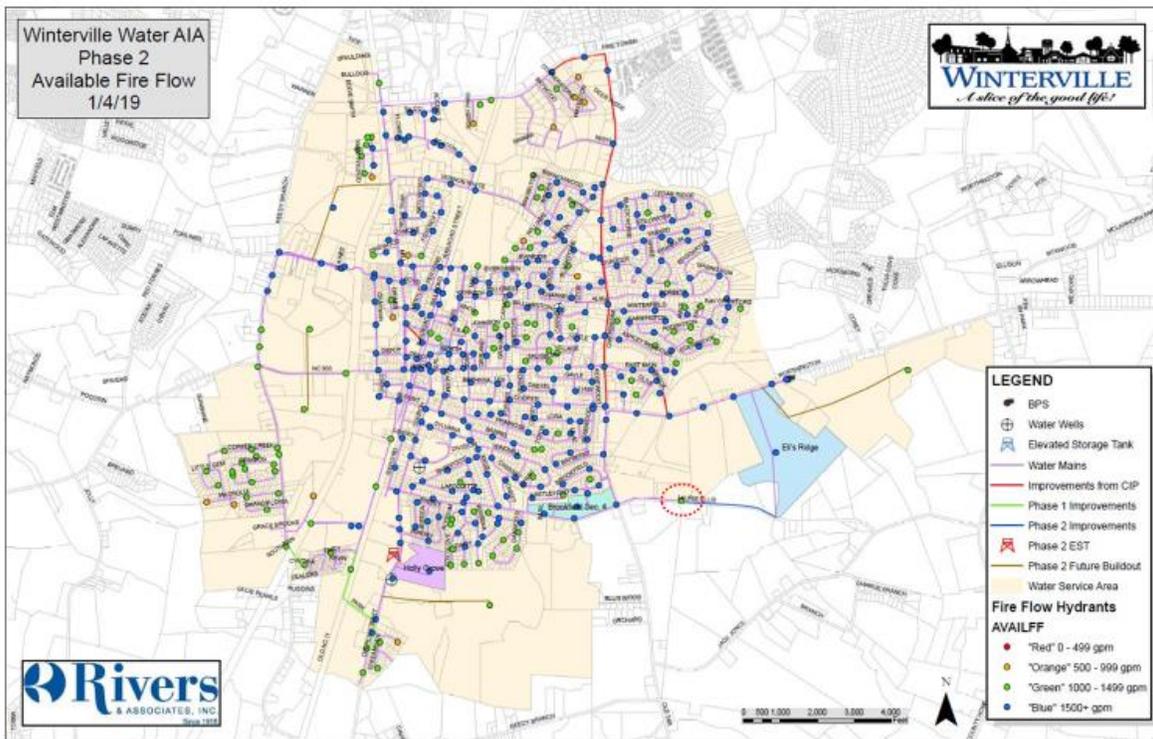
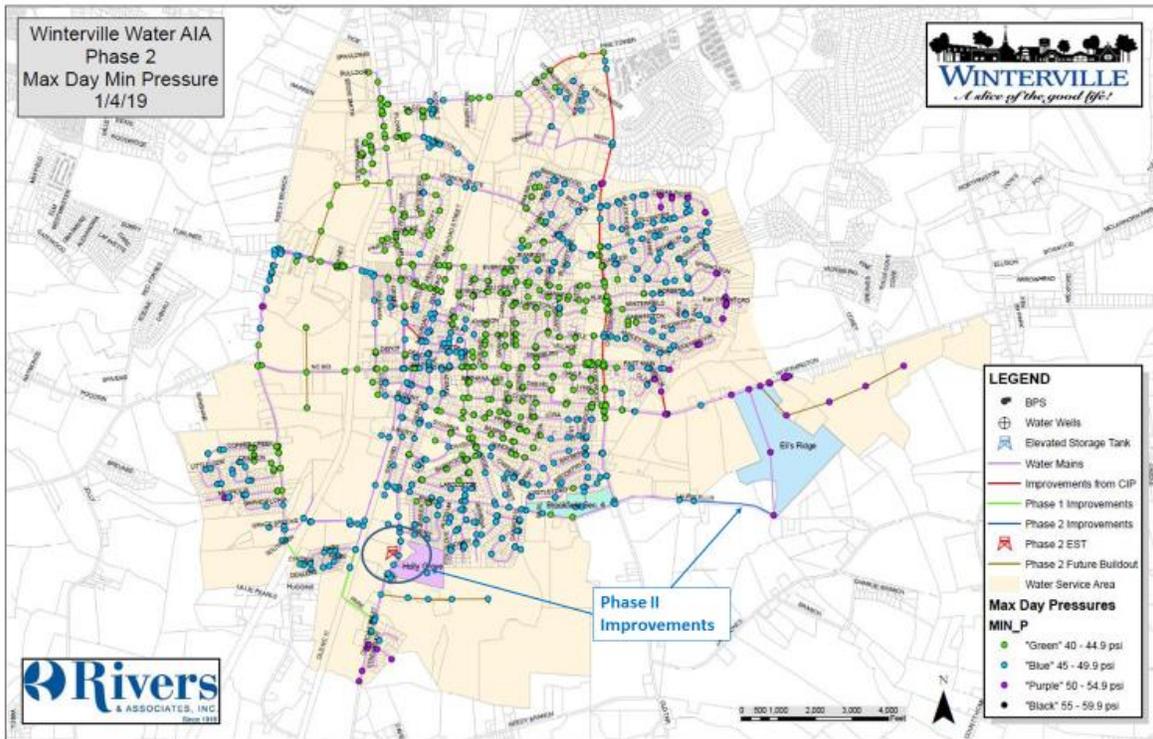
- Developed working WaterGEMS hydraulic model for the Town
- Used the Town's Billing and GIS Data to generate the existing system
- Analyzed the Pressures, Fire Flow, and Water Age throughout the system
- Incorporated current water projects on CIP
- Simulated increased demand to account for approximate growth by 2028 and 2038.
- Proposed future projects to improve the system to handle the future growth

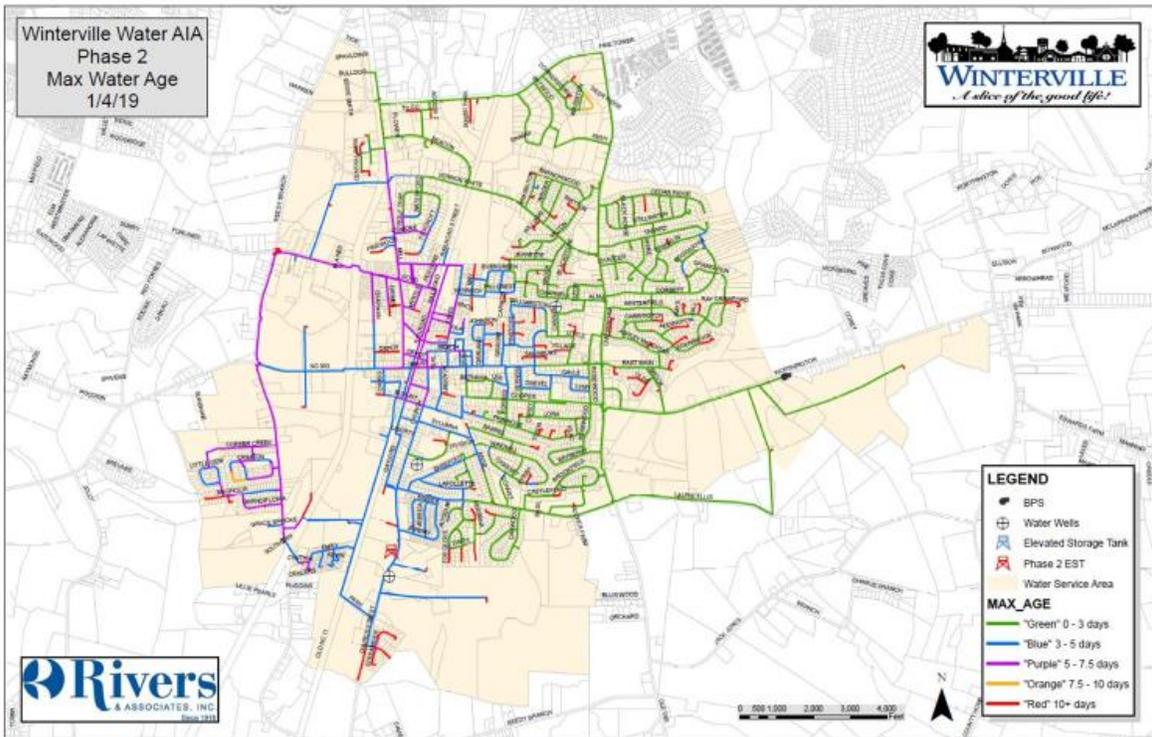
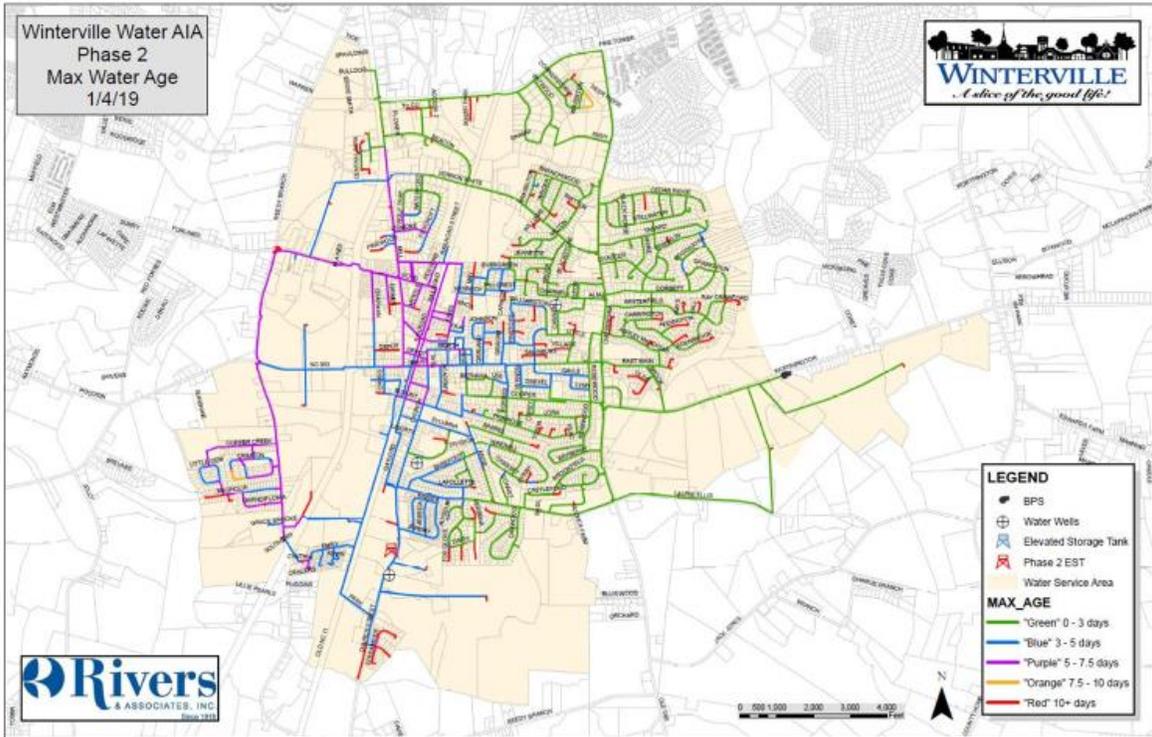






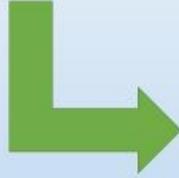






## Inventory Assets

- What does the Town own?
- Where is it located?



## Assessment

- How old is the asset or what condition is it in? [Risk]
- How important is the asset for the function of the system? [Consequence]
- $[Criticality] = [Risk] \times [Consequence]$



## Recommendations

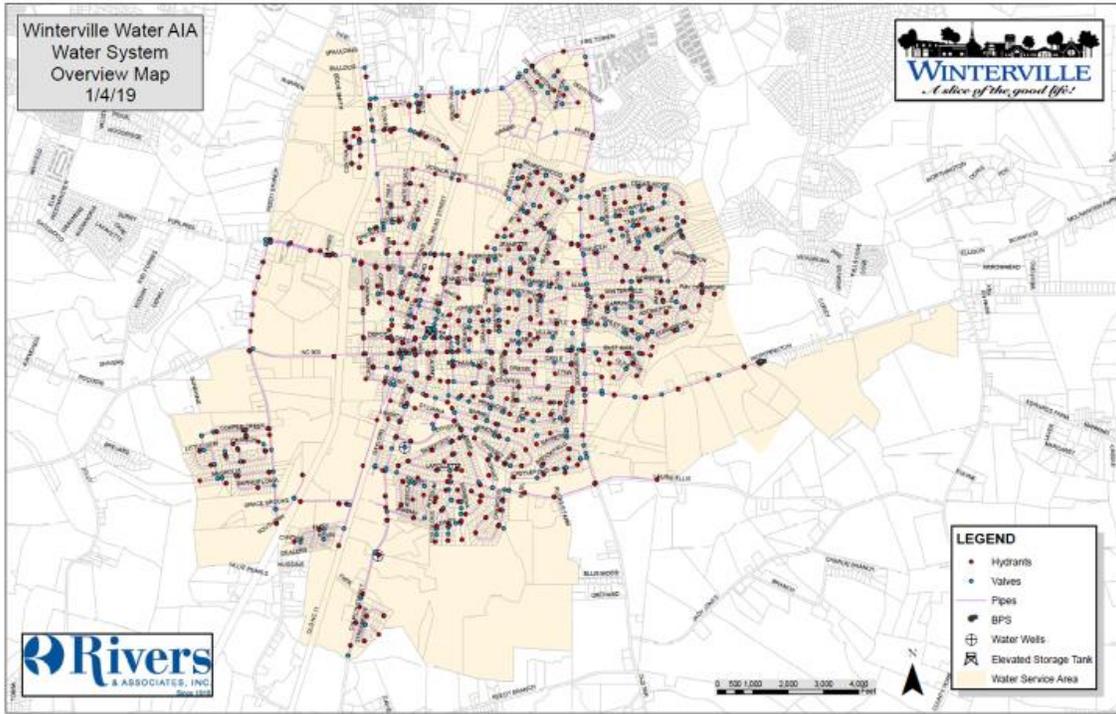
- Projects and strategies to maintain the current level of service into the future.



## Water System Assets:

- Three (3) groundwater wells
- One (1) elevated storage tank
- One (1) booster pump station
- Approximately 427 hydrants
- Approximately 1,071 in-line valves
- Approximately 80 miles of water lines





FID	Diameter (inches)	Year Installed	Approximate Age	Type	Comment	Source	Hyperlink	Material	Repaired_F	Pipe		Max Q (GPM)	Flow Rating	Service Life Rating	Criticality Rating
										Length (ft.)	Abandoned				
0	6	1998	20	Main		Plans	Subdivision	PVC	1	4.6	Active	22.52	2	2	4
1	6	1998	20	Hydrant		Plans	Subdivision	DIP	1	8.9	Active	0.00	1	2	2
2	6	1994	24	Main		Plans	Subdivision	PVC	1	902.1	Active	26.45	2	2	4
3	6	1994	24	Main		Plans	Subdivision	PVC	1	3.8	Active	14.95	2	2	4
4	6	1994	24	Main		Plans	Subdivision	PVC	1	2.8	Active	5.36	2	2	4
5	6	1998	20	Main		Plans	Subdivision	PVC	1	352.8	Active	22.52	2	2	4
6	6	1994	24	Main		Plans	Subdivision	PVC	1	492.9	Active	34.11	2	2	4
7	6	1994	24	Main		Plans	Subdivision	PVC	1	334.4	Active	32.68	2	2	4
8	6	1994	24	Main		Plans	Subdivision	PVC	1	3.6	Active	13.78	2	2	4
9	6	1998	20	Main		Plans	Subdivision	PVC	1	198.4	Active	26.70	2	2	4
10	6	2002	16	Main		Plans	Water Main	PVC	1	349.8	Active	13.50	2	2	4
11	6	2002	16	Main		Plans	Subdivision	PVC	1	151.5	Active	20.04	2	2	4
12	6	2004	14	Main		Plans	Subdivision	PVC	1	2.4	Active	20.04	2	1	2
13	6	2002	16	Main		Plans	Subdivision	PVC	1	1.3	Active	6.23	2	2	4
14	6	2002	16	Main		Plans	Subdivision	PVC	1	396.0	Active	33.06	2	2	4
15	6	2002	16	Hydrant				PVC	1	3.8	Active	0.00	1	2	2
16	6	2002	16	Hydrant				PVC	1	0.5	Active	0.00	1	2	2
17	6	2014	4	Main				PVC	1	0.8	Active	13.38	2	1	2



## Water Supply Wells



- Two (2) wells are active, one (1) has been inactive since 2010.
- The wells were built in 1974, 1975 and 1992.
- The active wells are generally in good condition and well maintained, with only minor defects noted.
- The inactive well would require significant improvements if brought back into service.
- Wells provided less than 40% of total water used by Winterville in 2017.



## Elevated Storage Tank



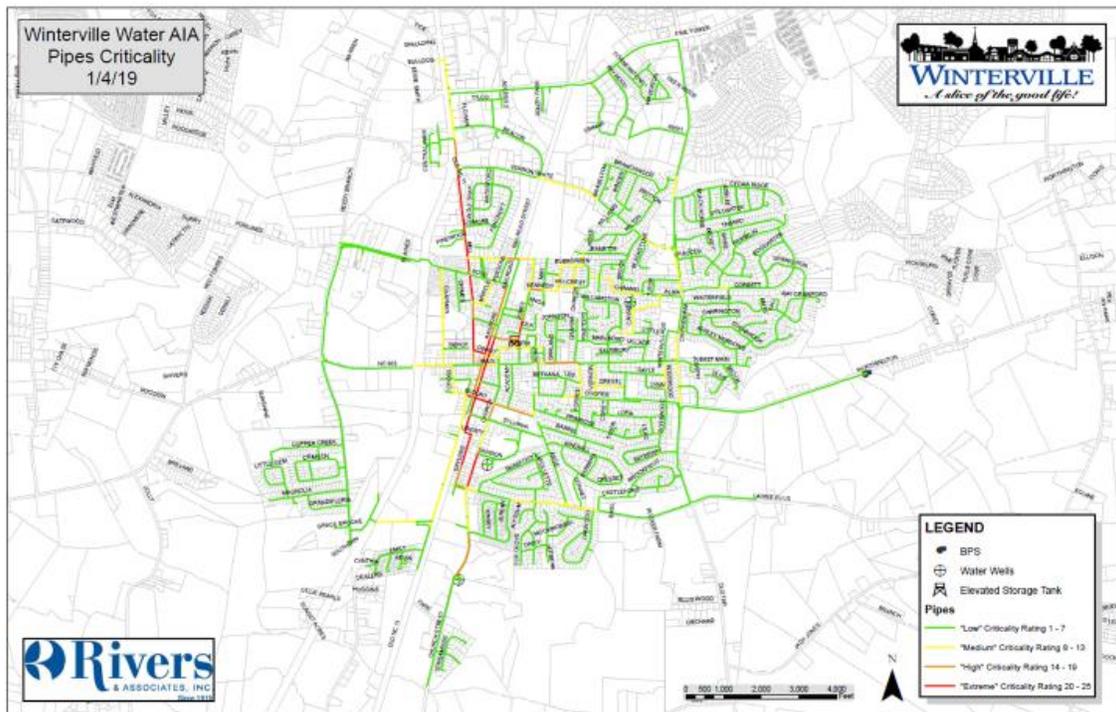
- Elevated tank built in 1975, new altitude valve and controls upgrades in 2016.
- The tank is in good condition and well maintained, having received a new interior and exterior coat in 2018.
- The tank is considered to be at low risk, but highly consequential because it is the only storage tank and is critical for pressurizing the system.



## Booster Pump Station



- Booster pump station built in 2016.
- Considered to be in excellent condition, with no defects noted during inspection.
- The area around the station is susceptible to flooding.
- The station is considered to be at very low risk, and fairly consequential for the system as it provides a significant amount of system pressure and water supply.



Expenditures	CURRENT COST	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
Tyson Street 12" Water Main	\$ 98,000	\$ 98,000									
Sylvania/Ange Street Loop	\$ 27,500	\$ 27,500									
Forlines Road 4" and 8" Water Main Abandonment	\$ 89,000	\$ 89,000									
NCDOT Old Tar Road Widening Project	\$ 280,000	\$280,000									
Winterville Crossing to Worthington Road Loop	\$ 50,000		\$ 50,000								
2" Iron Water Main Abandonment	\$ 263,324			\$263,324							
Brookstone Fire Flow	\$ 138,900				\$138,900						
NC 11 Loop	\$ 152,900					\$152,900					
Church Street Loop	\$ 367,900						\$367,900				
New Elevated Storage Tank	\$2,840,000							\$198,800	\$195,980	\$193,120	\$190,280
Laurie Ellis Loop	\$ 312,600								\$312,600		
10 & 12 Inch ACP Water Mains Replacement	\$1,896,300										\$132,741
<b>TOTAL EXPENDITURES</b>	<b>\$6,516,424</b>	<b>\$494,500</b>	<b>\$ 50,000</b>	<b>\$263,324</b>	<b>\$138,900</b>	<b>\$152,900</b>	<b>\$367,900</b>	<b>\$198,800</b>	<b>\$608,560</b>	<b>\$193,120</b>	<b>\$323,021</b>
<b>Funding Sources</b>		<b>FY 19-20</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>FY 25-26</b>	<b>FY 26-27</b>	<b>FY 27-28</b>	<b>FY 28-29</b>
Water Fund Operating Revenues		\$494,500	\$ 50,000	\$263,324	\$138,900	\$152,900	\$367,900	\$ -	\$312,600	\$ -	\$ -
Instalment Financing (20-year loans @ 2%)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$198,800	\$195,980	\$193,120	\$323,021
<b>TOTAL FUNDING</b>		<b>\$494,500</b>	<b>\$ 50,000</b>	<b>\$263,324</b>	<b>\$138,900</b>	<b>\$152,900</b>	<b>\$367,900</b>	<b>\$198,800</b>	<b>\$608,560</b>	<b>\$193,120</b>	<b>\$323,021</b>



## QUESTIONS?

Blaine Humphrey, P.E. – Project Manager  
 Seth Anderson, P.E. – Project Engineer  
 Andrew Mitchell, E.I. – Design Engineer



The Town applied for funding assistance for the development of a Water Distribution System Asset Inventory and Assessment. The NC Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI) reviewed the funding application and approved the Town of Winterville for grant assistance for \$150,000. The Town committed to providing a 20% local match (\$30,000). The Town contracted with Rivers & Associates, Inc. to develop the Asset Management Plan for the Town's distribution system. This plan provides the documentation and support for budget forecasting in future budget years. The Plan has four (4) major components: Inventory of Assets, Condition Assessment, Needs Prioritization, and a Capital Improvement Plan. The intent of the Asset Management Plan is to ensure long-term sustainability of the drinking water utility.

Mayor Pro Tem Smith asked about the condition of inactive well in Ragland Acres on Cannon Drive. Public Works Director Welborn said that we do not use this well regularly. We can use, but it is not converted for chloramines. He noted that we would likely run it during the burnout this summer. Well has not been used full-time since 2010, but we keep it active in case it is needed. If we were to use full time, we would need to make improvements to meet present standards. This well (#3) pumps 200 gallons per minute (gpm), the Hunsucker well (#2) pumps 275-300 gpm, and the Ball Park well (#4) pumps 600 gpm. Mayor Jackson noted that it is good to know that it is functional. Mayor Pro Tem Smith asked what the average cost to construct an elevated storage tank. Blaine Humphrey noted that a project they have in Pamlico County for a 200,000-gallon tank, the bid came in at \$1.3 million. Public Works Director Welborn stated we would need a 500,000-gallon tank and that cost would be much more. Councilwoman Roberson asked about the usage of the Worthington Road booster pump station. Seth Anderson noted that it helps supply water to those areas. Councilwoman Roberson asked if that included the new houses in that area. Public Works Director Welborn stated that he sent the Engineer all approved subdivisions and they are included in the 10-year plan. Blaine Humphrey stated that projected future growth is in the 20-year plan. Councilman Moye commented he was concerned about not including the center part of the Town. Town Manager Parker noted those areas are already being considered. Public Works Director Welborn noted lines included are main critical lines; with age and flow as important factors.

Blaine Humphrey asked that the Council adopt the Water Distribution System - Asset Management Plan.

**Motion made by Councilman Hines and seconded by Councilwoman Roberson to approve the Water Distribution System – Asset Management Plan. The motion carried unanimously, 5-0.**

Public Works Director Welborn gave an update on the 50% reduction completed on all three wells. Some problems at the wells corrected to help the situation. He contacted the state but Town must have 12 months of verifiable data first. We will pump until the end of June. Then Town will increase the pumping amount. Town Manager Parker asked if we cannot meet the 50% reduction, what happens. Public Works Director Welborn said the Town would have to go back to the previous amount. Town Manager Parker noted that staff is working hard to meet the reduction.

Councilman Moore presented guest, Mr. Norman McDuffie, Principal at A. G. Cox Middle School. Mr. McDuffie noted the planned renovations to the school and also parking, drop-off, and pick-up plans underway.

Councilman Hines introduced guest, Ms. Wendy S. Hazelton, District Court Judge.

**PUBLIC COMMENT:** Mayor Jackson read the Public Comment Policy.

Alton Wadford with the Watermelon Festival discussed plans is already underway for the Wednesday, August 21 – Sunday, August 25 festival. The goal of the festival committee is to financially self-sufficient. He ask for a two-part request, \$50,000 contribution from the Town by early March, if possible. He thanked the Town for their past support, both financial and staff time. The festival is also in in need of additional volunteers. They meet monthly on the second Tuesday. Councilwoman Roberson said she missed having an opening ceremony last year. Mr. Wadford said they would consider that this year.

**Motion made by Councilman Moore and seconded by Councilman Hines to approve \$50,000 out of this year's budget for the Watermelon Festival by March. The motion carried 4-1, Councilman Moye opposed.**

Councilman Moye said we should wait until the Council looks at the budget. Councilwoman Roberson said we should wait but need to allocate the funds. Councilman Moye asked if we would, we do this for all non-profits. Councilwoman Roberson said we needed to treat all groups the same. Mayor Pro Tem Smith said this is a small amount for the total budget. The festival does more as an advertisement for the Town than any other activity. Councilman Moore noted it has the biggest impact on the Town. Councilwoman Roberson considers all are an investment; the weight on the value on citizens and community, all are valuable. Councilman Moye said I am not against the festival; the right way is to treat all the same. Town Manager Parker mentioned that the vision-setting meeting is January 28; other budget meetings do not start until April 29. Applications for non-Town groups go out the first part of February. Mr. Wadford said the festival started early this year to get ahead of the game. Finance Director Bowers said that last year we made a conscious decision to get in the budget early.

Mayor Jackson called for a vote.

**The motion carried 4-1, Councilman Moye opposed.**

Calvin Henderson with the Winterville Concerned Citizens & Develop, Inc. discussed "Our Community 2019". Mr. Henderson was speaking on the eve of the national holiday of Dr. Martin Luther King Jr. Day celebrated on Monday, January 21, 2019 across this country. Throughout his brief life, Dr. King's word communicated his vision, his passion, and his faith and the words demonstrated his gift to inspire others to follow his lead. Time is always right to do what is right. We have the ability to make positive change. Much has changed in Winterville, however, there is still much to change. Have courage to have relations. We are here tonight to address street safety, police visibility. Make sure you come up to par, make the necessary changes, and stand together. Do what all see as pleasing, regardless of race, greed, or color. Finding My Way organization is forming, please think about supporting our organization, make all safe.

### **CONSENT AGENDA:**

Items included in the Consent Agenda:

1. Approval of the following set of Council Meeting Minutes:
  - ✓ December 10, 2018, Regular Meeting.
2. Mellon Downs, Phases 2A and 2B: Direct Town Clerk to Investigate the Sufficiency of Annexation.

**Motion made by Mayor Pro Tem Smith and seconded by Councilman Hines to approve the consent agenda. The motion carried unanimously, 5-0.**

**OLD BUSINESS:**

New Regional Sanitary Sewer Pump Station - Amendment to Engineering Services Agreement: Assistant Town Manager Williams noted that the Town awarded a 20-year low-interest loan from the NCDENR – Division of Water Infrastructure – Clean Water State Revolving Fund (CWSRF) program for the construction of a new regional sanitary sewer pump station. The pump station is located off Old Tar Road near the new Christ Covenant School and replaces the existing Craft Winds pump station.

The previously approved costs for engineering services provided to date is \$294,500. This amount included CWSRF application preparation, Engineering Report and Environmental Information Document preparation and submittal, engineering survey, design, construction administration, construction inspection, geotechnical services, easement surveying/mapping, and CWSRF loan administration. The subject project has had change orders resulting in additional work and related time extensions for the contractor to complete. Due to the additional work and time, the consulting engineer has been required to perform additional construction observation and contract administration duties.

The original cost for previously approved engineering services provided to date is \$294,500. The additional fee associated with this amendment will be \$38,000, bringing the total cost for engineering services to \$332,500. Staff recommends Council approval of the subject engineering contract amendment.

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition dated September 10, 2012.**

**Amendment No. 3 to Task Order No. 15 – Town of Winterville, NC**

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1. Background Data:

- a. Effective Date of Task Order Agreement: September 10, 2012
  - b. Owner: Town of Winterville, NC
  - c. Engineer: L.E. Wooten and Company dba The Wooten Company
  - d. Specific Project: CWSRF New Regional Pump Station & Collection System (2853-X)
- 

2. Description of Modifications

- a. Engineer shall perform the following Additional Services: **None**
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: **Engineer will provide additional Construction Administration and Resident Project Representative Services for a period of 60 calendar days.**
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: **None.**
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: **An additional Eight Thousand Dollars (\$8,000.00) in Construction Administration and Thirty Thousand Dollars (\$30,000.00) in Resident Project Representative Services.**

**\*Hourly rate ceiling fees will not be exceeded without prior written consent of the Owner.**

- e. The schedule for rendering services under this Task Order is modified as follows:

<i>Category of Services</i>	<i>Milestone Completion Date</i>
<b>Engineering Survey</b>	<b>April 1, 2016</b>
<b>Engineering Design</b>	<b>October 1, 2016</b>
<b>Construction Administration</b>	<b>10 mos. after NTP</b>
<b>Resident Project Representative Services</b>	<b>10 mos. after NTP</b>
<b>Geotechnical Services</b>	<b>October 1, 2016</b>
<b>Easement Survey &amp; Mapping</b>	<b>September 1, 2016</b>
<b>CWSRF Loan Administration</b>	<b>10 mos. after NTP</b>

- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: **None.**

3. Task Order Summary (Reference only)

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Original Estimate of Compensation for Services</i>	<i>Amendment 1 Estimate of Compensation for Services</i>	<i>Amendment 2 Estimate of Compensation for Services</i>	<i>Amendment 3 Estimate of Compensation for Services</i>
CWSRF App. / Engineering Report / Environmental Information Document	<i>Lump Sum</i>	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00
Engineering Survey	<i>Lump Sum</i>	\$ 0.00	\$ 11,500.00	\$ 11,500.00	\$11,500.00
Engineering Design	<i>Lump Sum</i>	\$0.00	\$ 96,000.00	\$ 96,000.00	\$96,000.00
Construction Administration	<i>Hourly Rate w/Ceiling Fee</i>	\$ 0.00	\$ 31,500.00	\$ 31,500.00	\$39,500.00
Resident Project Representative Services	<i>Hourly Rate w/Ceiling Fee</i>	\$ 0.00	\$108,000.00	\$108,000.00	\$138,000.00
Geotechnical Services	<i>Hourly Rate w/Ceiling Fee</i>	\$ 0.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00
Easement Survey & Mapping	<i>Hourly Rate w/Ceiling Fee</i>	\$0.00	\$ 9,000.00	\$ 20,000.00	\$20,000.00
CWSRF Loan Administration	<i>Hourly Rate w/ Ceiling Fee</i>	<u>\$0.00</u>	<u>\$ 2,500.00</u>	<u>\$ 2,500.00</u>	<u>\$2,500.00</u>
<b>TOTAL</b>		<b>\$ 22,500.00</b>	<b>\$ 283,500.00</b>	<b>\$ 294,500.00</b>	<b>\$332,500.00</b>

- a. Original Task Order amount: \$ 22,500.00
- b. Net change for prior amendments: \$ 272,000.00
- c. This amendment amount: \$ 38,000.00
- d. Adjusted Task Order amount: \$ 332,500.00

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

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is **December 1, 2018.**

**OWNER:**

**ENGINEER:**

**Name:** Town of Winterville

**Name:** L.E. Wooten and Company dba  
The Wooten Company

**By (Signature):** \_\_\_\_\_

**By (Signature):**  \_\_\_\_\_

**Title:** Douglas A. Jackson  
Mayor

**Title:** Gary D. Hartong, P.E.  
Vice-President

**Date Signed:** \_\_\_\_\_

**Date Signed:** 12/4/2018

**PRE-AUDITED STATEMENT**

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

**Finance Officer:** \_\_\_\_\_

**By (Signature):** \_\_\_\_\_

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

**Motion made by Councilman Moore and seconded by Councilwoman Roberson to approve the contract amendment.**

Councilman Hines went with Assistant Town Manager Williams and Public Works Director Welborn on Friday. He suggested to Council that they go and see what is happening. Assistant Town Manager Williams said he would be giving virtual tour in a couple months. Councilman Moye asked about the Boyd Street completion. NCDOT has said it will be spring to summer for the east portion. Councilwoman Roberson noted that cable and phone services interruption is a problem. Public Works Director Welborn received a message from Willie Hines and NCDOT met with cable and phone set to solve issues. Town Manager Parker asked that citizens please let us know when a problem arises and we can get NCDOT to address.

Mayor Jackson asked for any further discussion or any more questions on the Engineering Services Amendment. Hearing none what is the Board's pleasure.

**The motion carried unanimously, 5-0.**

**OTHER AGENDA ITEMS:**

Councilwoman Roberson introduced Dianne Jamison with concerns about the animal holding pens. Staff looked into concerns of the animal holding pens. Inspections occur annually and they meet state compliance. Town Manager Parker to meet with Ms. Jamison to address her concerns.

**ITEMS FOR FUTURE AGENDA:**

Council Moore asked about the utility rates. Town Manager Parker said the 12-month period would be the end of January. Staff will be prepared at that time to discuss what things have looked like and address some of the items Council has raised.

Mayor Pro Tem Smith noted the sign at A. G. Cox being in bad shape. Mr. McDuffie said that a group had an estimate of approximately \$6,000 however, the new construction may jeopardize placement of the sign.

**REPORTS FROM DEPARTMENT HEADS:** Update on Projects Currently Underway:

1. Assistant Manager Williams updated on projects currently underway:
  - ❖ Minimum Housing/Code Enforcement (TLP): Town Manager Parker noted two minimum housing homes treated by control burns, other units are in progress.
  - ❖ Tar Road Widening Project – Electric Engineering/Relocation (RS): Electric Director Sutton reported on the Tar Road project starting next month. The widening project would locate electricity on the west side and consist of six lanes. This project will involve cooperation of NCDOT and GUC. Preliminary cost estimates range from 1 - 1.5 million dollars. Town Manager Parker said NCDOT drives the timeframe. We hope for reimbursement all costs. Engineering will start by June and work completed by the end 2020. Mayor Pro Tem Smith asked if the timeframe was 18 months. Electric Director Sutton crucial working with GUC. Councilman Moye asked about the funding. Town Manager Parker said these are budgetary discussion issues. Councilman Moye asked about prior commitment. Electric Director Sutton said Councilman Moore and Mayor Jackson would be able to help with their experience of past situations.

- ❖ New Electric Territory Engineering/Installation (RS): Electric Director Sutton said the electric territory expansion provides an expansion opportunity. Preliminary costs are \$3 - 4 million dollars. This area includes west of Highway 11. This area looks good for commercial and industrial, and additional residential.
- ❖ The latest round of LED street lights ordered and began installing. This year's order of LED street lights should complete the LED streetlight change-out project. Once all streetlights are changed, staff can then begin change-out of area lights. This final phase of the municipal light change-out project will take 1-2 years, depending on funding.
- ❖ Fork Swamp Greenway Project (EJ): Parks and Recreation Director Johnston said the review and comments of the first draft of the WGMP submitted by Kimley-Horn, the consultant. The second draft received on Friday, January 4 and is currently under review. Surveying of the proposed Fork Swamp Canal Greenway Corridor is underway. Anticipate surveying to be complete the week of January 14, weather permitting. Surveying component is one piece involved in the planning process that will assist in planning alignment of the proposed greenway. There will be a Fork Swamp Canal Greenway Plan Public Input Meeting on Thursday, January 31 from 6:00 p.m. to 8:00 pm in the Town Hall Assembly Room. There will be a presentation conducted by the consulting firm, Kimley-Horn staff beginning at 6:30 p.m.
- ❖ Resurfacing of the Hillcrest Basketball Courts (EJ): Parks and Recreation Director Johnston said weather has significantly slowed progress on this project. Contractor will install backboards/rims and courts will be open for use. In this scenario, Contractor will make any needed repairs to court surface because of use, install three additional surface coats, and paint lines. Remainder of project will complete once weather consistently warms to allow for court surfacing installation.
- ❖ Playgrounds (EJ): Parks and Recreation Director Johnston said the playgrounds have substantial progress. The work at Hillcrest Park continues, weather (temperatures and precipitation) have been a significant hindrance to the project.
- ❖ Multi-Purpose Building Site Plan (EJ): Parks and Recreation Director Johnston said we continue looking for a site.
- ❖ Parks and Recreation Director Johnston noted that Winterville Cal Ripken Baseball and Daddy-Daughter Dance registrations are underway.
- ❖ Parks and Recreation Director Johnston responded to Mayor Pro Tem Smith about the water tower park sign. Staff is working on new options. Mayor Pro Tem Smith asked to clean the existing.
- ❖ Winterville Market/Town Common Plan (BW): Assistant Town Manager Williams said the Town Common consultant submitted a draft for review and presentation.
- ❖ Assistant Town Manager Williams noted the earlier Rivers presentation and that those documents bring us up to date in many ways. Will be bringing a list of projects from the CIP to work with Council.
- ❖ Winterville Land Use Plan (BJ): Planning Director Jones said the land use plan casts a vision for the Town into the future. Held a steering committee meeting to get feedback. Stakeholders meeting to obtain input from all involved.
- ❖ Regional Sewer Pump Station Project (TW): Public Works Director Welborn said the regional sewer project is near completion. Pump Station is a fully functioning project with a small SCADA issue.
- ❖ Chapman Street Culvert - Nobel Canal Drainage Basin Study (TW): Public Works Director Welborn said the Chapman Street project is 90% ready to go with plans, permits, bid, and build this summer.
- ❖ 2018 SRF Application (Sewer Rehabilitation) (TW): Public Works Director Welborn said the CCTV part of the project begins next week, then the engineering review, the EREID document for approval, then construction plans and specifications.

- ❖ Church Street Pump Station Rehabilitation (TW): Public Works Director Welborn said the grant to improve is almost complete. Staff replaced the force main, and then will rebore, and bids are now out.
- ❖ Old Tar Road Public Works Director Welborn said we would move most of the utilities. Mostly gravity sewer, also, force main, and water. NCDOT says Town not be liable for cost, only upgrade costs.
- ❖ Public Works Director Welborn touched on sidewalks contract under review with a late March start. Mellon Downs drainage pipe changes at pond has helped. Received Ange to Forbes drainage easement from Attorney Lassiter. Some replacement required. Downtown parking under review by Attorney Lassiter.

Mayor Pro Tem Smith asked about patching on Railroad Street. Public Works Director Welborn said he would call NCDOT. He explained the online process for reporting potholes on NCDOT roads. Mayor Pro Tem Smith asked about a pipe running from a house to Ange Street. Public Works Director Welborn said he saw it and would check. Mayor Jackson asked about the ownership of the old pump station site at Craft Winds. Public Works Director Welborn said Town has no need and he would check on status.

Councilman Moyer spoke about the Bless Your Heart article and the Winterville Cemetery ditch. We will check to see if it is a Town ditch and the problem. Councilman Moyer asked about the funeral last Thursday. Lt. Williams will check into why Winterville police did not pick-up the procession. Councilman Moyer also asked about traffic at the dumpsite during a funeral, Town Manager Parker to check. Councilwoman Roberson said funeral procession pass off does not work well in Winterville and it does not look good for the Town. Mayor Jackson said Funeral Home must call the police department.

Lt. Williams reported on stops sign; the directed patrols caught 20 violations mostly during school hours. Councilman Moyer asked about the need for speed bumps. Lt. Williams said speed bumps have a double-edged sword, people work to go around. Mayor Pro Tem Smith said they worked on Primrose Lane. Mayor Pro Tem Smith said we need a report of speeding tickets on Mill Street, Laurie Ellis Road, and Cooper Street over the last 60 days. Councilman Hines said they do a good job on the west side. Lt. Williams noted that we have new officers that need radar certifications, three ready for school.

**ANNOUNCEMENTS:** Clerk Harvey gave the following announcements:

1. Dr. Martin Luther King, Jr. Tribute Breakfast - Thursday, January 17, 2019 – 8:30 am at Craig F. Goess Student Center, Davenport Multipurpose Room, Pitt Community College.
2. Martin Luther King Day Holiday: Town Office Closed - Monday, January 21, 2019.
3. Planning and Zoning Board Meeting – Tuesday, January 22, 2019 - 7 pm in Town Hall Assembly Room.
4. Town Council Vision Setting Meeting – Monday, January 28, 2019 – 5:30 pm at Winterville Train Depot.
5. Comprehensive Land Use Plan: Steering Committee Meeting – Tuesday, January 29, 2019 – 6:00 pm in Town Hall Assembly Room.
6. Fork Swamp Canal Greenway Public Meeting - Thursday, January 31, 2019 – 6:00 pm in Town Hall Assembly Room.
7. Town & State Dinner – Wednesday, February 20, 2019 – 2:00 pm to 7:30 pm at Raleigh Convention Center. Pre-registration and cancellation ends February 8, 2019.

**REPORTS FROM THE TOWN ATTORNEY, MAYOR, AND TOWN COUNCIL, AND TOWN MANAGER:**

**Attorney Lassiter:** None, busy with contract review.

**Councilman Moore:** Kiwanis Club helped with Town Clock. He asked Town Manager Parker meet with Wayne Avery, President to prepare a plaque. Contacted Representative Louis Pate about curb and gutter project. He will not be sworn in because he is very sick. A. G. Cox Middle School building is an old building. Would like to adopt a resolution about the historical significance. Town Manager Parker noted she thought Council did something earlier. Park Street only street not paved. Public Works Director Welborn stated it is in Town but is a NCDOT street. Please ask NCDOT to pave.

**Councilwoman Roberson:** Sunday celebration honoring Martin Luther King Jr. at her Church. Library Board needs volunteers at book sale, January 30 - February 4.

**Mayor Pro-Tem Smith:** None.

**Councilman Moye:** Happy New Year to all he missed.

**Councilman Hines:** None.

**Manager Parker:** Interviews conducted and Chief recommended Recruitment and Retention Officer. Interviews next 3 days for remaining positions.

**Mayor Jackson:** Shared thanks for storm assistance from New Bern and LaGrange.

**ADJOURN: Motion made by Councilman Moore and seconded by Councilwoman Roberson to adjourn the meeting. Motion carried unanimously, 5-0. Meeting adjourned at 9:42 pm.**

Adopted this the 11<sup>th</sup> day of February, 2019.

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Douglas A. Jackson, Mayor

ATTEST:

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Amy Barrow, Acting Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** February 11, 2019

**Presenter:** Anthony Bowers, Finance Director

**Item to be Considered**

**Subject:** Budget Amendment 2018-2019-3.

**Action Requested:** Approve the Budget Amendment

**Attachments:** Budget Amendment 18-19-3.

**Prepared By:** Anthony Bowers, Finance Director

**Date:** 2/1/2019

**ABSTRACT ROUTING:**

TC 2/4/2019

FD

TM 2/6/2019

Final 2/6/2019

**Supporting Documentation**

This is the third budget amendment for the 2018-2019 Fiscal Year.

This amendment addresses the use of additional interest income resulting from changing the Town's investment pool and higher interest rates. The change in strategy and rates increased interest income over all funds in the amount of \$217,900. Each fund receives a percentage based on the amount of cash in the fund as of June 30<sup>th</sup>. The increased income is being used to offset a few unfunded expenditures in the General Fund and the remainder will be used to reduce the amount of fund balance needed to balance the fund. All of the enterprise funds will be used to reduce the amount of appropriated fund balance as well. GF - \$60,000, EL- \$118,000, WA - \$27,000, SW – \$9,900, St.W - \$3,000.

Worthington Rd Study will need to run through the Town instead of the MPO. As a result the Town needs to budget for the whole study and will still be responsible for 20% of the project. This will be reimbursed by the Town in the amount of \$36,000.

Planning / Inspections Department renovations are budgeted in the amount of \$15,000.

Refund to developers for sureties for two completed sections of subdivisions in the amount of \$34,235.

Planning department will also receive \$750 for fuel. This was not included in the original budget.

The SAFR Grant budget is for the 5/12ths of the first year and requires a budget in the amount of \$497,194. This is funded with Grant funds in the amount of \$397,511 and an initial contribution from the Town in the amount of \$99,684.

**Budgetary Impact:** The total budget amendment is \$698,164.

**Recommendation:** Approve the Budget Amendment.

**BUDGET ORDINANCE AMENDMENT 18-19-3**

BE IT ORDAINED by the Governing Board of the Town of Winterville, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2019:

**SECTION 1. Revenues are to be changed as follows:**

LINE ITEM DESCRIPTION			Fund	Increase	Decrease
Investment Earning	10	3904	General	\$ 60,000	
MPO Reimbursement	10	3887	General	\$ 36,000	
Fund Balance	10	3831	General		\$ 28,950
Fund Balance	10	3831	General	\$ 34,235	
Fund Balance	10	3831	General	\$ 99,684	
Investment Earning	60	3904	Electric	\$ 118,000	
Fund Balance Contribution	60	3831	Electric		\$ 118,000
Investment Earning	61	3904	Water	\$ 27,000	
Fund Balance Contribution	61	3831	Water		\$ 27,000
Investment Earning	62	3904	Sewer	\$ 9,900	
Fund Balance Contribution	62	3831	Sewer		\$ 9,900
Investment Earning	63	3904	Storm Water	\$ 3,000	
Fund Balance Contribution	63	3831	Storm Water		\$ 3,000
Grant Contribution	New		Fire Grant - Rec & Ret	\$ 141,053	
Town Contribution	New		Fire Grant - Rec & Ret	\$ 14,198	
Grant Contribution	New		Fire Grant - Hurring	\$ 256,458	
Town Contribution	New		Fire Grant - Hurring	85,486	
Total				\$ 885,014	\$ 186,850

**SECTION 2. Appropriations are to be changed as follows:**

LINE ITEM DESCRIPTION			Department	Fund	Increase	Decrease
Reimbursement for Letter of Credit	1041950000	5121	Non Departmental	General Fund	\$ 34,235	
Contracted Services	1041413000	4233	Planning	General Fund	\$ 36,000	
Fuel	1041413000	4227	Planning	General Fund	\$ 750	
Buildings and Grounds	1042426000	4260	Buildings and Grounds	General Fund	\$ 15,000	
Debt Service	1042426000	5132	Public Buildings	General Fund	\$ 15,000	
Contribution to Fire Grant	New		Fire	General Fund	\$ 99,684	
Salaries	New		Rec & Ret	Fire Grant	\$ 38,771	
Member Benefits	New		Rec & Ret	Fire Grant	\$ 25,000	
Pay Per Call	New		Rec & Ret	Fire Grant	\$ 25,000	
Equipment	New		Rec & Ret	Fire Grant	\$ 58,935	
Training	New		Rec & Ret	Fire Grant	\$ 4,020	
Contracted Services	New		Rec & Ret	Fire Grant	\$ 3,525	
Salaries	New		Hurring	Fire Grant	\$ 342,244	
Total					\$ 698,164	\$ -

Adopted the 11th day of February, 2019.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** February 11, 2019

**Presenter:** Anthony Bowers, Finance Director

**Item to be Considered**

**Subject:** Release of Delinquent Fire Inspections Fees.

**Action Requested:** Approve the Release of the Fees.

**Attachments:** Listing of delinquent owners.

**Prepared By:** Anthony Bowers, Finance Director

**Date:** 1/31/2019

**ABSTRACT ROUTING:**

TC 2/4/2019

FD

TM 2/6/2019

Final 2/6/2019

**Supporting Documentation**

Due to the fact that many fire inspections are performed on business there are many instances where the business closes. Most of the time the business goes bankrupt, or dissolves and makes it nearly impossible to collect. As a result, we have several accounts that are out of business and have left us with an unpaid fire inspection fee.

At this time we would like to write off all of the bad debt in an effort to clean up the receivable register.

Please see the attached information as submitted by the Fire Department.

The amount of the releases is valued at \$1,057.50

**Budgetary Impact:** None, Most were in prior fiscal years.

**Recommendation:** Approve the release.





**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** February 11, 2019

**Presenter:** Anthony Bowers, Finance Director

**Item to be Considered**

**Subject:** Audit Contract amendment for fiscal year 2017 – 2018.

**Action Requested:** Approve the Audit Contract amendment with Carr, Riggs, and Ingram, LLC.

**Attachments:** Contract Amendment

**Prepared By:** Anthony Bowers, Finance Director

**Date:** 2/1/2019

**ABSTRACT ROUTING:**

TC 2/4/2019

FD

TM 2/6/2019

Final 2/6/2019

**Supporting Documentation**

Each year the Town Council must approve the contract with the audit firm that it uses for its independent review of the Town's Finances. The Town Council approved the original contract at the May 14, 2018 regularly scheduled meeting. The amendment addresses one item. It extends the date of the contract due to delayed information from the GASB 75 implementation and Hurricane Florence.

The audit is complete as of Jan 31<sup>st</sup> and is being sent to the printers for publication.

I will present the audit to the council at the March meeting.

**Budgetary Impact:** N/A.

**Recommendation:** Approve the Contract amendment.

Whereas	Primary Government Unit
and	Discretely Presented Component Unit (DPCU) (if applicable)
and	Auditor

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending	and originally due on	Audit Report Due Date
-----	--------------------	-----------------------	-----------------------

hereby agree that it is now necessary that the contract be modified as follows.

Modification to due date:	Original due date	Modified due date
Modification to fee:	Original fee	Modified fee

**EXPLANATION OF MODIFIED CONTRACT TERMS**

*Please provide an explanation for the modification of terms. If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years.*

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm	
Authorized Firm Representative (typed or printed)	Signature
Date	Email Address

**GOVERNMENTAL UNIT**

Governmental Unit	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref. G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**  
**\*ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT\***  
*(Pre-audit certificate not required for charter schools or hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer	Signature
Date of Pre-Audit Certificate	Email Address

**SIGNATURE PAGE – DPCU  
(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU	
Date DPCU Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

**DPCU – PRE-AUDIT CERTIFICATE**  
**\*ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT\***  
*(Pre-audit certificate not required for charter schools or hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

DPCU Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** February 11, 2019

**Presenter:** Bryan Jones, Planning Director

**Item to be Considered**

**Subject:** Mellon Downs, Phases 2A and 2B: Lots 16, 17, 18, 20, 22, 23, 24, 26, 39, 42, 43, 44, 46, 48, 51, 53, 54, 55, 56, 72, 76, 77, 78, 79, 80, 81, 82, 84, 86 and Parcels 82642 & 82885.

**Action Requested:** Set Public Hearing.

**Attachments:** Annexation Map, Annexation Petitions and Metes and Bounds, Resolution, and Certificate of Sufficiency.

**Prepared By:** Bryan Jones, Planning Director

**Date:** 1/30/2019

**ABSTRACT ROUTING:**

TC 2/4/2019

FD

TM 2/6/2019

Final 2/6/2019

**Supporting Documentation**

The property owners of Lots 16, 17, 18, 20, 22, 23, 24, 26, 39, 42, 43, 44, 46, 48, 51, 53, 54, 55, 56, 72, 76, 77, 78, 79, 80, 81, 82, 84, 86 and Parcels 82642 & 82885 (HOA Property) in Mellon Downs, Phases 2A and 2B are applying for annexation into the Town limits.

**Mellon Downs, Phases 2A and 2B:**

Location: Oakwood Drive and Mockingbird Lane

Size: 31 Lots.

Zoned: R-12.5

Annexation Process:

1<sup>st</sup> Council Meeting: Direct Town Clerk to Investigate the Sufficiency of the Annexation (1/14/19).

2<sup>nd</sup> Council Meeting: Schedule a Public Hearing for the Annexation (2/11/19).

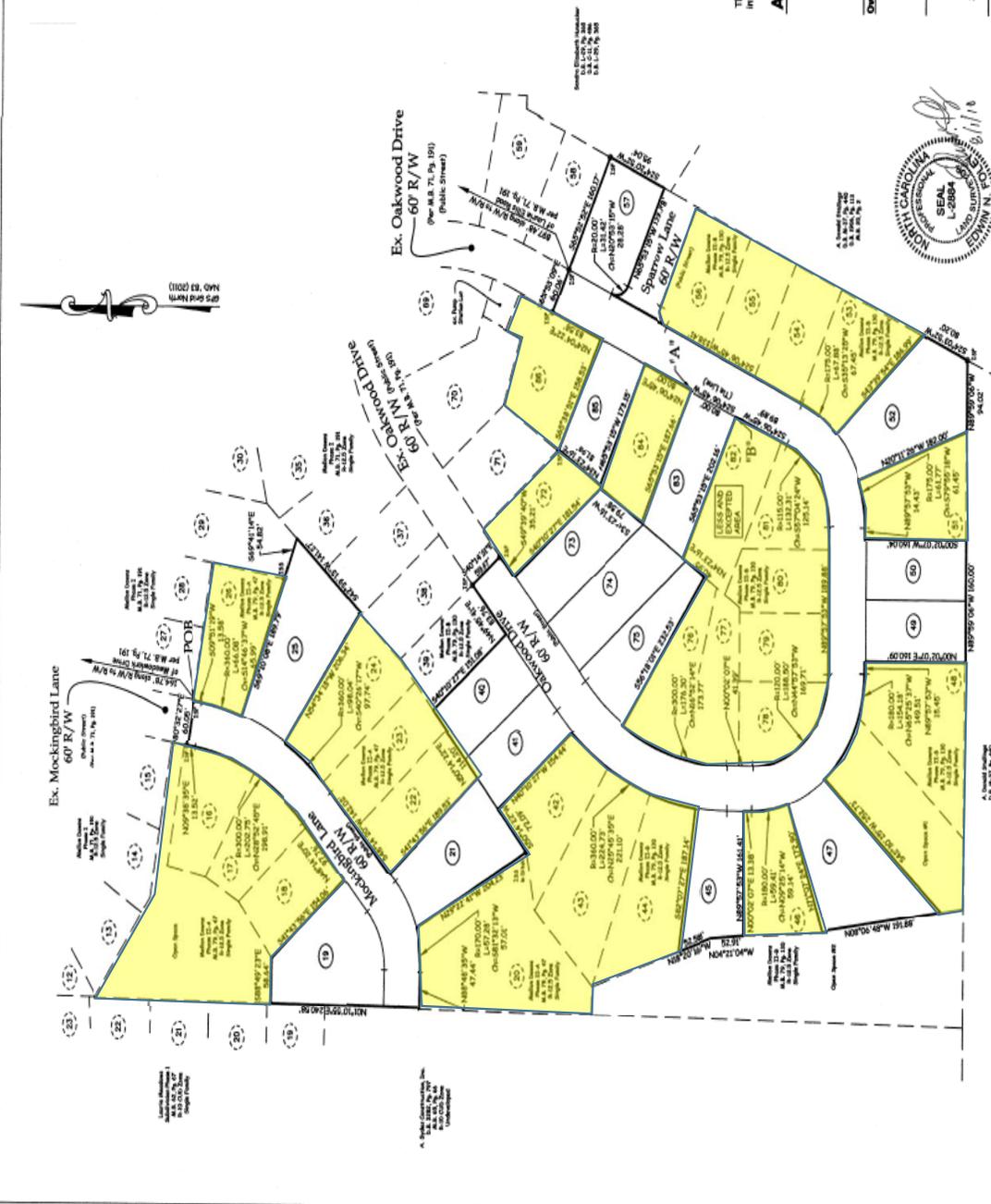
3<sup>rd</sup> Council Meeting: Hold Public Hearing on the Annexation (3/11/19).

**Budgetary Impact:** TBD.

**Recommendation:** Set Public Hearing for 3/11/19.



**LEGEND:**  
 A/C - Arched  
 A/G - Above Ground  
 B/G - Below Ground  
 C - Corner  
 C/P - Curved Point  
 D/B - Dead End  
 D/S - Iron Stake Set  
 D/P - Iron Pipe Pinned  
 M/B - Map Book  
 M/S - Reference Iron Stake Set  
 R - Reference to Reference Iron Stake Set  
 R/W - Right-of-way  
 [ ] - Adjusting Lot Number  
 POB - Point of Beginning for Annexation Descriptions



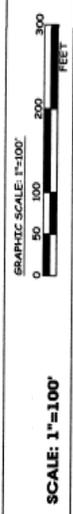
**Petitioners List**

Lot Number	Owner
19	Alexander & Jennifer Alves
21	Matthew & Nicole Charroan
22	Chad & Jennifer
40	April & Obadiah Vernon
41	Dyanysain Lamb
42	Michael & Jennifer
47	Keith & Nicholas Richards
49	Thomas & Tonya Allen
50	William & Bryson Jones
52	Victor & Jennifer
57	Jayvon & Darwaha Brunney
72	Garrett & Kimberly Smith
73	John Collins & Ginny Gilmore
75	Ryan & Jennifer Zimmerman
83	Heather & Brian Greisiger

This map was prepared from recorded information and not by actual survey.

**ANNEXATION MAP**  
 Lots 16-18, 20, 22-24, 26, 39, 42-44, 46, 48, 51, 53-55, 56, 72, 76-82, 84, 86; Parcels 82642 & 82885  
**MOCKINGBIRD LANE & OAKWOOD DRIVE**  
**MELLON DOWNS PHASE II-A & II-B**  
 Wadesville, Ind. 46186, North Carolina

**See Petitioners List**



**PARKER & ASSOCIATES, INC.**  
 Engineers - Surveyors - Planners  
 P.O. Box 976 - 304 New Bridge Street - 28540  
 Phone (910) 451-9414 - www.parkerandassociates.com  
 LIC. From Electronic Number: P4303



Field Book: N/A  
 Plan: N/A  
 Plan Name: Mellon Downs Annex.dwg  
 Job No.: S18075-8854

PETITION REQUESTING ANNEXATION

Date: 10/3/18

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82643

LOT 16

Address: 2816 Mockingbird Lane, Winterville, NC 28590 Mellon Downs Phase II-A

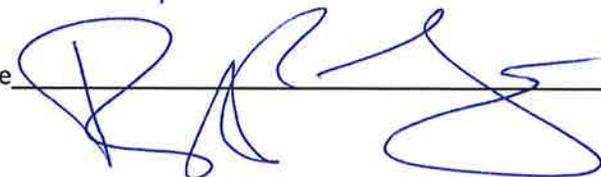
Map Book: 79 Page: 47-48

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 16 of Mellon Downs, Phase IIA as shown on the plat recorded in Map Book 79, Pages 47-48 of the Pitt County Registry.

Name Brandon P. & Kayla N. Luther Address 2816 Mockingbird Lane, Winterville, NC 28590

Signature 

Signature 

PETITION REQUESTING ANNEXATION

Date: 12-5-18

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82644

LOT 17

Address: 2826 Mockingbird Lane, Winterville, NC 28590 Mellon Downs Phase II-A

Map Book: 79 Page: 47-48

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 17 of Mellon Downs, Phase II-A as shown on the plat recorded in Map Book 79, Pages 47-48 of the Pitt County Registry.

Name Lakesia Y. Boone Address 2826 Mockingbird Lane, Winterville, NC 28590

Signature

Lakesia Y. Boone

PETITION REQUESTING ANNEXATION

Date: 12/10/18

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.

2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory

are as follows:

Description

Parcel: 82645

LOT 18

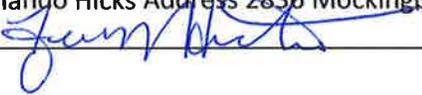
Address: 2836 Mockingbird Lane, Winterville, NC 28590 Mellon Downs Phase II-A

Map Book: 79 Page: 47-48

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 18 of Mellon Downs, Phase IIA as shown on the plat recorded in Map Book 79, Pages 47-48 of the Pitt County Registry.

Name Fernando Hicks Address 2836 Mockingbird Lane, Winterville, NC 28590

Signature 

PETITION REQUESTING ANNEXATION

Date: 11/20/18

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82647

LOT 20

Address: 2851 Mockingbird Lane, Winterville, NC 28590

Mellon Downs Phase II-A

Map Book: 79 Page: 47-48

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 20 of Mellon Downs, Phase IIA as shown on the plat recorded in Map Book 79, Pages 47-48 of the Pitt County Registry.

Name George E. & Angela P. Fuller Address 2851 Mockingbird Lane, Winterville, NC 28590

Signature 

Signature 

PETITION REQUESTING ANNEXATION

Date: 11/30/13

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82649

LOT 22

Address: 2839 Mockingbird Lane, Winterville, NC 28590

Mellon Downs Phase II-A

Map Book: 79 Page: 47-48

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 22 of Mellon Downs, Phase IIA as shown on the plat recorded in Map Book 79, Pages 47-48 of the Pitt County Registry.

Name Brenda S. Hayes & Linda J. Wynkoop Address 2839 Mockingbird Lane, Winterville, NC 28590

Signature 

Signature 

PETITION REQUESTING ANNEXATION

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

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82652

LOT 23

Address: 2833 Mockingbird Lane, Winterville, NC 28590

Mellon Downs Phase II-A

Map Book: 79 Page: 47-48

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 23 of Mellon Downs, Phase IIA as shown on the plat recorded in Map Book 79, Pages 47-48 of the Pitt County Registry.

Name Lisa Lane Haddock Address 2833 Mockingbird Lane, Winterville, NC 28590

Signature



PETITION REQUESTING ANNEXATION

Date:

9/28/18

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82651

LOT 24

Address: 2827 Mockingbird Lane, Winterville, NC 28590

Mellon Downs Phase II-A

Map Book: 79 Page: 47-48

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 24 of Mellon Downs, Phase IIA as shown on the plat recorded in Map Book 79, Pages 47-48 of the Pitt County Registry.

Name Kenneth I. & Francine A. McCullough Address 2827 Mockingbird Lane, Winterville, NC 28590

Signature 

Signature 

PETITION REQUESTING ANNEXATION

Date: Oct-1 2018

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82653

LOT 26

Address: 2817 Mockingbird Lane, Winterville, NC 28590

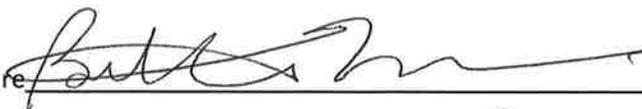
Mellon Downs Phase II-A

Map Book: 79 Page: 47-48

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 26 of Mellon Downs, Phase IIA as shown on the plat recorded in Map Book 79, Pages 47-48 of the Pitt County Registry.

Name Brian F. & Brittany T. Miller Address 2817 Mockingbird Lane, Winterville, NC 28590

Signature  \_\_\_\_\_

Signature  \_\_\_\_\_

PETITION REQUESTING ANNEXATION

Date: 10/15/18

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82876

LOT 39

Address: 2987 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 39 of Mellon Downs, Phase IIB as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name Thomas F. & Venus Roeller Address 2987 Oakwood Drive, Winterville, NC 28590

Signature 

Signature 

PETITION REQUESTING ANNEXATION

Date: 10/2/18

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82879

LOT 42

Address: 2969 Oakwood Drive, Winterville, NC 28590

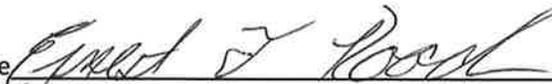
Mellon Downs Phase II-B

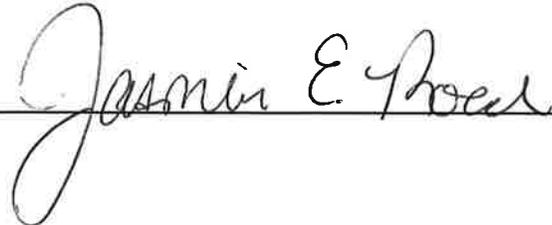
Map Book: 79 Page: 130

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 42 of Mellon Downs, Phase IIB as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name Ernest T. & Jasmine E. Roach Address 2969 Oakwood Drive, Winterville, NC 28590

Signature 

Signature 

PETITION REQUESTING ANNEXATION

Date: 10/4/18

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82880

LOT 43

Address: 2963 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 43 of Mellon Downs, Phase IIB as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name Charles E. & Soni C. Jahrsdorfer Address 2963 Oakwood Drive, Winterville, NC 28590

Signature \_\_\_\_\_

Signature \_\_\_\_\_

PETITION REQUESTING ANNEXATION

Date: 10/13/2018

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82881

LOT 44

Address: 2957 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 44 of Mellon Downs, Phase IIB as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name Lynne M. Beck Address 2957 Oakwood Drive, Winterville, NC 28590

Signature 

PETITION REQUESTING ANNEXATION

Date: 10/2/2018

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82883

LOT 46

Address: 2947 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 46 of Mellon Downs, Phase IIB as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name Evan Kyle & Molly Baker Pierce Address 2947 Oakwood Drive, Winterville, NC 28590

Signature 

Signature 

PETITION REQUESTING ANNEXATION

Date: 10-6-18

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82886

LOT 48

Address: 2931 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 48 of Mellon Downs, Phase IIB as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name Randy Lee & Brenda Bowen Garris Address 2931 Oakwood Drive, Winterville, NC 28590

Signature 

Signature 

Date: 12/3/18

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.

2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82889

LOT 51

Address: 2915 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 51 of Mellon Downs, Phase IIB as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name Cortney Jahrsdorfer Address 2915 Oakwood Drive, Winterville, NC 28590

Signature 

PETITION REQUESTING ANNEXATION

Date: 12/4/18

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82891

LOT 53

Address: 2905 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 53 of Mellon Downs, Phase IIB as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name Temias Dante & Jalysa Karina Gavin Address 2905 Oakwood Drive, Winterville, NC 28590

Signature



Signature



PETITION REQUESTING ANNEXATION

Date: 12-15-16

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82892

LOT 54

Address: 2899 Oakwood Drive, Winterville, NC 28590

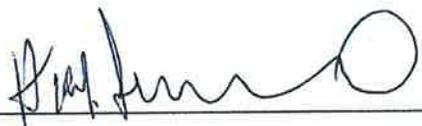
Mellon Downs Phase II-B

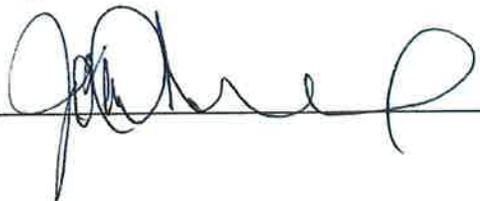
Map Book: 79 Page: 130

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 54 of Mellon Downs, Phase IIB as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name Huey & Joann Swindell Address 2899 Oakwood Drive, Winterville, NC 28590

Signature  \_\_\_\_\_

Signature  \_\_\_\_\_

PETITION REQUESTING ANNEXATION

Date: 12/4/2018

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82893

LOT 55

Address: 2893 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 55 of Mellon Downs, Phase IIB as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name Joshua Alan & Amy Thomason Troxell Address 2893 Oakwood Drive, Winterville, NC 28590

Signature  \_\_\_\_\_

Signature  \_\_\_\_\_

PETITION REQUESTING ANNEXATION

Date: 10-24-2018

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82894

LOT 56

Address: 2887 Oakwood Drive, Winterville, NC 28590

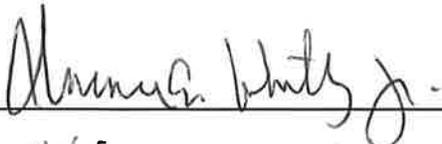
Mellon Downs Phase II-B

Map Book: 79 Page: 130

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 56 of Mellon Downs, Phase IIB as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name Clarence E. Jr. & Kimberly H. Whitley Address 2887 Oakwood Drive, Winterville, NC 28590

Signature 

Signature 

PETITION REQUESTING ANNEXATION

Date: 09/28/18

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82896

LOT 72

Address: 2990 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 72 of Mellon Downs, Phase IIB as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name John & Lisa Petriello Address 2990 Oakwood Drive, Winterville, NC 28590

Signature 

Signature Lisa Petriello

PETITION REQUESTING ANNEXATION

Date: 10/4/2018

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82900

LOT 76

Address: 2962 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 76 of Mellon Downs, Phase IIB as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name June Ward Address 2962 Oakwood Drive, Winterville, NC 28590

Signature 

PETITION REQUESTING ANNEXATION

Date: 12/2/2018

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82901

LOT 77

Address: 2954 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 77 of Mellon Downs, Phase IIB as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name Troy D. & Michele D. Owen Address 2954 Oakwood Drive, Winterville, NC 28590

Signature \_\_\_\_\_  


Signature \_\_\_\_\_  


PETITION REQUESTING ANNEXATION

Date: 9/28/18

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82902

LOT 78

Address: 2940 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 78 of Mellon Downs, Phase IIB as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name William A. & Virginia B. Greene Address 2940 Oakwood Drive, Winterville, NC 28590

Signature William A. Greene

Signature Virginia B. Greene

PETITION REQUESTING ANNEXATION

Date: 9/28/2018

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82903

LOT 79

Address: 2926 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 79 of Mellon Downs, Phase IIB as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name Durand N. & Latisha D. Greene Address 2926 Oakwood Drive, Winterville, NC 28590

Signature Durand N. Cooney

Signature Latisha D. Greene Cooney

PETITION REQUESTING ANNEXATION

Date: 8-22-18

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.

2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82904

LOT 80

Address: 2920 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 80 of Mellon Downs, Phase IIB as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name Alva III & Cathy M. Stuckey Address 2920 Oakwood Drive, Winterville, NC 28590

Signature 

Signature 

PETITION REQUESTING ANNEXATION

Date: 10/01/2018

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82905

LOT 81

Address: 2910 Oakwood Drive, Winterville, NC 28590

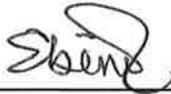
Mellon Downs Phase II-B

Map Book: 79 Page: 130

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 81 of Mellon Downs, Phase IIB as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name Ebenezer O. & Ivy Anna O. Appah Address 2910 Oakwood Drive, Winterville, NC 28590

Signature 

Signature 

PETITION REQUESTING ANNEXATION

Date: 9/28/18

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82906

LOT 82

Address: 2898 Oakwood Drive, Winterville, NC 28590

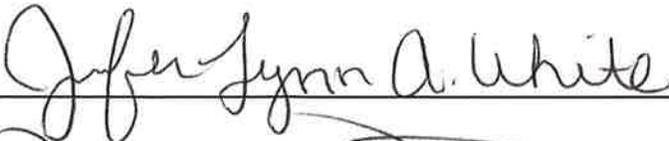
Mellon Downs Phase II-B

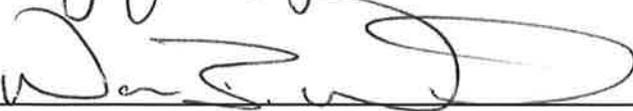
Map Book: 79 Page: 130

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 82 of Mellon Downs, Phase IIB as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name Jennifer Lynn & Warren Brooks White Address 2898 Oakwood Drive, Winterville, NC 28590

Signature 

Signature 

PETITION REQUESTING ANNEXATION

Date: September 28, 2018

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82908

LOT 84

Address: 2884 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

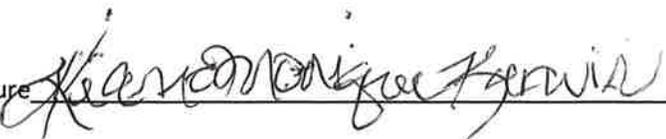
Map Book: 79 Page: 130

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 84 of Mellon Downs, Phase IIB as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name Kenneth L. & Kianna M. Kerwin Address 2884 Oakwood Drive, Winterville, NC 28590

Signature 

Signature 

Date: 12/3/18

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82910

LOT 86

Address: 2872 Oakwood Drive, Winterville, NC 28590

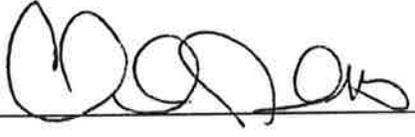
Mellon Downs Phase II-B

Map Book: 79 Page: 130

Lying and being situate in the Town of Winterville, Winterville Township, Pitt County, North Carolina, and more particularly described as follows:

BEING all of Lot 86 of Mellon Downs, Phase IIB as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name Charles E. & Daniel N. Jahrsdorfer Address 2872 Oakwood Drive, Winterville, NC 28590

Signature  \_\_\_\_\_

PETITION REQUESTING ANNEXATION

Date: 12/13/18

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82642

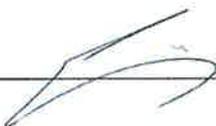
Map Book: 79 Page: 47

A tract or parcel of land in Pitt County containing 41.0661 acres, more or less, as shown on that plat prepared by Stroud Engineering, P.A., dated September 14, 2004, entitled "Boundary Survey for Jane S. Mellon and is incorporated herein by reference for a more complete accurate description.

LESS AND EXCEPT all lots in Mellon Downs, Phase I as shown on map recorded in Map Book 71 at Page 191, Pitt County Registry.

Name: Mellon Downs Homeowners Association , INC Address: Parcel 82642

Signature \_\_\_\_\_



PETITION REQUESTING ANNEXATION

Date: 12/3/18

To the Mayor and Town Council of the Town Of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Parcel: 82885

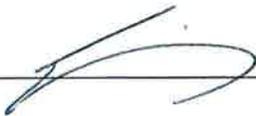
Map Book: 79 Page: 130

Lying and being situate in Winterville Township, Pitt County, North Carolina, and more particularly discribed as follows: BEING all of that Open Space #1 (.055 acres) as depicted on that certain map of Mellon Downs, Phase II-B as shown on the plat recorded in Map Book 79, Pages 130 of the Pitt County Registry.

Name Mellon Downs Homeowners Association, INC.

Address Parcel 82885

Signature \_\_\_\_\_



Signature \_\_\_\_\_

**RESOLUTION DIRECTING THE TOWN CLERK TO INVESTIGATE  
A PETITION RECEIVED UNDER NCGS 160A-31**

**Mellon Downs, Phases II A and II B  
Lots 16, 17, 18, 20, 22, 23, 24, 26, 39, 42, 43, 44, 46, 48, 51, 53, 54, 55, 56, 72,  
76, 77, 78, 79, 80, 81, 82, 84, 86 and Parcels 82642 & 82885 (HOA Property)**

**WHEREAS**, petitions requesting annexation of an area described in said petitions were received August 22, 2018 through December 15, 2018 by the Town Council; and

**WHEREAS**, NCGS 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

**WHEREAS**, the Town Council of the Town of Winterville seems it advisable to proceed in response to this request for annexation.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Winterville that:

The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Town Council the result of the investigation.

Adopted this the 14<sup>th</sup> day of January, 2019.



Douglas A. Jackson  
Douglas A. Jackson, Mayor

ATTEST:

Donald Harvey  
Donald Harvey, Town Clerk

**CERTIFICATE OF SUFFICIENCY**

**Mellon Downs, Phases 2A and 2B**

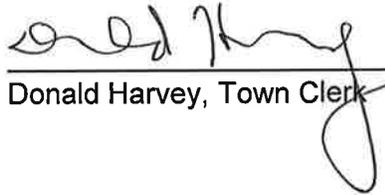
**Lots 16, 17, 18, 20, 22, 23, 24, 26, 39, 42, 43, 44, 46, 48, 51, 53, 54, 55, 56, 72, 76, 77, 78, 79, 80, 81, 82, 84, 86 and Parcels 82642 & 82885 (HOA Property)**

To the Town Council of the Town of Winterville, North Carolina:

I, Donald Harvey, Town Clerk, do hereby certify that I have investigated the petitions attached hereto and have found as a fact that said petitions are signed by all owners of real property lying in the area described herein, in accordance with NCGS 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Winterville this the 30<sup>th</sup> day of January, 2019.



  
\_\_\_\_\_  
Donald Harvey, Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** February 11, 2019

**Presenter:** Bryan Jones, Planning Director

**Item to be Considered**

**Subject:** Worthington Road Corridor Study – Professional Services Agreement.

**Action Requested:** Approve Agreement.

**Attachments:** Contract, Scope of Services, Cost Summary.

**Prepared By:** Bryan Jones, Planning Director

**Date:** 1/30/2019

**ABSTRACT ROUTING:**

TC 2/4/2019

FD

TM 2/6/2019

Final 2/6/2019

**Supporting Documentation**

The Town of Winterville is realizing explosive growth. Though the Town is currently a modest population of around 10,000, the Town is expected to continue to receive significant population and employment growth. Winterville is seen as a quality living environment with easy access to Greenville and other nearby markets. Managing growth and maintaining quality and accessible community corridors as the Town grows is essential for attracting employment growth. This includes a balance between residential and non-residential uses along major corridors that provide expected levels of multimodal transportation service.

The purpose of this corridor study is to develop a corridor plan for Worthington Road, between Mill Street and Corey Road that establishes long term capacity under a balanced land use plan. The corridor study will evaluate current and future planned conditions, identify deficiencies and make recommendations to enhance connectivity and access for all modes of transportation and travel along the corridor, as well as create a vision for the corridor. Land and development patterns as well as strategies for a balanced transportation system will also be considered. Worthington Road will function as a gateway into the Town of Winterville and will connect future development with the downtown area, as well as providing connectivity for bicyclists and pedestrians. Maintaining a quality aesthetic context will also be important along the corridor. A preliminary study area figure is attached to this scope of services.

This scope of services will assess existing and future conditions, established Town objectives, and provide recommendations for future transportation solutions that include service and safety improvements and operational efficiencies for the corridor. It will identify potential alternatives and significant land use and development patterns for the Town to consider long term.

**Budgetary Impact:** \$8,989.87 (20% of total \$44,949.33) budgeted for FY 18/19.

**Recommendation:** Approve Agreement.

STV Engineers, Inc.  
Vendor Number:

Contract # \_\_\_\_\_

**Town of Winterville, North Carolina**  
**PROFESSIONAL SERVICES AGREEMENT**  
**Worthington Road Corridor Study**

THIS AGREEMENT, made and entered into this DATE \_\_\_\_\_, by and between the TOWN OF WINTERVILLE, NORTH CAROLINA (hereinafter called the "TOWN") and STV ENGINEERS, INC. (hereinafter called the "CONSULTANT" or "Prime Consultant"), whose office is located at 900 W. Trade Street, Suite 715 Charlotte, NC 28202, United States.

**GENERAL RECITALS**

WITNESSETH:

WHEREAS, the TOWN desires the assistance of a CONSULTANT in the performance of certain professional services; and

WHEREAS, the CONSULTANT has exhibited evidence of experience, ability, competence, and reputation to perform such professional services; and

NOW THEREFORE, the TOWN and the CONSULTANT, for consideration hereinafter stipulated, mutually agree as follows:

The CONSULTANT agrees to perform the assigned professional services on an as needed basis.

**ARTICLE I - SCOPE OF WORK**

I.A.           Description of Work Required

The CONSULTANT will complete the following tasks as described in the following sections:

- 1.0 Corridor Conditions Assessment
- 2.0 Traffic Data Collection and Analysis
- 3.0 Conceptual Alternatives
- 4.0 Public Involvement

- 5.0 Corridor Improvement Recommendations
- 6.0 Plan Creation, Adoption and Agreement
- 7.0 Project Administration

## **1.0 Corridor Conditions Assessment**

The CONSULTANT will collect and analyze data about existing conditions for all travel modes (pedestrians, bicyclists, transit riders and motorists) and identify deficiencies and opportunities.

### **1.1 Review of Current Plans**

The CONSULTANT will review the following Transportation and Planning documents provided by the TOWN:

- Town Comprehensive Land Use Plan
- Zoning Ordinances and Maps
- Economic Development Plans
- Pending and Approved Development Plans
- Greenway and open Space Plans
- Land Development Plan and Thoroughfare Plan

### **1.2 Review of Public Agency Documents**

The CONSULTANT will review relevant public agency documents listed below:

- NCDOT supported transportation plans (funded/unfunded)
- NCDOT Highway Safety Improvement Program projects
- Pitt County Comprehensive Transportation Plan
- Greenville Urban Area MPO Thoroughfare Plan
- Plans and documents for U-2817 Old Tar Road widening
- Plans and documents for U-5991 NC 43 widening

- Plans and documents for the planned roundabout at Worthington Road and Corey Road

### **1.3 Transportation**

The CONSULTANT will review the existing Transportation System noting the following:

- Traffic patterns
- Geometrics
- Intersection and driveway operations
- Pedestrian/Bicycle connectivity
- Corridor access control

### **1.4 Land Use**

The CONSULTANT will review land use plans noting the following:

- General existing and future land use trends and patterns
- Locations of pending approved development
- Property and land uses and properties potentially subject to change

### **1.5 Environmental Constraints**

The CONSULTANT will develop environmental constraint mapping using NCOne Map GIS data and other GIS based databases along a 500 foot corridor to identify challenges associated with:

- Topography
- Wetlands
- Streams
- Floodplains
- Wildlife habitat
- National Register of Historic Places

Deliverables:

- A section in the report that summarizes the existing conditions, deficiencies, conclusions of past studies and matrix of key issues. This will be included in the final report. (1 electronic PDF)
- Provide a section in the report that includes a summary of existing transportation, land use, and environmental conditions and discusses perceived challenges. This will be inserted into the final study. (1 electronic PDF)

## **2.0 Traffic Data Collection and Analysis**

### **2.1 Data Collection**

The CONSULTANT will obtain the following traffic data:

- U-2817 Old Tar Road widening Traffic Forecast and Traffic Capacity Analysis
- U-5991 NC 43 widening Traffic Forecast and Traffic Capacity Analysis
- Any applicable traffic data for the planned roundabout at Worthington Road and Corey Road

### **2.2 Traffic Analysis**

The CONSULTANT will perform a capacity study using planned volumes and design data from the traffic forecasts. The analysis will be for a basic arterial roadway segment in Highway Capacity Software (HCS) to help guide the recommendations for the future cross section of the road (one or two lanes in each direction). Because the sole major intersection (Old Tar Road and Worthington Road) in the study area is being upgraded as part of U-2817, no intersection capacity analysis will be performed as part of this study.

Deliverables: Provide a section within the report that presents the findings of the HCS analysis and how that will help guide the decision of the future cross section. (1 electronic PDF)

## **3.0 Conceptual Alternatives**

Based on existing conditions and project goals, the CONSULTANT will prepare two corridor scenarios for the corridor to identify ways to protect or improve corridor capacity, safety, and multimodal connectivity, in collaboration with the town staff and MPO. The scenarios will consider implications to or associated with current and future land use and development patterns, and offer preliminary ideas for mitigating or improving land use compatibility, including the possible establishment of land use “character districts” which will help inform access control and design recommendations.

### **3.1 Conceptual Design**

Two alternatives will be prepared at a conceptual level, acknowledging that travel demand modeling will not be undertaken at this step, but could be beneficial as a follow-up action. The goal is to develop and illustrate likely feasible alternatives to elicit community preferences to the direction of physical and connectivity approaches in the corridor.

### **3.2 Conceptual Rendering**

The CONSULTANT will create two renderings of alternatives in Google SketchUp to illustrate proposed roadway and streetscaping improvements along the corridor; renderings will be created at a street level perspective. The renderings will include proposed widths of sidewalks, planting strips, shoulders, lanes, medians and other elements of proposed improvements.

### **3.3 Recommendation**

The CONSULTANT will coordinate with the town and MPO to compare and screen the two proposed corridor scenarios based on such factors as potential funding, mitigating factors, traffic operations and land use. and prepare a recommended corridor vision and plan.

Deliverable:

- Two high level sketch concepts prepared on corridor base maps illustrating alternative improvements with a short bulleted style memo summarizing the features and differences of each
- Two conceptual renderings of proposed roadway/streetscape improvements.

## **4.0 Public Involvement**

#### **4.1 Project Kickoff Meeting (via Skype/Web Conference)**

The CONSULTANT will host a web meeting with the Town outlining the project and present initial research and background information gathered (area plans, traffic projections, land use plans, etc.). The CONSULTANT will also discuss other information pertinent to the study with the Town.

#### **4.2 Alternatives and Recommendations Meeting (In-Person Meeting)**

The CONSULTANT will review with attendees the corridor scenarios (prepared in task 3.0) to determine improvement preferences for the corridor. Intergovernmental and interagency aspects of coordination will also be discussed at this meeting. Potential attendees include staff from the Town, MPO, NCDOT and others as appropriate.

#### **4.3 Town Council Meeting Attendance and Presentation (In-Person Meeting)**

The CONSULTANT will attend and deliver a presentation for one Town Council meeting to present the study findings and deliver recommendations to the Town Council.

Deliverables:

- Alternatives and Recommendations Meeting Materials, including handouts and mapping
- PowerPoint Presentation and Town Council meeting handout.

### **5.0 Corridor Improvement Recommendations**

#### **5.1 Accessibility and Connectivity**

The CONSULTANT will provide recommendations in the following areas:

- Access management along the corridor
- Active transportation improvements
- Safety enhancements

#### **5.2 Multi-modal Roadway Improvements**

The CONSULTANT will provide recommendations in the following areas:

- Typical section illustrating complete street design principles for Worthington Road
  - Proposed lane configurations
  - Recommendations for tying to the intersection improvements at Tar Road
  - Potential layouts at future intersections with subdivisions, business accesses
  - Bike lanes/paths
  - Sidewalks
  - Greenway access
- Provide recommendations for future roadway improvements, developer responsibilities, etc.

### **5.3 Land Use and Development Pattern Recommendations**

- Plan recommendations will be made in consideration of current and planned future land use area. Land use character districts may provide guidance on the type, spacing and level of access required to serve the corridor. Prototype improvements will be prepared.
- The CONSULTANT will assess current land use conditions and future recommended land use patterns under current long range plans for the corridor. General policies and land use and development recommendations will be made consistent with current long-range plans and will consider the appropriateness of development controls including current available regulatory tools, corridor overlay, or form based controls.

Deliverables: Provide a section in the report that summarizes in text and/or visually depicts cross section recommendations, access management opportunities and land use/development recommendations. This will be inserted into the final study. (1 electronic PDF)

## **6.0 Plan Creation, Adoption and Agreement**

The CONSULTANT will develop an initial project report outline and gain consensus from the Town in the early phases of the project to help guide the study process and develop the project report.

The CONSULTANT will take into account comments and suggestions made by the Town and any key stakeholders and prepare and submit a draft document that summarizes findings, challenges and presents draft recommendations, including cross sections. The CONSULTANT will address comments prior to submitting the final document.

Deliverables: Final Worthington Road corridor document. (2 hard copies, 1 electronic PDF)

## **7.0 Project Administration**

The CONSULTANT will provide project administration for the duration of the project. This work will include the following tasks:

- Develop work plan and coordinate project work with the Town
- Develop and maintain project schedule
- Establish project budgeting and maintain through course of project
- Provide monthly invoices and status reports to the Town

Deliverables: Project milestone schedule, monthly invoices, and progress reports.

### **I.B. Subconsultant Utilization**

The CONSULTANT shall only utilize subconsultants and/or subfirms that are prequalified by the North Carolina Department of Transportation to perform the specified professional or specialized services needed.

The CONSULTANT shall utilize the subconsultant(s) and/or subfirm(s) as proposed in the CONSULTANT'S Letter of Interest (LOI) or project proposal to the TOWN regarding the requested services. The CONSULTANT shall indicate the proposed utilization (CONSULTANT name and percentage) for both the Prime Consultant and any/all subconsultant(s) firms in the LOI on the appropriate FORM RS-2(s), as included in APPENDIX B.

The CONSULTANT shall insure that any/all subconsultant(s) or subfirms(s) shall comply with the terms and conditions set forth in this AGREEMENT.

I.C. Subcontracts

I.C.1. The CONSULTANT and/or subconsultant will not sublet any portion of the work covered by this AGREEMENT without prior written approval by the TOWN.

I.C.2. The CONSULTANT will be responsible for the schedule of any work sublet to others so as to assure the overall schedule of the project is maintained.

I.C.3. The CONSULTANT will be responsible for the completeness, accuracy and presentation of all data, and for the review of any work sublet to others.

I.C.4. The CONSULTANT shall notify all subconsultants under this contract of ALL new work assignments made by the TOWN to the CONSULTANT regardless of any particular subconsultant's engagement level under a particular task order. This notification information may be requested by the TOWN in the form of a report.

I.D. Work Standards

The CONSULTANT will perform the studies, prepare documents and reports, and develop plans in accordance with all applicable State and Federal regulations and safety guidelines.

I.E. Deliverables

The CONSULTANT will submit to the TWON the work products outlined in the detailed SCOPE OF WORK developed for each task. All deliverables will be in accordance to guidelines of the TOWN.

I.F. Guidelines

All work under this contract shall be performed in accordance with all applicable guidelines published by the TOWN, and in accordance with the SCOPE OF WORK developed for each task.

I.G. When performing field work on or adjacent to public streets or highways, it shall be the responsibility of the CONSULTANT to provide traffic control including flagmen and/or any other necessary devices in accordance with the

"Manual on Uniform Traffic Control Devices" (Current Edition), the "N. C. Department of Transportation - Construction and Maintenance Operations Supplement to the M.U.T.C.D." and the "North Carolina Survey Crew Safety Supplement" to protect workers, equipment, and the traveling public.

## **ARTICLE II - DATA AND SERVICES TO BE PROVIDED BY THE TWON**

### II.A. Data and Services

II.A.1. The staff person assigned the proposed project in the respective Branch, Unit, or Division shall serve as the TOWN's Project Manager for this AGREEMENT.

II.A.2. The TOWN shall provide available data and information, as applicable to the detailed SCOPE OF WORK developed for each task, which may include but is not limited to, the following:

- Guidelines for any applicable discipline; and
- All data in the hands of the TOWN that can be released that would assist the CONSULTANT in the accomplishment of the work.

## **ARTICLE III - TIME OF BEGINNING AND COMPLETION**

III.A. Work will begin immediately following written Notice of Execution of this AGREEMENT and Notice to Proceed to begin work on a specified task. The work will be completed according to a written schedule mutually agreed upon by the TOWN and the CONSULTANT. The CONSULTANT will be responsible for implementing and monitoring the schedule.

This Agreement will expire SEPTEMBER 30, 2019 or after the not-to-exceed amount has been depleted, whichever comes first.

This Agreement may be extended, if mutually agreed upon by the TOWN and the CONSULTANT.

III.B. Written approval from the Professional Services Management Unit, or the contracting Business Unit, of the CONSULTANT scope of work and cost estimate for each individual task assigned to the CONSULTANT shall be considered the Notice-to-Proceed. If additional tasks beyond the agreed-upon scope of work for the individual project are required to complete the assignment then a new written amended scope of work will be developed for the additional services. The CONSULTANT shall notify the TOWN's Project Manager as

soon as additional services beyond agreed upon scope of work appear to be warranted. All changes related to scope of work will be directed by and through the Professional Services Management Unit, or the contracting Business Unit. The CONSULTANT must never under any circumstance exceed the approved cost estimate without prior written authorization from the TOWN.

- III.C. No new assignment will be issued from the date of execution or after the not-to-exceed amount has been depleted, whichever occurs first. No additional work may be assigned under this AGREEMENT after that date unless appropriate supplemental agreements are in place. Work and billings on assignments with a signed notice to proceed before the end of the contract term will continue until satisfactory completion of the assignment deliverables.

#### **ARTICLE IV - COMPENSATION AND PAYMENTS**

- IV.A. Fees and Costs

As compensation for the professional services outlined in ARTICLE I, a maximum fee amount will be established. The maximum fee amount for the services covered under this AGREEMENT shall not exceed **\$44,993** (forty-four thousand, nine hundred and ninety three dollars). The professional services will be performed as individual tasks with lump sum or cost-plus compensation negotiated for each task. The lump sum amount negotiated for each task will be full compensation for all direct salary costs, overhead, direct non-salary costs, and operating margin incurred for the duration of the task. Direct salary costs from APPENDIX A shall be used to compute the lump sum or cost-plus amount for assignments assigned during the first year of the contract. The CONSULTANT shall always use their current overhead and cost of capital rates once the NCDOT Office of Inspector General issues an acceptance letter for the current year's overhead and cost of capital rates. The CONSULTANT will also be paid for other direct non-salary reimbursement costs as established in the NCDOT Field Fiscal Procedures Manual and in APPENDIX B of this AGREEMENT.

##### **Overhead**

Overhead rates for actual cost AGREEMENTs are not provisional and there will be no reconciliation to true up actual period costs. Once the NCDOT Office of Inspector General issues an acceptance letter for the current year's overhead rate, then the CONSULTANT should at that time begin billing the updated rate. Please refer to NCDOT Audit Requirements at the following site: <https://connect.ncdot.gov/business/consultants/Roadway/NCDOT%20Audit%20Requirements%20-%20Updated.pdf> .

### **Non-Salary Direct Costs**

Non-salary direct costs from the web site <https://connect.ncdot.gov/business/consultants/Pages/Guidelines-Forms.aspx> shall be used. These are subject to change during the life of the AGREEMENT. Other non-salary direct costs will be reimbursed by copy of invoices, receipts, leases (field office), bills or established rates (truck, etc.).

#### IV.B. Progress Report/Project Schedule

The CONSULTANT shall prepare a written progress report as required by the TOWN's Project Manager during work which is in progress under this AGREEMENT. The progress report shall discuss accomplishments to date, provide percent of tasks completed, provide current and updated projects schedules, and identify outstanding issues or problems. Subsequent to the preparation of each progress report, the CONSULTANT may be requested to meet with the TOWN to discuss project progress. **The progress report and an updated project schedule will be submitted to the TOWN's Project Manager.**

The CONSULTANT shall, with each month's Progress Report/Invoice indicate in the form of a report, the cumulative total of all payments to subconsultants under this contract, regardless of any particular subconsultant's engagement level under a particular task order.

#### IV.C. Payment and Retainage

Invoices shall be in the TOWN's format and shall include a DBE-IS form with each invoice. Invoices shall be paid by the TOWN within twenty-five days (25) of receipt. Interest will be added to accounts by the CONSULTANT for invoices not paid by the TOWN within 25 days at the maximum rate allowed by law. If the TOWN fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the TOWN, suspend services and withhold deliverables until all amounts due are paid.

The TOWN may withhold retainage on this contract if deemed necessary by the Contract Administrator assigned by the TOWN to this AGREEMENT. If retainage is withheld, payment for retainage may be released at any time during the contract period at the discretion of the contracting officer. The CONSULTANT may withhold retainage on subconsultants only if the TOWN withholds retainage on the subconsultant's portion of the contract. If the CONSULTANT withholds retainage from the subconsultant, it will be released upon request for final payment from the subconsultants.

The CONSULTANT shall pay subconsultants for work performed after CONSULTANT receives payment from the TOWN for work performed by the subconsultant. This requirement must be incorporated into all subconsultant agreements. It shall be the responsibility of the CONSULTANT and all subconsultants to keep records of all payments requested and the dates

received. The TOWN may request copies of this information in the form of a report.

Reporting Subconsultant(s) and/or Subfirm(s)

When payments are made to Subconsultant(s) and/or Subfirm(s), including material suppliers, Firms at all levels (CONSULTANT, subconsultant, or second tier subconsultant) shall provide the TOWN's Project Manager or Contract Administrator with an accounting of said payments. This accounting shall be furnished to the TOWN's Project Manager or Contract Administrator for any given month by the end of the following month. Failure to submit this information accordingly may result in (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved CONSULTANT from the prequalified bidders list or the removal of other entities from the approved subconsultants list. The accounting shall list for each payment made to a Subconsultant(s) and/or Subfirm(s) the following:

Project Number  
Payer CONSULTANT Name and Federal Taxpayer ID  
Receiving Subconsultant or Material Supplier and Federal Taxpayer ID  
Amount of Payment  
Date of Payment  
This document shall be on the Department's Subconsultant Payment Information Form.

A responsible fiscal officer of the payee CONSULTANT, subconsultant, or second tier subconsultant who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the TOWN's Project Manager or Contract Administrator.

IV.D. Inflation Adjustment

~~The salary rates contained in APPENDIX A a may be updated one year from the execution date of this AGREEMENT in accordance with the CONSULTANT'S corporate policies and upon submission of an amended payroll register. Additional updates, persons and personnel categories can be added to the payroll register, as needed, during the duration of the agreement, upon mutual agreement of both parties.~~

IV.E. Supplemental Agreement(s)

If and when the expenditures approach 75% of the not-to-exceed amount of the individual tasks under this AGREEMENT, the TOWN's Project Manager shall be notified in writing. At that time, the TOWN's Project Manager and the

CONSULTANT will review the work progress and determine the probability of a cost overrun and the need for a supplemental agreement. This review shall be made without interruption of the work.

The CONSULTANT shall notify the TOWN's Project Manager when the cumulative value of all Task Orders under this AGREEMENT approaches 90% of the total AGREEMENT Value.

IV.F. Maintenance of Information and Reports

IV.F.1. NCDOT Information

IV.F.1.a. All work will be administered and performed in accordance with Federal Aid Policy Guide - 23 CFR 172, the North Carolina Administrative Code, all relevant North Carolina General Statutes and all United States Statutes.

IV.F.1.b. Subcontracts exceeding \$2,500 which involve the employment of mechanics or laborers shall require the subconsultant to comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC Chapter 37) as supplemented by Department of Labor regulations (29 CFR, Part 5).

IV.F.1.c. Subcontracts exceeding \$10,000 shall require the subconsultant to comply with all Federal and State Statutes and regulations required in the AGREEMENT.

IV.F.2. Availability of Information

IV.F.2.a. The CONSULTANT will maintain all books, documents, papers, accounting records, and other information pertaining to costs incurred on this project and to make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of final payment for inspection by the TOWN, North Carolina Department of Transportation or the Federal Highway Administration or any other authorized representative of the TOWN, North Carolina Department of Transportation or Federal Highway Administration. Copies thereof will be furnished to the TOWN, North Carolina Department of Transportation and/or Federal Highway Administration if requested. The

CONSULTANT and any or all subconsultants will use cost principles as described in Federal Acquisition Regulation (48 CFR 1-31), Subpart 1-31.2.

IV.F.2.b. The CONSULTANT will require all subconsultants to whom a portion of this contract may be sublet to maintain all such books, documents, papers, accounting records, and other information pertaining to cost, and further to require that said subconsultants make these materials available to the TOWN, North Carolina Department of Transportation and/or Federal Highway Administration at all reasonable times during the contract period and for three (3) years from date of final payment, and to require said subconsultants to furnish copies of such documents to the TOWN, North Carolina Department of Transportation and/or Federal Highway Administration upon request. The CONSULTANT will affirmatively enforce this provision of this contract with the subconsultant upon request of the TOWN, North Carolina Department of Transportation or the Federal Highway Administration.

IV.F.2.c. The CONSULTANT shall notify the TOWN in writing of significant changes within the CONSULTANT'S firm (e.g., change of name, address, telephone number, project-related personnel changes, etc.). This responsibility includes ensuring the CONSULTANT'S qualification paperwork and registration information is current in the TOWN's and the North Carolina Department of Transportation's files.

IV.G. No Guarantee of Need for Services

The CONSULTANT understands and agrees that this agreement does not guarantee that services will be needed from the CONSULTANT. The CONSULTANT further understands and agrees that if the TOWN does not require that the CONSULTANT perform services at some point during the period of the agreement, the CONSULTANT will not receive any payment under this agreement. The TOWN has exclusive authority to determine when services are needed from the CONSULTANT.

## **ARTICLE V - MISCELLANEOUS PROVISIONS**

### V.A. Conferences, Visits to Sites, Inspection of Work

The CONSULTANT will be represented by a responsible member of the firm at any meetings, hearings, consultations, and field conferences deemed necessary by the TOWN or the CONSULTANT. All conferences held will be in the vicinity of the Project or in Greenville Urbanized Area.

### V.B. CONSULTANT'S Responsibility

The CONSULTANT shall be fully and totally responsible for the accuracy and completeness of all work performed under this contract and shall indemnify and save harmless the TOWN and shall be fully liable for any additional costs and all claims against the TOWN which may arise due to errors, omissions, or negligence of the CONSULTANT or any subconsultants in performing the work required by this AGREEMENT, including but not limited to any and all costs and damages for defending actions or claims under the National Environmental Policy Act (NEPA) or the North Carolina Environmental Policy Act of 1971.

The CONSULTANT shall defend, indemnify and hold harmless the TOWN, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this AGREEMENT by the CONSULTANT, its agents, employees, and subconsultants or any one for whom the CONSULTANT may be responsible. The obligations, indemnities and liabilities assumed by the CONSULTANT under this paragraph shall not extend to any liability caused by the negligence of the TOWN or its employees. The CONSULTANT'S liability shall not be limited by any provisions or limits of insurance set forth in this contract in Section V.F.2. PROFESSIONAL LIABILITY INSURANCE.

The CONSULTANT shall indemnify and hold harmless the TOWN from any claim, demand, suit, liability, judgment, and expense (including attorney's fees and other costs of litigation) involving damage or loss to the CONSULTANT'S equipment (including vandalism, theft, fire and acts of God) arising out of or relating to work performed under this AGREEMENT. The obligations, indemnities and liabilities assumed by the CONSULTANT under this paragraph shall not extend to any liability caused by the negligence of the TOWN or its employees. The CONSULTANT'S liability shall not be limited by any provisions or limits of insurance set forth in this contract.

If, during the duration of this AGREEMENT, the CONSULTANT receives instructions or directions which are considered beyond the scope of work outlined in this AGREEMENT, all work shall be suspended until the matter is resolved. The CONSULTANT shall immediately notify the TOWN's Project Manager in writing with a description and justification for the claim of extra work.

The CONSULTANT shall not continue work until written notice to proceed is given.

If the CONSULTANT receives incorrect instruction or direction as it relates to the individual scope of work for an assignment, the CONSULTANT will contact the TOWN's Project Manager with the details of the work beyond the negotiated Scope of Work herein. The CONSULTANT and TOWN's Project Manager will mutually agree upon what direction to pursue before any additional work is undertaken for that specific assignment. If additional services are required, then a new scope of work and estimate will be prepared. The CONSULTANT shall not continue work until a written notice to proceed for the agreed upon services is given.

In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

V.C. Relationship with Others

The CONSULTANT will cooperate fully with the TOWN with municipalities and local government officials, Federal and state environmental resource and regulatory agencies, and with any others as may be directed by the TOWN. This shall include attendance at meetings, workshops, and hearings and also includes provision of project development, human and natural environmental and engineering information to all parties as may be requested by the TOWN. The CONSULTANT will also cooperate fully with the TOWN and other agencies on adjacent projects.

V.D. The Professional services provided by the CONSULTANT under this AGREEMENT will be performed, findings obtained, and recommendations prepared in accordance with generally accepted industry principles and practices.

V.E. All work shall be administered and performed in accordance with Federal-Aid Highway Program Manual Volume 1, Chapter 7, Section 2 and the relevant parts of North Carolina Administrative Code and General Statutes.

V.F. ADDITIONAL PROVISIONS

V.F.1. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee

working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the TOWN shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

V.F.2. INSURANCE

The Consultant shall maintain the following insurance coverages while performing in accordance with the terms of this contract, subject to the terms and conditions of the policies:

Workers' Compensation: Statutory

Employer's Liability --

Each Accident:	<u>\$100,000</u>
Disease, Policy Limit:	<u>\$500,000</u>
Disease, Each Employee:	<u>\$100,000</u>

General Liability --

Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

General Aggregate: \$2,000,000

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

Each Accident \$1,000,000

Professional Liability --

Each Claim Made	<u>\$1,000,000</u>
Annual Aggregate	<u>\$1,000,000</u>

CONSULTANT will furnish the TOWN with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide the TOWN with 30 days prior written notice of insurance cancellation. The CONSULTANT shall list the TOWN as an additional insured for the General Liability and Automobile Liability insurance.

V.F.3. DESIGN

Unless covered elsewhere in this AGREEMENT, design standards are to be as furnished by the TOWN.

V.F.4. OWNERSHIP OF ENGINEERING DOCUMENTS

All tracings, documents, technical reports, charts, plans, specifications, photographic negatives, survey notes, computations, and maps and other data prepared or obtained under the terms of the contract shall be delivered to and become the property of the TOWN without restriction or limitation on their use. However, in the event of any reuse or alteration of any documents furnished to the TOWN, such alteration or reuse shall be at the TOWN's sole risk. In the case of an agreement involving preliminary plans only, no commitment is stated or implied that would constitute a limitation on the subsequent use of the plans or ideas incorporated therein for preparation of construction plans. These items could become the property of the TOWN, if the TOWN so elects.

V.F.5. CHANGES IN WORK

All changes in the work will be included in supplemental agreements, which will be executed prior to beginning of such supplemental work. The supplemental work will be approved by the TOWN and all other appropriate agencies prior to doing the work.

V.F.6. DELAYS AND EXTENSIONS

Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved.

V.F.7. TERMINATION OR ABANDONMENT

Should the TOWN for any reason whatsoever decide to cancel or to terminate the use of the CONSULTANT'S services, it will furnish thirty (30) days written notice thereof to the CONSULTANT who will immediately terminate work, but shall bring to a reasonable stage of completion those items whose value would be otherwise lost without such necessary further work, as may be directed by the TOWN, and will turn over to the TOWN all data, environmental documents, technical reports, charts, survey notes, figures, drawings, and other records or information collected or secured herein, whether partial or complete. Upon such termination, the fee to be paid the CONSULTANT will be equitable to cover all services rendered, using a proportional amount of the total fee based on a ratio of the amount of work done to the total amount of work

which was to have been performed, less prior partial payments which have been made and also pursuant to an accounting by the TOWN and upon approval of the Contract Administrator.

V.F.8. DISPUTE RESOLUTION

All claims by either party arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by either party must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes

V.F.9. GENERAL COMPLIANCE WITH LAWS

The CONSULTANT will comply with all laws, ordinances and regulations, Federal, State and local, applicable to the work. Specific attention is directed to North Carolina General Statutes 14-100 (Obtaining Property by False Pretenses) and 136-13.2 (Falsifying Highway Inspection Reports).

1. Selection of Labor

During the performance of this AGREEMENT, the CONSULTANT will not discriminate against labor from any other State, possession or territory of the United States.

2. Employment Practices

THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONSULTANTS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONSULTANTS AND VENDORS UNDER TOWN CONTRACTS.

During the performance of this AGREEMENT, the CONSULTANT agrees to comply with all applicable provisions of 49 CFR Part 21, 23 CFR Part 200 and Part 230 and the Civil Rights Act of 1964 as amended, and agree as follows:

- a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, age, handicap and/or disability. The

CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, age, handicap or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the TOWN setting forth the provisions of this nondiscrimination clause.

- b. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, national origin, sex, age, handicap and/or disability.
- c. The CONSULTANT will send to each labor union or representative of workers with which the CONSULTANT has a collective bargaining agreement or other contract or understanding, a notice to be provided by the TOWN, advising the labor union or workers' representatives of the CONSULTANT'S commitments under this AGREEMENT and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The CONSULTANT will comply with all provisions of U.S. Presidential Executive Order No. 11246 as amended by Executive Order 11375, and other Orders and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60).
- e. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 as amended by Executive Order 11375, and other Orders, and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60), and will permit access to his books, records, and accounts by the U.S. Secretary of

Labor or Labor Officials for purposes of investigations to ascertain compliance with such rules, regulations and orders.

- f. In the event of the CONSULTANT'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of rules, regulations, or orders referenced hereinabove this AGREEMENT may be canceled, terminated, or suspended in whole or in part, and the CONSULTANT may be declared ineligible for further Government contracts or Federally-assisted construction agreements in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375 and other Orders and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60) and such other sanctions may be imposed and remedies invoked as provided in the aforementioned U.S. Presidential Executive Order and regulations or as otherwise provided by law.
- g. The CONSULTANT will include the provisions of the paragraphs under Section V.F.9.2 of this AGREEMENT in every subcontract or purchase order so that such provisions will be binding upon each subconsultant or vendor unless specifically exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to Section 204 of the U.S. Presidential Executive Order No. 11246.

3. Title VI and Nondiscrimination

Purpose

The purpose of this section is to comply with Federal Requirements under United States Department of Transportation Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21 and 23 CFR part 200. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

- a. NCDOT Title VI Assurance (1050.2A, Appendix A & E)
  - i. During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**(1) Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(2) Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

**(4) Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required

of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

**(6) Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- ii. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

### Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of

Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. NCDOT Title VI Nondiscrimination Program (23 CFR 200.5(p))

The North Carolina Department of Transportation (NCDOT) has assured the United States Department of Transportation that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, income-level, sex, age, or disability, (or religion, where applicable) be excluded from participation in, be denied the benefits of, or be subjected to discrimination

under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

- i. During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. (*USDOJ Title VI Legal Manual, VI(F)*)
- ii. Subrecipients (e.g. cities, counties, LGAs, MPO/RPOs) may be required to prepare and submit a Title VI Program to NCDOT, which may include Title VI Nondiscrimination Assurances and/or agreements. Subrecipients must also ensure that their contractors and subrecipients comply with Title VI. (*23 CFR 200.9(b)(7)*)
- iii. If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action, to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (*23 CFR 200.9(b)(15)*)

4. Incorporation of Provisions:

The CONSULTANT will include the provisions of paragraph V.F.9.3 of this AGREEMENT in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The CONSULTANT or subconsultant will take such action with respect to any subcontract, procurement or leases as the TOWN may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the CONSULTANT become involved in, or is threatened with litigation with a subconsultant, or lessor as a result of such direction, the CONSULTANT may request the TOWN to enter into such litigation to protect the interests of the TOWN, and in addition, the CONSULTANT may request the State of North Carolina and United States to enter into such litigation to protect the interests of the United States.

The CONSULTANT shall advise the TOWN, State of North Carolina and United States in writing of such potential or actual litigation. However, the TOWN, State of North Carolina and United States are not required to enter into such litigation by law. The CONSULTANT shall be responsible for paying all litigation expenses, including but not limited to attorneys fees and costs, incurred by the TOWN, State of North Carolina and United States defending such litigation.

5. For contracts and subcontracts of amounts in excess of \$100,000.00, the CONSULTANT or subconsultant will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), U.S. Presidential Executive Order 11738, and U.S. Environmental Protection Agency (EPA) regulations, which prohibit, under nonexempt Federal contracts, grants or loans, the use of facilities included on the EPA List of Violating Facilities. The CONSULTANT or subconsultant will report violations to the grantor agency and to the U.S. Environmental Protection Agency, U.S. Assistant Administrator for Enforcement.

V.F.10. DISADVANTAGED BUSINESS ENTERPRISE

(a) Policy

It is the policy of the TOWN and State of North Carolina that small businesses shall have an equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by federal and state funds.

The TOWN is committed to its annual aspirational goal(s) set on all federally-assisted and state funded contracts. Professional Services Contracts are race and gender neutral and do not contain goals. However, the CONSULTANT is encouraged to give every opportunity to allow Disadvantaged, Minority-Owned and Women-Owned Business Enterprises (DBE/MBE/WBE) subconsultant participation on all contracts and supplemental agreements.

(b) Obligation

In compliance with *Title VI, 23 CFR 200, 230, 635, 117 (d) and (e) and 49 CFR Parts 21 and 26*, the

CONSULTANT and subconsultant shall not discriminate on the basis of race, religion, color, creed, national origin, age, disability or sex in the performance of this contract. Failure by the CONSULTANT to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the TOWN and North Carolina Department of Transportation deems necessary.

(c) Reporting Participation

When payments are made to subconsultants, including material suppliers, firms at all levels (CONSULTANT, subconsultant or subfirm) shall provide the Contract Administrator with an accounting of said payments. This accounting shall be furnished to the Contract Administrator for any given month, by the end of the following month. Failure to submit this information accordingly may result in (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved CONSULTANT from the pre-qualified list or the removal of other entities from the approved subconsultants list. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the CONSULTANT has no subconsultant participation, the firm shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed.

A responsible fiscal officer of the payee CONSULTANT, or subconsultant, who can attest to the date and amount of the payments shall certify that the accounting is correct on the Form DBE-IS by affixing his/her signature. This information shall be submitted as part of the requests for payments made to the North Carolina Department of Transportation. A copy of the Form DBE-IS may be found on the NCDOT website.

V.F.11. SMALL PROFESSIONAL SERVICES FIRM

(a) Program

The Small Professional Services Firm (SPSF) Program was developed to provide consultant opportunities for firms that meet the eligibility criteria to compete against other consultant firms that are comparably positioned in their industries. The TOWN and North Carolina Department of Transportation are committed to

providing contractual opportunities to qualified firms and believes that the total quality of a professional or specialized services team is enhanced by the inclusion of qualified subconsultants.

The SPSF program is a race, ethnicity, and gender neutral program designed to increase the availability of contracting opportunities for small businesses on federal, state, or locally funded contracts. SPSF participation is not contingent upon the funding source.

Participation credit cannot be counted unless the firm is certified as a SPSF at the time a letter of interest is submitted for the proposed work.

A firm certified as a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), and/or Women's Business Enterprise (WBE) may automatically be certified, based on North American Industrial Classification System (NAICS) code classification, as an SPSF and does not need to obtain further SPSF certification.

(b) Replacement of SPSF contractors

The Prime Consultant must not terminate a SPSF listed in the Consultant's Letter of Interest, See Section I.B., for convenience and then perform the work of the terminated subcontract with its own forces, or those of an affiliate, without the Department's prior written consent.

When a SPSF subconsultant is terminated or fails to complete its work on the contract for any reason, the Department encourages the Prime Consultant to make an earnest effort to find another SPSF subconsultant to substitute for the original SPSF. These efforts shall be directed at finding another SPSF to perform at least the same amount of work under the contract as the SPSF that was terminated.

(c) Counting SPSF Participation toward meeting the proposed SPSF Utilization

If a Firm is determined to be an eligible SPSF Firm and certified by the Department, the total dollar value of the participation by the SPSF will be counted toward the utilization. The total dollar value of participation by a certified SPSF will be based upon the value of work

actually performed by the SPSF and the actual payments to SPSF Firms by the Consultant.

V.F.12. SUBLETTING, ASSIGNMENT, OR TRANSFERS

There shall be no assignment, subletting or transfer of the interest of the CONSULTANT in any of the work covered by the AGREEMENT without the written consent of the TOWN, except that the CONSULTANT may, with prior notification of such action to the TOWN, sublet property searches and related services without further approval of the TOWN.

V.F.13. CONSULTANT'S ENDORSEMENT OF PLANS, ETC.

The CONSULTANT will sign and professional seal all environmental documents, reports, surveys, computations, maps, plans, specifications, estimates, and engineering data furnished by it.

V.F.14. CONTROL OF WORK

All work by the CONSULTANT or subconsultant is to be done in a manner satisfactory to the TOWN and in accordance with the established customs, practices, and procedures of the North Carolina Department of Transportation and in conformity with the Standards adopted by the American Association of State Highway Transportation Officials (AASHTO), and approved by the Secretary of Transportation as provided in Title 23, U. S. Code, Section 109(b). The decision of the TOWN is to control in all questions regarding location, type of design, dimension of design, and similar questions.

V.F.15. APPROVAL OF PERSONNEL

The TOWN shall have the right to approve or reject the CONSULTANT's or subconsultant's project manager, project engineer, design engineer, technicians, and other technical or supervisory personnel assigned to a project.

In the event of engagement, the CONSULTANT or their subconsultant shall restrict such person or persons from working on any of the CONSULTANT'S contracted projects in which the person or persons were formerly involved while employed by the TOWN. This restriction period shall be for the

duration of the contracted project with which the person or persons was involved. "Involvement" shall be defined as active participation in any of the following activities:

- Drafting the planning, environmental and/or engineering agreement;
- Defining the scope of the contracted work;
- Selection of the CONSULTANT for service;
- Negotiation of the cost of the CONSULTANT'S services (including calculating work days or fees); and
- Administration of the contract.

An exception to these terms may be granted when recommended by the Town Manager and approved by the Town of Winterville Town Council.

Failure to comply with the terms stated above shall be grounds for termination of this contract and/or not being considered for selection of work on future contracts for a period of one year.

V.F.16. GIFTS AND FAVORS

By N.C. G.S.§ 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any TOWN employee or State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review G.S. Sec. 133-32.

V.F.17. CONFLICT OF INTEREST

The CONSULTANT does hereby certify that they have not entered into and, during the lifetime of the AGREEMENT, will not enter into any agreement with a third-party affording the

CONSULTANT, or any Subcontractors that they may hire, with any direct or indirect financial interest in the outcome of the project, except with regard to the project development, human and natural environmental and/or engineering services associated with this AGREEMENT.

Pursuant to N.C.G.S. § 133-1, the CONSULTANT will not knowingly specify building materials, equipment, or other items that are manufactured, sold or distributed by any firm or corporation in which the designer has a financial interest. Pursuant to N.C.G.S. § 133-2, the CONSULTANT will not employ or allow manufacturers or their representatives or agents to write, plan, draw, or make specifications for such public works.

The CONSULTANT does hereby certify that it does not have any potential conflict of interest with any entity involved with the project. Any potential conflict of interest shall be disclosed immediately to the TOWN.

V.F.18. COMPLIANCE WITH LAW

In performing all of the Services, the Consultant shall comply with all applicable law.

V.F.19. E-VERIFY COMPLIANCE

The CONSULTANT shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the CONSULTANT utilizes a Subconsultant, the CONSULTANT shall require the Subconsultant to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The CONSULTANT represents that their firm and its Subconsultant are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

V.F.20. MISCELLANEOUS

Choice of Law and Forum

This contract shall be deemed made in Pitt County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Pitt County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

### Waiver

No action or failure to act by the TOWN shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

### Performance of Government Functions

Nothing contained in this contract shall be deemed or construed so as to in any way stop, limit, or impair the TOWN from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

### Severability

If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

### Rights in Deliverables

All deliverables provided by Consultant to the TOWN shall belong to the TOWN. Methodologies, pre-existing intellectual property, and other instruments of service used to prepare the deliverables shall remain the property of the Consultant. Any data purchased or obtained by Consultant from third parties will remain the property of the third party providing the data, and use of such data may be subject to additional third party license terms.

### Confidentiality

The TOWN consents to the use and dissemination by the CONSULTANT of photographs of the project and to the use by the CONSULTANT of facts, data and information obtained by the CONSULTANT in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the TOWN as confidential, the CONSULTANT shall use reasonable care to maintain the confidentiality of that material.

### APPENDICES

The following APPENDICES are made a part of this contract:

APPENDIX A: Fee Structure

APPENDIX B: Required Documents and Forms

APPENDIX C: Schedule of Work

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

(REMAINDER OF) THIS PAGE LEFT INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in triplicate originals as the day and year first above written.

EXECUTED by the TOWN this DATE \_\_\_\_\_.

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

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

Title: STV Engineering, INC.

TOWN OF WINTERVILLE

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

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

Title: Douglas A. Jackson, Mayor

APPROVED AS TO FORM

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

Title: Town Attorney

Pre-Audit Certification:

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

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

Anthony Bowers, Director  
Town of Winterville Finance Department

## CERTIFICATION OF CONSULTANT

\_\_\_\_\_, being duly sworn, certify that I am the  
\_\_\_\_\_ and duly authorized representative of  
\_\_\_\_\_

whose address is \_\_\_\_\_ and that neither

I nor the above firm I represent or any of its principals:

- (a) has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above firm) to solicit or secure this agreement;
- (b) has agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above firm) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out the agreement;
- (d) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (e) has within a three-year period preceding this agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- (f) is presently indicted for or otherwise criminally or civilly charged by governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e. of this certification; and
- (g) has within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

except as here expressly stated (if any):

I acknowledge that this certification is executed according to EXHIBIT A, which is also a part of this agreement, and that if future certifications are required of subconsultants and suppliers, under US DOT Order 4200.5E and 2 CFR Part 180, I shall obtain them.

I acknowledge that this certificate is to be furnished to the North Carolina Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this agreement and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

Attest \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**APPENDIX A**

Name	Rate	Task 1- Corridor Conditions Assessment		Task 2 - Data Collection		Task 3-Conceptual Alternatives		Task 4 - Public Involvement		Task 5- Corridor Improvement Recommendations		Task 6- Plan Agreement		Task 7- Project Administration & QA/QC		TOTAL	
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
<b>Direct Labor</b>																	
Anne Redmond	\$ 70.63		\$ -		\$ -	3	\$ 211.89	1.5	\$ 105.95		\$ -	4	\$ 282.52	5	\$ 353.15	13.5	\$ 953.51
Kathryn Curry	\$ 44.49	18	\$ 800.82	12	\$ 533.88	9	\$ 399.54	38	\$ 1,690.62	4	\$ 177.96	14	\$ 622.86	32	\$ 1,423.68	118	\$ 5,249.82
Justin Carroll	\$ 64.03	6	\$ 384.18	14	\$ 896.42	9	\$ 576.27	26	\$ 1,664.78	16	\$ 1,024.48	4	\$ 256.12	8	\$ 512.24	83	\$ 5,314.49
Trent Moody	\$ 50.52	1	\$ 50.52	4	\$ 202.08		\$ -		\$ -	12	\$ 606.24		\$ -		\$ -	17	\$ 858.84
Patrick Livingston	\$ 40.18		\$ -		\$ -	10	\$ 401.80		\$ -	12	\$ 482.16		\$ -		\$ -	22	\$ 883.96
Elizabeth Scott	\$ 38.57	22	\$ 848.54	8	\$ 308.56	8	\$ 308.56	8	\$ 308.56	2	\$ 77.14	6	\$ 231.42		\$ -	46	\$ 1,774.22
Alexander Wiseman	\$ 33.88	4	\$ 135.52	16	\$ 542.08		\$ -		\$ -	10	\$ 338.80	4	\$ 135.52		\$ -	34	\$ 1,151.92
Sadhana Chukkula	\$ 29.33	4	\$ 117.32	4	\$ 117.32		\$ -		\$ -		\$ -		\$ -		\$ -	8	\$ 234.64
<b>Direct Labor Subtotal</b>		55	\$ 2,336.90	38	\$ 1,757.90	42	\$ 2,032.40	73.5	\$ 3,769.91	56	\$ 2,706.78	32	\$ 1,528.44	45	\$ 2,289.07	341.5	\$ 16,421.40
Salary Increases Effective February 1	2.65%		\$ 61.84		\$ 46.52		\$ 53.79		\$ 99.77		\$ 71.63		\$ 40.45		\$ 60.58		\$ 434.58
<b>Direct Labor Total</b>			\$ 2,398.74		\$ 1,804.42		\$ 2,086.19		\$ 3,869.67		\$ 2,778.41		\$ 1,568.89		\$ 2,349.65		\$ 16,855.97
<b>Overhead (on direct labor)</b>	146.31%		\$ 3,419.12		\$ 2,571.98		\$ 2,973.60		\$ 5,515.75		\$ 3,960.29		\$ 2,236.26		\$ 3,349.14		\$ 24,026.14
<b>Labor and Overhead Total</b>			\$ 5,756.02		\$ 4,329.88		\$ 5,006.00		\$ 9,285.65		\$ 6,667.07		\$ 3,764.70		\$ 5,638.21		\$ 40,447.54
<b>Direct Expenses</b>																	
Travel			\$ -		\$ -		\$ -		\$ 545.00		\$ -		\$ -		\$ -		\$ 545.00
Shipping			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Outside Graphics & Copying			\$ 320.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 320.00
Teleconferencing			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Total Direct Expenses</b>			\$ 320.00		\$ -		\$ -		\$ 545.00		\$ -		\$ -		\$ -		\$ 865.00
<b>Facilities Cost of Capital</b>	0.24%		\$ 5.61		\$ 4.22		\$ 4.88		\$ 9.05		\$ 6.50		\$ 3.67		\$ 5.49		\$ 39.41
<b>Total Costs</b>			\$ 6,076.02		\$ 4,329.88		\$ 5,006.00		\$ 9,830.65		\$ 6,667.07		\$ 3,764.70		\$ 5,638.21		\$ 41,312.54
<b>Fee</b>	9%		\$ 518.04		\$ 389.69		\$ 450.54		\$ 835.71		\$ 600.04		\$ 338.82		\$ 507.44		\$ 3,640.28
<b>TOTAL COST PLUS FEE</b>		55	\$ 6,599.67	38	\$ 4,723.79	42	\$ 5,461.42	73.5	\$ 10,675.41	56	\$ 7,273.60	32	\$ 4,107.19	45	\$ 6,151.14	341.5	\$ 44,992.23

## **APPENDIX B: Required Documents and Forms**

## **ATTACHMENT C: LOCATION OF WORKERS UTILIZED BY VENDOR**

---

In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The City of Greenville will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

**a) Will any work under this Contract be performed outside the United States?**  YES  NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:
  
  
  
  
  
  
  
  
  
  
2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

**b) The Vendor agrees to provide notice, in writing to the City of Greenville, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States**  YES  NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

**c) Identify all U.S. locations at which performance will occur:**

---

*This Space is Intentionally Left Blank*

*[This Attachment may be modified or deleted]*

## **ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION**

---

Name of Vendor: \_\_\_\_\_

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: \_\_\_\_\_

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

**Note:** This is a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

**If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:**

---

---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**[This Certification must be signed by an individual authorized to speak for the Vendor]**

# Sub-Service Provider Utilization Commitment

(Must be submitted after contract negotiation and prior to Award)

We \_\_\_\_\_, do certify that on the  
 \_\_\_\_\_ (Company Name)  
 \_\_\_\_\_ (Project) we will expend a minimum of \_\_\_\_\_% of the  
 total dollar amount of the contract with certified **MBE** firms and a minimum of \_\_\_\_\_% of the  
 total dollar amount of the work with **WBE**.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

\*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**),

Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

The undersigned will enter into a formal agreement with MWBE firms for work listed in this schedule. Failure to fulfill this commitment may constitute a breach of contract.

The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind the submitter to the commitment herein set forth.

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

Name & Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

**ATTACHMENT G: NCDOT FORM RS-2**

**PRIME CONSULTANT  
TO BE USED WITH PROFESSIONAL SERVICES CONTRACT ONLY  
RACE AND GENDER NEUTRAL**

*TIP No. and/or Type of Work (Limited Services)*

*(Consultant/Firm Name and Federal Tax Id)*

<i>SERVICE / ITEM DESCRIPTION</i>		<i>Anticipated Utilization</i>
<b>TOTAL UTILIZATION:</b>		
<b>RECOMMENDED BY:</b>		
CONSULTANT:		
*BY:		
TITLE:		<input type="text"/>
SPSF Status:	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**“PRIME CONCONSULTANT” (FORM RS-2) RACE AND GENDER NEUTRAL**

**Instructions for completing the Form RS-2:**

1. Complete a Prime Consultant Form RS-2 for the prime consultant firm.
2. Insert TIP Number and /or Type of Work (Limited Services)
3. Complete the Consultant/Firm name and Federal Tax ID Number for the primary firm information.
4. Enter Service/Item Description – describe work to be performed by the Prime Firm
5. Enter Anticipated Utilization – Insert dollar value or percent of work to the Prime Firm
6. \*Signature of the Prime Consultant **is required** on each RS-2 Form to be submitted with the Letter of Interest (LOI) to be considered for selection
7. Complete “SPSF Status” section - Check the appropriate box regarding SPSF Status, check Yes if SPSF or No if not SPSF

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**

(Compliance with 49CFR, Part 29)

I hereby certify that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into contract by any federal agency, or any department, agency, or political subdivision of any State and will immediately notify the City of Greenville and the Greenville Urban Area MPO of any such actions.

Name of Consultant / Firm \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Representative

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

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
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 may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person 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.
5. The prospective lower tier participant agrees by submitting this proposal 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 proposal that it will include this clause titled \* Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, 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 it 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 Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are 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 may pursue available remedies, including suspension and/or debarment.

<http://www.gpo.gov/fdsys/granule/CFR-2004-title49-vol1/CFR-2004-title49-vol1-part29/content-detail.html>

**ATTACHMENT I: CERTIFICATION OF CONFLICT OF INTERESTS**

**CONFLICT OF INTEREST CERTIFICATION FOR  
CONSULTANTS/CONTRACTORS**

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the MPO, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the MPO should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

For purposes of determining any possible conflict of interest, all firms, must disclose if any Greenville Urban Area Metropolitan Planning Organization Board Members, Employee(s), Advisory Committee Member(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a MPO employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes \_\_\_\_\_ No \_\_\_\_\_

Name(s) \_\_\_\_\_ Position(s) \_\_\_\_\_

Name(s)	Position(s)

I realize that violation of the above mentioned standards could result in the termination of my work for the City of Greenville and the MPO.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

Company: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Typed or Printed)

Address: \_\_\_\_\_ TITLE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE NO: \_\_\_\_\_ E-MA \_\_\_\_\_

### ATTACHMENT J: NCDOT VENDOR REGISTRATION FORM, W-9

#### SUBSTITUTE FORM W-9

#### VENDOR REGISTRATION FORM NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD  
CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME: \_\_\_\_\_

MAILING ADDRESS: STREET/PO BOX: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

DBA / TRADE NAME (IF APPLICABLE): \_\_\_\_\_

BUSINESS DESIGNATION:  INDIVIDUAL (use Social Security No.)  SOLE PROPRIETER (use SS No. or Fed ID No.)  
 CORPORATION (use Federal ID No.)  PARTNERSHIP (use Federal ID No.)  
 ESTATE/TRUST (use Federal ID no.)  STATE OR LOCAL GOV'T. (use Federal ID No.)  
 OTHER / SPECIFY \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (Social Security #)

OR

FED.EMPLOYER IDENTIFICATION NO. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

REMIT TO ADDRESS: STREET / PO BOX: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? ( Prefer Not To Answer,  African American,  Native American,  Caucasian American,  Asian American,  Hispanic American,  Asian-Indian American,  Other: \_\_\_\_\_ )

What is your firm's gender? ( Prefer Not to Answer,  Male,  Female) Disabled-Owned Business? ( Prefer Not to Answer,  Yes,  No)

#### IRS Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

NAME (Print or Type) \_\_\_\_\_

TITLE (Print or Type) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

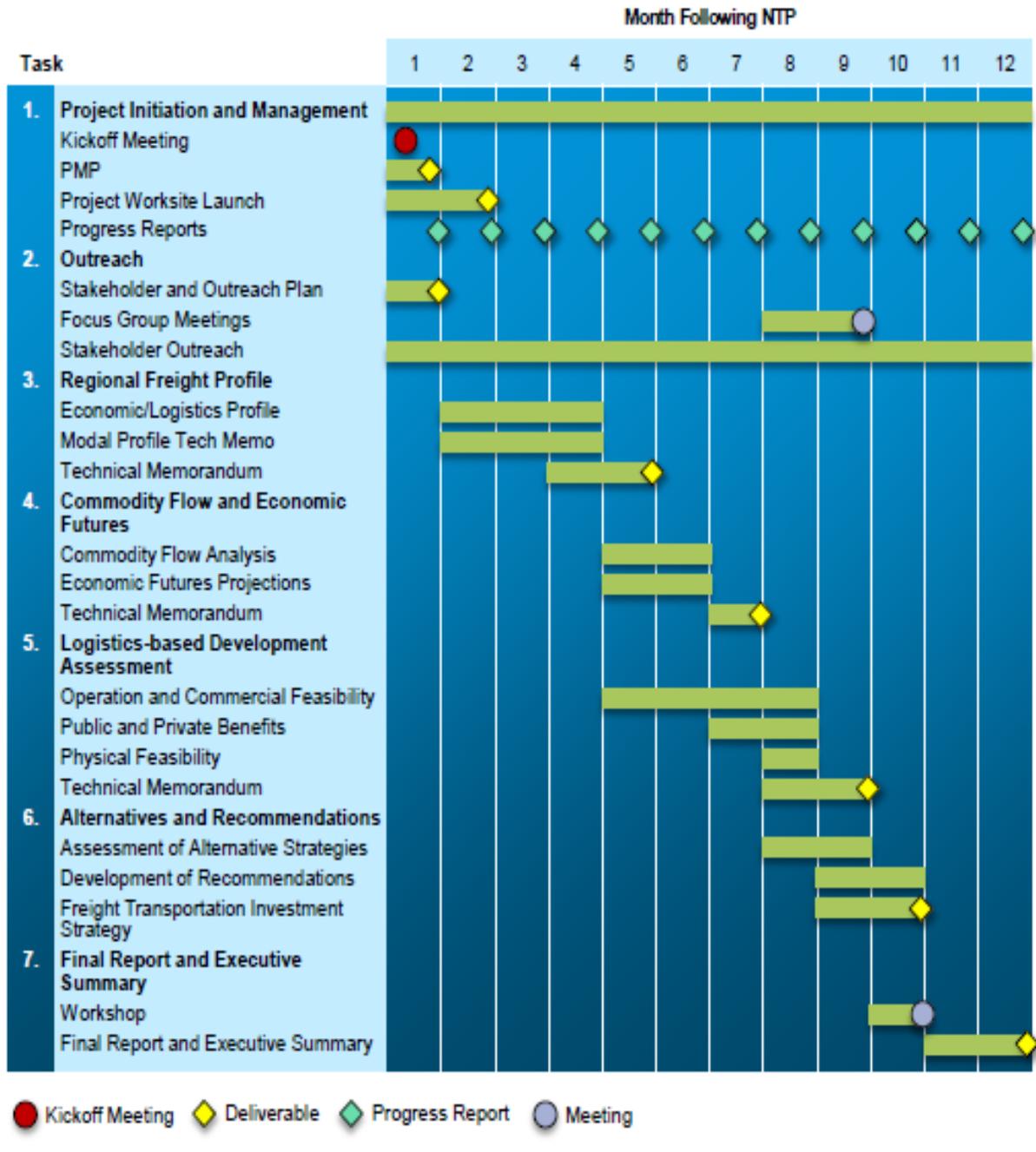
PHONE NUMBER \_\_\_\_\_

To avoid payment delays, completed forms should be returned promptly to:

NC Department of Transportation  
Fiscal/Commercial Accounts  
1514 Mail Service Center  
Raleigh, North Carolina 27699-1514

PHONE (919) 733-3624 FAX (919) 715-3700

## APPENDIX C: Schedule of Work



**Scope of Services  
Worthington Road Corridor Study  
Winterville, NC**

**October 9, 2018 (Revised 1/29/19)**

**Purpose, Vision and Objectives**

The Town of Winterville is realizing explosive growth. Though the Town is currently a modest population of around 10,000, the Town is expected to continue to receive significant population and employment growth. Winterville is seen as a quality living environment with easy access to Greenville and other nearby markets. Managing growth and maintaining quality and accessible community corridors as the Town grows is essential for attracting employment growth. This includes a balance between residential and non-residential uses along major corridors that provide expected levels of multimodal transportation service.

The purpose of this corridor study is to develop a corridor plan for Worthington Road, **between Mill Street and Corey Road** that establishes long term capacity under a balanced land use plan. The corridor study will evaluate current and future planned conditions, identify deficiencies and make recommendations to enhance connectivity and access for all modes of transportation and travel along the corridor, as well as create a vision for the corridor. Land and development patterns as well as strategies for a balanced transportation system will also be considered. Worthington Road will function as a gateway into the Town of Winterville and will connect future development with the downtown area, as well as providing connectivity for bicyclists and pedestrians. Maintaining a quality aesthetic context will also be important along the corridor. A preliminary study area figure is attached to this scope of services.

This scope of services will assess existing and future conditions, established Town objectives, and provide recommendations for future transportation solutions that include service and safety improvements and operational efficiencies for the corridor. It will identify potential alternatives and significant land use and development patterns for the Town to consider long term.

**Project Background and Related Projects**

The Worthington Road study corridor is approximately one mile in length and runs between **Mill Street and Corey Road**; 2016 AADT identified approximately 9,000 vehicles per day traveling on Worthington Road. It serves as an important east/west connector in eastern Winterville and traffic will continue to grow as more residences are developed over time on the existing farmland. It also will serve as a gateway from the east into Winterville.

As part of NCDOT's project U-2817 to widen Old Tar Road, significant upgrades will occur to its intersection with Worthington Road. This study will examine ways to tie the state's improvements into Worthington Road to the east to emphasize a multi-modal transportation solution as well as a gateway to the Town. Due to its variety of existing and proposed land uses along Worthington Road, as well as planned and proposed land use changes and development, managing growth and development needs will be crucial to addressing transportation and land use compatibility and ensuring long-term viability of the corridor.

**1.0 Corridor Conditions Assessment**

The CONSULTANT will collect and analyze data about existing conditions for all travel modes (pedestrians, bicyclists, transit riders and motorists) and identify deficiencies and opportunities.

## **1.1 Review of Current Plans**

The CONSULTANT will review the following Transportation and Planning documents provided by the TOWN:

- Town Comprehensive Land Use Plan
- Zoning Ordinances and Maps
- Economic Development Plans
- Pending and Approved Development Plans
- Greenway and open Space Plans
- Land Development Plan and Thoroughfare Plan

## **1.2 Review of Public Agency Documents**

The CONSULTANT will review relevant public agency documents listed below:

- NCDOT supported transportation plans (funded/unfunded)
- NCDOT Highway Safety Improvement Program projects
- Pitt County Comprehensive Transportation Plan
- Greenville Urban Area MPO Thoroughfare Plan
- Plans and documents for U-2817 Old Tar Road widening
- Plans and documents for U-5991 NC 43 widening
- Plans and documents for the planned roundabout at Worthington Road and Corey Road

## **1.3 Transportation**

The CONSULTANT will review the existing Transportation System noting the following:

- Traffic patterns
- Geometrics
- Intersection and driveway operations
- Pedestrian/Bicycle connectivity
- Corridor access control

## **1.4 Land Use**

The CONSULTANT will review land use plans noting the following:

- General existing and future land use trends and patterns
- Locations of pending approved development
- Property and land uses and properties potentially subject to change

## **1.5 Environmental Constraints**

The CONSULTANT will develop environmental constraint mapping using NCOne Map GIS data and other GIS based databases along a 500 foot corridor to identify challenges associated with:

- Topography
- Wetlands
- Streams
- Floodplains

- Wildlife habitat
- National Register of Historic Places

Deliverables:

- A section in the report that summarizes the existing conditions, deficiencies, conclusions of past studies and matrix of key issues. This will be included in the final report. (1 electronic PDF)
- Provide a section in the report that includes a summary of existing transportation, land use, and environmental conditions and discusses perceived challenges. This will be inserted into the final study. (1 electronic PDF)

## **2.0 Traffic Data Collection and Analysis**

### **2.1 Data Collection**

The CONSULTANT will obtain the following traffic data:

- U-2817 Old Tar Road widening Traffic Forecast and Traffic Capacity Analysis
- U-5991 NC 43 widening Traffic Forecast and Traffic Capacity Analysis
- Any applicable traffic data for the planned roundabout at Worthington Road and Corey Road

### **2.2 Traffic Analysis**

The CONSULTANT will perform a capacity study using planned volumes and design data from the traffic forecasts. The analysis will be for a basic arterial roadway segment in Highway Capacity Software (HCS) to help guide the recommendations for the future cross section of the road (one or two lanes in each direction). Because the sole major intersection (Old Tar Road and Worthington Road) in the study area is being upgraded as part of U-2817, no intersection capacity analysis will be performed as part of this study.

Deliverables: Provide a section within the report that presents the findings of the HCS analysis and how that will help guide the decision of the future cross section. (1 electronic PDF)

## **3.0 Conceptual Alternatives**

Based on existing conditions and project goals, the CONSULTANT will prepare two corridor scenarios for the corridor to identify ways to protect or improve corridor capacity, safety, and multimodal connectivity, in collaboration with the town staff and MPO. The scenarios will consider implications to or associated with current and future land use and development patterns, and offer preliminary ideas for mitigating or improving land use compatibility, including the possible establishment of land use “character districts” which will help inform access control and design recommendations.

### **3.1 Conceptual Design**

Two alternatives will be prepared at a conceptual level, acknowledging that travel demand modeling will not be undertaken at this step, but could be beneficial as a follow-up action. The goal is to develop and illustrate likely

feasible alternatives to elicit community preferences to the direction of physical and connectivity approaches in the corridor.

### 3.2 Conceptual Rendering

The CONSULTANT will create two renderings of alternatives in Google SketchUp to illustrate proposed roadway and streetscaping improvements along the corridor; renderings will be created at a street level perspective. The renderings will include proposed widths of sidewalks, planting strips, shoulders, lanes, medians and other elements of proposed improvements.

### 3.3 Recommendation

The CONSULTANT will coordinate with the town and MPO to compare and screen the two proposed corridor scenarios based on such factors as potential funding, mitigating factors, traffic operations and land use. and prepare a recommended corridor vision and plan.

Deliverable:

- Two high level sketch concepts prepared on corridor base maps illustrating alternative improvements with a short bulleted style memo summarizing the features and differences of each
- Two conceptual renderings of proposed roadway/streetscape improvements.

## 4.0 Public Involvement

### 4.1 Project Kickoff Meeting (via Skype/Web Conference)

The CONSULTANT will host a web meeting with the Town outlining the project and present initial research and background information gathered (area plans, traffic projections, land use plans, etc.). The CONSULTANT will also discuss other information pertinent to the study with the Town.

### 4.2 Alternatives and Recommendations Meeting (In-Person Meeting)

The CONSULTANT will review with attendees the corridor scenarios (prepared in task 3.0) to determine improvement preferences for the corridor. Intergovernmental and interagency aspects of coordination will also be discussed at this meeting. Potential attendees include staff from the town, MPO, NCDOT and others as appropriate.

### 4.3 Town Council Meeting Attendance and Presentation (In-Person Meeting)

The CONSULTANT will attend and deliver a presentation for one Town Council meeting to present the study findings and deliver recommendations to the Town Council.

Deliverables:

- Alternatives and Recommendations Meeting Materials, including handouts and mapping
- PowerPoint Presentation and Town Council meeting handout.

## **5.0 Corridor Improvement Recommendations**

### **5.1 Accessibility and Connectivity**

The CONSULTANT will provide recommendations in the following areas:

- Access management along the corridor
- Active transportation improvements
- Safety enhancements

### **5.2 Multi-modal Roadway Improvements**

The CONSULTANT will provide recommendations in the following areas:

- Typical section illustrating complete street design principles for Worthington Road
  - Proposed lane configurations
  - Recommendations for tying to the intersection improvements at Tar Road
  - Potential layouts at future intersections with subdivisions, business accesses
  - Bike lanes/paths
  - Sidewalks
  - Greenway access
- Provide recommendations for future roadway improvements, developer responsibilities, etc.

### **5.3 Land Use and Development Pattern Recommendations**

- Plan recommendations will be made in consideration of current and planned future land use area. Land use character districts may provide guidance on the type, spacing and level of access required to serve the corridor. Prototype improvements will be prepared.
- The CONSULTANT will assess current land use conditions and future recommended land use patterns under current long range plans for the corridor. General policies and land use and development recommendations will be made consistent with current long-range plans and will consider the appropriateness of development controls including current available regulatory tools, corridor overlay, or form based controls.

Deliverables: Provide a section in the report that summarizes in text and/or visually depicts cross section recommendations, access management opportunities and land use/development recommendations. This will be inserted into the final study. (1 electronic PDF)

## **6.0 Plan Creation, Adoption and Agreement**

The CONSULTANT will develop an initial project report outline and gain consensus from the Town in the early phases of the project to help guide the study process and develop the project report.

The CONSULTANT will take into account comments and suggestions made by the town and any key stakeholders and prepare and submit a draft document that summarizes findings, challenges and presents draft recommendations, including cross sections. The CONSULTANT will address comments prior to submitting the final document.

Deliverables: Final Worthington Road corridor document. (2 hard copies, 1 electronic PDF)

## **7.0 Project Administration**

The CONSULTANT will provide project administration for the duration of the project. This work will include the following tasks:

- Develop work plan and coordinate project work with the Town
- Develop and maintain project schedule
- Establish project budgeting and maintain through course of project
- Provide monthly invoices and status reports to the Town

Deliverables: Project milestone schedule, monthly invoices, and progress reports.

**OVERALL SUMMARY**

**TIP NUMBER:**  
**WBS NUMBER(s):**  
 Note 1: Populates from "Acct Initiation Request" worksheet tab.  
 Note 2: Firm team, fill out WBS Number(s) section only on this "Acct Initiation Request" worksheet tab.  
 Note 3: DOT team, the Project Manager fills out the entire "Acct Initiation Request" worksheet tab.

**COUNTY:** Pitt

**TASK ORDER NUMBER (if applicable):**

**FA NUMBER (if applicable):**

**ESTIMATE SUBMITTAL NUMBER:**  
 (Version Control-if needed) (Ex. InitialV2 (initial estimate version 2))

**OTHER PROJECT IDENTIFIER INFORMATION:**  
 (if needed)

**DESCRIPTION:**  
 (List the project parameters;  
 where the project starts and stops)

**DISCIPLINE USED:**  
 (List each discipline that will be involved in this project)

Worthington Road Corridor Study

Transportation Planning :

DISCIPLINE ITEM	INITIAL		FINAL	
	MD	COST	MD	COST
Transportation Planning	43.313	\$ 44,084.33		
		\$ 865.00		
Grand Total - All Disciplines	43.313	\$ 44,949.33	0.000	\$ -

Labor, Overhead & Fee

**MANAGING DOT UNIT:**

**ENGINEERING FIRM:** STV Engineers, Inc.

**ENGINEERING FIRM CONTRACT NUMBER:**

**CONTRACT TYPE:**

**PAYMENT TYPE:** LUMP SUM

**SCOPE/MANDAY ESTIMATE PREPARED BY:** Katie Curry/Justin Carol

**SCOPE/MANDAY ESTIMATE APPROVED BY:** Anne Lenart-Redmond

**DATE:** October 18, 2018

**DATE:** October 19, 2018

**REASON FOR SUPPLEMENTAL:**  
 (If this is a supplemental to the original Scope of Services, state reason for supplemental.)

**PO NUMBER (if Available):**

**SUPPLEMENTAL NUMBER (if Applicable):**



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** February 11, 2019

**Presenter:** Travis Welborn, Public Works  
Director

**Item to be Considered**

**Subject:** Approval of Contract with Vaughn & Melton Consulting Engineers for Disaster Management, Recovery, and Consulting Services.

**Action Requested:** Approve Contract.

**Attachments:** Vaughn & Melton Submittal Package, RFQ including Standard Contract.

**Prepared By:** Travis Welborn, Public Works Director

**Date:** 1/30/2019

**ABSTRACT ROUTING:**

**TC:** 2/4/2019

**FD:**

**TM:** 2/6/2019

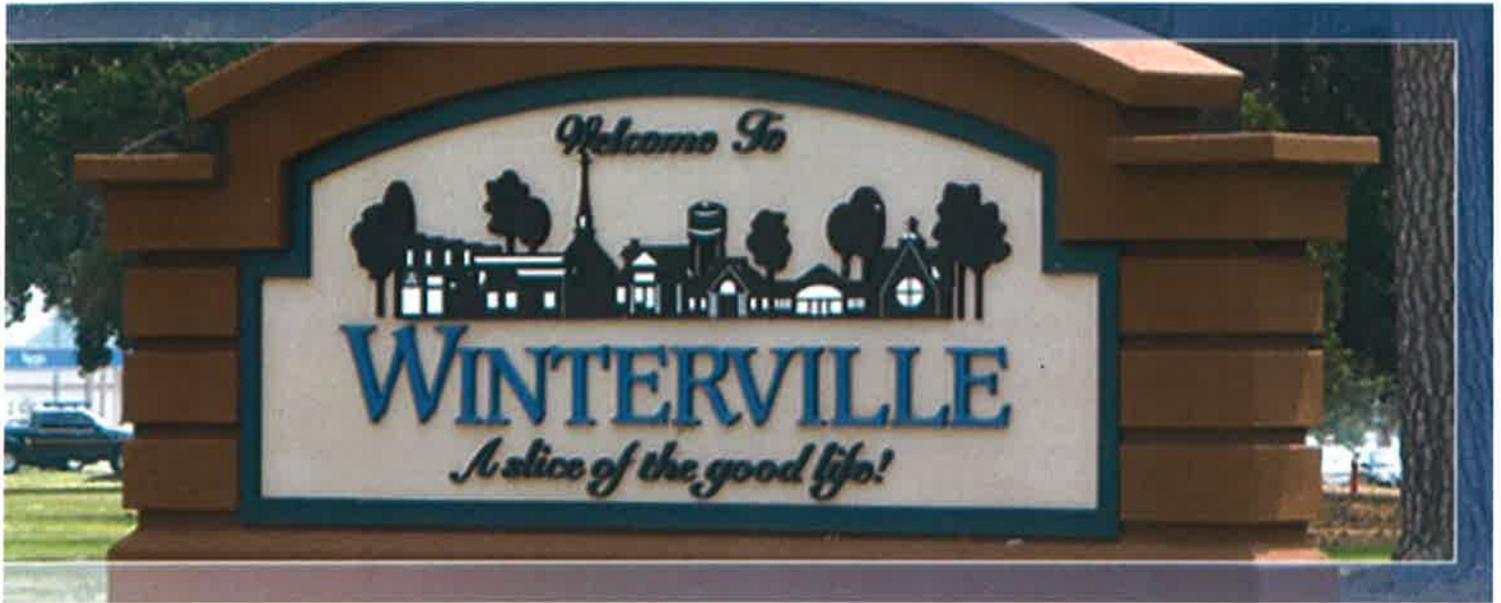
**Final:** 2/6/2019

**Supporting Documentation**

Proposals were received on December 18, 2018 for Disaster Management, Recovery, and Consulting Services for the Town of Winterville. These services are for the monitoring and oversight of collection and disposal of all debris generated by natural disasters or man-made emergencies. Staff evaluated the two proposals that were received and determined that Vaughn & Melton's credentials and prior experience made them the best choice for the Town. They also have an office in New Bern, NC which is only approximately 1 hour from the Town of Winterville. DRC Emergency Services was awarded the contract for the actual debris removal, and this contract is for the monitoring of those services to ensure compliance with applicable FEMA standards. This contract also provides for professional services assistance before, during, and after an event on an as needed basis. Services may include but are not limited to damage assessment, training, emergency planning, infrastructure restoration, and facilitating communication with FEMA. This will be an open contract with no actual cost to the Town until such time as the Town requests assistance from the vendor. The base contract length is for five (5) years. The standard contract document which is attached will be executed upon approval by Town Council and review by the Town Attorney.

**Budgetary Impact:** No money is budgeted for natural disaster debris collection and removal each year. If an event were to occur that forced the Town to request assistance a budget amendment would need to be made at that time. The estimated contract amount for that event would also be determined at that time based on conditions.

**Recommendation:** Approval of Contract.



# PROPOSAL FOR Disaster Management, Recovery, and Consulting Services

Civil Design | CEI | Right-of-Way | Water Resources | Surveying | SUE | Transportation / Structures



December 18, 2018

Vaughn & Melton Consulting Engineers, Inc.  
3115 Trent Road  
New Bern, NC 28562  
252.631.5115  
www.vaughnmelton.com

Town of Winterville Purchasing Department  
Attention: Kristin Godley, Purchasing Manager  
2571 Railroad Street  
Winterville, NC 28590

Re: Request for Proposal for Disaster Management, Recovery, and Consulting Services

Dear Ms. Godley,

**Vaughn & Melton Consulting Engineers, Inc. (Vaughn & Melton)** is pleased to present our qualifications to the Town of Winterville for Disaster Management, Recovery, and Consulting Services. **Vaughn & Melton** is a consulting engineering firm with fifteen offices throughout Kentucky, North Carolina, South Carolina, Georgia, and Tennessee. **Vaughn & Melton** is "One Company, One Brand, with One Mission." What this means for the Town of Winterville is that in addition to the local resources assigned to your project, we also have resources available throughout five states and fifteen offices if needed.

**Vaughn & Melton** is committed to providing the Town of Winterville with the strongest team possible and assuring the town we will meet the needs for any disaster debris monitoring projects, so we have included **Volkert, Inc.** to our team. **Volkert, Inc.** was founded in 1925 and is an employee-owned infrastructure engineering firm serving state and federal agencies, local and municipal governments, private industry and select international clients. They have extensive experience providing comprehensive disaster services. The Town of Winterville can be assured that the **Vaughn & Melton** team has the necessary personnel, and is capable of performing all work required for the Disaster Management, Recovery, and Consulting Services project.

**Vaughn & Melton Consulting Engineers, Inc.** was established in 1967 and has operated under the same name since our founding. We are a 100% employee-owned (ESOP) S-corporation. Our principals of the firm are as follows:

- L. DeWayne Brown, PE, PLS
- David Harrell, PE
- John Schneider, PE

Dwayne Alligood, PE will serve as **Vaughn & Melton's** Project Manager and Local Point-of-Contact. Mr. Alligood works out of our New Bern, NC office located at 3115 Trent Road. He can be contacted by phone at 252.631.5115 or via email at [dhalligood@vaughnmelton.com](mailto:dhalligood@vaughnmelton.com).

**Vaughn & Melton's** authorized negotiator is DeWayne Brown, PE, PLS. Mr. Brown also serves as our Regional Vice President working out of our Asheville, NC office. He is empowered to make binding commitments for **Vaughn & Melton**. Our Asheville office is located at 1318F Patton Avenue, Asheville, NC 28806. Mr. Brown can be contacted at 828.253.2796 or via email at [ldbrown@vaughnmelton.com](mailto:ldbrown@vaughnmelton.com).

**TECHNICAL APPROACH**

The primary key to successful disaster management and disaster recovery is to have a solid plan and have staff properly trained. Our team's technical approach is further outlined below.

**PRE-EVENT**

- Vaughn & Melton will conduct a review of the City procurement process and contract documents for procedural issues and informational purposes.

**1-2 DAYS POST EVENT**

- Our management team mobilizes and begins preparing for operations. Our management administration team will meet with City representatives as well as other involved agencies. We will also meet with the debris hauler and begin establishing communications and our working relationship.
- We are prepared to provide any required level of assistance to the City in its efforts to keep the public,



GEORGIA  
KENTUCKY  
NORTH CAROLINA  
SOUTH CAROLINA  
TENNESSEE

government representatives, and/or media outlets apprised of current and upcoming operations. Of particular significance to the public is their involvement in debris placement along the right-of-way for collection.

- We will conduct truck certifications as per published FEMA guidance. We will measure the truck's cargo bed, taking into account any irregularities that diminish capacity, and calculate the truck's certified hauling capacity. Random spot-checks and re-measures of vehicles will be conducted throughout the life of the operation.
- Safety and health training is embedded into our team's Debris Monitor Training Program, with reviews being ongoing and on-the-spot training conducted as needed.
- Our team will mobilize its debris monitors and conduct Debris Monitor training, additional people will be trained and in reserve.

**3-5 DAYS POST EVENT**

- In coordination with City personnel, Vaughn & Melton will review and inspect the areas to be addressed under the contract. We will work with the City to develop an approach consistent with its needs and requirements, to include identifying high priority target corridors for initial debris clearing operations.
- If the City has not already done so and the onus is not on the debris hauling contractor to provide, we will assist in the identification and approval process for Debris Management Site (DMS) establishment. We will coordinate with the debris hauler for placement of a Monitoring Tower at the selected site(s).
- Directly proportional to the debris hauler's level of response, a Debris Monitor will be assigned to each contractor debris removal operation. The Monitors will confirm the debris being collected is eligible debris from eligible locations, and initiate the Load Ticket process for each eligible load. Cherry-picking (the practice of a debris hauler skipping smaller piles of debris in lieu of collecting larger piles) will not be accepted, and our Monitors will not write Load Tickets for such practices.
- We will deploy our Tower Monitors to the designated DMS locations and/or landfills to be utilized in the operation. Our Tower Monitors will evaluate each loaded vehicle passing through the Tower and assign a fair Percent-Full to each, and then apply the percentage to the vehicle's certified capacity. They will complete the Load Ticket allowing the vehicle to proceed to deposit its load in the designated area. They will then observe the cargo area of the vehicle as it exits the disposal site and confirm all debris was in fact deposited.

**BEGINNING OF DEBRIS OPERATIONS**

- Our team will monitor the debris hauler's daily workload and maintain all data for future use and reimbursement purposes. We will input and maintain in the Data Management System.
- If it is determined that leaners, hangers, and/or hazardous stumps (as defined in FEMA guidance) exists and require addressing, we will coordinate with FEMA representatives to perform inspections and render determinations of those requiring removal. Full documentation of every inspected leaner, hanger, and hazardous stump will be maintained, to include GPS coordinates and photographs using our debris management system.
- The billing process involves collecting load tickets from debris monitors at the end of each shift and entering the information into the Data Management System. We compare the debris hauler's information with that in the System to confirm the quantities and costs match, and then recommend payment of those amounts to the City. Any records that do not agree with those in our System are reviewed by both the debris hauler and our team and are reconciled.

**CONCLUSION OF DEBRIS OPERATIONS**

- Close-out begins with the commencement of field operations and with every Load Ticket reconciled and invoice reviewed and paid. At the conclusion of field activities all final documentation is electronically filed and archived. Any outstanding issues with agencies/shareholders are finalized.
- Using the Data Management System, Vaughn & Melton will use this data as the basis for reporting quantities and costs to the City and FEMA for Project Worksheet development and reimbursement of applicable funds. Our team will fully cooperate with FEMA and the State on behalf of the City to develop and capture all relevant costs in its Category A Project Worksheet(s) for the operation.
- If it becomes necessary to appeal a FEMA determination, we will be available to provide assistance to the City through the process. Additionally, should a future FEMA audit occur, we will stand with the City to provide any information, records, and support that may be needed to completely address the audit's inquiries.

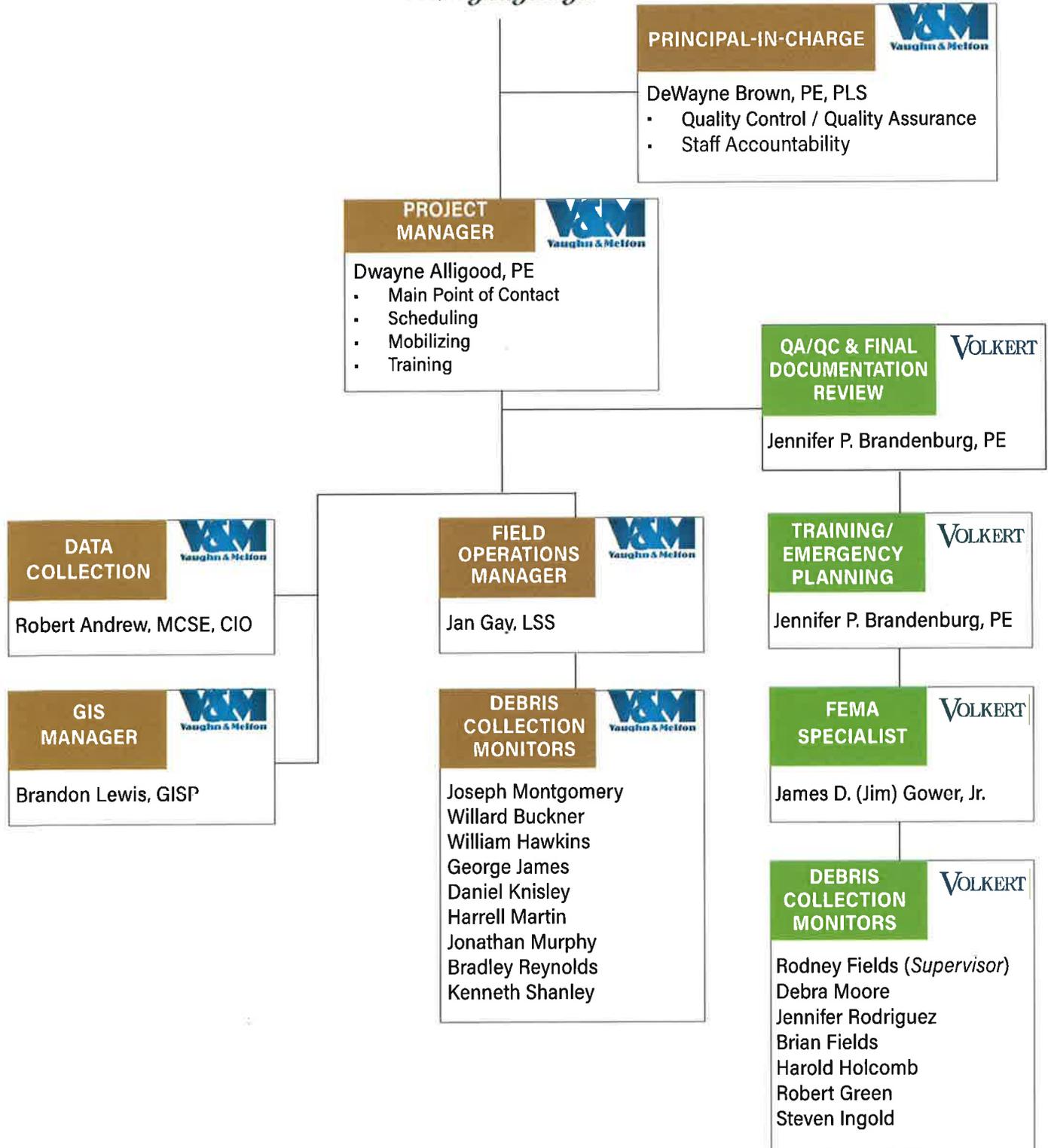


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NORTH CAROLINA  
SOUTH CAROLINA  
TENNESSEE



## TAB 2: FIRM QUALIFICATIONS

Below is our proposed Vaughn & Melton project team for the Disaster Management, Recovery, and Consulting Services. Should our project team experience any changes of significance, the Town of Winterville will be notified immediately.





**TAB 2: FIRM QUALIFICATIONS**

Personnel/Depth of Resources Assigned to these Projects									
	Key Available Personnel	Classification	Location	Years Experience	Resume Included	Project Management	GIS Management	Field Operations Management	Debris Collection
Vaughn & Melton	L. DeWayne Brown, PE, PLS	Principal-in-Charge	Asheville	28					
	Dwayne Alligood, PE	Project Manager	New Bern	30					
	Jan Gay, LSS	Field Operations Manager	Asheville	29					
	Robert Andrew, MCSE, CIO	Data Collection Manager	Various Locations	18					
	Brandon Lewis, GISP	GIS Manager	Various Locations	15					
	Joseph Montgomery	Debris Collection Monitor	New Bern	18					
	William Hawkins	Debris Collection Monitor	New Bern	21					
	George James	Debris Collection Monitor	New Bern	2					
	Harrell Martin	Debris Collection Monitor	New Bern	>30					
	Jonathan Murphy	Debris Collection Monitor	New Bern	2					
	Bradley Reynolds	Debris Collection Monitor	New Bern	18					
Volkert	Jennifer P. Brandenburg, PE	QA/QC, Documentation, Training/Emergency Planning	New Bern	34					
	James D. Gower, Jr.	Disaster Recovery/FEMA Specialist	Raleigh	12					
	Rodney Fields	Debris Collection Monitor Supervisor	Lexington	30					
	Debra Moore	Debris Collection Monitor	Wilmington	18					
	Jennifer Rodriguez	Debris Collection Monitor	Charlotte	5					
	Brian Fields	Debris Collection Monitor	Ramseur	31					
	Harold Holcomb	Debris Collection Monitor	Raeford	30					
	Robert Green	Debris Collection Monitor	Sedalia	25					
	Steven Ingold	Debris Collection Monitor	Carthage	30					



UNIQUE QUALIFICATIONS OF KEY TEAM MEMBERS



Mr. L. DeWayne Brown, PE, PLS - Principal-In-Charge of staff accountability and contractual Lead: Mr. Brown joined Vaughn & Melton in 1990 and is now the firm's office leader in Asheville, and the regional vice-president of North and South Carolina's operations. His experience on NCDOT highway projects over the past 28 years includes roadway design, traffic control and pavement marking plans, hydraulic design, erosion and sediment control plans, and Survey and S.U.E. Manager for our location and surveys unit that is currently in its seventeenth consecutive limited services agreement for NCDOT. Mr. Brown has also served as Principal-in-Charge for Vaughn & Melton on all NCDOT projects for the past 16 years ensuring he has the experience and knowledge to lead our team in providing the highest quality services to the Town of Winterville on this endeavor.



Mr. Dwayne Alligood, PE - Project Manager: Mr. Alligood joined Vaughn & Melton in 2015 to expand the area of services that we offer. Mr. Alligood is a professional engineer with over 30 years of experience performing complex professional and administrative work, much of which has been for the NCDOT. He has extensive experience in both management and design of roadway and bridge projects in addition to maintenance and operations activities associated with these types of projects. Mr. Alligood managed the recovery effort for NCDOT Division 2 after Hurricane Floyd which included debris removal and recovery efforts. He is trained in the incident command system which is implemented by North Carolina Emergency Management in disaster responses. Mr. Alligood has ICS 100 and ICS 200 certificates and is familiar with WebEOC, the web-based system used by NC Emergency Management during an emergency. He also led Vaughn & Melton's recovery team in response to Hurricane Florence. Vaughn & Melton was a subconsultant to SEPI Engineering in this response.



Mr. Jan Gay, LSS - Field Operations Manager: With 29 years of professional experience, Mr. Gay has had the opportunity to work in a variety of natural environmental settings, first with the U.S. Forest Service as Research Technician on the Savannah River Site, then with Environmental Services, Inc., as an Office Manager before working at Vaughn & Melton Consulting Engineers. He has conducted jurisdictional delineation, permitting and mitigation, Threatened and Endangered species habitat evaluations, surveys and rescues, vegetation mapping, stream channel assessments and construction oversight, and other Natural Resource investigations for NCDOT, SCDOT, NC Ecosystem Enhancement Program, Progress Energy, Duke Energy, Buncombe, Henderson and Transylvania Counties, NC, as well as many private clients.

Mr. Gay has assisted in disaster relief activities. In 2011, following flooding from Hurricane Irene, and in 2018 following flooding from Hurricane Florence, Mr. Gay worked as a debris monitor and debris monitor supervisor in Pitt and Carteret Counties, respectively. Mr. Gay also assisted in channel assessment, data collection, conceptual design, permitting and construction oversight of stream channels damaged in flooding brought on by hurricanes Frances and Ivan in 2004. Mr. Gay worked in 3 Mountain Counties, Buncombe, Henderson, and Transylvania, to assist the local Soil and Water Conservation Districts using funds from the USDA Wetland Reserve Program. Mr. Gay helped in the restoration of more than 500 stream reaches across the three counties.



Ms. Jennifer P. Brandenburg, PE - Program Director: Ms. Brandenburg has over 30 years of experience in various areas of transportation services. During her 29-year career with NCDOT, she held numerous construction, maintenance, asset management, and emergency response positions. At Volkert, she manages the design services division where she leverages her field knowledge to bring a common sense, constructability perspective to project delivery. Ms. Brandenburg is nationally recognized as a leader and subject matter expert in the field of asset management, having served on numerous national committees on the subject.



Mr. James D. (Jim) Gower, Jr. - Disaster Recovery Specialist: James D. (Jim) Gower, Jr. has worked in the disaster services arena for the last 12 years and has deployed to numerous FEMA disasters, often being name-requested by the FEMA Joint Field Office (JFO) leadership. In fulfilling assignments as a FEMA technical assistance contractor (TAC), his expertise covers all aspects of public assistance work under the Stafford Act, including debris operations. He also has private sector experience in debris removal operations.



Mr. Rodney Fields - Debris Collection Supervisor: Mr. Fields has 30 years of experience working as an inspector on NCDOT projects. He primarily worked as a Roadway inspector starting as a Transportation Technician I and completing his career working as a Transportation Technician VI. He has experience working on urban widening and large relocation projects.

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KEY TEAM MEMBER RESUMES



Education

BS, Civil Engineering, 1989  
North Carolina State  
University

Registration

Professional Engineer,  
NC # 020119  
Professional Land  
Surveyor, NC #3929

L. DeWayne Brown, PE, PLS :: PRINCIPAL-IN-CHARGE OF STAFF ACCOUNTABILITY

**NCDOT TIP No: R-2915 A Watauga and Ashe Counties (Division 11):** Vaughn & Melton primed this 2.8-mile long road widening project. We provided the roadway design and NCDOT coordination for road widening from 2 to 4-lanes. Mr. Brown was the principal-in-charge.

**NCDOT NC - 87, Cumberland/Harnett Counties, NC:** Project Manager for this 9.7 kilometers long project consisting of widening the existing two-lane highway to a four-lane 14-meter median divided facility. Vaughn & Melton performed a turnkey project for NCDOT that included photogrammetric control, baseline control surveys, base plan surveys, roadway design, hydraulics design, traffic control plans, pavement marking plans and right-of-way staking.

**NCDOT Design-Build TIP Project U-3301, NC 63 (Leicester Hwy), Buncombe County, NC:** Design Manager overseeing the design of this 4.3-mile widening and improvement project. The goal is to turn an existing heavily traveled rural 2-lane road into a 4-lane highway with a turn-lane including numerous intersection improvements. This project also includes a bridge and a culvert replacement. Construction began in 2016 and is scheduled to be completed by 2020.



Education

BS, Civil Engineering,  
1985  
North Carolina State  
University

Registration

Professional Engineer,  
NC # 16710

Dwayne Alligood, PE :: PROJECT MANAGER

Disaster Debris Monitoring Experience:

Mr. Alligood managed the recovery effort for NCDOT Division 2 after Hurricane Floyd. This included debris removal and recovery efforts. He currently volunteers with North Carolina Baptist Men in Disaster Response. He is a Planning Officer with NCBM and assisted in the scheduling of NCBM resources on past responses such as Hurricane Sandy and the Oklahoma tornadoes .

Mr. Alligood is trained in the incident command system which is implemented by North Carolina Emergency Management in disaster responses. He has ICS 100 and ICS 200 certificates. He also has training in WebEOC which is the web based system used by NC Emergency Management during an emergency.

Contract Administration Experience:

- Walnut Street widening from Maynard Road to US 64- Cary NC
- Bridges Street from US 70 to Penny Lane in Morehead City – new location 5-lane section
- NC 24 from US 70 to Hibbs Road in the Morehead City area
- Thorofare Bay Bridge replacement project in Carteret County



Education

MS, Ecological  
Classification and  
Ecosystem Modeling,  
1987 - Clemson University

BS, General Forestry,  
Soils Concentration, 1989  
Louisiana Tech University

Registration

GSWCC NPDES Level 1A  
Certified Professional,  
#0000061836 2019

Jan Gay, LSS :: FIELD OPERATIONS MANAGER

Disaster Debris Monitoring Experience:

**2018 - Hurricane Florence Debris Monitoring, October-December 2018. Carteret County, NC:** As a sub-consultant to Sepi Engineering, Vaughn & Melton supplied debris monitors to assist with the clean up in NCDOT Division 2. Mr. Gay worked as a monitor for individual trucks as well as at the temporary dump sites in Carteret County. Mr. Gay was responsible for coordinating the work of the other Vaughn & Melton monitors and supplying daily updates to the Vaughn & Melton managers for up to 12 employees. As the project progressed, Mr. Gay was responsible for coordinating all monitors within the county, up to 28, ensuring that each truck and each temporary dump site had a monitor.

Mr. Gay also coordinated with Managers in other counties to ensure they had adequate personnel while keeping Carteret County debris removal staffed. Duties conducted included:

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TAB 2: FIRM QUALIFICATIONS

(continued) Jan Gay, LSS :: FIELD OPERATIONS MANAGER

NCDOT Level II Certified Erosion and Sediment Control/Stormwater Site Manager, Cert # 5251, 2020

NC Licensed Soil Scientist #1158, 2019

CSX Contractor Safety & Roadway Worker Protection Training

E-railsafe Contractor

- Writing load tickets, as well as entering digital copies of load tickets, for trucks and temporary dump sites
- Daily briefing with monitors, drivers and project managers
- Daily coordination of work schedules for monitors, drivers, and temporary dump sites
- Managing field staff, including needed time off
- Placarding new trucks into service for debris removal, following FEMA requirements
- Dealing with NCDOT requests for targeted debris removal at the behest of the public
- Preparing and submitting daily progress reports to Project Managers

2011 - Hurricane Irene Debris Monitoring, September through November 2011, Pitt County, NC: Vaughn & Melton supplied up to eight debris monitors for the cleanup effort in Pitt County. Mr. Gay worked as a truck monitor, writing load tickets for vegetation removal, following FEMA guidelines. Eventually, Mr. Gay was managing all monitors within the County, as well as coordinating with managers in Craven County, ensuring that enough personnel were available for all work to be completed promptly. His responsibilities included:

- Writing load tickets
- Daily briefing with monitors, drivers and project managers
- Daily coordination of work schedules for monitors and drivers
- Managing field staff, including needed time off
- Placarding new trucks into service for debris removal, following FEMA requirements
- Dealing with NCDOT requests for targeted debris removal at the behest of the public
- Preparing and submitting daily progress reports to Project Managers



Education

BS, Computer Science & Economics, 2004, Centre College

Brandon Lewis, GISP :: GIS MANAGER

GDOT - I-20 Drainage Studies, Fulton County, GA: The work on this project consisted of compiling data into a geodatabase. We incorporated raw survey points, DGN files, field photos and notes, aerial photography, and other necessary information to begin studying the drainage area. Files were georeferenced and modified to comply with GDOT geodatabase and information technology standards.

FEMA Flood Map Modernization, Kentucky Division of Water / FEMA: This project involved the development of Digital Flood Insurance Rate Maps and Flood Insurance Studies on a county by county basis. Mr. Lewis provided GIS coordination throughout the hydrology, hydraulic, effective flood area redelineation, and floodplain mapping phases of the project and ensured that study information and local data meets new digital and geospatial standards set by FEMA.

Wolf Creek Dam Mapping and GIS Development, US Army Corps of Engineers, Nashville District: Brandon was responsible for data coordination and planning the inventory of 2000+ homes and dwellings, as well as providing evacuation route data along the Cumberland River corridor downstream of Lake Cumberland, KY.



Education

- Microsoft Certified Systems Engineer
- Microsoft Certified Systems Administrator + Messaging
- Microsoft Certified Professional

Robert Andrew, MCSE, CIO :: DATA COLLECTION MANAGER

Hurricane Irene Cleanup, NC: Mr. Andrew designed, implemented, and managed the critical Data Gathering and Information Technology components of this project. On an extremely short notice, he acquired the necessary Hand Held Units (HHUs), designed a database based on NCDOT and FEMA requirements, provisioned a secure cloud server for data storage, and trained personnel working in the affected areas on proper data gathering procedures.

Mr. Andrew worked on-site for three weeks ensuring the implemented practices were being strictly adhered to and continued to provide oversight for the entirety of the cleanup.

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TAB 2: FIRM EXPERIENCE



Education

BS, Civil Engineering - Construction Option, 1986 North Carolina State University

Certified Public Manager's Program, North Carolina Office of State Personnel, 1998

Registration

Professional Engineer, NC # 17241

Jennifer P. Brandenburg, PE :: PROGRAM DIRECTOR

Ms. Brandenburg manages Volkert's Carolinas Region disaster services group working with client agencies to provide personnel and equipment to assist in their recovery efforts. She maintains a current list of response ready personnel who are trained in the latest FEMA guidance and debris monitoring technologies, and provides guidance on FEMA interpretations of recovery reimbursements. Relevant disaster deployments include:

- Hurricane Michael, NC - 2018-Present
• Hurricane Florence, North Carolina - 2018-Present
• Hurricane Matthew, North Carolina - 2016-2018
• Hurricane Maria, Puerto Rico - 2017-Present

Prior to joining Volkert, Ms. Brandenburg was employed by the NCDOT. As the primary member of the NCDOT State Emergency Response Team (SERT), she utilized both field-based and administration-based solutions to bring relief to local municipalities and NC Emergency Management in the aftermath of many natural disasters. Her statewide responsibilities included:

- SERT team member coordinating emergency response with NC Emergency Management. Including working with State Highway Patrol and National Guard in the movement of resources and road closures.
• Coordinating NCDOT divisions response to storms including the relocation of personnel and equipment for faster recovery.
• Participating in Governor's briefings updating on the state of NCDOT response.
• Working with FEMA and FHWA on disaster recovery issues including pre-storm communication regarding storm contracting and eligibility issues, post-storm status of infrastructure damage and road closures and documentation including debris removal methods and contracts.
• Negotiating acceptable contracting practices, and expenses to allow for maximum reimbursement.
• Supporting the Chief Engineer's office needs for information and guidance during and after storm events.
• Worked with NCDOT PIO office to respond to media requests and needs.
• Through Federal Government Emergency Management Assistance Compact agreements (EMAC, worked with State Departments of Transportation to supply resources and equipment to assist in their recovery.

Local responsibilities included:

- As a Division employee worked many storms on a local level responding to local needs and interests.
• Coordinating debris removal in NCDOT Division 5 during the 1996 Hurricane Matthew including the relocation of 1000 NCDOT employees to Central NC. Including housing and logistics needs.
• Relocating resources across county lines to allow for more efficient operations
• Managed storm contractors in debris removal operations
• Managed NCDOT staff debris monitors coordinating their work, planning their routes and responding to questions and issues as they arose.
• Worked with NCDOT PIO office to respond to media requests and needs often giving on camera interviews to local news outlets.



Education

Civil Engineering Technology Wake Technical College, 1968

James D. (Jim) Gower, Jr. :: DISASTER RECOVERY SPECIALIST/FEMA SPECIALIST

Disaster Related Experience

NCDOT 2017-2018 (Hurricane Matthew Flooding) Project Specialist: Organized all road, bridge and culvert damage information for Divisions 4 and 6 for NCDOT for digital sharing. Duties consisted of compiling photos of damages, description of damage sites, dimensions, and Scope of Work for inclusion into an acceptable format for FEMA and FHWA. Entered the formatted information into the NCDOT SAP program, along with all

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**FEMA Training**

- IS-100 Intro to Incident Command System (ICS)
- IS-100.PWb Intro to ICS for Public Works Personnel
- IS-200 ICS for Single Resources and Initial Action Incidents
- IS-279 Engineering Practices of Retrofitting Flood Prone Residential Structures
- IS-317 Intro to Community Emergency Response Teams
- IS-393 Intro to Hazard Mitigation
- L- 480 Public Assistance Cost Estimating Format (CEF)
- IS-630 Introduction to the Public Assistance Program
- IS-631 Public Assistance Operations One
- IS-632 Intro to debris Operations in FEMA's Public Assistance Program
- IS-700 National Incident Management System (NIMS)
- IS-800 National Response Framework (NRF)

**(continued) James D. (Jim) Gower, Jr. :: DISASTER RECOVERY SPECIALIST/FEMA SPECIALIST**

attached backup documentation for each site.

**FEMA DR 4223 Gulf DM- Houston District, Texas DOT (Flooding) Project Specialist:** Performed field inspections and developed Cat A through CAT F project worksheets for roads, debris operations, bridge damage, wastewater treatment systems, seawalls, and Park projects. Tasked with organizing all information of damages to roads, bridges and culverts within the Houston District of the Texas DOT (eight counties) from the recent flooding experienced within that area. Duties consisted in compiling photos of damages, description of damages on each site dimensions, payroll data, equipment charges, materials, and contracts for inclusion into a format for both FEMA and FHWA sites by TXDOT personnel.

**FEMA DR- 4086 NJ (Hurricane Sandy) Project Specialist (TAC):** Performed field inspections and developed Category A thru C project worksheets for debris, parks, roads, bulkheads, water, sewer, and stormwater infrastructure. Assisted the IG office of New Jersey on audits of Little Egg Harbor, N.J. and was assigned to mentor one new TAC in PW writing.

**FEMA DR-1981-ND (2011 Flooding) - Project Specialist (TAC):** Performed field inspections and developed Category C Project Worksheets for road damages while assigned to the Disaster's Grade Raise Team. Jim was name-requested by FEMA's Task Force Leader.

**FEMA DR-1973-GA (Southern and Northern Regions) (2011 Severe Storms, Tornadoes, Straight-Line Winds & Flooding) - Debris Specialist (TAC):** Provided monitoring and oversight of debris removal activities. Project Specialist (TAC), performed field inspections and developed Categories A through C Project Worksheets for damages.

**FEMA DR-1930-IA (Des Moines Region) (2010 Severe Storms, Flooding, and Tornadoes) - Project Specialist (TAC):** Performed field inspections and developed Categories A through C Project Worksheets for damages, including a breached dam.

**FEMA DR-1909-TN (Nashville and Northern Regions) (2010 Severe Storms, Flooding, Straight-Line Winds & Tornadoes) - Project Specialist (TAC):** Performed field inspections and developed Categories A through C Project Worksheets, including for road damages.

**FEMA DR-1907-ND (2010 Flooding) - Project Specialist (TAC):** Performed field inspections and developed Category C Project Worksheets for road damages. Jim was name-requested by FEMA's Task Force Leader.



**Certifications**

- ACI Concrete
- NCDOT Concrete Field Technician
- QMS Roadway Asphalt
- ABC Sampling
- Borrow Pit Sampling Technician
- Erosion Control Level I & II

**Rodney Fields :: SUPERVISOR - DEBRIS COLLECTION MONITOR**

**Related Experience**

**Transportation Technician VI, NCDOT:** Mr. Fields worked as an Assistant Resident Engineer (Transportation Technician VI) in a Resident Engineers office in Greensboro supervising technicians on various projects. He was responsible for ensuring that lower level technicians completed paperwork as required by NCDOT procedures and policies including entries into HICAMS. He also assured that payments to contractors and all materials were received promptly.

**Transportation Technician IV, NC DOT, Greensboro, NC:** Mr. Fields worked as a Lead Inspector on major highway projects and supervising CEI inspectors. Administered contracts and ensured all work is performed per NCDOT Standards and Specifications. He maintained daily communication with the contractor to ensure all work is inspected by lower level technicians. Additionally, he assigned technicians to the work location, ensured all quantities and diaries are correct before being delivered to Resident Engineer. He trained lower level technicians, provided customer service, both internally and externally,

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*(continued)* Rodney Fields :: SUPERVISOR - DEBRIS COLLECTION MONITOR

attended monthly construction meeting, provided input about the project progress and obstacles encountered, as well as possible solutions to the issues on the project.

**Transportation Technician III, NC DOT, Greensboro, NC:** As a Transportation Technician III, Mr. Fields became Lead Project Inspector on significant projects in Division Seven. Some of the projects included construction of Guilford College Road and Groometown Road. He supervised 2-5 lower level inspectors on the projects listed above. His daily work included ensuring each technician performed their work and were at their assigned assignment. He provided necessary knowledge and experience to the project and to the lower level technician. He also kept all the infield project records, ensured all the daily diaries from inspectors were completed, as well as ensuring all work was completed in accordance with NCDOT Standards and Specifications. He also completed estimates and made sure the quantities were correct as well as complete as-built plans.

**Transportation Technician II, NC DOT, Greensboro, NC:** Rodney worked as a Lead Inspector on several Purchase Order Projects and as Inspector on a multi-million-dollar signal project. He performed all necessary inspection duties on the project including inspection of curb and gutter, seeding and mulching, storm drainage pipe, water and sewer, masonry drainage structures, grading, roadway asphalt, soil stabilization, guardrail, as well as other incidental items to complete the project. Rodney performed concrete testing, nuclear and conventional density tests, and roadway asphalt paving testing. He has performed sampling of ABC stone and borrow pit. A daily record of field work completed was maintained including daily diary reports and tracing all pay items. He ensured that all NCDOT Standard and Specifications rules were followed for the operations.

**Transportation Technician One, NC DOT, Greensboro, NC:** Rodney performed necessary duties in the survey party as instructed by the chief surveyor. These duties included assisting keeping level notes, surveying computations, and performing inspection duties on curb and gutter. He also contributed on inspections of seeding and mulching, storm drainage, water and sewer, masonry drainage structures, grading, nuclear and conventional densities, roadway asphalt, soil cement stabilization, guardrail, as well as other necessary items build the project. He also performed field testing of concrete, nuclear and conventional densities.



**RECENT SIMILAR PROJECTS**

Vaughn & Melton's most recent similar contract is the project listed below. Vaughn & Melton provided the same services as requested in the RFP in various North Carolina counties. In addition, we have highlighted various projects in which our proposed team has performed similar services.



**Owner/Client**

NCDOT Division 2  
Robbie Taylor, Project Development Unit  
1037 W.H. Smith Blvd.  
Greenville, NC 27835  
252-439-2806  
rtaylor@ncdot.gov

**Project Team**

Project Manager:  
Dwayne Alligood, PE

Field Manager:  
Jan Gay, LSS

**Services Provided**

- Observation & Documentation of Debris Collection
- Photo Documentation of Each Truck Load of Debris Moved
- Monitored the Contractor's Activities for Correct Type of Debris Removal
- Provided Either Cubic Yard or Weight Ticket Measurements
- Recorded GPS Coordinates of Each Load to Document the Removed Debris Location
- Evaluated Damage to Road Right-of-Ways and Coordinated their Cleanup
- Coordinated with FEMA and the Federal Highway Administration

**NCDOT Disaster Recovery Florence**



As a subconsultant to SEPI Engineering, Vaughn & Melton provided Storm Debris Monitoring and Inspection within Carteret County. Vaughn & Melton mobilized within 16 hours of the request by NCDOT and provided twelve debris removal monitor staff.

Our primary responsibility was providing monitors to observe and document the proper collection of debris by the Contractors from the hurricane's aftermath. Tasks included taking pictures of each truck load of debris removed, monitoring the Contractor's activities for the correct type of debris removal, providing either cubic yard or weight ticket measurements and recording GPS coordinates of each load to document the removed debris location. This project was completed in 2018.



3PP103.18



# NCDOT Disaster Recovery Irene

Counties of Beaufort, Carteret, Craven, Pamlico, & Pitt, North Carolina

## Owner/Client

NCDOT Division 2  
Jordan Scott  
Assistant District Engineer,  
Divisions 2, District 1  
1701 West 5th Street  
Washington, NC 27889  
252-946-3689  
jcscott1@ncdot.gov

## Project Team

Project Manager:  
Mike Calhoun, PE

Field Manager:  
Eddie Pridemore

## Services Provided

- Observation & Documentation of Debris Collection
- Photo Documentation of Each Truck Load of Debris Moved
- Monitored the Contractor's Activities for Correct Type of Debris Removal
- Provided Either Cubic Yard or Weight Ticket Measurements
- Recorded GPS Coordinates of Each Load to Document the Removed Debris Location
- Evaluated Damage to Road Right-of-Ways and Coordinated their Cleanup
- Coordinated with FEMA and the Federal Highway Administration



The North Carolina Department of Transportation (NCDOT) selected Vaughn & Melton to serve as the prime consultant for the Storm Debris Monitoring and Inspection within the Carolina counties of Beaufort, Carteret, Craven, Pamlico and Pitt. The Vaughn & Melton team mobilized within 16 hours of the request by NCDOT. We provided twelve debris removal monitor staff, and nine additional personnel from Volkert, Inc., who served as a subconsultant on the team.

The team's primary responsibility was providing monitors to observe and document the proper collection of debris by the Contractors from the hurricane's aftermath.

Tasks included taking pictures of each truck load of debris removed, monitoring the Contractor's activities for the correct type of debris removal, providing either cubic yard or weight ticket measurements and recording GPS coordinates of each load to document the removed debris location. This project was completed in 2011.



3PPI03.18



# NCDOT Major Ice Storm Cleanup

Counties of Ashe, Avery, and Watauga, North Carolina



Between the dates of December 18th to 25th in the year 2009, Alleghany, Ashe, Avery, Buncombe, Burke, Caldwell, Haywood, Jackson, Madison, McDowell, Mitchell, Watauga, and Yancey counties were hit by devastating winter storms and flooding. These natural disasters caused over \$13.3 million worth of destruction. Therefore the Federal Emergency Management Agency (FEMA) declared this area a federal disaster area.

FEMA was meant to provide public assistance for local governments in their

cleanup and the NCDOT for debris removal efforts and infrastructure repair. Vaughn & Melton was contracted by the NCDOT in early 2010 to assist in removing the storm debris which included thousands of fallen tree limbs and branches from the areas of Ashe, Avery, and Watauga counties. Vaughn & Melton followed FEMA guidelines for proper debris removal. This project was completed in 2010.

Below are five additional projects in which Vaughn & Melton provided debris management services to the NCDOT. The project approach for each was similar and was as follows:

Initially, Vaughn & Melton management staff met with the client to discuss the task at hand, the approximate number of monitors needed, available mapping, and staging areas for debris removal. Using our staff and hiring locally, we were able to put together the resources necessary for monitoring the Contractor's debris removal efforts.

On all projects, we supplied a Project Manager (PM), a Field Manager, and numerous debris monitors. Our PM was responsible for the day-to-day managing, ensuring the project was appropriately staffed and managing the contract between Vaughn & Melton and the NCDOT. Our PM was responsible for coordinating the debris monitors activities with the Contractor and making sure there was adequate documentation of the Contractor's activities so that FEMA would reimburse the client.

Some of the duties included picture documentation of each truckload of debris removed, monitoring the Contractor's activities so that only the correct type of debris was removed and paid for, providing either cubic yard measurements or weight ticket measurements depending on the kind of contract, and keeping up with the location of the debris as it was removed.

**NCDOT 36050.005 Ashe County**  
Results: Contract completed successfully  
Status: Completed October 2010  
Div. 11 PM: Joe Laws, 336.903.9138

**NCDOT 36050.006 Avery County**  
Results: Contract completed successfully  
Status: Completed October 2010  
Div. 11 PM: Joe Laws, 336.903.9138

**NCDOT 36050.095 Watauga County**  
Results: Contract completed successfully  
Status: Completed October 2010  
Div. 11 PM: Joe Laws, 336.903.9138

**NCDOT DF13202.2025001 Craven County**  
Results: Contract completed successfully  
Status: Completed December 2011  
County Maintenance Engineer: Jordan Scott, 704.380.6070

**NCDOT DF13202.2074001 Pitt County**  
Results: Contract completed successfully  
Status: Completed December 2011  
County Maintenance Engineer: Jordan Scott, 704.380.6070

## Owner/Client

NCDOT Division 11  
Joe Laws  
336.903.9138

## Project Team

**Project Manager:**  
Mike Calhoun, PE

**Field Manager:**  
Eddie Pridemore

## Services Provided

- Observation & Documentation of Debris Collection
- Photo Documentation of Each Truck Load of Debris Moved
- Monitored the Contractor's Activities for Correct Type of Debris Removal
- Provided Either Cubic Yard or Weight Ticket Measurements
- Recorded GPS Coordinates of Each Load to Document the Removed Debris Location
- Evaluated Damage to Road Right-of-Ways and Coordinated their Cleanup
- Coordinated with FEMA and the Federal Highway Administration

3PP103.18



# VOLKERT

## NCDOT Hurricane Matthew

### Owner/Client

Eastern North Carolina

NCDOT  
Jiles Harrell  
919.739.5300  
jpharrell@ncdot.gov

### Project Status

Successful Completion: 2017

### Services Provided

- Observation & Documentation of Debris Collection
- Evaluated Damage to Road Right-of-Ways and Coordinated their Cleanup
- Coordinated with FEMA and the Federal Highway Administration
- Construction Engineering and Inspection Services
- Monitored the Contractor's Activities for Correct Type of Debris Removal
- Emergency Disaster Damage Assessments
- Cataloging of Data
- Field Mapping



Volkert provided services to restore road access in Eastern North Carolina following flooding brought by Hurricane Matthew, which caused an estimated \$1.5 billion in damage to the region.

Volkert staff provided emergency disaster damage assessments on highway elements at sites in NCDOT Division 4 where roads had been damaged or washed out by flooding, and catalogued the data using electronic tablets with ArcPad mobile data collection and

field mapping software.

In addition, Volkert employees performed disaster debris monitoring and documentation services. Each damage site was evaluated in accordance with FEMA and FHWA regulations in order to formulate a scope of work for repairs. In the final stage of the work, Volkert provided construction engineering and inspection services on the repairs. Work began in October 2016 and was completed in late spring, 2017. The cost for damage repairs in Johnston and Wayne Counties is estimated at \$29.5 million.



3PP103.18



# VOLKERT

## Owner/Client

Fluor Government Group  
Principal Contract Manager -  
Tonya Maloy  
864.821.8615  
Tonya.Maloy@fluor.com

## Project Status

On-going (next ten years)  
On-Call Basis

## Services Provided

- Observation & Documentation of Debris Collection
- Evaluated Damage to Road Right-of-Ways and Coordinated their Cleanup
- Coordinated with FEMA and the Federal Highway Administration
- Construction Engineering and Inspection Services
- Monitored the Contractor's Activities for Correct Type of Debris Removal
- Emergency Disaster Damage Assessments
- Cataloging of Data
- Field Mapping

# FEMA's Public Assistance Division's Technical Assistance Contracts (PA TAC) Harvey (TX); Irma (FL); Puerto Rico; Florence (NC)

Texas, Florida, Puerto Rico, North Carolina



Volkert is a Tier 1 subconsultant to one of four contractors providing recovery services support on Federal Emergency Management Agency (FEMA)'s Public Assistance Division's Technical Assistance Contracts (PA TAC). The FEMA PA- TAC was issued under the Public Assistance Program, as authorized under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

Through this program and Indefinite Delivery/Indefinite Quantity (IDIQ) contract, FEMA provides supplemental federal disaster grant assistance for debris removal, emergency protective measures, repair, replacement, and restoration of disaster-damaged, publicly owned facilities and the facilities of certain private non-profit organizations.

The Public Assistance (PA) Program also encourages protection of these damaged facilities from future events by providing assistance for hazard mitigation measures during the recovery process.

Volkert manages and maintains a cadre of over 400 environmental scientists, planners, engineers, inspectors, program and construction administrators/managers and other specialized technical and professional personnel on this contract.

Personnel currently deployed are providing recovery services throughout Texas, Florida, Puerto Rico, and North Carolina as part of Hurricanes Harvey, Irma, Maria, and Florence PA Program recovery efforts.



3PPT03.18



# VOLKERT

## Ouachita Parish Disaster Debris Monitoring Services

### Owner/Client

Ouachita Parish  
Jay Mitchell, Ouachita Parish Attorney  
318.327.1340  
jmitchell@oppj.org

### Project Status

Successful Completion: June 2016

### Services Provided

- Observation & Documentation of Debris Collection
- Evaluated Damage to Road Right-of-Ways and Coordinated their Cleanup
- Coordinated with FEMA and the Federal Highway Administration
- Construction Engineering and Inspection Services
- Monitored the Contractor's Activities for Correct Type of Debris Removal
- Emergency Disaster Damage Assessments
- Cataloging of Data
- Field Mapping

The Ouachita Parish Police Jury selected Volkert to monitor and document the removal and disposal of flood-related debris from within its jurisdiction. The primary debris stream was Mixed C&D resulting from households being flooded. This debris was collected on a cubic yard basis and hauled directly for disposal to a local landfill, as not intermediate debris management site was required.

Volkert monitors were present for all field collection activities and also called cubic yards full percentages at the Debris Tower erected in the local landfill. Additional debris streams the Parish authorized for removal and disposal were White Goods, E-Waste, and Tires; each was tracked to its final disposal location which was an authorized recycling facility in each case. All documentation in support of quantities and costs have been provided to and accepted by FEMA, who is currently developing the Parish's Category A Project Worksheet; no issues with amounts or costs have arisen from the debris operation.

The project came in under budget in large part due to how Volkert manages its debris operations by immediately ramping up or scaling back its workforce based on the contractor's operations and response effort on any given day. We do not deploy and certainly do not charge for extraneous personnel in our operations, and we always strive to minimize the overall costs to our client.



3PP103.18



# VOLKERT

## 2014 North Carolina Ice Storm: NCDOT

### Owner/Client

NCDOT  
Brad Wall  
336.487.0000  
bwall@ncdot.gov

Alamance County, North Carolina

### Project Status

Successful Completion: June 2014

### Services Provided

- Observation & Documentation of Debris Collection
- Evaluated Damage to Road Right-of-Ways and Coordinated their Cleanup
- Truck Monitoring at Disposal Site
- Load Ticket Completion
- Daily Logs Maintenance
- Photographic Documentation



Volkert was contracted by NCDOT to monitor and document the removal and disposal of storm-related vegetative debris from state-maintained road rights-of-way in Alamance County following a March 2014 ice storm.

Volkert mobilized crews of inspectors to identify and document the removal and proper disposal of eligible debris including tree and limb removal thoroughfare clearing, Right of Entry debris removal. Documentation management included filling out load tickets, maintaining appropriate daily logs and photographic

documentation, and monitoring trucks at the disposal site.

Volkert employed 14 people over three months (April–June 2014) to complete this work, which generated a fee of \$657,659.



Upon execution of the contract, the first event will be a kickoff meeting to discuss pre-event planning and develop a detailed timeline for the pre-event planning.

After the kickoff meeting, the team will review the existing disaster management plan. The purpose of this is twofold, one to become familiar with the plan, and two to offer revisions to the program that may be needed.

This review will address, at a minimum, the following items:

1. Personnel:
  - Have job assignments and responsibilities been clearly defined?
  - Will additional personnel or contractors be necessary?
2. Training:
  - Have staff been trained for issues such as how to operate equipment safely and effectively and complying FEMA rules and regulations?
3. Equipment:
  - Is existing equipment in working order, have arrangements been made to rent/lease additional equipment as needed?
4. Communication:
  - Are adequate radios, and cell phones available for personnel.
  - Is the communication plan to the public and sister agencies up to date?
5. Facilities:
  - Are emergency generators in place, are any repairs needed to prevent damage?
6. Materials and Supplies:
  - Are plans in place to obtain water and food for emergency personnel?
  - Are adequate numbers of signs, signpost, hardware, barricades, safety supplies, etc. in place?
7. Plan for Recovery:
  - Is there a plan for recovery after the storm for damage assessments, personnel assignments, clean-up areas, reporting procedures, waste disposal sites, etc.?
  - Is there a list of potential contractors to assist with debris removal and repairs?

This review should require about 40 manhours and should be complete within 30 days.

Any revisions that are needed should require about 60 hours (this would include meetings, editing, and review) and should be complete within 90 days.



**VAUGHN & MELTON REFERENCES**

**2018 Disaster Removal - Hurricane Florence**

NCDOT Division 2  
**Contact:** Robby Taylor, Project Engineer  
rtaylor@ncdot.gov  
**Address:** 1037 W.H. Smith Blvd.  
Greenville, NC 27835  
Amount: Ongoing

**2010 NCDOT 36050.005 Ashe County**

NCDOT Division 11  
**Contact:** Joe Laws, 336.903.9138  
jlaws@ncdot.gov  
**Address:** 801 Statesville Road  
North Wilkesboro, NC 28659  
Amount: \$71,000.00

**2010 NCDOT 36050.006 Avery County**

NCDOT Division 11  
**Contact:** Joe Laws, 336.903.9138  
jlaws@ncdot.gov  
**Address:** 801 Statesville Road  
North Wilkesboro, NC 28659  
Amount: \$91,000.000

**2010 NCDOT 360.50.095 Watauga County**

NCDOT Division 11  
**Contact:** Joe Laws, 336.903.9138  
jlaws@ncdot.gov  
**Address:** 801 Statesville Road  
North Wilkesboro, NC 28659

**2011 NCDOT (DF13202.2025001) Craven County**

NCDOT Division 2  
**Contact:** Jordan Scott, Asst. District Engineer, Division 1  
and Division 2, 336.293.9610  
jscott1@ncdot.gov  
**Address:** 1701 West 5th Street  
Washington, NC 27889

**2011 NCDOT (DF13202.2074001) Pitt County**

NCDOT Division 2  
**Contact:** Jordan Scott, Asst. District Engineer, Division 1  
and Division 2, 336.293.9610  
jscott1@ncdot.gov  
**Address:** 1701 West 5th Street  
Washington, NC 27889

**VOLKERT, INC. REFERENCES**

**2017 Hurricane Matthew (DR-4283-FL)**

St. John's River Debris Removal Monitoring  
Florida Department of Environmental Management  
**Contact:** Mr. Scott Woolam, 850.245.2806  
scott.woolam@dep.state.fl.us  
**Address:** Florida Disaster Recovery Services  
FDEP, Bureau of Design & Rec. SVCS  
3900 Commonwealth Blvd, MS #520  
Tallahassee, FL 32377-3000

**2016 Severe Flooding (DR-4263-LA)**

Disaster Debris Removal Monitoring  
Ouachita Parish Louisiana Police Jury  
**Contact:** Mr. Jay Mitchell, 318.327.1340  
jmitchell@oppj.org  
**Address:** 302 S Grand Street # 201  
Monroe, LA 71201

**2014 Severe Flooding (DR-4176-AL)**

Waterway Debris Removal Monitoring  
AL Department of Conversation and Natural Resources  
**Contact:** Mr. Terry Boyd, 334.242.3836  
terry.boyd@dcnr.alabama.gov  
**Address:** AL Dept. of Conservation & Natural Resources  
64 N. Union Street, Suite 468  
Montgomery, AL 36130

**2005-2007 Hurricanes Ivan and Katrina**

Debris Recovery in Coastal Alabama, Gulf Shores, AL  
AL Department of Conversation and Natural Resources  
**Contact:** Mr. Terry Boyd, 334.242.3836  
terry.boyd@dcnr.alabama.gov  
**Address:** AL Dept. of Conservation & Natural Resources  
64 N. Union Street, Suite 468  
Montgomery, AL 36130

**2013 Severe Flooding (DR-4145-CO)**

Public Assistance Support and Disaster Debris Removal  
Monitoring  
Larimer County Colorado  
**Contact:** Mr. Rusty McDaniel, 970.498.5700  
**Address:** Larimer County Colorado  
200 W Oak Street  
Ft. Collins, CO 80521

**2011 Hurricane Irene (DR-4019-NC)**

Disaster Debris Removal Monitoring  
NCDOT (Beaufort, Carteret, and Pamlico Counties, NC)  
**Contact:** Mr. Jordan Scott, 252.946.3689/252.514.4716  
**Address:** Resident Engineer's Office WS 1  
403 Polo Road  
Winston-Salem, NC 27105

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**PROPOSER'S BID CERTIFICATION FORM**

To Whom It May Concern:

I have carefully examined the Request for Proposals and any other documents accompanying or make a part of this Request for Proposals.

I hereby propose the following hourly rates. Hourly rates shall include all costs associated with the required services. No additional payment will be made for hotels, per diem, fuel, etc. I agree that my proposal will remain firm a period of up to 90 days in order to allow the Town adequate time to evaluate the proposals.

**NOTE: Proposers bid certification form must be notarized - see next page.**

<b>POSITIONS</b>	<b>HOURLY RATES</b>
Project Manager	\$ <u>130.00</u>
Operations Managers	\$ <u>122.00</u>
Schedule/Expeditors	\$ <u>80.00</u>
GIS Analyst	\$ <u>95.00</u>
Field Supervisors	\$ <u>107.00</u>
Debris Site/Tower Monitors	\$ <u>92.00</u>
Environmental Specialist	\$ <u>95.00</u>
Project Inspectors (citizen drop-off site monitors)	\$ <u>92.00</u>
Load Ticket Data Entry Clerks	\$ <u>70.00</u>
Billing/Invoice Analysts	\$ <u>70.00</u>
Administrative Assistants	\$ <u>50.00</u>
Field Coordinators (crew monitors)	\$ <u>107.00</u>
Other Required Positions (please specify) Emergency Planner	\$ <u>175.00</u>
please specify) Sr. Project Manager	\$ <u>175.00</u>
please specify)	\$ <u>N/A</u>

Proposer may include other positions, with hourly rates and attach job description for each position.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

3PP103.18



**TAB 6: HOURLY RATES**

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer employee or agent of the Town of Winterville or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Consultant will comply with all applicable federal laws regulations, executive orders, FEMA policies, procedures, and directives.

It is distinctly understood that the Town of Winterville reserves the right to reject any or all proposals.

Vaughn + Melton Consulting Eng.  
NAME OF FIRM

Federal Tax ID: 61-0663508

  
AUTHORIZED SIGNATURE

Phone: 828-253-2796

Fax: 828-253-4864

Lloyd D Brown, Regional Vice President  
NAME & TITLE TYPED OR PRINTED

Email: ldbrown@vaughnmelon.com

1318-F Patton Ave.  
MAILING ADDRESS

Subscribed and sworn to before me  
this 13 day of December, 2018

Asheville, NC 28806  
CITY, STATE ZIP CODE

Sarah E Mull  
Notary Public

My Commission expires: 10/30/2023  
(SEAL)

**THIS FORM MUST BE NOTARIZED**





**TAB 7: OTHER REQUIREMENTS**

Vaughn & Melton Consulting Engineers, Inc., including principals, do not have any civil or criminal indictments, guilty pleas, or convictions of offenses within in last ten years.

Vaughn & Melton Consulting Engineers, Inc., does not have any exceptions/deviations to the required Scope of Services or the Sample Agreement.

**Request for Proposals  
for  
Disaster Management, Recovery, and Consulting Services**



**Deadline for Submittals  
December 18, 2018  
2:00 P.M. EST**

Prepared By:  
Travis Welborn, P.E.  
Town of Winterville Public Works Director  
PO Box 1459  
Winterville, North Carolina 28590

November 4, 2018

RE: **Request for Proposals (RFP)**  
**Disaster Management, Recovery, and Consulting Services**

To Whom It May Concern:

The Town of Winterville is seeking qualified firms to provide disaster management, recovery, and consulting services for the Town of Winterville in the event of a natural disaster.

Attached you will find a "Request for Proposals", which identifies the project to be undertaken.

In order to be considered, all proposals must be submitted in writing no later than **2:00 PM (EST) on December 18, 2018**. Firms mailing proposal packages should allow delivery time to ensure timely receipt of their proposal. The responsibility for getting the proposal to the Town of Winterville Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the proposing firm. The Town will in no way be responsible for delays caused by any occurrence. Proposals may be delivered to:

**Town of Winterville Purchasing Department**  
**Attention: Kristin Godley, Purchasing Manager**  
**2571 Railroad St. (Courier) or PO Box 1459 (Mail)**  
**Winterville, NC 28590**

Hours of Operation: 8:00 a.m. - 5:00 p.m. (EST)  
Monday through Friday  
Phone: (252) 215-2349  
Email: [Kristin.godley@wintervillenc.com](mailto:Kristin.godley@wintervillenc.com)

The award of a contract under this solicitation will be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. All prospective firms shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award. In addition, firms providing submittals shall be responsible for complying with state law and local ordinances.

The Town of Winterville reserves the right to waive any informalities, to reject any and all responses.

No proposal will be received or accepted after **2:00 PM, EST, December 18, 2018**. Late Proposals will be deemed invalid and returned unopened to the firm.

Thank you,

Travis Welborn, P.E.  
Public Works Director

Attachments

## Table of Contents

1. Purpose and General Information
2. Scope of Services
3. Desired Timetable
4. Inquiries
5. Submission Requirements
6. Submission of Proposals
7. General

### **Attachments:**

Non-Collusion Affidavit

Certification Regarding Lobbying

Proposer's Bid Certification Form

Agreement (Sample)

# TOWN OF WINTERVILLE REQUEST FOR PROPOSAL

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## 1. **Purpose and General Information**

The Town of Winterville is requesting proposals from qualified firms to provide disaster management recovery and consulting services in the event of a natural disaster within the area.

Winterville is located within the coastal region of North Carolina and is home to Pitt Community College. The Town of Winterville encompasses approximately 4.5 square miles with a population of just under 10,000.

The Town is seeking to enter into a five (5) year contractual agreement with a firm to provide the services contained within this RFP.

## 2. **Scope of Services**

The scope of services may include disaster management, recovery, and consulting services to support the oversight and management of debris recovery Contractors. As such, the Consultant should be capable of providing a range of related services including damage assessment, debris monitoring, training, emergency planning, infrastructure restoration, and other services as needed and requested by the Town. Other services may include, but not limited to, facilitating communication with FEMA, FHWA, the State of North Carolina and other state and federal agencies, coordination with state or county insurance representatives, pre-event planning, post-event reconstruction, grant funding, and reimbursement services.

### **A. Debris Monitoring Services**

The selected firm will be expected to provide debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas. Specific services may include:

- a. Coordinating daily briefings, work progress, staffing, and other key items with the Town.
- b. Selection and permitting of TDSRS locations and any other permitting/regulatory issues as necessary.
- c. Scheduling work for all team members and contractors on a daily basis.
- d. Hiring, scheduling, and managing field staff.
- e. Monitoring recovery contractor operations, and making/implementing recommendations to improve efficiency and speed up recovery work.
- f. Assisting the Town with responding to public concerns and comments.
- g. Certifying contractor vehicles for debris removal and maintain a truck certification list utilizing FEMA guidance.
- h. Entering load tickets into a database application.

- i. Digitization of source documentation (such as load tickets).
- j. Developing daily operational reports to keep the Town informed of work progress.
- k. Development of maps, GIS applications, etc. as necessary.
- l. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the Town for processing.
- m. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
- n. Final report and appeal preparation and assistance.

**B. Emergency Management Planning and Training**

- a. As directed by the County, the selected firm shall provide: Assist with review of the debris management plan – including identification of an adequate number of TDSRS locations.
- b. Project management to include the formulation and management of permanent work projects, task force management, and County Commissions, Boards and Panels.
- c. Technical support and assistance in developing public information regarding debris pick-up and safety.
- d. Other training and assistance as requested by the County.
- e. Other reports and data as required by the County.
- f. Other emergency management/consulting services identified/required by the County.

**C. Damage Assessment and Reconstruction Services**

If requested, the selected firm shall provide post-disaster damage assessment and reconstruction services to include assessment, planning, engineering, and construction management services. Specific areas where services may be requested include Town facilities, utility systems, transportation systems, and other sectors as required.

**3. Desired Timetable**

A.	RFP Issued	November 4, 2018
B.	Written Questions due	December 12, 2018 by 12:00 noon
C.	Responses to questions	December 14, 2018
D.	Submittals due	December 18, 2018
E.	Evaluation period	December 19 – 31, 2018
F.	Anticipated Contract Award	February 11, 2019

#### 4. **Inquiries**

All questions pertaining to this RFP must be submitted **in writing** no later than 12:00 PM on **December 12, 2018**. Written questions should be emailed to: [travis.welborn@wintervillenc.com](mailto:travis.welborn@wintervillenc.com)

Only written questions will be considered formal. **Any information given by telephone will be considered informal**. Any questions that the Town feels are pertinent to all proposers' will be distributed as an addendum. Responses to questions will be issued in the form of an Addendum no later than December 14, 2018.

#### 5. **Submission Requirements**

In order to evaluate responses efficiently and equitably, responses must be tabbed as identified below. Failure to submit this information may render your proposal non-responsive.

##### **Tab 1: Introduction: Company Information (Weight 10 points)**

Each respondent shall provide the following company information:

- Firm's name and business address, including telephone, email address, website address.
- The type of firm (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.
- Year established. Include former firm/company name(s) and year(s) established, if applicable.
- The name, title, address, and telephone number of the firm's authorized negotiator. The person identified must be empowered to make binding commitments for the firm.
- Provide a general discussion of the proposing firm's technical approach to the project to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the Town.

##### **Tab 2: Qualifications of the Firm (Weight 10 points)**

- Provide an organizational chart and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) must be full time employees of the proposing firm.
- List any professional training and experience, especially in relation to the type and magnitude of work required for the particular scope of services.

##### **Tab 3: Past Experience (Weight 20 points)**

- Experience demonstrating **current capacity** and **current expertise** in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience

managing debris monitoring for *government entities* involving a minimum of 15,000 cubic yards of debris for each client.

- Documented knowledge and experience of federal, state and local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, FEMA appeals processing, hauler invoice reconciliation and contracting.
- Experience managing Right-of-Entry debris removal and C&D debris separation and removal.

**Tab 4: Delivery Schedule (Weight 5 points)**

- Provide a time line detailing the pre-event planning (based on hours/days after contract award).

**Tab 5: References: Past Performance (Weight 15 points)**

- Provide references for which the firm has performed services within the past ten (10) years that are similar to the requirements in the Scope of Services. It is preferred that references be from government entities for debris monitoring experience involving a minimum of 15,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone number(s), date of the contract, and amount of contract.

**Tab 6: Hourly Rates (Weight 35 points)**

**Tab 7: Other Requirements (Weight 5 points)**

- Information concerning any pending, ongoing, or prior litigation within the last 10 years.

**Tab 7: Other Requirements – Continued**

- Any and all exceptions/deviations to the required Scope of Services and/or the Sample Agreement shall be documented on a separate page.

**6. Submission of Proposals**

- Deadline:** Submit three (3) original hardcopies to the Purchasing Manager. Proposals shall be sealed and marked “**RFP, Disaster Management, Recovery and Consulting Services.**” Sealed proposals must be received by **2:00 PM EST, on December 18, 2018**, at the Office of the Town of Winterville Purchasing Manager, 2571 Railroad St., Winterville, NC 28590. The original hardcopy submittal must be received by the time and date stated above.
- Addenda:** Each Proposer is responsible for determining that all addenda issued by the Town of Winterville has been received before submitting a proposal.
- Identification:** The outside of the envelope should be marked “*RFP, Disaster Management, Recovery, and Consulting Services.*”

- D. **Time is of the essence:** Any proposal received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the firm for ensuring that their proposal is received by the Purchasing Manager before the deadline indicated above. The Town will in no way be responsible for delays caused by any occurrence.
- E. **Preparation of Response:** The firm's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its proposal and qualifications for the work to be performed. Emphasis should be placed on completeness of services offered and clarity of content. **The response should be limited to twenty-five (25) pages.**
- F. **Propriety Information:** Trade secrets or proprietary information submitted by a proposer, in connection with a procurement transaction shall not be subject to the public disclosure under the Freedom of Information Act. However, the proposer must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data on other materials to be protected and state the reasons why protection is necessary.

**Each individual page shall be identified in boldface at the top as "CONFIDENTIAL" in a font size of 14 or larger.** Any section of the proposal that is to remain confidential shall also be so marked in boldface on the title page of that section along with each individual page within that section. Cost information and any other public information may not be deemed confidential; therefore, it is requested that firms only mark the necessary confidential pages.

- G. **Binding:** Submittals must include the proposer's bid certification form (contained within) signed by an authorized representative of the company/firm to legally bind the offer. All proposals submitted without such signature may be deemed non-responsive.
- H. **Miscellaneous:** Nothing herein is intended to exclude any responsibilities or in any way restrain or restrict competition. All firms are encouraged to submit proposals. The Town of Winterville reserves the right to waive any informalities, to reject any and/or all proposals. In addition, the Town reserves the right to cancel a solicitation at any time prior to the award of a contract.

## 7. **General**

- A. **Time for Consideration:** The Town shall have a period of ninety (90) calendar days from due date of the proposals in which to award the contract. The Proposer shall be bound by their proposal during that time. A firm may withdraw a proposal by written request prior to the date and time of the proposal opening or after the 90-day time for consideration if a contract has not been awarded.
- B. **Contract Term:** It is the intent of the Town to enter into a five (5) year contract.
- C. **Evaluation of Submittals:** Evaluation factors have been identified in Section 5 "*Submission Requirements.*" Proposals will only be evaluated on the factors included within this RFP. A committee will evaluate all responses received by scoring them on the weighted system provided.

The evaluation committee will be comprised of Town personnel to include the Town Manager, Assistant Town Manager, and Public Works Director.

The Town is not required to hold interviews; however, depending on the number of responses and the information contained in the responses, the Town may decide to conduct interviews with firms that the committee believes have demonstrated within their proposal the required experience and

qualifications of the firm. In addition, the firm's experience, references, and past performance on public contracts will be considered.

- D. **Contract Award.** The contract shall be awarded to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract. Consideration shall also be given to the company's integrity, compliance with public policy, record of past performance, references, and financial and technical resources.
- E. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms:** The Town of Winterville encourages all businesses, including minority and/or women owned businesses to respond to all Request for Proposals. In addition, if subcontracts are let, the awarded contractor must ensure that the necessary affirmative steps are taken:
- a. Place qualified small, minority, and woman-owned businesses on solicitations lists;
  - b. Assure that such businesses are solicited when they are potential sources;
  - c. Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
  - d. Establish delivery schedules, where requirements permits, which encourage such businesses to respond;
  - e. Use service and assistance from such organization as SBA, minority business development agency of the Dept. of Commerce;
- F. **Activation of Contract.** Should the contract be activated, fees will be estimated based off the initial assessment of damages occurred.
- G. **Funding Source:** Payment for services under contract by this solicitation will be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. The selected firm shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award.
- H. **Compliance by Awarded Contractor:** The awarded contractor shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award. In addition, firms providing submittals shall be responsible for complying with state law and local ordinances.
- I. **Certification of Proposer Regarding Debarment.** By submitting a proposal under this solicitation, the Proposer or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**NON-COLLUSION AFFIDAVIT**

Town of Winterville

\_\_\_\_\_, being first duly sworn, deposes and says that:

- 1. He/She is the \_\_\_\_\_ of \_\_\_\_\_, the proposer that has submitted the attached proposal;
- 2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- 3. Such proposal is genuine and is not a collusive or sham proposal;
- 4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Winterville or any person interested in the proposed contract; and
- 5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

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

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

Subscribed and Sworn to Before Me,  
 This \_\_\_\_\_ day of \_\_\_\_\_, 2018  
 Notary Public \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING**

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

This certification requirement applies to all FEMA grant and cooperative agreement programs. Consultants that apply or bid for an award of \$100,000 or more shall file the required certification required by 49 C.F.R. part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobby Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Town.

**The offeror, by signing its offer, hereby 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid 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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” 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 subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Consultant, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Consultant’s Authorized Official

\_\_\_\_\_  
Printed Name and Title of Consultant’s Authorized Official

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

**PROPOSER'S BID CERTIFICATION FORM**

To Whom It May Concern:

I have carefully examined the Request for Proposals and any other documents accompanying or make a part of this Request for Proposals.

I hereby propose the following hourly rates. Hourly rates shall include all costs associated with the required services. No additional payment will be made for hotels, per diem, fuel, etc. I agree that my proposal will remain firm a period of up to 90 days in order to allow the Town adequate time to evaluate the proposals.

**NOTE: Proposers bid certification form must be notarized – see next page.**

<b>POSITIONS</b>	<b>HOURLY RATES</b>
Project Manager	\$_____
Operations Managers	\$_____
Schedule/Expeditors	\$_____
GIS Analyst	\$_____
Field Supervisors	\$_____
Debris Site/Tower Monitors	\$_____
Environmental Specialist	\$_____
Project Inspectors (citizen drop-off site monitors)	\$_____
Load Ticket Data Entry Clerks	\$_____
Billing/Invoice Analysts	\$_____
Administrative Assistants	\$_____
Field Coordinators (crew monitors)	\$_____
Other Required Positions (please specify)	\$_____
please specify)	\$_____
please specify)	\$_____

Proposer may include other positions, with hourly rates and attach job description for each position.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer employee or agent of the Town of Winterville or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Consultant will comply with all applicable federal laws regulations, executive orders, FEMA policies, procedures, and directives.

It is distinctly understood that the Town of Winterville reserves the right to reject any or all proposals.

\_\_\_\_\_  
NAME OF FIRM

Federal Tax ID: \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Phone: \_\_\_\_\_

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

Fax: \_\_\_\_\_

\_\_\_\_\_  
MAILING ADDRESS

Email: \_\_\_\_\_

\_\_\_\_\_  
CITY, STATE, ZIP CODE

**Subscribed and sworn to before me**  
this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_  
(SEAL)

**THIS FORM MUST BE NOTARIZED**

## Sample Agreement

**The awarded firm will be required to enter into a contract issued by the Town. Any exceptions to the terms of this Agreement or additional terms must be included as requested in TAB 7.**

**NORTH CAROLINA  
TOWN OF WINTERVILLE**

**CONSULTING CONTRACT**

**THIS CONTRACT** is made, and entered into this the \_\_\_\_ day of \_\_\_\_\_, by and between the **TOWN of WINTERVILLE** a political subdivision of the State of North Carolina, (hereinafter referred to as “**TOWN**”), and \_\_\_\_\_, (hereinafter referred to as “**CONSULTANT**”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

**WHEREAS**, \_\_\_\_\_, acting as an independent Consultant, is a Consultant with extensive experience in providing disaster management and recovery services and shall provide said services in a professional manner in accordance with the terms and conditions of this Agreement and the standard of care practiced by professionals performing similar services; and

**WHEREAS**, the services provided include, but are not limited to, Disaster Debris Monitoring Services, Emergency Management Planning and Training, Damage Assessment, and Reconstruction Services; and

**WHEREAS**, the Town wishes to enter into a contractual agreement with Consultant to provide professional consulting services in accordance with this Request for Proposal issued October 2018.

**NOW, THEREFORE**, in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

**1. SCOPE OF SERVICES.** CONSULTANT hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions identified in Attachment 1 “Scope of Services” (hereinafter collectively referred to as “Services”) and Attachment 2 “Federal Contracting Requirements.” Attachments 1 and 2 are hereby incorporated herein and made a part of this Contract.

Authorizations for Services shall be referred to as “Task Orders.” Each Task Order form shall set forth a specific Scope of Services, amount of compensation and completion date.

**2. TERM OF CONTRACT.** The Term of this Contract for services is from \_\_\_\_\_, 2018 to \_\_\_\_\_, 2023, unless sooner terminated as provided herein.

This Contract is subject to the availability of funds to purchase the specified services and may be terminated at any time during the term upon thirty (30) days’ notice if such funds become unavailable.

**3. ACTIVATION OF CONTRACT.** Should activation of a contract become necessary, the TOWN and CONSULTANT will negotiate a “Fixed Price” amount for the services required within this Agreement. This Contract is deemed activated upon the agreement of fixed price and execution of this Contract.

**4. COMPENSATION.** CONTRACTOR shall receive from TOWN an amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_) as full compensation for the provision of Services. TOWN agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the TOWN, in accordance with this Contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to TOWN by the end of the month during which Services are performed. A Purchase Order

number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by TOWN.

**5. TIME FOR COMPLETION.** Time is of the essence and the Consultant shall begin work immediately following issuance of a written Task Order. All services shall be completed in accordance with the project schedule associated with each Task Order.

**6. INVOICES.** CONSULTANT shall submit monthly invoice for services rendered. Invoices shall include a statement of progress and appropriate detail to satisfy Town and current FEMA requirements. Invoices must reference the Purchase Order number.

*All invoices shall be delivered to:*  
Attn: Travis Welborn, P.E.  
Public Works Director  
PO Box 1459  
Winterville, North Carolina 28590

**7. RETAINAGE.** The TOWN may retain five percent (5%) of the value of each Task Order until such time as the project deliverables, as defined in the Task Order, are completed to reasonable professional standards and all sub-consultants and material suppliers verify receipt of all payment for which they are entitled under the terms of the Consultant's contract with the sub-consultant.

**8. INDEPENDENT CONSULTANT.** TOWN and CONSULTANT agree that CONSULTANT is an independent Consultant and shall not represent itself as an agent or employee of TOWN for any purpose in the performance of CONSULTANT's duties under this Contract. Accordingly, CONSULTANT shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONSULTANT's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONSULTANT, as an independent Consultant, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

**9. STANDARD OF CARE.** CONSULTANT will perform services under this Agreement with the degree of skill and diligence normally practiced by professional CONSULTANTS performing the same or similar services and CONSULTANT shall, at no additional cost to the TOWN, re-perform services which fail to satisfy the foregoing standard of care.

The CONSULTANT will represent that all services be performed by competent personnel. The CONSULTANT hereby represents that it has and will continue to maintain all licenses and approvals required to conduct its business and perform all Services under this Agreement, and that it will at all times conduct its business activities in accordance with this contract. Except as may be otherwise provided for in this Agreement, CONSULTANT shall be responsible for obtaining, at its own expense, all permits and approvals necessary to perform the Services under this Agreement for each project.

The CONSULTANT acknowledges that a portion of its fees may be reimbursed to TOWN by state or federal governments and CONSULTANT and TOWN agree to work together to modify or alter billing procedures as may be necessary to satisfy state or federal payment regulations or requirements.

**TERMINATION OF CONTRACT.** Termination of this Contract shall be in accordance with the Termination Clause contained in Attachment 2.

**11. INDEMNITY AND INSURANCE.** To the fullest extent permitted by laws and regulations, the CONSULTANT shall indemnify and hold harmless the TOWN and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the CONSULTANT or its officials, employees, or Consultants under this Contract or under the contracts entered into by the CONSULTANT in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONSULTANT shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act.

The Consultant shall secure and maintain during the duration of the *activated* contract, at his/her sole expense, the following types and limits of insurance described below:

- A. Workers' Compensation - The Consultant shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the Town and its agents, employees and officials.
- B. Commercial General Liability - The Consultant shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
- C. Business Automobile Liability - The Consultant shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
- D. Professional Liability (Errors & Omissions) - The Consultant shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be as least twice the required per claim limit.

Insurance policies, except Workers' Compensation, shall be endorsed (1) to show the Town of Winterville as an additional insured, as their interests may appear, and (2) to amend cancellation notice to 45 days, pursuant to North Carolina Law.

CONSULTANT, upon execution of this Contract, shall furnish to the TOWN a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty-(30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONSULTANT. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONSULTANT shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONSULTANT shall not be interpreted as limiting the CONSULTANT's liability and obligations under the Contract.

Copies or originals of certificates, endorsements, or other items pertaining to insurance shall be sent to: Town of Winterville Purchasing Manager, PO Box 1459, Winterville, NC 28590.

**12. NONDISCRIMINATION IN EMPLOYMENT.** CONSULTANT shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the

event CONSULTANT is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by TOWN, and CONSULTANT may be declared ineligible for further TOWN contracts.

**13. OWNERSHIP OF WORK.** All Work and any documents prepared by the CONSULTANT for or on account of this Contract shall be the owned by the TOWN, and the TOWN shall have all common law, statutory and other reserved rights, including copyright.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the TOWN's reserved rights.

**14. SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign its interest in this Contract without the written consent of the TOWN.

**15. COMPLIANCE WITH LAWS.** CONSULTANT represents that it is in compliance with all Federal, State, and local laws, regulations or orders including, Executive Order 11246, as amended or supplemented, which is hereby incorporated by reference. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

**16. GOVERNING LAW.** Unless otherwise specified, this contract shall be governed by the laws of the State of North Carolina. All litigation arising out of this contract shall be commenced in the appropriate division of the General Court of Justice in Pitt County, North Carolina.

**17. DISPUTE RESOLUTION.** CONSULTANT and TOWN shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner. If an informal resolution cannot be achieved to attempt to mediate the conflict between the Consultant and the TOWN, all litigation shall be commenced in the appropriate division of the General Court of Justice in Pitt County, North Carolina.

**18. E-VERIFY.** As a condition of payment for services rendered under this agreement, CONSULTANT shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONSULTANT provides the services to the Town utilizing a sub-consultant, CONSULTANT shall require the sub-consultant to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONSULTANT shall verify, by affidavit, compliance of the terms of this section upon request by the Town.

**19. IRAN DIVESTMENT ACT.** CONSULTANT certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each CONSULTANT to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

**20. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The CONSULTANT certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each CONSULTANT to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

**21. GOOD STANDING WITH TOWN.** CONSULTANT certifies that it is not delinquent on any taxes, fees, or other debt owed by CONSULTANT to TOWN. CONSULTANT covenants and agrees to remain current on any taxes, fees, or other debt owed by CONSULTANT to TOWN during the Term of this Contract.

**22. NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail as follows:

**TOWN OF WINTERVILLE**

**ATTN: Travis Welborn, Public Works Director** |  
| 2571 Railroad Street |  
| Winterville, NC 28590 |

**CONSULTANT:** | |  
| |

**23. ACCESS AND AUDIT RIGHTS.** CONSULTANT shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least five (5) years following final payment to the TOWN as Federal Emergency Management Agency sub-grantee as required by FEMA’s 322 Public Assistance Guide, as amended, or any similar regulation, policy, or document adopted by FEMA subsequent to the execution of this Agreement. The TOWN shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the CONSULTANT’S place of business to the TOWN, including the Comptroller’s Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

**24. ANNUAL APPROPRIATIONS AND FUNDING.** This Agreement may be subject to the annual appropriation of funds by the Town of Winterville Town Council. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then Town shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service. Payment for services under contract by this solicitation will be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. The selected firm shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award.

**25. SAFETY.** CONSULTANT and its employees will observe the posted safety requirements of the TOWN and those required by law. CONSULTANT is responsible for the safety of its employees at all times while on the TOWN’s premises.

**26. TOWN NOT RESPONSIBLE FOR EXPENSES.** TOWN shall not be liable to CONSULTANT for any expenses paid or incurred by CONSULTANT unless otherwise agreed in writing.

**27. EQUIPMENT.** CONSULTANT shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

**28. ENTIRE CONTRACT.** This Contract, including Attachment 1 and Attachment 2, shall constitute the entire understanding between TOWN and CONSULTANT and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

**29. HEADINGS.** The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**30. EXISTENCE.** CONSULTANT warrants that It is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this Contract.

**31. CORPORATE AUTHORITY.** By execution hereof, the person signing for CONSULTANT below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONSULTANT.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Consulting Contract to be executed by their duly authorized office or agent.

**Reviewed by Department Head**

\_\_\_\_\_

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

**CONSULTANT**

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

Printed Name: [ ]

Title: [ ]

This instrument has been preaudited in the manner required by the Local Government and Fiscal Control Act

\_\_\_\_\_  
Town of Winterville Finance Director

**TOWN OF WINTERVILLE**

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

Printed Name: [ ]

Title: [ ]

**“ATTACHMENTS 1 and 2 to follow**

**ATTACHMENT 1**  
**Scope of Services**

**ATTACHMENT 2**  
**Federal Contracting Requirements**

This *Attachment 2* is incorporated into the Service Contract between the Town and the Consultant. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the “Consultant” or “Company” or “Vendor” or “Provider” shall be deemed to mean the Consultant.

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This *Attachment 2* identifies the federal requirements that may be applicable to this contract. The Consultant is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any subagreement or subcontract executed by the Consultant pursuant to its obligations under this Contract. The Consultant and its sub-consultants, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

**Drug Free Workplace Requirements**

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All consultants entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

**Contractor Compliance**

The Consultant shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

**Conflict of Interest**

The Consultant must disclose in writing any potential conflict of interest to the Town of Winterville or pass through entity in accordance with federal policy.

### **Mandatory Disclosures**

The Consultant must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

### **Energy Conservation**

The Consultant and Sub-consultants agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

### **Federal Water Pollution Control Act**

For contracts in excess of \$150,000, the Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Consultant agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

### **Clean Air Act**

For contracts in excess of \$150,000, the Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC § 1251-1387).

The Consultant agrees to report any violation to the Town immediately upon discovery. The Consultant understands and agrees that the Town will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Consultant must include this requirement in all subcontracts that exceed \$150,000.

The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **Access to Records and Reports**

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

All Consultants and their successors, transferees, assignees, and sub-consultants acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

### **No Obligation by Federal Government**

The Town and the Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Town, the Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Consultant agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-consultant who will be subject to its provisions.

### **Program Fraud and False or Fraudulent Statements or Related Acts**

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-consultant who will be subject to the provisions.

### **Changes**

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Consultants failure to do so shall constitute a material breach of the contract.

## **Termination**

***Termination Without Cause.*** The Town may immediately terminate this Agreement at any time without cause by giving written notice to the Consultant.

***Termination for Default by Either Party.*** By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

***Additional Grounds for Default Termination by the Town.*** By giving written notice to the Consultant, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Consultant makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Consultant's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Consultant takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

***Cancellation of Orders and Subcontracts.*** In the event this Agreement is terminated by the Town for any reason prior to the end of the term, the Consultant shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement to the Town showing in detail the services performed under this Agreement to the date of termination.

***No Effect on Taxes, Fees, Charges, or Reports.*** Any termination of the Agreement shall not relieve the Consultant of the obligation to pay any fees, taxes or other charges then due to the Town, nor relieve the Consultant of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Consultant from any claim for damages previously accrued or then accruing against the Consultant.

***Obligations Upon Expiration or Termination.*** Upon expiration or termination of this Agreement, the Consultant shall promptly (a) return to the Town all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the Town; (b) deliver to the Town all Work Product; (c) allow the Town or a new vendor access to the systems, software, infrastructure, or processes of the Consultant that are necessary to migrate the Services to a new vendor; and (d) refund to the Town all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

***No Suspension.*** In the event that the Town disputes in good faith an allegation of default by the Consultant, notwithstanding anything to the contrary in this Agreement, the Consultant agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Consultant, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

***Authority to Terminate.*** The Town Manager or their designee is authorized to terminate this Agreement on behalf of the Town.

***Audit.*** During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the Town shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Consultant necessary to evaluate Consultant's compliance with the terms and conditions of the Agreement or the Town's payment obligations. The Town shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Consultant. However, if non-compliance is found that would have cost the Town in excess of \$5,000 but for the audit, then the Consultant shall be required to reimburse the Town for the cost of the audit.

## **Remedies**

***Liquidated Damages:*** The Town and the Consultant acknowledge and agree that the Town may incur costs if the Consultant fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the Town may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the Town might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Consultant agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the Town's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Consultant to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

***Right to Cover:*** If the Consultant fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the Town of such failure, the Town may take any of the following actions

with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Consultant is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the Town in obtaining or performing the Services from any money then due or to become due the Consultant and, should the Town's reasonable cost of obtaining or performing the services exceed the amount due the Consultant, collect the difference from the Consultant.

***Right to Withhold Payment.*** If the Consultant materially breaches any provision of this Agreement, the Town shall have a right to withhold all payments due to the Consultant with respect to the services that are the subject of such breach until such breach has been fully cured.

***Specific Performance and Injunctive Relief.*** The Consultant agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Consultant's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Consultant hereby agrees that the Town may seek an order granting specific performance of such obligations of the Consultant in a court of competent jurisdiction within the State of North Carolina. The Consultant further consents to the Town seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Consultant breaches the Agreement in any material respect.

***Setoff.*** Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

***Other Remedies.*** Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

### **Debarment and Suspension**

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

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part. 3000. As such, the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. §

180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Consultant is required to comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies that:

This certification in this clause is a material representation of fact relied upon by the Town. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available by the Town, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

### **Equal Employment Opportunity**

During the performance of this contract, the Consultant agrees as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a sub consultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

#### **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

1. Overtime requirements. No Consultant or sub Consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and sub-consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or sub-

consultant under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subConsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Sub-consultants. The Consultant or sub-consultant shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the sub-Consultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any sub-consultant or lower tier sub-consultant with the clauses set forth in paragraphs (1) through (4) of this section.”

### **Procurement of Recovered Materials**

Consultant and sub-consultant must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Consultant and sub-consultants are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The Consultant has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Consultant can demonstrate the item is:

- Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- Fails to meet reasonable contract performance requirements; or
- Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

### **Safeguarding Personal Identifiable Information:**

Consultant will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

## **DHS Seal, Logo, and Flags**

The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Old Business

**Meeting Date:** February 11, 2019

**Presenter:** Evan Johnston, Director of Parks  
& Recreation

**Item to be Considered**

**Subject:** Resolution authorizing Amendment to existing Ancontract for creation of Capital Improvement Plan.

**Action Requested:** Approve Resolution and Amendment.

**Attachments:** Resolution and Amendment.

**Prepared By:** Evan Johnston, Director of Parks & Recreation

**Date:** 1/30/2019

**ABSTRACT ROUTING:**

**TC:** 2/4/2019

**FD:**

**TM:** 2/6/2019

**Final:** 2/6/2019

**Supporting Documentation**

The Winterville Parks and Recreation Department (WPR) does not have a Capital Improvement Plan (CIP). A CIP provides guidance, prioritization and timelines, funding needs, etc. related to projects and operations. A CIP is a crucial tool for Town and Department planning and fiscal management.

The Town is currently under contract with Kimley-Horn and Associates (KHA) for creation of the Fork Swamp Canal Greenway Plan, which includes three (3) efforts: Winterville Greenway Master Plan, Fork Swamp Canal Greenway Plan, and NC Parks and Recreation Trust Fund Grant Application. Due to the nature of current planning effort, KHA has become familiar with Town, especially WPR, functions and plans. Because of this familiarity, and need for a CIP, Town Staff contacted KHA to determine interest in creation of a CIP, potential cost.

KHA, in response to CIP request, created Amendment Number 1 for creation of a CIP. The maximum fee for creation of CIP is \$13,350.

**Budgetary Impact:** No additional funds required as result of contract Amendment 1.

**Recommendation:** Town Staff recommends approval of Resolution and Amendment.

**RESOLUTION AUTHORIZING AMENDMENT TO  
EXISTING CONSULTANT CONTRACT FOR CREATION OF  
PARKS AND RECREATION CAPITAL IMPROVEMENT PLAN**

**WHEREAS**, The Town of Winterville has need for, and desires creation of, a Parks and Recreation Department Capital Improvement Plan, and;

**WHEREAS**, Kimley-Horn and Associates is currently contracted by the Town for the Fork Swamp Canal Greenway Plan, Greenway Master Plan, and North Carolina Parks and Recreation Trust Fund grant application, collectively referred to as Fork Swamp Canal Greenway Plan and;

**WHEREAS**, Kimley-Horn and Associates is familiar with many Winterville Parks and Recreation Department plans and functions as a result of current contracted planning efforts, and;

**WHEREAS**, Town of Winterville Staff contacted Kimley-Horn and Associates regarding creation of a Parks and Recreation Department Capital Improvement Plan, and;

**WHEREAS**, Kimley-Horn and Associates has provided contract Amendment to the Town for creation of a Parks and Recreation Department Capital Improvement Plan, and;

**THEREFORE, BE IT RESOLVED**, The Winterville Town Council, in accordance with North Carolina General Statute 143-64.32, authorizes Kimley-Horn and Associates to create a Town of Winterville Parks and Recreation Department Capital Improvement Plan as outlined in Amendment Number 1.

Adopted by the Winterville Town Council this the 11<sup>th</sup> day of February, 2019.

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Douglas A. Jackson, Mayor

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Amy P. Barrow, Acting Town Clerk

**AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN  
AND ASSOCIATES, INC.**

This is Amendment Number 1 dated January 18, 2019 to the Agreement between the Town of Winterville ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated May 29, 2018 ("the Agreement") concerning the Fork Swamp Canal Greenway (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

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Consultant will perform the following services:

*Develop a Capital Improvement Program (CIP) for the Winterville Parks & Recreation Department. This will include program management, maintaining a capital project listing, developing opinions of probable project costs, development of timeline, and facilitation of project prioritization as follows:*

- *Program management will include a kickoff conference call, up to three (3) weekly conference calls, monthly invoicing, and regular communication and coordination.*
- *Capital project listing will include preparing preliminary prioritization criteria to evaluate needs, initial project sheets, and final project sheets for the highest ranked items.*
- *Cost opinions will include construction cost, engineering/surveying/permitting allowance, construction inspection and testing allowance, land acquisition allowance, utility relocation allowance, and inflation contingency.*
- *Timeline will include overall schedule for delivering projects with consideration of existing resources, capacity to deliver projects, financial resources, and operational allocation.*
- *Project prioritization will include project rankings with input from Town staff using corresponding data, costs, and information.*

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Consultant and Client agree to the following general schedule in connection with the services set forth above:

*Submit Draft CIP for Town Council consideration in February 2019 and Final CIP for adoption in March 2019.*

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For the services set forth above, Client shall pay Consultant the following compensation:

*Kimley-Horn will perform the Services on a labor fee plus expense basis with the maximum fee of \$13,350.00. Kimley-Horn will not exceed the total maximum fee shown without authorization from the Client.*

*Labor fee will be billed on an hourly basis according to our then-current hourly rates, which are subject to annual adjustment. Direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee (4.6%) is included to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. All permitting, application, and similar project fees will be paid directly by the Client.*

*Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.*

CLIENT:

TOWN OF WINTERVILLE

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

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

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

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

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

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

Name: Jeffrey W. Moore, P.E.

Title: Senior Vice President

Date: January 18, 2019



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** February 12, 2018

**Presenter:** Ben Williams, Assistant Town  
Manager

**Item to be Considered**

**Subject:** Wooten Company – Task Order No. 25 – Standard Construction Specifications and Details Update.

**Action Requested:** Approval of Task Order.

**Attachments:** Engineering Services Agreement.

**Prepared By:** Ben Williams, Assistant Town Manager

**Date:** 1/30/2019

**ABSTRACT ROUTING:**

TC 2/4/2019

FD

TM 2/6/2019

Final 2/6/2019

**Supporting Documentation**

Council entered into an agreement with the Wooten Company for general consulting services related to engineering on a case-by-case basis for smaller projects. The current agreement for general consulting services contract is through June 30, 2019.

The subject Task Order No. 25 is for updating the Town's existing Standard Specifications Manual and Details for Water, Sewer, Roadways and Storm Drainage Systems. The current Manual is outdated and staff does not have any way to modify it or update it as needed. The Town will be provided with a new Manual in an editable format. The consultant will also provide a pdf that can be distributed to local developers, engineers, and contractors, as well as added to the Town's website for easy access.

**Budgetary Impact:** This work will be done on an hourly basis with a not to exceed cost of \$40,000. \$50,000 for this project was included in the approved budget for this fiscal year.

**Recommendation:** Staff recommends approval of contract.

**Task Order No. 25**

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In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated September 10, 2015 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data
  - A. Title: **Standard Construction Specifications and Details Update**
  - B. Description: **Provide update to existing Standard Specifications and Details for Water, Sewer, Roadways and Storm Drainage Systems.**
  - C. Number of Construction Contracts

The Specific Project is anticipated to be constructed under N/A Construction Contracts.

2. Services of Engineer

- Design Services
  - **Meet with the Owner to review existing Standards of Design, Details, and Specifications.**
  - **Prepare a Table of Contents for Water, Sewer, Roadway and Storm Drainage outlining the proposed new Standards. Obtain approval by the Owner. It is anticipated that the Standards will be prepared for each major utility system.**
  - **Standards for Design will reference current industry standards, and State and Federal design requirements.**
  - **Standards for Specifications will utilize industry standard specifications formatted in current CSI standards.**
  - **Standard Details will be based on the current Owner standards modified to current industry practice.**
  - **Deliverables will include Four (4) hard copies in loose leaf binder, 1 CD in MS Word and AutoCAD readable Standard Details.**

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: **No modifications.**

4. Times for Rendering Services

Phase

Completion Date

**Design Services**

**June 30, 2019**

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
<b>Design Services</b>	<b>Hourly Rate</b>	<b>\$ 40,000.00</b>

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

C. **Ceiling Fee will not be exceeded without written consent of the Owner.**

6. Consultants: **With written consent of the Owner.**

7. Other Modifications to Agreement: **None.**

8. Attachments: **Appendix 1, Schedule of Fees.**

9. Documents Incorporated By Reference: **None.**

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is February 11, 2019.

**OWNER:**

**Town of Winterville, NC**

By (Signature): \_\_\_\_\_

Typed Name: **Douglas A. Jackson**

Title: **Mayor**

**ENGINEER:**

**L.E. Wooten & Company dba  
The Wooten Company**

By (Signature): \_\_\_\_\_ 

Typed Name: **Gary D. Hartong**

Title: **Executive Vice President**

Engineer License or Firm's  
Certificate No. **F-0115**  
State of: **North Carolina**

**DESIGNATED REPRESENTATIVE FOR  
TASK ORDER:**

Typed Name: **Terri Parker**

Title: **Town Manager**

Address: **P. O. Box 1459**  
**Winterville, NC 28590**

E-Mail  
Address: **terriparker@wintervillenc.com**

Phone: **(252) 215-2340**

Fax: **(252) 321-8455**

**DESIGNATED REPRESENTATIVE FOR  
TASK ORDER:**

Typed Name: **Derrick C. Smith**

Title: **Regional Manager**

Address: **310 W. 14th Street**  
**Greenville, NC 27834**

E-Mail  
Address: **dsmith@thewootencompany.com**

Phone: **(252) 757-1096**

Fax: **(252) 757-3221**

THE WOOTEN COMPANY  
SCHEDULE OF FEES  
ENGINEERING COST BREAKDOWN  
HOURLY RATES FOR WAGE CATEGORIES

Wage Category	Hourly Billing Rate
Engineer I	\$ 90
Engineer II	\$ 118
Engineer III	\$ 146
Engineer IV	\$ 190
Architect II	\$ 135
Designer I	\$ 75
Designer II	\$ 90
Designer III	\$ 106
Designer IV	\$ 129
Construction Admin I	\$ 87
Construction Admin II	\$ 146
Construction Admin III	\$ 190
Construction Observer / Resident Project Representative	\$ 90
Utility Coordinator II	\$ 110
Utility Coordinator III	\$ 132
Survey Technician I	\$ 45
Survey Technician II	\$ 65
Survey Technician III	\$ 85
Survey Technician IV	\$ 105
Surveyor II	\$ 105
Surveyor III	\$ 125
Surveyor IV	\$ 146
GIS Analyst II	\$ 80
GIS Analyst III	\$ 105
GIS Analyst IV	\$ 120
Community Development Coordinator	\$ 109
Housing Rehabilitation Specialist	\$ 84
Project Assistant	\$ 77

Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate, Subcontracted Services and other expenses at cost plus 10%.

The Wooten Company makes annual adjustments on July 1st of each year. The above hourly rates reflect current rates for the period through June 30, 2019. Hourly billing rates will change next on July 1, 2019 to reflect Direct Payroll Costs (salaries) being paid at that time.

Effective Rates July 1, 2018 through June 30, 2019



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** February 11, 2019

**Presenter:** Evan Johnston, Director of Parks  
& Recreation

**Item to be Considered**

**Subject:** Appointment to Recreation Advisory Board.

**Action Requested:** Appoint Dr. Alexis Davis to vacant Non-Resident position on the Recreation Advisory Board.

**Attachments:** Application on file, Dr. Alexis Davis.

**Prepared By:** Evan Johnston, Director of Parks & Recreation

**Date:** 1/30/2019

**ABSTRACT ROUTING:**

TC 2/4/2019

FD

TM 2/6/2019

Final 2/6/2019

**Supporting Documentation**

There are currently two (2) vacant Non-Resident positions on the Recreation Advisory Board (RAB). At this time, there is one (1) application of file in which applicant noted interest in serving on the RAB.

Staff has reviewed the application on file and recommends Dr. Alexis Davis be appointed to fill a vacant Non-Resident position. Staff believes Dr. Davis will make a great addition to the RAB!

**Budgetary Impact:** N/A.

**Recommendation:** Appoint Dr. Alexis Davis to Non-Resident position on the Recreation Advisory Board.

TOWN OF WINTERVILLE

Request for Appointments to Boards, Commissions and Committees of the Town of Winterville

Please indicate which board you are interested in serving on. If you are interested in more than one board, please list them by preference by using numbers (1, 2, 3, etc.)

- Board of Adjustment
Recreation and Parks Advisory Board
Mid-East Commission
Planning and Zoning Board
Tree Board
Stormwater Advisory Committee

Name: Dr. Alexis Poe Davis
Home Phone Number: 252-695-8389
Address: 3818 Sterling Pointe Dr., Unit J1
Business Phone Number: 919-658-7843
Employed By: University Of Mount Olive
Occupation: Asst. Professor of English
Name of High School Attended: J.H. Rose
College or University Attended: East Carolina University
How long have you been a resident of Winterville? 3 months
Have you served on a board/commission of the town? No
Current membership in organization and offices held: Member, WCC Small Business Advisory Board

Past membership in organizations and offices held:

State why you feel you would be an asset to this board/commission. Services offered by a town's Parks and Rec have a direct effect on the health and enjoyment of its citizens. I hope my background in education and in communication could help the town of Winterville deliver these vital services.

Signature: [Handwritten Signature] Date: 1/28/19

Please Return To: Town of Winterville Town Clerk's Office P.O. Box 1459 Winterville, NC 28590

This information requested below is optional.

Form with fields for Ethnic Group, Sex, U.S. Citizenship, and Birth Date. Includes handwritten 'x' marks for selections.





**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** February 11, 2019  
**Presenter:** Travis Welborn, Public Works  
Director

**Item to be Considered**

**Subject:** Clarification of Speed Limit Ordinances on Mill Street, Church Street, and Reedy Branch Road.

**Action Requested:** Approval of Ordinances.

**Attachments:** Municipal Certifications and Maps, Memorandum.

**Prepared By:** Travis Welborn, Public Works Director

**Date:** 1/31/2019

**ABSTRACT ROUTING:**

**TC:** 2/4/2019

**FD:**

**TM** 2/6/2019

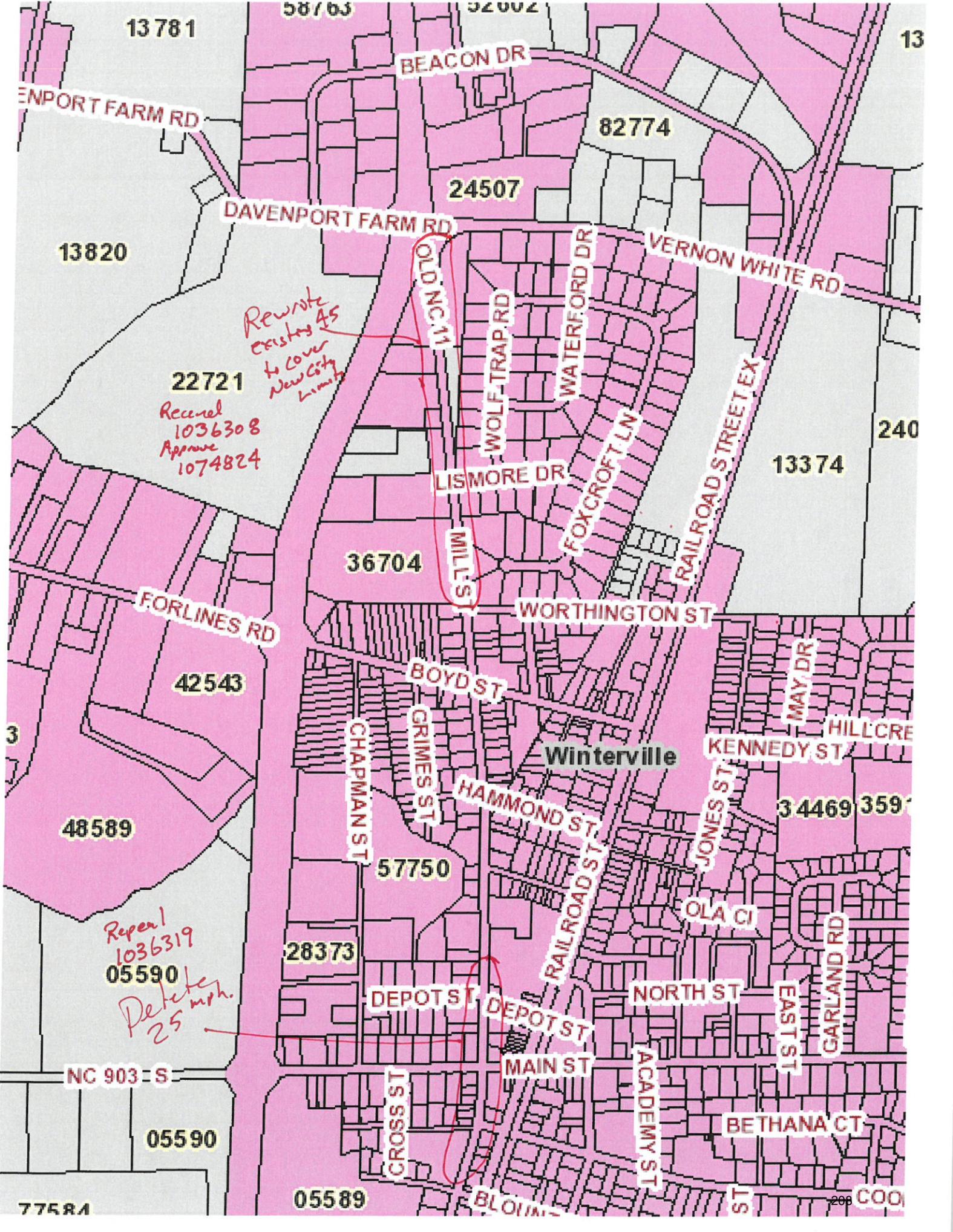
**Final:** 2/6/2019

**Supporting Documentation**

Based on a request from the Town Council the NCDOT is moving forward with installing speed limit signs on Mill Street at Reedy Branch Road. While investigating this request it was discovered that several of the speed limit ordinances for DOT streets within the Town limits had not been updated as the Town limits expanded. When an NCDOT street is annexed into the Town limits the default speed limit is automatically 35 MPH. The NCDOT has requested that Council approve the attached ordinances such that they match the new corporate limits and speed limit signs can be updated accordingly based on NCDOT recommendations. The ordinances are described in the attached memo.

**Budgetary Impact:** N/A.

**Recommendation:** Approval of Ordinances.



*Rewrite existing 45 to cover New City limits*

*Repeal 1036319 05590 Delete mph. 25*

Winterville

**Certification of Municipal Declaration  
To Repeal Speed Limits and Request for Concurrence**

---

Concurring State Ordinance Number: 1036308

Division: 2      County: PITT

Municipality: WINTERVILLE

Type: Municipal Speed Zones

Road: SR 1149

Car: 45 MPH

Truck: 45 MPH

Description: SR 1149 from Worthington Street, a point 0.10 mile north of SR 1129, northward to the northern corporate limit of Winterville, a point 0.18 mile south of SR 1130.

---

**Municipal Certification**

I, \_\_\_\_\_, Clerk of \_\_\_\_\_, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the repeal of speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my hand and the municipal seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(municipal seal)

---

**Department of Transportation Approval**

Division: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Region: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

---

**Certification of Municipal Declaration  
To Enact Speed Limits and Request for Concurrence**

---

**Concurring State Ordinance Number:** 1074824

**Division:** 2      **County:** PITT

**Municipality:** WINTERVILLE

**Type:** Municipal Speed Zones

**Road:** SR 1149

**Car:** 45 MPH

**Truck:** 45 MPH

**Description:** Between Worthington Road and Winterville Parkway

---

**Municipal Certification**

I, \_\_\_\_\_, Clerk of \_\_\_\_\_, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my

hand and the municipal seal this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(municipal seal)

---

**Department of Transportation Approval**

Division: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Region: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

---

**Certification of Municipal Declaration  
To Repeal Speed Limits and Request for Concurrence**

---

**Concurring State Ordinance Number:** 1036319

**Division:** 2      **County:** PITT

**Municipality:** WINTERVILLE

**Type:** Municipal Speed Zones

**Road:** SR 1149

**Car:** 25 MPH

**Truck:** 25 MPH

**Description:** SR 1149 from a point 0.15 mile south of SR 1133 northward to a point 0.15 mile north of SR 1133.

---

**Municipal Certification**

I, \_\_\_\_\_, Clerk of \_\_\_\_\_, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the repeal of speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my  
hand and the municipal seal this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(municipal seal)

---

**Department of Transportation Approval**

**Division:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Region:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**Certification of Municipal Declaration  
To Repeal Speed Limits and Request for Concurrence**

---

Concurring State Ordinance Number: 1036309

Division: 2      County: PITT

Municipality: WINTERVILLE

Type: Municipal Speed Zones

Road: SR 1149

Car: 45 MPH

Truck: 45 MPH

Description: SR 1149 from the southern corporate limit of Winterville, a point 0.25 mile south of SR 1713, northward to Liberty Street, a point 0.30 mile north of SR 1713

---

**Municipal Certification**

I, \_\_\_\_\_, Clerk of \_\_\_\_\_, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the repeal of speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my  
hand and the municipal seal this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(municipal seal)

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**Department of Transportation Approval**

Division: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Region: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Certification of Municipal Declaration  
To Enact Speed Limits and Request for Concurrence**

---

Concurring State Ordinance Number: 1074825

Division: 2      County: PITT

Municipality: WINTERVILLE

Type: Municipal Speed Zones

Road: SR 1149

Car: 45 MPH

Truck: 45 MPH

Description: Between a point 175 feet south of Emily Drive and a point 150 feet south of Liberty Street.

---

**Municipal Certification**

I, \_\_\_\_\_, Clerk of \_\_\_\_\_, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my  
hand and the municipal seal this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(municipal seal)

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**Department of Transportation Approval**

Division: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Region: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Certification of Municipal Declaration  
To Enact Speed Limits and Request for Concurrence**

---

**Concurring State Ordinance Number:** 1074826

**Division:** 2      **County:** PITT

**Municipality:** WINTERVILLE

**Type:** Municipal Speed Zones

**Road:** SR 1149

**Car:** 55 MPH

**Truck:** 55 MPH

**Description:** Between SR 1131 and a point 175 feet south of Emily Drive.

---

**Municipal Certification**

I, \_\_\_\_\_, Clerk of \_\_\_\_\_, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my  
hand and the municipal seal this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(municipal seal)

---

**Department of Transportation Approval**

Division: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Region: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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**Certification of Municipal Declaration  
To Enact Speed Limits and Request for Concurrence**

---

**Concurring State Ordinance Number:** 1074827

**Division:** 2      **County:** PITT

**Municipality:** WINTERVILLE

**Type:** Municipal Speed Zones

**Road:** SR 1714

**Car:** 55 MPH

**Truck:** 55 MPH

**Description:** Between SR 1131 (Reedy Branch Rd) and a point 1700 feet south of SR 1713 (Laurie Ellis Rd).

---

**Municipal Certification**

I, \_\_\_\_\_, Clerk of \_\_\_\_\_, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my  
hand and the municipal seal this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(municipal seal)

---

**Department of Transportation Approval**

**Division:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Region:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**Certification of Municipal Declaration  
To Enact Speed Limits and Request for Concurrence**

---

**Concurring State Ordinance Number:** 1074828

**Division:** 2      **County:** PITT

**Municipality:** WINTERVILLE

**Type:** Municipal Speed Zones

**Road:** SR 1714

**Car:** 45 MPH

**Truck:** 45 MPH

**Description:** Between a point 1700 feet south of SR 1713 (Laurie Ellis Rd) and SR 1713.

---

**Municipal Certification**

I, \_\_\_\_\_, Clerk of \_\_\_\_\_, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my

hand and the municipal seal this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(municipal seal)

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**Department of Transportation Approval**

Division: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Region: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

---

**Certification of Municipal Declaration  
To Enact Speed Limits and Request for Concurrence**

---

**Concurring State Ordinance Number:** 1074829

**Division:** 2      **County:** PITT

**Municipality:** WINTERVILLE

**Type:** Municipal Speed Zones

**Road:** SR 1131

**Car:** 55 MPH

**Truck:** 55 MPH

**Description:** Between a point 900 feet east of SR1714 (Church St) and SR 1149 (Mill St).

---

**Municipal Certification**

I, \_\_\_\_\_, Clerk of \_\_\_\_\_, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my  
hand and the municipal seal this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(signature)

(municipal seal)

---

**Department of Transportation Approval**

Division: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Region: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

---

**Certification of Municipal Declaration  
To Enact Speed Limits and Request for Concurrence**

---

**Concurring State Ordinance Number:** 1074830

**Division:** 2      **County:** PITT

**Municipality:** WINTERVILLE

**Type:** Municipal Speed Zones

**Road:** SR 1131

**Car:** 50 MPH

**Truck:** 50 MPH

**Description:** Between SR 1149 (Mill St) and NC11 (Winterville Parkway).

---

**Municipal Certification**

I, \_\_\_\_\_, Clerk of \_\_\_\_\_, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my

hand and the municipal seal this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(signature)

(municipal seal)

---

**Department of Transportation Approval**

Division: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Region: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

---



2571 Railroad Street  
PO Box 1459  
Winterville, NC 28590

Phone: (252) 215-2344  
Fax: (252) 215-2450  
www.wintervillenc.com

## Memorandum

To: Town Council

From: Travis Welborn, Public Works Director

Date: February 1, 2019

Subject: Speed Limits on NCDOT Streets in Town Limits

The NCDOT is recommending that speed limit ordinances be adopted for Mill Street, Church Street, and Reedy Branch Rd. within the Town's corporate limits in order to update the speed limit on these streets due to changes in the Town's corporate limits. When an NCDOT street is annexed into the Town's limits the speed limit automatically becomes 35 MPH unless both the Town and NCDOT adopt an ordinance establishing a lower or high speed limit. The following ordinances are proposed by NCDOT to establish appropriate speed limits on the new sections of these streets that have been annexed into the Town since the last ordinances were adopted.

1. Ordinance #1036308 is the existing ordinance for the 45 MPH zone on Mill St. from Worthington St. to the old corporate limits south of Vernon White Rd. This ordinance will need to be repealed and a new ordinance (#1074824) approved. The new ordinance simply extends the 45 MPH zone to the end of Mill St. at Winterville Parkway since the entire street is now within the corporate limits.
2. Ordinance #1036319 is proposed by NCDOT to repeal the 25 MPH zone on Mill St. that extends 750 LF in either direction from its' intersection with Main St. This ordinance was adopted in 1997 however it does not appear that signage was ever installed or the speed limit enforced. DOT recommends repealing this ordinance such that this section of road will revert back to a 35 MPH speed limit, which is in essence what it has been enforced as the entire time.
3. Ordinance #1036309 is the existing ordinance for the 45 MPH zone on Mill St. south of Liberty Street. Currently this zone extends southward from Liberty St. to a point slightly south of Laurie Ellis Rd. which was the old corporate limits. NCDOT proposes to repeal this ordinance and enact a new ordinance that extends the 45 MPH zone further south to the new corporate limits (Ordinance #1074825). The new 45 MPH zone will be from a point 150 LF south of Liberty St. to a point 175 LF south of Emily Dr. Proposed Ordinance #1074826 will cover the remaining portion of Mill St. out to Reedy Branch Rd. and this portion will remain at 55 MPH.

4. Ordinance #1074827 is proposed to enact a 55 MPH speed limit on Church St. from Reedy Branch Rd. to a point approximately 1,700 LF south of Laurie Ellis Rd. This is due to the change in the corporate limits and is recommended by NCDOT.
5. Ordinance #1074828 is proposed to enact a 45 MPH speed limit on Church St. from Laurie Ellis Rd. to a point approximately 1,700 LF south of Laurie Ellis Rd. This is due to the change in the corporate limits and is recommended by NCDOT.
6. Ordinance #1074829 is proposed to establish a 55 MPH speed limit on Reedy Branch Rd. from a point 900 LF east of Church St. all the way to Mill St. This is due to a change in the corporate limits and is recommended by NCDOT.
7. Ordinance #1074830 is proposed to establish a speed limit of 50 MPH on Reedy Branch Rd. from Mill St. to Winterville Parkway per NCDOT recommendation.