

AGENDA
Lower Cape Fear Water & Sewer Authority
1107 New Pointe Boulevard, Suite # 17, Leland, North Carolina
8:30 a.m. – Personnel Committee Meeting
February 10, 2025

MEETING CALL TO ORDER: Chairman DeVane

DISCUSSION: Salary Survey 2024-2025

ACTION/DIRECTION: Discussion and additional materials presented.

FUTURE MEETINGS: TBD

ADJOURNMENT



AGENDA
Lower Cape Fear Water & Sewer Authority
1107 New Pointe Boulevard, Suite # 17, Leland, North Carolina
9:00 a.m. – Regular Monthly Board Meeting
February 10, 2025

MEETING CALL TO ORDER: Chairman DeVane

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF CONSENT AGENDA

- C1 – Minutes of January 13, 2025, Regular Board Meeting
- C2 – Minutes of January 13, 2025, Personnel Committee Report
- C3 – Kings Bluff Monthly Operations and Maintenance Report
- C4 – Bladen Bluffs Monthly Operations and Maintenance Reports
- C5 – HDR Scope Revisions from Approved Resolutions in November 2024
- C6 – Holiday and Leave Policies Update
- C7 – Line-Item Adjustment for December 31, 2024

NEW BUSINESS

- NB1 – Resolution Awarding Annual Audit Contract for Fiscal Year Ending June 30, 2024, to Thompson, Price, Scott, Adams & Co. P.A. in the Amount of \$9,000.00
- NB2 – Recommendation to purchase a Valve Exerciser for Kings Bluff Raw Water Plant
- NB3 – Design Builders Contract Amendment for Phase 2 B, Parallel Line Project
- NB4 – Resolution of the Lower Cape Fear Water & Sewer Authority Board to Directors to award the Phase II Engineering Services of Desing and Bid Proposal Associated with the Kings Bluff Raw Water Pump Station Air Backwash Building and Access Walkway Replacement

ENGINEER'S COMMENTS

ATTORNEY COMMENTS

EXECUTIVE DIRECTOR REPORT

- EDR1 – Comments on Customers' Water Usage and Raw Water Revenue for Fiscal Year to Date Ending January 31, 2025
- EDR2 – Operating Budget Status, Ending December 31, 2024
- EDR3 – Summary of Activities

DIRECTOR'S COMMENTS AND/OR FUTURE AGENDA ITEMS

PUBLIC COMMENT

ADJOURNMENT

The next board meeting of the Lower Cape Fear Water & Sewer Authority is scheduled for Monday, March 10th at 9:00 a.m. in the Authority's office located at 1107 New Pointe Boulevard, Suite 17, Leland, North Carolina.

AGENDA ITEM

To: CHAIRMAN DEVANE AND BOARD MEMBERS

From: TIM H. HOLLOMAN, EXECUTIVE DIRECTOR

Date: February 13, 2025

Re: Consent Agenda

Reviewed and approved as to form: MATTHEW A. NICHOLS, AUTHORITY ATTORNEY

Please find enclosed the items of a routine nature for consideration and approval by the Board of Directors with one motion. However, that does not preclude a board member from selecting an item to be voted on individually, if so desired.

- C1** – Minutes of January 13, 2025, Regular Board Meeting
- C2** – Minutes of January 13, 2025, Personnel Committee Meeting
- C3** – Kings Bluff Monthly Operations and Maintenance Report
- C4** – Bladen Bluffs Monthly Operations and Maintenance Report
- C5** – Revised Scope of Work for Project 1 and Project 2 for HDR, Owner's Advisor
- C6** – Holiday and Leave Policies Update
- C7** – Line-Item Adjustment for December 31, 2024

Action Requested: Motion to approve/disapprove Consent Agenda.

Lower Cape Fear Water & Sewer Authority
Regular Board Meeting Minutes
January 13th, 2025

Chairman Devane called to order the Authority meeting scheduled on January 13th, 2025, at 9:00 a.m. and welcomed everyone present. The meeting was held at the Authority's office located at 1107 New Pointe Boulevard, Suite 17, Leland, North Carolina. Director Leonard gave the invocation.

Roll Call by Chairman DeVane:

Present: Norwood Blanchard, Patrick DeVane, Wayne Edge, Harry Knight, Al Leonard, Scott Phillips, Charlie Rivenbark, Chris Smith, Bill Sue, Frank Williams, and Rob Zapple

Present by Virtual Attendance: Jerry Groves and Saffo

Absent: Phil Tripp

Staff: Tim H. Holloman, Executive Director; Matthew Nichols, General Counsel; Sam Boswell, COG; Tony Boahn P.E., McKim & Creed; Jess Powell P.E., McKim & Creed; and Danielle Hertzog, Financial Administration Assistant

Guests Present: Devon Moore, Computer Warriors; Anthony Colon, Pender County Utilities Director; James Proctor, Pender County Deputy Director of Utilities; Glenn Walker, Brunswick County Water Resources Manager; David Carson, Brunswick County Kings Bluff Water Resource Supervisor; Benjamin Kearns, Cape Fear Public Utility Authority Water Recourses Manager Water Treatment; and Austin Eubanks, Thompson Price, Scott, Adams & Co., P.A.

Guests Virtual Attendance: Heidi Cox, NC DEQ Regional Engineering Supervisor, Division of Water Infrastructure; John Nichols, Brunswick County Public Utilities Director; and Kevin Morris, Cape Fear Public Utility Authority Deputy Director

PLEDGE OF ALLEGIANCE: Chairman DeVane led the Pledge of Allegiance.

APPROVAL OF CONSENT AGENDA

C1 – Minutes of December 9, 2024, Regular Board Meeting

C2 – Kings Bluff Monthly Operations and Maintenance Report

C3 – Bladen Bluffs Monthly Operations and Maintenance Reports

Motion: Director Leonard **MOVED**; seconded by Director Blanchard, approval of the Consent Agenda Items C1-C3. Upon voting, the **MOTION CARRIED UNANIMOUSLY**.

PRESENTATION TO: Harry Knight, New Hanover County, by Chairman Patrick DeVane

Chairman DeVane presented Director Knight with a certificate and gift card in recognition and appreciation for his distinguished service to the Authority for serving as Chairman in 2024.

NEW BUSINESS

NB1- Presentation of Annual Audit Report for Fiscal Year Ending June 30, 2024

Mr. Austin Eubanks reviewed a PowerPoint summarization of the audit report, a copy of which is hereby incorporated as part of these minutes. He explained the primary task of the audit firm is to reach an opinion on the financial statements as a whole. The audit findings resulted in an unmodified opinion of a clean report with no material misstatements and a net position of increase in assets by over one million dollars. He reported the records were in good order, and all required audit procedures were performed with complete access to management and information without any limitations. There were no instances of material errors, misrepresentation, or non-compliance. He reviewed a summary of essential audit items, including cash/cash equivalents, total revenue, and total expenses.

Executive Director Holloman wanted it noted as a hard copy or PDF file of the *Annual Financial Report for the Year Ended June 30, 2024*, available upon request.

Motion: Director Williams **MOVED**; seconded by Director Knight, approval of the Annual Financial Report for the Year Ended June 30, 2024. Upon voting, the **MOTION CARRIED UNANIMOUSLY**.

NB2- Appointment of Calendar Year 2025 Finance Committee by Chairman DeVane

Chairman DeVane noted the members he appointed to the Finance Committee for the calendar year 2025, including:

Patrick DeVane, Chairman
 Scott Phillips
 Al Leonard
 Charlie Rivenbark
 Norwood Blanchard
 Harry Knight

Motion: Director Williams **MOVED**; seconded by Director Zapple, approval to Appointment of Calendar Year 2025 Finance Committee by Chairman DeVane. Upon voting, the **MOTION CARRIED UNANIMOUSLY**.

NB3 – Appointment of Calendar Year 2025 Personnel Committee by Chairman DeVane

Chairman DeVane noted the members he appointed to the Personnel Committee for the calendar year 2025, including:

Patrick DeVane, Chairman
 Scott Phillips
 Al Leonard
 Charlie Rivenbark
 Norwood Blanchard
 Harry Knight
 Matt Nichols

Motion: Director Williams **MOVED**; seconded by Director Zapple, motion to approve Appointment of Calendar Year 2025 Personnel Committee by Chairman DeVane. Upon voting, the **MOTION CARRIED**.

NB4 – Appointment of Calendar Year 2025 Long Range Planning Committee by Chairman DeVane

Chairman DeVane noted the members he appointed to the Long-Range Planning Committee for the calendar year 2025, including:

Patrick DeVane, Chairman
 Scott Phillips
 Al Leonard
 Charlie Rivenbark
 Norwood Blanchard
 Harry Knight
 Phil Tripp
 Frank Williams
 Rob Zapple
 John Nichols
 Glenn Walker - alternate for John Nichols if he is unable to attend.
 Ken Waldroup
 Anthony Colon

Motion: Director Williams **MOVED**; seconded by Director Zapple, approval to Appointment of Calendar Year 2025 Long Range Planning Committee by Chairman DeVane with adding Glenn Walker. Upon voting, the **MOTION CARRIED**.

NB5- Consider adoption of a resolution regarding the delivery method of the Kings Bluff walkway

Executive Director Holloman advised this resolution is for a traditional design, bid, build for the Kings Bluff walkway.

Motion: Director Blanchard **MOVED**; seconded by Director Phillips, approval of the Resolution of the Lower Cape Fear Water & Sewer Authority Board to Directors to pursue Traditional Design, Bid, and Build Project Delivery Method for the Kings Bluff Raw Water Pump Station Air Backwash Building and Access Walkway , Project. Upon voting, the **MOTION CARRIED UNANIMOUSLY**.

NB6- Consider approval of proceed with Phase II Engineering work for walkway replacement

Motion: Director Zapple **MOVED**; seconded by Director Edge, approval of the Resolution of the Lower Cape Fear Water & Sewer Authority Board to Directors to processed with Phase II Engineering work for the Kings Bluff Raw Water Pump Station Air Backwash Building and Access Walkway Replacement. Upon voting, the **MOTION CARRIED UNANIMOUSLY.**

NB7- Budget Amendment #2

Executive Director Holloman advised moving operating funds to the R&R account due to the FY 2023-2024 audit.

Motion: Director Phillips **MOVED**; seconded by Director Leonard, approval of Budget Amendment #2. Upon voting, the **MOTION CARRIED UNANIMOUSLY.**

ENGINEER’S COMMENTS

No comments.

ATTORNEY COMMENTS

No comments.

EXECUTIVE DIRECTOR REPORT

EDR1 – Comments on Customers’ Water Usage and Raw Water Revenue for Fiscal Year to Date Ending December 31, 2024

Executive Director Holloman reported that during December, all customers were under projections.

DIRECTOR’S COMMENTS AND/OR FUTURE AGENDA ITEMS

Director Phillips wants to ensure that LCFWASA is ready for the new developments, moving into Brunswick County so that we can sustain the growth.

PUBLIC COMMENT

No comments.

ADJOURNMENT

There being no further business, Chairman DeVane adjourned the meeting at 9:40 a.m.

Respectfully Submitted:

Al Leonard, Secretary

Lower Cape Fear Water & Sewer Authority

Personnel Committee Meeting Minutes

January 13th, 2025

Chairman DeVane called to order the Personnel Committee Meeting on January 13th, 2025, at 8:35 a.m. The meeting was held at the Authority's office located at 1107 New Pointe Boulevard, Suite 17, Leland, North Carolina.

Present: Norwood Blanchard, Patrick DeVane, Harry Knight, Al Leonard, Scott Phillips, and Charlie Rivenbark

Present by Virtual Attendance: none

Absent: None

Staff: Tim Holloman, Executive Director; Matthew Nichols, General Counsel; Sam Boswell, COG; and Danielle Hertzog, Financial Administrative Assistant

Guest: Director Wayne Edge; Director Bill Sue; Devon Moore, Computer Warriors; Benjamin Kearns, Cape Fear Public Utility Authority Water Recourses Manager Water Treatment

Presentation: Salary Survey 2024-2025

Executive Director Holloman advised that this is a standard salary study, and it was completed in-house. He has been with the Authority for five years and cannot see where salary study has been completed before. Going forward, he would like to complete salary study every five years. A copy of the PowerPoint will be included within the minutes. Director Phillips asked if Executive Director Holloman could get an updated job description and return the information to the Personnel Committee.

Presentation: Consider Amending Holiday Schedule Section 5.7

Executive Director Holloman proposed adding a third day for Christmas. Currently, LCFWASA has two days at Christmas, the 24th and 25th. It would be the 24th, 25th, and 26th in the future.

Motion: Director Rivenbark **MOVED**; seconded by Director Blanchard, to take the Amending Holiday Schedule to the full board. Upon voting, the **MOTION CARRIED UNANIMOUSLY**.

ADJOURNMENT

There being no further business, Chairman DeVane adjourned the meeting at 8:48 a.m.

Respectfully Submitted,

Tim Holloman, Executive Director

BRUNSWICK COUNTY PUBLIC UTILITIES

Kings Bluff Pump Station/LCFWASA

246 Private Rd. 703

Riegelwood, NORTH CAROLINA 28456

MAILING ADDRESS
P. O. Box 249
BOLIVIA, NORTH CAROLINA 28422

TELEPHONE (910) 655-4799
FAX (910) 655-4798

TO: Tim Holloman

FROM: David Carson

DATE: 2/1/2025

SUBJECT: Monthly maintenance report for January 2025

Mr. Holloman,

The Maintenance and Operations of the King's Bluff facility (KB) for the month of January were performed as prescribed in the station SOP'S and other items are as follows. The diesel drive booster pumps along with the standby System Computer and Data Acquisition (SCADA) generator located at the raw tank and the SCADA generator located at INVISTA / CFPUA vaults off HWY 421 were run and tested weekly and verified standby ready.

KB personnel completed all locates issued by the Boss 811 system.

KB personnel installed vacuum breaker at raw tank.

KB personnel assisted I&E with trouble shooting and diagnosing communication failure at S.C.A.D.A. building at raw tank as well as replacing control panel on Gen. #1.

KB personnel installed new L.E.D. lights at generator building and in V.F.D. room as well.

KB personnel replaced unit heater in gallery of pump room #4 & #5.

KB personnel reorganized oil room for more efficiency and ease of use.

KB personnel inspected the entirety of water line on the right of way for snow event/ extreme cold.

KB personnel performed maintenance on both the Chevy and Dodge vehicles.

KB personnel calibrated YSI meter (water quality meter) in gallery of pump room 4&5.

KB personnel performed maintenance on Nicad batteries UPS system at generator building.

KB personnel installed latch type lock on door at the back wash building as per Annual Inspection.

KB personnel walked length of waterline and added water line markers, inspected pipe delivery for waterline extension project.

Contractors:

Pursuit Cleaning came to Kings Bluff offices for weekly cleaning.

Lord and Co

Pitt Electric

Koala Insulation

David Carson

Smithfield®

To: Tim Holloman - LCFWASA

From: James Kern – Bladen Bluffs SWTP ORC

Date: 2/3/25

Subject: January 2025 Operations

During the month of January, Bladen Bluffs SWTP operated a total of 23 days, treating 60.15 million gallons of water.

We used:

35,783 lbs. of aluminum sulfate (Alum)

8,054 lbs. of sodium hydroxide (Caustic)

1,065 lbs. of sodium hypochlorite (2,139 gallons of 6% Chlorine Bleach)

James Kern
Water Treatment Plant
Supervisor

(910) 862-3114
(910) 862-3146
(910) 733-0016 mobile
jkern@smithfield.com

Smithfield.
Good food. Responsibly.®

Bladen Bluffs Surface Water Treatment
Plant
17014 Highway 87 West
Tar Heel, NC 28392
www.smithfieldfoods.com

Bladen Bluffs SWTP Maintenance Report

Date: 2/3/2025

ISSUE:

PLAN OF ACTION:

All PLC need updated	Getting new quote – Using new company
Vault intrusion electrical needs replaced	Using in house electricians
Need to do full chemical pump PM	Working with Tencarva on current repairs
Issue with polymer pump #1	Working with Tencarva
Auto mechanism on louvers not working – blower room	FIXED
Lagoons needs to be cleaned out	IN PROGRESS
Piping for diesel fuel needs painting	Power washing COMPLETE – scheduling painting
Leaks in water hose supply lines	IN PROGRESS – Partially complete
Multiple flooded vaults	Pumping out and getting plan in place
Corrosion on exposed GAC	Power washing COMPLETE – scheduling painting
Leak on chlorine day tank	Have parts – scheduling repair – holidays delayed
Corrosion on column in chemical building	Will repair after leaking hose is replaced
Blower room needs to be cleaned	Will do thorough cleaning after louver is repair
FCV filter #2 NA	Have to replace electronics kit - Scheduled
BW valve filter #1 NA	FIXED

Highlighted items are items noted on annual engineer inspection.

Monthly Operating Reports (MORs) Summary

(No user data entry – all values are auto-populated.)

Year: <u>2025</u>	PWS Name: <u>Bladen Bluffs Water System</u>	PWSID#: <u>NC5009012</u>
Month: <u>January</u>	Facility Name: <u>Bladen Bluff</u>	

Combined Filter Effluent (CFE) Turbidity

Samples exceeding 1 NTU (count): <u>0</u>	Number of samples required: <u>118</u>
Samples exceeding .3 NTU (count): <u>0</u>	Number of samples taken: <u>118</u>
Samples exceeding .3 NTU (pct): <u>0.0%</u>	Highest single turbidity reading NTU: <u>0.172</u>
	Monthly average turbidity NTU: <u>0.099</u>

Individual Filter Effluent (IFE) Turbidity

1) Was each filter <u>continuously</u> monitored for turbidity?	Yes	<u>X</u>	No	
2) Was each filter's monitoring results <u>recorded every 15 minutes</u> ?	Yes	<u>X</u>	No	
3) Was there a failure of the continuous turbidity monitoring equipment?	Yes		No	<u>X</u>
4) Was any individual filter turbidity level > 1.0 NTU in two consecutive measurements ?	Yes		No	<u>X</u>
5) Was any individual filter turbidity level > 0.5 NTU in two consecutive measurements at the end of 4 hours of operation after the filter has been backwashed or otherwise taken offline ?	Yes		No	<u>X</u>
6) Was any individual filter turbidity level > 1.0 NTU in two consecutive measurements in each 3 consecutive months ?	Yes		No	<u>X</u>
7) Was any individual filter turbidity level > 2.0 NTU in two consecutive measurements in 2 consecutive months ?	Yes		No	<u>X</u>

Entry Point Residual Disinfectant Concentration (EPRD)

Disinfectant Used <u>Chlorine</u>	Number of samples required <u>118</u>
Minimum EPRD concentration <u>0.8900</u>	Number of samples taken <u>118</u>

Distribution Residual Disinfectant Concentration

Number of samples under 0.010 mg/L (without any detectable) excluding where HPC is ≤ 500/mL	<u>0</u>
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Contact Time (CT) Ratio

Lowest CT ratio reading <u>9.60</u>	Number of CT ratios required <u>23</u>
Number of CT ratios below 1.0 <u>0</u>	Number of CT ratios calculated <u>23</u>

Remarks From General Info Worksheet

By checking this box, the ORC certifies that the requirements of 15A NCAC 18C .1301 "General Requirements", .1302 "Tests, Forms, and Reporting", and .1303 "Facility Oversight" have been met for the month of January, 2025 and that records documenting compliance with this rule are maintained on the premises and available for inspection upon request.

AGENDA ITEM

To: CHAIRMAN DEVANE AND BOARD MEMBERS

From: TIM H. HOLLOMAN, EXECUTIVE DIRECTOR

Date: February 10, 2025

Re: Revised Scope of Work for Project 1 and Project 2 for HDR, Owner's Advisor

Reviewed and approved as to form: MATTHEW A. NICHOLS, AUTHORITY ATTORNEY

Background: To meet project funding and planning requirements, and in consultation with LCFWASA's Owner-Advisor and participating entities, the 10-mile phased parallel raw water line project has been divided into two distinct phases:

Project #1: Encompasses the first approximately 7 miles of pipeline.

Project #2: Covers the remaining approximately 3 miles of the pipeline.

This division will support more efficient allocation of resources and align with funding parameters.

At the November 2024 Regular Board Meeting, there were several questions about HDR services as owner's advisor. Resolutions were passed to approve HDR's scope of work for Project 1, Phase 2 and Project 2, Phase 1 with the understanding that Jason Cook, PE with HDR made a presentation to the Board at the December 2024 Regular Board meeting and scopes would be confirmed by the Board at a later date.

**LOWER CAPE FEAR WATER AND SEWER AUTHORITY RESOLUTION AUTHORIZING
AMENDMENT TO OWNER-ADVISOR'S SCOPE OF SERVICES FOR PROJECT #1 OF
PHASED 10-MILE PARALLEL RAW WATER LINE PROJECT**

WHEREAS, the Lower Cape Fear Water and Sewer Authority ("LCFWASA" or "Authority") serves Brunswick, Bladen, Pender, New Hanover, Columbus Counties, and the City of Wilmington with a Board of Directors representing those local governments. As the largest regional water system in Eastern North Carolina, the Authority's primary role is to provide raw water from the Cape Fear to supply treatment facilities that serve 550,000 customers;

WHEREAS, on October 10, 2022, the Authority's Board of Directors passed a Resolution authorizing a phased 10-mile parallel raw water line project, subject to appropriate funding (the "Project");

WHEREAS, on November 14, 2022, the Authority's Board of Directors passed a Resolution authorizing seeking a firm to act as Owner's Advisor for the Authority as an extension of staff aligning the entire integrated Project team with the Owner's priorities throughout the course of the Project;

WHEREAS, on January 12, 2023, the Authority's Board of Directors passed a Resolution awarding the contract for Owner-Advisor for the Project to HDR Engineering Inc. of the Carolinas ("HDR");

WHEREAS, on February 13, 2023, the Authority's Board of Directors authorized the Scope of Services with HDR as Owner-Advisor for preconstruction services related to the first approximately 7 miles of the Project;

WHEREAS, due to project funding and planning requirements, upon consultation with LCFWASA's Owner-Advisor and participating entities, LCFWASA has divided the phased 10-mile parallel raw water line project into Project #1, which consists of the first approximately 7 miles of the project, and Project #2, which consists of the remaining approximately 3 miles of the Project;

WHEREAS, Project #1 consists of multiple phases, including Phases 1A and 1B for preconstruction services and Phases 2A and 2B for final design and construction services;

WHEREAS, LCFWASA has now agreed upon a scope of services with Owner-Advisor HDR for Phases 2A and 2B of Project #1 of the phased 10-mile parallel raw water line project; and

WHEREAS, LCFWASA wishes to amend its agreement with HDR as Owner-Advisor to include the agreed-upon scope of services for Phase 2A and 2B of Project #1, of the phased 10-mile parallel raw water line project as set forth in "Amendment 1" dated October 6, 2024, in a not-to-exceed amount of \$578,800.

NOW, THEREFORE, BE IT RESOLVED, by the Chairman and the Directors of the Lower Cape Fear Water and Sewer Authority, that the Authority hereby approves an amendment to its agreement with HDR Engineering Inc. of the Carolinas for the scope of services as Owner-Advisor to LCFWASA for Project #1, Phase 2A and 2B, of the phased 10-mile parallel water line project, as set forth in "Amendment 1" dated

October 6, 2024, in a not-to-exceed amount of \$578,800. The Chairman and Executive Director are authorized to execute all required contract documents with HDR Engineering Inc. of the Carolinas consistent with this Resolution, subject to review and approval as to form by the Authority's attorney.


THEREFORE, BE IT FURTHER RESOLVED, that a copy of this Resolution be recorded in the permanent minutes of this Board.

Adopted this 18 day of November, 2024.



Harry Knight, Chairman

ATTEST:



Scott Phillips, Secretary

**LOWER CAPE FEAR WATER AND SEWER AUTHORITY RESOLUTION APPROVING
OWNER-ADVISOR'S SCOPE OF SERVICES FOR PROJECT #2 OF PHASED 10-MILE
PARALLEL RAW WATER LINE PROJECT**

WHEREAS, the Lower Cape Fear Water and Sewer Authority (“LCFWASA” or “Authority”) serves Brunswick, Bladen, Pender, New Hanover, Columbus Counties, and the City of Wilmington with a Board of Directors representing those local governments. As the largest regional water system in Eastern North Carolina, the Authority’s primary role is to provide raw water from the Cape Fear to supply treatment facilities that serve 550,000 customers;

WHEREAS, on October 10, 2022, the Authority’s Board of Directors passed a Resolution authorizing a phased 10-mile parallel raw water line project, subject to appropriate funding (the “Project”);

WHEREAS, on November 14, 2022, the Authority’s Board of Directors passed a Resolution authorizing seeking a firm to act as Owner’s Advisor for the Authority as an extension of staff aligning the entire integrated Project team with the Owner’s priorities throughout the course of the Project;

WHEREAS, on January 12, 2023, the Authority’s Board of Directors passed a Resolution awarding the contract for Owner-Advisor for the Project to HDR Engineering Inc. of the Carolinas (“HDR”);

WHEREAS, on February 13, 2023, the Authority’s Board of Directors authorized the Scope of Services with HDR as Owner-Advisor for preconstruction services related to the first approximately 7 miles of the Project;

WHEREAS, due to project funding and planning requirements, upon consultation with LCFWASA’s Owner-Advisor and participating entities, LCFWASA has divided the phased 10-mile parallel raw water line project into Project #1, which consists of the first approximately 7 miles of the project, and Project #2, which consists of the remaining approximately 3 miles of the Project;

WHEREAS, Project #2 consists of two phases, including Phase 1 for preconstruction services and Phase 2 for final design and construction services;

WHEREAS, LCFWASA has now agreed upon a scope of services with Owner-Advisor HDR for Phase 1 of Project #2 of the phased 10-mile parallel raw water line project; and

WHEREAS, LCFWASA wishes to approve HDR’s scope of services as Owner-Advisor for Project #2, Phase 1, of the phased 10-mile parallel water line project as set forth on the “Scope of Services” document for Project #2 dated October 6, 2024, in a not-to-exceed amount of \$195,000.

NOW, THEREFORE, BE IT RESOLVED, by the Chairman and the Directors of the Lower Cape Fear Water and Sewer Authority, that the Authority hereby approves the scope of services for HDR Engineering Inc. of the Carolinas as Owner-Advisor to LCFWASA for Project #2, Phase 1 of the Phased 10-Mile Parallel Water Line Project, as set forth in the “Scope of Services” document dated October 6, 2024, in a not-to-

exceed the amount of \$195,000. The Chairman and Executive Director are authorized to execute all required contract documents with HDR Engineering Inc. of the Carolinas consistent with this Resolution, subject to review and approval as to form by the Authority's attorney.


THEREFORE, BE IT FURTHER RESOLVED, that a copy of this Resolution be recorded in the permanent minutes of this Board.

Adopted this 18 day of November, 2024.



Harry Knight, Chairman

ATTEST:



Scott Phillips, Secretary



AMENDMENT 1

LOWER CAPE FEAR WATER AND SEWER AUTHORITY PROJECT 1 - OWNER ADVISOR FOR 54" RAW WATER TRANSMISSION MAIN

January 8, 2024

Background and Scope of Services

Background

Lower Cape Fear Water and Sewer Authority's (LCFWASA) has elected to install approximately 10-miles of new 54-inch transmission main to improve conveyance of raw water. LCFWASA divided the 10-miles of new main into two separate projects. Project 1 includes 7-miles of new 54-inch transmission main between the existing 3-MG ground storage tank by the North Brunswick Water Treatment Plant and Pender County's raw water connection. Project 2 includes approximately 3-miles of new 54-inch main between Pender County's raw water connection and Cape Fear Public Utility Authority's (CFPUA) raw water connection off US Highway (HWY) 421.

LCFWASA elected to utilize Progressive Design-Build (PDB) for Project 1 and Project 2, with Garney Companies, Inc. (Garney) being selected as the Design-Builder (DB) for both Projects. HDR Engineering, Inc. of the Carolinas (HDR) is currently serving as LCFWASA's Owner Advisor (OA) on Project 1. Project 1 has been broken into two segments to capture early procurement opportunities and start construction sooner. Segment A is located between the 3-MG ground storage tank by Brunswick County's Water Treatment Plant to Mount Misery Road and Segment B is located from Mount Misery Road to Pender County's raw water connection.

Project 1 is being delivered in multiple phases: Phase 1A – Preconstruction Services for Segment A, Phase 1B – Preconstruction Services for Segment B, Phase 2A - Final Design and Construction Services for Segment A, and Phase 2B - Final Design and Construction Services for Segment B. The scope of services included within this Amendment defines HDR's OA services to be completed as a part of Phase 2A and 2B

Approach

HDR will continue to serve as an extension of LCFWASA's staff and work to align the project team with their priorities through Phase 2 of the Project. Under this contract, the OA can provide, but is not limited to, the following services: project administration and support, general advisory services, funding assistance, project design reviews, cost estimating, technical support services, construction support services, resident project representative for construction observation services, and start-up support. The OA services listed below do not relieve the DB or the Engineer of Record (EOR) of their contractual responsibilities.

General Tasks and Activities

Unless noted otherwise, the following assumptions are used for all tasks:

- Phase 2 is anticipated to last approximately 24 months, including around 17 months of construction activities.



- Meetings will be held at the LCFWASA offices or within a 20-mile radius.
- Unless otherwise noted, the DB will be responsible for arranging meeting times, handling meeting agendas, notes, and materials.
- The OA will support LCFWASA’s decision-making processes throughout the Project, but acknowledge that LCFWASA holds the decision-making authority, not the OA.
- The OA will not perform geotechnical or field investigation studies. These studies will be performed by the DB team.
- DB team is responsible for addressing LCFWASA and OA comments. The OA has no responsibility for updates or modifications to design documents or other DB team deliverables.
- By performing these services, the OA shall not have authority or responsibility to supervise, direct, or control the DB team’s work, means, methods, techniques, sequences, or procedures of construction.
- The RPR shall not have responsibility for the superintendence of construction, site conditions, safety, operation, equipment, or personnel other than employees of the OA.
- No third-party testing or special inspection is included in this scope of services. Scheduling of these services is the responsibility of the DB.

Scope of Services – Phase 2

Task 1 – Project and DB Contract Administration

The purpose of this task is to monitor, control, and adjust scope, schedule, and budget for the OA, as well as provide monthly status reporting, accounting, and invoicing. This task has been amended to cover project administration services through Phase 2.

OA Services

1. Project Administration Services
 - a. Provide a monthly progress report that summarizes work completed, work expected to occur, DB and OA invoicing status, total Project budget status, status by Project component, approved contract amendments, potential change orders, and other relevant Project information.
 - b. Prepare monthly invoices provided in the OA’s invoicing format.
 - c. Review and provide comments on DB monthly pay requests.
 - d. Coordinate with the OA project team.
2. Risk Management
 - a. Review schedule and identify changes and potential impacts.
 - b. Monthly review of schedule and cost risks and update risk register.
 - c. Support the management of the mitigation actions for each critical Project risk.
 - d. Develop value engineering recommendations about how to mitigate and/or avoid risks. Provide various recommendations for new value engineering opportunities.
3. Project Meetings
 - a. Attend monthly project progress meetings with LCFWASA and the DB team.
 - b. Attend weekly DB update meetings. No weekly update meeting is expected to occur the week monthly progress meetings are held.

LCFWASA Responsibilities

1. Participate in requested meetings and workshops.



2. Timely processing and payment of invoices.
3. Review and process contract change requests and amendments, if needed.

Assumptions

1. The Phase 2 task is scheduled to last 24 months.
2. It is assumed that 24 monthly project meetings will be held with the LCFWASA. Monthly progress meetings are expected to be 2 hours or less.
3. It is assumed up to 72 weekly DB update meetings will be held. No weekly update meeting will be held during weeks when monthly progress meetings are held. Weekly update meetings are expected to be 30 minutes or less.

Deliverables

1. Monthly reports and invoices (one copy with invoice will be emailed as a PDF file).
2. Monthly project schedule and budget updates.

Task 2 – Project Criteria Development and Permitting Matrix

There are no proposed changes to Task 2 as a part of this Amendment for Phase 2 services.

Task 3 – DB Procurement and Phase 1 Negotiations

There are no proposed changes to Task 3 as a part of this Amendment for Phase 2 services.

Task 4 – Funding Assistance

The purpose of this task is to assist in the preparation of documentation required for submittal of ARPA grant and/or direct allocation grant under House Bill 529.

OA Services

1. Confirm general grant compliance and coordinate with LCFWASA for signature and submittal DB and OA reimbursement request to DWI.
2. Submit documentation to DWI for review and approval.
3. Hold up to 2 meetings with NCDEQ staff to gain concurrence on specific approaches. Meetings may include items such as reviewing funding opportunities, DB adjustments for the funding process, and compliance with funding program requirements.

LCFWASA Responsibilities

1. Sign reimbursement request in a timely manner.

Assumptions

1. Meeting(s) with DWI is anticipated to be held virtually.
2. DB entity will complete any required documents and plan approval as required by funding agencies.

Deliverables

1. Reimbursement request including DB and OA invoices.
2. Submittals to DWI to meet funding application requirements.



Task 5 – Independent Cost Estimating

There are no proposed changes to Task 5 as a part of this Amendment for Phase 2 services.

Task 6 – Design Review, Quality Assurance (QA), and Value Engineering (VE)

The Project has been broken up into two segments. Segment A is located from the 3 MG ground storage tank to Mt Misery Road. Segment B is located from Mt Misery Road to Pender County's raw water connection. The purpose of this task is to assist LCFWASA in receiving and reviewing final design submittals for both Segment A and Segment B.

OA Services

1. Review and provide comments on the final design documents for both Segment A and Segment B. Review by the OA will include constructability and risk quality assurance.
2. Coordinate comments with the Owner and DB.
3. Participate in design review workshops for Segment A and Segment B.

LCFWASA Responsibilities

1. Provide comments on the design deliverables and participate in design review workshops.

Assumptions

1. It is assumed there will be one design workshop for Segment A and a separate design workshop for Segment B. Constructability and risk is assumed to be a part of the design review workshops for both Segments. Design review workshops are expected to be a maximum of two hours long.

Deliverables

1. Consolidated set of comments on design deliverables including LCFWASA comments for delivery to the DB.

Task 7 – Early Work Package / Early Procurement Support

There are no proposed changes to Task 7 as a part of this Amendment for Phase 2 services.

Task 8 – Lump Sum Review and Phase 2 Negotiations

There are no proposed changes to Task 8 as a part of this Amendment for Phase 2 services.

Task 9 – As-Needed Support

There are no proposed changes to Task 9 as a part of this Amendment for Phase 2 services.

Task 10 – Construction Administration and Observation

The purpose of this task is to provide construction administration and observation support to LCFWASA during Project construction.



OA Services

1. Review DB's key equipment and material construction submittals for quality assurance.
2. Review DB's requests for information (RFIs) for quality assurance.
3. Perform site visits and quality assurance observations to verify DB compliance.
4. Provide the following Resident Project Representative (RPR) services:
 - a. Site Observations and Liaison with Owner and BD Contractor.
 - b. Monitor site conditions.
 - c. Review onsite materials testing and special inspections reports.
 - d. Observe field tests.
 - e. Support substantial and final completion document preparation.
 - f. Attend design review meetings.
 - g. Attend monthly progress meetings.
 - h. Submit monthly progress reports.
 - i. Review payment applications.
 - j. Maintain the following documents (at the jobsite):
 - i) Daily logbook.
 - ii) Correspondence files.
 - iii) Reports of jobsite conferences, meetings, and discussions among the Owner's Advisor, Owner, and Design-Builder/Contractors.
 - iv) DB contract documents.
 - v) Change orders / Field orders.
 - vi) Additional drawings issued after execution of the contract documents.
 - vii) Progress reports.
 - viii) Contact information of all contractors, subcontractors, and major suppliers of materials and equipment.

Assumptions

1. It is anticipated that up to 20 submittals will be reviewed.
2. It is anticipated that there will be up to 20 RFIs.
3. It is anticipated that there will be up to four (4) change orders.
4. 4 non-RPR site visits are anticipated with up to 2 OA staff in attendance.
5. A maximum of 40 hours per week of RPR time is assumed when full-time observation is required and 20 hours per week during times of part-time observation. A total of 2 months part-time and 15 months of full-time observation has been assumed. Overtime is not included as a part of the fee estimations.
6. The RPR will report to LCFWASA and the DB whether Construction is proceeding in general accordance with the Construction Drawings and Construction Specifications prepared by the DB's engineer. The RPR shall not, during such observations of the Construction, supervise, direct, or have control over the Construction, nor shall the RPR have authority over or responsibility for the means, methods, techniques, sequences, or procedures of Construction selected or used by the DB, for security or safety at the site, for safety precautions and programs incident to any DB's work in progress, for the coordination of the DB's work or schedules, nor for any failure of the DB's to comply with Laws and Regulations applicable to furnishing and performing of its work.



Deliverables

1. Daily observation logs.
2. Review comments on submittals, change orders, and RFIs.
3. Progress reports.

Schedule

The term for the Phase 2 scope of services is approximately 24 months starting in October 2024 with construction beginning in January 2025.

Compensation

Compensation to the OA for Phase 2 scope of services will be on a time and materials basis with a not to exceed amount of \$578,800. The table below provides compensation by task, which was based on the attached rate schedule (Attachment A). Hours may be shifted around tasks as the project develops.

Total fee will not be exceeded without written approval by LCFWASA.

Task	Task Description	Original Contract	Amendment No. 1	Total Contract
1	Project and DB Contract Administration	\$145,174	\$130,000	\$275,174
2	Project Criteria & Permitting Matrix	\$15,520	-	\$15,520
3	DB Procurement and Phase 1 DB Negotiations	\$26,220	-	\$26,220
4	Funding Assistance	\$19,091	\$36,000	\$55,091
5	Cost Estimating Review	\$22,812	-	\$22,812
6	Design Reviews, QA, and VE	\$23,898	\$20,000	\$43,898
7	Early Work Package / Early Procurement Support	\$9,648	-	\$9,648
8	GMP Review and Phase 2 Negotiations	\$10,736	-	\$10,736
9	As-Needed Support	\$25,000	-	\$25,000
10	Construction Administration	-	\$60,000	\$60,000
10	Construction Observation	-	\$332,800	\$332,800
TOTAL		\$298,099	\$578,800	\$876,899



Attachment A – Hourly Rates Schedule

Services will be performed on an hourly rate basis using the rates shown in the table below.

Job Title/Classification	2024 Hourly Rate	2025 Hourly Rate	2026 Hourly Rate
Principal in Charge / Senior Management Consultant	\$324	\$337	\$350
Senior Project Manager	\$292	\$304	\$316
Senior Technical Specialist	\$260	\$270	\$281
Senior Project Engineer/Designer	\$239	\$249	\$259
Project Engineer	\$173	\$180	\$187
Engineering Intern	\$130	\$135	\$141
Senior Estimator	\$291	\$303	\$315
Estimator	\$166	\$173	\$180
Construction Inspector	\$130	\$135	\$141
Accounting / Project Coordinator	\$140	\$146	\$151
Administrative	\$95	\$99	\$103

Additional codes and classifications may be utilized in the implementation of the services if authorized by LCFWASA.



SCOPE OF SERVICES

LOWER CAPE FEAR WATER AND SEWER AUTHORITY PROJECT 2 - OWNER ADVISOR FOR 54" RAW WATER TRANSMISSION MAIN OCTOBER 6, 2024

Background and Scope of Services

Background

Lower Cape Fear Water and Sewer Authority (LCFWASA) is in the process of designing and constructing a new 7-mile parallel raw water transmission main project between the existing 3 MG ground storage tank and Pender County's raw water connection point (Project 1). LCFWASA desires to install an additional 3-miles of parallel raw water transmission main from Pender County's raw water connection to Cape Fear Public Utility Authority's (CFPUA) raw water connection off US Highway (Hwy) 421 (Project or Project 2). The route for Project 2 will primarily be located within LCFWASA owned easements and parallel to US Hwy 421. Funding for the project includes a portion of the direct allocated grant to LCFWASA received from Session Law (SL) 2023-134 under Section 12.2.(e)(108) and CFPUA's a Drinking Water State Revolving Fund (DWSRF) loan. Through an interlocal agreement, CFPUA is a financial partner on Project 2.

Approach

HDR Engineering, Inc. of the Carolinas (Owner Advisor or OA) will serve as an extension of LCFWASA's staff and will work to align the project team with the Owner's priorities through the project. Under this Contract, the OA can provide, but is not limited to, the following services: project administration and support, general advisory services, funding assistance, Design-Build (DB) contract review and negotiation support, project design reviews, cost estimating, technical support services, construction support services, resident project representative/observation services, and start-up support services for the project. The scope of services presented herein is split into two phases:

- Preconstruction OA Services, covers services through the 75% design phase and Lump Sum (LS). Preconstruction OA services are expected to last 14 months.
- Construction OA Services, will cover services following completion of the 75% design and LS approval. Construction is anticipated to last 15 months. It is anticipated that an amendment to this agreement and authorized at a later date.

General Tasks and Activities

Unless noted otherwise, the following assumptions are used for all tasks:

- Meetings will be held at LCFWASA offices or within a 20-mile radius.
- LCFWASA will be responsible for attendance of required LCFWASA staff.
- OA will support the LCFWASA decision-making processes throughout the Project, but acknowledge that LCFWASA holds the decision-making authority, not the OA.
- OA will not perform geotechnical or field investigation studies. These studies will be performed by the DB team.



- DB team is responsible for addressing LCFWASA/OA comments; OA has no responsibility for updates or modifications to design documents or other DB team deliverables.
- By performing these services, the OA shall not have authority or responsibility to supervise, direct, or control the DB team's work, means, methods, techniques, sequences, or procedures of construction.
- Services provided under this agreement are calculated as an assumed number of days per week of support that will be required based on the scope of services and Project requirements.
- LCFWASA is responsible for communication with all other governmental agencies and community groups not otherwise noted below.
- LCFWASA is responsible to provide access to all properties that need to be accessed during the duration of this project.
- LCFWASA to pay for all permitting and agency review fees unless included in DB's scope.

Phase 1 - Scope of Services

Task 1 – Project and DB Contract Administration

The purpose of this task is to monitor, control and adjust scope, schedule, and budget of the OA as well as provide monthly status reporting, accounting, and invoicing. This task also includes project progress meetings and workshops.

OA Services

1. Project Administration Services
 - a. Prepare a Project Management Plan (Project Guide) outlining the project scope, team organization, schedule, and communications information.
 - b. Coordinate and manage the OA project team.
 - c. Prepare monthly invoices.
2. Project Meetings and Workshops
 - a. Participate in the following meetings:
 - Monthly DB Progress Meetings (DB will lead)
 - 30% Design and Cost Estimate Review (DB will lead)
 - Early Work Package/Pipe Procurement Review (DB will lead)
 - 75% Design and Cost Estimate Review (DB will lead)
 - GMP Proposal Review (DB will lead)
3. Project Controls and Schedule
 - a. Review DBs schedule for compliance with the contract and funding milestones.
 - b. Risk Management
 - i. Review and identify project risks. (DB will create a risk register.)
 - ii. Provide various recommendations for new value engineering opportunities.

LCFWASA Responsibilities

1. Participate in all project management meetings and workshops.
2. Timely processing and payment of invoices.
3. Review and process contract change requests and amendments, if needed.

Assumptions

1. DB contractor will develop, update and own the overall project schedule.



2. DB contractor will utilize a project document management software (i.e. Procore) in which LCFWASA and OA have access.
3. Workshops will be up to three hours in duration and will include 1 to 3 OA representatives depending on the agenda topics.
4. Additional meetings and workshops after the 75% Design and GMP approval, will be held under the Phase 2 amendment.

Deliverables

1. Meeting notes.
2. Monthly reports and invoices (one copy with invoice will be emailed as a PDF file).
3. Monthly project schedule and budget updates.
4. LCFWASA Risk register. (DB will keep their own Risk Register.)
5. Project management meetings and workshops agenda and notes.

Task 2 – Project Criteria Development and Permitting Matrix

The purpose of this task is to develop the initial Project Criteria and Permitting Matrix.

OA Services

1. Collect and review currently available information provided by the LCFWASA. Identify additional information required.
2. Develop Owner's Project Criteria Document.
3. Review list DB list of permits required, responsible party, required application date, potential phasing, etc to confirm compliance

LCFWASA Responsibilities

1. Provide necessary information for acquiring all necessary Project permits.
2. Pay permitting fees unless in DB's scope to pay for fees.

Assumptions

1. DB team is responsible for acquiring all necessary Project permits.

Deliverables

1. Owner's Project Criteria

Task 3 – DB Procurement and Phase 1 DB Negotiations

The purpose of this task is to assist the LCFWASA with DB procurement including developing contract documents and assisting with contract negotiations.

OA Services

1. Assist the LCFWASA in DB Procurement and Contract Negotiations
 - a. Assist LCFWASA with development of DBIA 520/525/535 contract documents.
 - b. Assist LCFWASA in negotiating the DB contract agreement, General Conditions, Pre-construction and 75% Design Services scope with the selected DB team through meetings and workshops.

LCFWASA Responsibilities

1. Provide legal services to review DB RFQ and contract.
2. Review DB proposals and select the DB team.



3. Provide Commercial Non-Discrimination Certification, E-Verify Certification, and other information necessary for the procurement process.

Assumptions

1. DB contract and RFQ will be based on DBIA standard documents.
2. Up to two DB contract negotiation meetings will be held.
3. LCFWASA will purchase right to use DBIA documents.

Deliverables

1. Answers to questions during procurement process.
2. Provide red-line comments to DBIA documents.
3. Keep DB contract negotiations notes.

Task 4 – Funding Assistance

The purpose of this task is to assist in the preparation of documentation required to support grants issued through SL 2023-134 under Section 12.2.(e)(108) and requirements of CFPUA's DWSRF loan.

OA Services

1. Prepare reimbursement requests for LCFWASA signature and submit to NCDEQ for processing
2. Collate required submittal application material and necessary documentation to NCDEQ and DWSRF for review and comment.
3. Coordinate with DB staff and coordinate with NCDEQ staff on necessary DWSRF loan compliance requirements.
4. Hold up to four meetings meeting with NCDEQ staff to gain concurrence on specific approaches. Meetings may include items such as reviewing funding opportunities, DB adjustments for the funding process, and compliance with funding program requirements.

LCFWASA Responsibilities

1. Prepare or assist in completing the documents listed under OA Services.
2. Execute and submit forms and templates in accordance with SL 2023-134.
3. Attend meeting(s) with NCDEQ staff.
4. Provide previous funding applications.

Assumptions

1. Meeting(s) with NCDEQ is anticipated to be held virtually.
2. DB entity will complete any required engineering reports / environmental information documents and plan approval as required for funding agencies.

Deliverables

1. Reimbursement requests.
2. Potential milestone applications and necessary funding support documentation to NCDEQ.

Task 5 – Independent Cost Estimating Review

The purpose of this task is to review cost estimates prepared by DB to validate the project budget and the LS.

OA Services

1. Review the DB's cost estimates at 30% Design and 75% Design



2. Review one early work package / early procurement package
3. Review LS

LCFWASA Responsibilities

1. Attend workshops and meetings.

Assumptions

1. DB will provide necessary design information to complete independent cost estimates and reviews.

Deliverables

1. 30% Cost Estimate
2. 75% Cost Estimate
3. Early work package / early procurement package review comments.
4. LS review comments

Task 6 – Design Reviews, Quality Assurance (QA), and Value Engineering (VE)

The purpose of this task is to perform design reviews at the 30% and 75% submittal stages, assist owner with QA, review DB's QC Plan, and participate in a VE session.

OA Services

1. Design Reviews:
 - a. 30% Design
 - b. 75% Design
2. Review DB's QC Plan
3. Participate in a VE session with DB

LCFWASA Responsibilities

1. Attend workshops and meetings

Assumptions

1. DB will provide necessary design information to complete design reviews.

Deliverables

1. Design Review Comments
2. QC Plan Comments
3. Summary of VE Ideas from both OA and DB

Task 7 – Lump Sum Review and Phase 2 Negotiations

The purpose of this task is to assist LCFWASA in reviewing and negotiation the LS.

OA Services

1. Assist LCFWASA with DB LS negotiations.

LCFWASA Responsibilities

1. Attend workshops and meetings.

Assumptions

1. Two negotiation meetings with DB.



2. LS will be based on 75% Design documents.

Deliverables

1. Review comments and recommendations to proceed with LS.
2. Letter of recommendation for approval of LS.

Task 8 – Unallocated Engineering Allowance

Provide as-needed technical support to the project.

OA Services

1. Assist LCFWASA with scope items not currently identified. This may include, but is not limited to stakeholder coordination, regulator agency review meetings, specialized services, easement acquisition support, and technical support.
2. Provide other as-needed support services to LCFWASA.

LCFWASA Responsibilities

1. Provide timely authorization to proceed with this support.

Assumptions

1. An allowance of \$15,000 has been provided for this task.

Deliverables

1. TBD

Schedule

The term for Project 2 preconstruction phase scope of services is approximately 14 months from notice to proceed (NTP) and assumes a NTP in October 2024.

Compensation

Compensation to Consultant for Project 2 scope of services will be on a time and materials basis with a not to exceed amount of \$195,000. The table below provides compensation by task based on the attached rate schedule (Attachment A). Hours may be shifted around tasks as the project develops. Total fee will not be exceeded without written approval by the LCFWASA.

Phase 1 Tasks	Hourly Not to Exceed Budget
Task 1 – Project and DB Contract Administration	\$80,000
Task 2 – Project Criteria Development and Permitting Matrix	\$8,000
Task 3 – DB Procurement and Phase 1 Negotiations	\$15,000
Task 4 – Funding Assistance	\$25,000
Task 5 – Independent Cost Estimating	\$10,000
Task 6 – 30%, 60% Design Reviews, QA and VE	\$30,000
Task 7 – Lump Sum Review and Phase 2 Negotiations	\$12,000
Task 8 – Unallocated Engineering Allowance	\$15,000
TOTAL	\$195,000



Attachment A – Hourly Rates Schedule

Services will be performed on an hourly rate basis using the rates shown in the table below.

TABLE 3
HDR's Hourly Rate Schedules

Job Title/Classification	2024 Hourly Rate	2025 Hourly Rate
Principal in Charge / Senior Management Consultant	\$324	\$337
Senior Project Manager	\$292	\$304
Senior Technical Specialist	\$260	\$270
Senior Project Engineer/Designer	\$239	\$249
Project Engineer	\$173	\$180
Engineering Intern	\$130	\$135
Senior Estimator	\$291	\$303
Estimator	\$166	\$173
Construction Inspector	\$130	\$135
Accounting / Project Coordinator	\$140	\$146
Administrative	\$95	\$99

Additional codes and classifications may be utilized in the implementation of the services if authorized by LCFWASA.

AGENDA ITEM

To: CHAIRMAN DEVANE AND BOARD MEMBERS

From: TIM H. HOLLOMAN, EXECUTIVE DIRECTOR

Date: February 10, 2025

Re: Holiday and Leave Policies Update

Reviewed and approved as to form: MATTHEW A. NICHOLS, AUTHORITY ATTORNEY

Background: On January 13th, 2025, the Personnel Committee is recommending amending the Holiday Schedule in Section 5.7 to allow Christmas Holiday to include the 26th.

If approved by the Board, the LCFWASA Policy and Procedures Manual specifically, Chapter 5 Holidays and Leave polices must now be amended, adding this new holiday to Section 5.7 Holidays bringing the total number to 13.

CONSENT AGENDA (CA-7)

Lower Cape Fear Water & Sewer Authority

CONSENT ITEM- Background: Line-Item adjustments are made to align revenues and expenditures more closely to actuals without exceeding or decreasing the approved or amended budget.

LINE-ITEM ADJUSTMENTS FOR 12/31/2024

Operating Fund:	Line-Item Budget Amount prior to Adjustment	Decrease	Increase	Budget Amount as of 12/31/2024
Expenses				
4048-01 Engineer	\$162,000	\$(4,500)		\$157,500
4064-01 Printing and Advertising	\$12,000		\$2,500	\$14,500
4080-01 Miscellaneous Expense	\$15,000		\$2,000	\$17,000
Total	\$ 189,000	\$(4,500)	\$4,500	\$ 189,000

AGENDA ITEM

To: CHAIRMAN DEVANE AND BOARD MEMBERS

From: TIM H HOLLOMAN EXECUTIVE DIRECTOR

Date: February 10, 2025

Re: Resolution Awarding Annual Audit Contract for Fiscal Year Ending June 30, 2025, to Thompson, Price, Scott, Adams & Co. P.A. in the Amount of \$9,000.00

Please find enclosed the annual audit contract for the preparation of the Authority's audit and financial statements for the fiscal year ending June 30, 2025.

Action Requested: Motion to approve/disapprove:

Resolution Awarding Annual Audit Contract for Fiscal Year Ending June 30, 2025, to Thompson, Price, Scott, Adams & Co. P.A. in the Amount of \$9,000.

Resolution Awarding Annual Audit Contract for Fiscal Year Ending June 30, 2025, to Thompson, Price, Scott, Adams & Co. P.A. In the Not to Exceed Amount of \$9,000.00

Whereas, each unit of local government shall have its accounts audited as soon as possible after the close of each fiscal year by a Certified Public Accountant;

Now Therefore Be It Resolved, that the Board of Directors for the Lower Cape Fear Water & Sewer Authority awards the annual auditing contract to the firm Thompson, Price, Scott, Adams & Co. P.A. in the amount of \$9,000.00 to audit the accounts of the Authority and to prepare the financial statements for the fiscal year ending June 30, 2025.

Furthermore, the Board designates that the Chairman and the Executive Director for the Authority are duly authorized to execute the contract on behalf of the Authority.

Adopted this 10th day of February 2025

Patrick DeVane, Chairman

ATTEST:

Al Leonard, Secretary

The	Governing Board
of	Primary Government Unit Lower Cape Fear Water & Sewer Authority
and	Discretely Presented Component Unit (DPCU) (if applicable) NA

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Thompson, Price, Scott, Adams & Co., P.A.
	Auditor Address 4024 Oleander Dr., Suite 103, Wilmington, NC 28403

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/25	Date Audit Will Be Submitted to LGC 12/31/25
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Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F (Uniform Guidance)* and the State Single Audit Implementation Act. Currently the threshold is \$750,000 for a federal single audit and \$500,000 for a State Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within six months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

LGC-205

CONTRACT TO AUDIT ACCOUNTS

Rev. 12/2024

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
Tim Holloman	Executive Director/LCFW&S	director@lcfwasa.gov

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Lower Cape Fear Water & Sewer Authority
Audit Fee (financial and compliance if applicable)	\$ 9,000.00
Fee per Major Program (if not included above)	\$ 3000.00 if applicable
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 9,000

Discretely Presented Component Unit	NA
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Thompson, Price, Scott, Adams & Co., P.A.	
Authorized Firm Representative (typed or printed)* Gregory S Adams, CPA	Signature*
Date*	Email Address* gadams@tpsacpas.com

GOVERNMENTAL UNIT

Governmental Unit* Lower Cape Fear Water & Sewer Authority	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* Patrick DeVane Chairperson	Signature*
Date	Email Address* pdevane50@gmail.com

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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.

Sum Obligated by This Transaction:	\$ 9,000
Primary Governmental Unit Finance Officer* (typed or printed) Tim Holloman, Executive Director	Signature*
Date of Pre-Audit Certificate*	Email Address* director@lcfwasa.gov

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

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
NA	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

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

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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.

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

AGENDA ITEM

To: CHAIRMAN DEVANE AND BOARD MEMBERS

From: TIM HOLLOMAN, EXECUTIVE DIRECTOR

Date: February 10, 2025

Re: Purchase of a Valve Turning Vac Trailer

Background: Kings Bluff is requesting the purchase of a new Valve Turning Vac Trailer (VTVT). The existing Spin Doctor unit has reached the end of its service life (25 years) and is now unreliable and requires more frequent service to maintain operation of the large 700+ turn raw water valves. This critical piece of equipment is important to the maintenance of the valves at the inter connections (crossovers), raw water tank, and is critical to emergency operations in the case of a failure of the raw water line in order to isolate a section that is compromised. The new VTVT provides an all-in-one vacuum system to clean and remove debris from around the valve nut in addition to the valve actuator which operates the valve nut. Having the vac system and the valve operator together reduces time by not having to wait on a separate crew to come with a vac truck to clean out the valve box and provides a system one to two people can operate in remote places.

Action Requested: Consider Approval



600 Knightsbridge Parkway, Lincolnshire, Illinois 60069
 (847) 537-8800 | Fax (847) 520-1147
 turnvalves.com

Quotation

Page 1 of 1

TO: **David Carson**
 County of Brunswick NC
 250 Grey Water Road
 246 Private Rd 703. Rieglewood 28456
 Supply, NC 28422

Date: 1/14/2025
 Quotation Number: CS228357
 Payment Terms: Net 30 Days
 Shipping Terms: FCA Origin
 Valid Through: 3/15/2025
 Estimated Ship Date: Budget

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Line Total (USD)
1	77-000-36 Standard LX (Gas) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box.	1	EA	88,750.00	88,750.00
2	79-430-20 Field training - 1 day program. Training topics range from field operation of the mechanical systems like hydro-excavation and Valve operator; to training of computerized controllers and preventive maintenance software like VITALS. Field crews and participants will be shown, in detail, standard procedures for safe and efficient operation and use of valve maintenance tools.	1	EA	0.00	0.00
				Subtotal	88,750.00
				Shipping & Handling	2,280.00
				Total (USD)	\$91,030.00

Thank you for the opportunity to quote your application needs. If you have any questions or if I may be of any further assistance to you please do not hesitate to notify me.

We will prepay and add shipping charges to your order, or we can ship collect via your choice of carrier service.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

Craig Smades
 Territory Manager
 919-402-3666
 craig.smades@ehwachs.com

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.



3605 Augusta Hwy.
Gilbert, SC 29054
(803) 358-0221
Website: www.southern-vac.com

January 15, 2025

Brunswick County
Attn: David Carson
250 Grey Water Rd.
Supply, NC 28462

North Carolina Sheriffs Association: Heavy Equipment Bid: 25-09-0423

Mr. Carson,

Thank you for considering Southern Vac for your equipment needs.

Southern Vac is pleased to offer **Brunswick County** the following quote on a **Hurco VAC 300G Gas Valve Exerciser Trailer**. If you have any questions regarding this quote, I can be reached at **(803) 563-0809**.

Thanks,

Justin Borman



Specifications for: Brunswick County

Hurco VAC300G Trailer

Standard Equipment

- 300 Gallon 37HP Kohler Gas Vacuum. *All gas vacs are now EFI*

Accessories

- Spin Doctor SD800 Boom. Vertically aligned boom with up to 800 ft lbs of torque.
- Spin Doctor Extended Reach Option - Not an option for ERB800. REQUIRED FOR SMALL TRAILERDS AND VACUUMS.
- Rear Suction Hose Rack
- Auxiliary Hydraulic Port (Port only - No Hose Reel). Vacs come with one hydraulic port, which is occupied if using a valve exerciser.
- Pressure Washer Hose Reel - Auto Recoil (replaces standard Pressure Washer Reel).
- Light Bar with Control Box.
- Tool Box.
- Suction Wand Handle Only - Does not include suction tube.
- Cone Holder.

Key

Yellow Highlights are for the Base Package under NCSA

Blue Highlights are for the Attachments/Accessories under NCSA Contract

NCSA Base Module Total Price: **\$47,192.55**

NCSA 6% Discount Price: **\$44,361.00**

NCSA Base Accessories Price: **\$44,610.64**

NCSA 6% Accessories Discount Price: **\$41,934.00**

NCSA Total Price: \$86,295.00

*Price good for 30 days

Additional Options

1. 300 Gallon 49.6 bhp C2.2 Caterpillar Diesel High CFM Vacuum in lieu of 37HP Kohler Gas

Add to Base Module: \$14,979.00

ALL APPLICABLE SALES TAX AND FEES ARE NOT INCLUDED IN THE QUOTE



TERMS AND CONDITIONS

1. Binding Agreement. By executing this Sales Agreement (the "Agreement"), Purchaser agrees to purchase from CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC the equipment and attachments described on the face hereof (collectively referred to herein as the "Equipment") pursuant to the terms and conditions specified in this Agreement.
2. Purchase of Equipment. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC will have no obligation to fulfill timely orders for Equipment which are out-of-stock or otherwise, unavailable, but CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC will promptly notify you of such unavailability or delay as soon as it becomes aware of it. Any terms and conditions contained in Purchaser's documents that are different or in addition to the terms and conditions herein, including but not limited to letters, purchase orders or sales acknowledgements, are hereby rejected by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC, are not a part of this Agreement, and shall be of no effect or binding upon CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC unless specifically agreed to in writing by an authorized officer of CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC. Failure by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC specifically to object to provisions contained in such documents shall not in any way be deemed an alteration to or waiver of these terms and conditions.
3. Price and Other Expenses. All prices set forth on the face of this Agreement, are the purchase prices of the Equipment. Purchaser shall be responsible for all expenses relating to the Equipment purchased including but not limited to (a) any federal, state, local, foreign or provincial taxes or tariffs, now or hereafter enacted, applicable to the Equipment, as further set forth in Section 7, below; (b) standard shipping or other special transportation costs to the point of delivery specified by Purchaser; (c) all charges in the event payment from Purchaser is delinquent, including, without limitation, all costs and expenses, including attorney's fees, of collecting any amount not paid when due hereunder; and (d) all other expenses, not included in the sale and delivery contemplated above, of whatever kind or nature, relating to special insurance requirements, the purchase, shipment, transportation or delivery of Equipment.
4. Equipment Delivery. Unless otherwise agreed, all shipments will be made by third-party carriers chosen by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC or its designees, at costs, tariffs and other charges, and in accordance with terms and conditions established, by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC and its designees from time to time.
5. Risk of Loss. The risk of loss associated with any Equipment and title passes to Purchaser upon delivery of the goods to the shipping point, FOB, subject to the reservation of a security interest to CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC in Section 6 of this Agreement. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC shall have no liability of any kind or nature, whether for consequential or other damages for any reason whatsoever, relating to shipment of Equipment purchased by Purchaser, including but not limited to damage to the Equipment, taxes, duties, loss, theft or any illness of or personal injury to any person or property under any environmental, health or safety law. Purchaser acknowledges that there may be a delay between the time the Equipment is delivered to the shipping point and Purchaser receiving an invoice and/or full completion of the title transfer paperwork and that the transfer of risk of loss stated in the paragraph occurs as stated regardless of the full completion of the title transfer paperwork.
6. Payment and Credit. Purchaser shall pay for all Equipment in accordance with payment terms set forth on the face of this Agreement. Purchaser's right to purchase any Equipment is conditioned upon approval of Purchaser's credit and may be withdrawn or amended at any time by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC in its sole discretion. A late payment charge of one and one-half (1.5%) percent per month shall be added to all invoices which are delinquent, subject to federal, state and local laws, calculated from the original due date of the invoice until payment in full. In the event Purchaser is delinquent, Purchaser shall pay all costs of collection, including but not limited to reasonable attorneys' fees. Should Purchaser become delinquent in the payment of any sum due under this Agreement, all contractual or other obligations of CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC to Purchaser shall terminate without further notice to Purchaser. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC retains, and Purchaser hereby grants CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC, a purchase money security interest in the Equipment, including all accessions to and replacements of them, to secure the payment of the purchase price of the Equipment, until Purchaser has made payment in full in accordance with the terms hereof, and Purchaser shall cooperate fully with CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recordings thereof as CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC deems necessary for the perfection, protection and enforcement of such security interest. Purchaser hereby appoints CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC or CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC'S agent or designee as Purchaser's attorney-in-fact with power to execute all such financing statements pursuant hereto in the name and stead of Purchaser.
7. Taxes and Other Charges. Purchaser is responsible for the payment of all federal, state, local, foreign, or provincial taxes (now or hereafter enacted), fees, or charges which may be assessed or levied now or hereafter on or on account of materials sold hereunder to Purchaser. Published prices do not include such taxes, which may be added by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC to the invoice where CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC has a legal obligation to collect them. When Purchaser claims that this transaction is not subject to any such tax, or that Purchaser is exempt, or that CITY WORKS

EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC is not required to collect such tax, Purchaser agrees to provide CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC with any documentation necessary to support such a claim and to allow CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC to document its decision not to collect tax(es).

8. Acceptance; Non-Conforming Equipment; Sole Remedy. Purchaser agrees to accept all Equipment upon delivery to Purchaser where the Equipment is in material conformity with CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC's or the applicable manufacturer's published description or specifications of such Equipment. In any event, Equipment shall be deemed automatically, irrevocably and conclusively accepted without defects when Purchaser has had possession of the Equipment for five (5) days and has failed to notify CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC that the Equipment has been rejected and the reasons for such rejection. Such acceptance shall occur regardless of the full completion of any title transfer paperwork. Purchaser's sole remedy hereunder for CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC's failure to deliver Equipment in material conformity with applicable published description or specifications of such Equipment shall be, at CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC's option, the replacement of such non-conforming Equipment with conforming Equipment, or refund of the applicable purchase price paid therefor.

9. Purchaser Representations and Covenants. Purchaser shall be solely responsible for the use and disposition of the Equipment, including, without limitation, the obtaining of all permits, licenses or certificates required for the use thereof. Purchaser agrees to use the Equipment only in accordance with all laws, rules and regulations applicable thereto.

10. Indemnification. Purchaser shall indemnify, defend and hold CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC harmless from any and all liabilities, claims, demands, causes of action, or suits of whatever nature including, but not limited to, attorneys' fees and litigation expenses, arising from any: (a) breach by Purchaser of any representation or covenant made by Purchaser under this Agreement; (b) breach by Purchaser of any provision of this Agreement; (c) failure of Purchaser to comply with applicable environmental, health and safety laws; and (d) any use by Purchaser or third parties of the Equipment sold to Purchaser. Notwithstanding the foregoing, Purchaser shall not be liable to CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC for any portion of such liabilities that result from CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC'S gross negligence or willful misconduct.

11. Equipment Warranties. Some Equipment may come with limited warranties. Purchaser may obtain a copy of the applicable equipment warranty by contacting CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC. EXCEPT FOR THEAFOREMENTIONED LIMITED WARRANTIES OF VARIOUS EQUIPMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.

12. Limitations on Liability. IN NO EVENT SHALL CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL THE LIABILITY OF CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC EXCEED THE UNIT PRICE OF THE DEFECTIVE EQUIPMENT. ANY ACTION BY PURCHASER UNDER OR RELATING TO THIS AGREEMENT SHALL COMMENCE WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUED. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN AND OTHER PROVISIONS OF THIS AGREEMENT.

13. Force Majeure. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC shall not be responsible for any failure to perform the contract formed hereunder due to causes beyond its control, including, but not limited to, acts of God, labor disputes or shortages, acts or omissions of buyer, government or judicial authorities, or military authorities, delays in transportation, or inability to obtain necessary materials or supplies, all whether foreseen or unforeseen.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with this Agreement shall be finally settled by binding arbitration in Gilbert, South Carolina using the then current rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in South Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in South Carolina for such purpose.

15. Complete Agreement; Severability; Non-Waiver; No Third Party Beneficiaries. This Agreement constitutes the entire understanding between Purchaser and CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC with respect to the purchase of Equipment, superseding all prior written and oral communications and understandings. If any provisions or portion of this Agreement is not given legal effect by

a court of competent jurisdiction, such provisions or portions shall drop out of this Agreement and the remaining provisions and portions of this Agreement shall be construed and enforced. This Agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC's failure to exercise any of its rights for any period shall not constitute or be deemed a waiver or forfeiture of such rights.

Customer Signature: _____

Date:

Southern Vac Representative: _____

Date:

AGENDA ITEM

To: CHAIRMAN DEVANE AND BOARD MEMBERS

From: TIM H. HOLLOMAN, EXECUTIVE DIRECTOR

Date: February 10, 2025

Re: Resolution to Approve Design-Build Contract Amendment No.1 — Project #1
Phase 2 B of Phased 10-Mile Parallel Raw Water Line Project

Reviewed and approved as to form: MATTHEW A. NICHOLS, AUTHORITY ATTORNEY

Background: The Design-Build evaluation team recommends amending the Design-Build contract with Garney, Inc. This is the next step in moving forward with construction on Phase 2B of Project 1.

We have worked with the evaluation team, CFPUA, and our Owner's Advisor HDR, to determine the scope and contract amount and recommend approval.

Action Requested: Motion to approve/disapprove.

**LOWER CAPE FEAR WATER AND SEWER AUTHORITY RESOLUTION TO APPROVE
DESIGN-BUILD CONTRACT AMENDMENT #1 FOR PHASED 10-MILE PARALLEL
RAW WATER LINE PROJECT — PROJECT #1, PHASE 2B**

WHEREAS, on October 10, 2022, the Lower Cape Fear Water and Sewer Authority (“LCFWASA”) Board of Directors (“Board”) passed a *Resolution Authorizing a Phased 10 Mile Parallel Raw Water Line Project for Lower Cape Fear Water and Sewer Authority*, subject to appropriate funding;

WHEREAS, N.C.G.S. § 143-128.1A(b) allows a governmental entity to establish criteria used for determining when the design-build method is appropriate for a project;

WHEREAS, on December 12, 2022, the Board passed a *Resolution Establishing Criteria for a Design-Build Delivery Method and Authorizing Use of the Design-Build Delivery Method for a Phased 10-Mile Parallel Raw Water Line Project for the Lower Cape Fear Water and Sewer Authority*, in which the Board determined that the design-build delivery method is appropriate for the project and authorized LCFWASA’s Executive Director to move forward with the use of the design-build delivery method for the phased 10-mile parallel raw water line project;

WHEREAS, due to project funding and planning requirements, upon consultation with LCFWASA’s Owner’s Advisor HDR Engineering, Inc. of the Carolinas (“HDR”) and participating entities, LCFWASA has divided the phased 10-mile parallel raw water line project into Project #1, which consists of the first approximately 7 miles of the project, and Project #2, which consists of the remaining approximately 3 miles of the project, including phasing for both Project #1 and Project #2;

WHEREAS, for Phase 1 of Project #1, LCFWASA and HDR arrived at a scope of work and preliminary design-build agreement with selected design-builder Garney Companies, Inc. (“Garney”) for Project #1 preconstruction and design work, at a preconstruction cost of \$1,736,100, which was approved by the Board on May 8, 2023;

WHEREAS, Phase 2A of Project #1 includes pipe procurement for Project #1 (approximately 7 miles) and construction of approximately 3 miles of the phased 10-mile project;

WHEREAS, LCFWASA and HDR, with the assistance of participating entities, negotiated a scope of work and lump sum contract price of \$16,900,000 for Phase 2A of Project #1, utilizing Design Build Institute of America (“DBIA”) Standard Form of Agreement Between Owner and Design-Builder – Lump Sum (DBIA Document No. 525) and Standard Form of General Conditions of Contract Between Owner and Design-Builder (DBIA Document No. 535), including exhibits thereto;

WHEREAS, at the July 8, 2024 Regular Board Meeting, the Board approved the scope of work and negotiated lump sum contract price for Phase 2A of Project #1, and on July 15, 2024, LCFWASA entered into a Design-Build Lump Sum Agreement (DBIA Document No. 525, with Exhibits) (the “Agreement”) with Garney for Project #1, Phase 2A, with a provision to later amend the Agreement for Phase 2B of Project #1;

WHEREAS, Phase 2B of Project #1 includes construction of approximately 4 miles of the phased 10-mile project;

WHEREAS, LCFWASA and HDR, with the assistance of participating entities, have negotiated a scope of work and lump sum contract price of \$22,650,000.00 (with risk register allowance of \$1,243,700.00) with selected design-builder Garney for Phase 2B of Project #1, as more particularly set forth in the proposed Design-Build Contract Amendment #: 1 – Phase 2B: Project 1 Final Construction (“Amendment #1”); and,

WHEREAS, it is the recommendation of LCFWASA’s Executive Director and HDR that the LCFWASA Board approve the proposed Design-Build Contract Amendment #1, including the scope of work and negotiated lump sum contract price of \$22,650,000.00 (with risk register allowance of \$1,243,700.00), with Garney for Phase 2B of Project #1.

NOW, THEREFORE, BE IT RESOLVED, by the Chairman and the LCFWASA Board of Directors, that the Board hereby approves Design-Build Contract Amendment #: 1 – Phase 2B: Project 1 Final Construction, with Garney Companies, Inc., including the scope of work, exhibits thereto, and the lump sum contract price of \$22,650,000.00 (with risk register allowance of \$1,243,700.00) for Project #1, Phase 2B of the phased 10-mile parallel raw water line project, as more particularly set forth in Amendment #1.

The Chairman is hereby authorized to execute the aforementioned Design-Build Contract Amendment #1 with selected design-builder Garney Companies, Inc. on behalf of LCFWASA for Phase 2B of Project #1.

BE IT FURTHER RESOLVED, that the approval and award of the contract for Phase 2B of Project #1 to Garney Companies, Inc., as provided for in this Resolution is subject to compliance with all State and Federal funding requirements and receipt of payment from participating entities.

This Resolution shall be effective upon passage.

A copy of this Resolution shall be recorded in the permanent minutes of this Board.

This Resolution was adopted on the _____ day of February, 2025.

Patrick DeVane, Chairman

ATTEST:

Al Leonard, Secretary

Project: Lower Kings Bluff Raw Water Transmission Main – Project 1

Owner: Lower Cape Fear Water and Sewer Authority (LCFWASA)

Design-Builder: Garney Companies, Inc. (Garney)

Design-Build Contract Amendment #: 1 – Phase 2B: Project 1 Final Construction

Initial Lump-Sum Agreement Date: July 15, 2024

Amendment Effective Date: Date executed by LCFWASA

Background:

On June 29 2023, LCFWASA entered into a Preliminary Design-Build agreement with Garney for Phase 1 including preliminary engineering, 75% design, and pre-construction services for the above referenced project. During preliminary engineering it was determined that it was in the best interest of LCFWASA to split the Construction into two (2) Phases – 2A and 2B. Phase 2A includes construction from STA 0+00 to STA 108+83 of transmission main, pipe material for approximately 34,760 LF, and final design services. Phase 2B includes construction from STA 108+83 to STA 347+66 and startup for the entire transmission main.

On July 15, 2024, LCFWASA entered into a Design-Build Lump Sum Agreement (DBIA Document No. 525, with Exhibits) (the "Agreement") with Garney for Phase 2A with a provision to amend the Agreement for Phase 2B. This document amends the Agreement for Phase 2B.

Phase 2B Scope Summary:

Design-Builder shall perform all necessary design, engineering, and construction per the plans and specifications outlined in the Accepted Phase 2B proposal and Owners Project Criteria including any additional work required by final design development to 100% for the Lump Sum cost outlined in this amendment.

Amendments to Agreement (DBIA Document No. 525):

Underlines represent language added, strikethrough represents language deleted.

Section 5.2 shall be amended as follows:

5.2 Substantial Completion and Final Completion.

5.2.1 The Scheduled Substantial Completion Date for Phase 2A, as may be modified in accordance with this Agreement and the General Conditions, will be achieved by August 15, 2025; provided, however, that the Scheduled Substantial Completion Date shall be adjusted accordingly in the event Design-Builder does not receive a Notice to Proceed to commence the Work by July 20, 2024. Substantial Completion occurs when the Owner's requirements are met as defined in Section 6.6 of the General Conditions of Contract.

5.2.1a The Scheduled Substantial Completion Date for Phase 2B, as may be modified in accordance with this Agreement and the General Conditions, will be achieved by June 1, 2026; provided, however, that the Scheduled Substantial Completion Date shall be adjusted accordingly in the event Design-Builder does not receive a Notice to Proceed to commence the Work by March 15, 2025. Substantial Completion occurs when the Owner's requirements are met as defined in Section 6.6 of the General Conditions of Contract.

Section 6.1 shall be amended as follows:

6.1 Contract Price / Lump Sum Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract:

Project #1 Phase 2A - The sum as determined based on finalization of the lump sum proposal is sixteen million nine hundred thousand and 00/100 (\$16,900,000.00), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements. Design-Builder shall pay all taxes in accordance with Article 6 of the General Conditions of Contract. The Contract Price includes compensation for all costs, direct and indirect, of Design-Builder's performance of the Work.

~~Project #1 Phase 2B – The terms and conditions with respect to Phase 2B of the Project will be negotiated at a later date, utilizing the same DBIA 525 Agreement and DBIA 535 General Conditions forms, the terms of which will be mutually agreed upon via Contract Amendment. The sum as determined based on finalization of the lump sum proposal is twenty-two million six hundred fifty thousand and 00/100 (\$22,650,000), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements. Design-Builder shall pay all taxes in accordance with Article 6 of the General Conditions of Contract. The Contract Price includes compensation for all costs, direct and indirect, of Design-Builder's performance of the Work.~~

Section 6.3.1 shall be amended as follows:

6.3.1 The total sum of Allowance Items shall be ~~\$220,00.00~~ \$1,243,700.00 for Phase 2A and Phase 2B as set forth in ~~an~~ Exhibits E & F hereto, which is based upon Design-Builder's Lump Sum Proposals. Items included in the Exhibits are estimates of Allowance Items only and shall not be deemed as a limitation as to each such Allowance Item. Design-Builder may utilize the Allowance Items funds in its good faith discretion, subject to Owner's approval thereof.

Section 6.3.4 shall be amended by adding the following subsections (A) and (B):

6.3.4.A The following allowance items are included in Project 1, Phases 2A/2B

Railroad Easement Renewal: \$500 allowance

- Railroad Easement has an expiration date of December 31, 2025. If easement expires before work is completed in the area the Design-Builder has the ability to renew utilizing this allowance line item.

Weather Delays: \$437,500 allowance. Based on 25 no work weather days.

- Weather delays in excess of 5 days may occur during the project. No costs shall be paid out of the allowance without written approval from Owner with the understanding that:
 - \$17,500/day for complete down day.
 - \$10,000/day where crew can work on miscellaneous noncritical items but key excavation and pipe laying equipment is down.

- Weather day only applies to workdays Monday through Friday.
- Weather day must impact critical path work items.
- Contractor carries 1st 5 weather days in lump sum proposal. Allowance starts on day 6.
- Weather day will also apply to mud day which is defined as day where critical path cannot be completed due to previous day(s) weather – where conditions are too wet or flooded to proceed.
- This supersedes Section 8.2.1.2 of Exhibit A – General Conditions (Modified DBIA 535).

Contaminated Soils: \$93,000 allowance

- Contaminated soils may be encountered on the project. No costs shall be paid out of the allowance without written approval from Owner with the understanding that:
 - \$465/Ton for material haul off and disposal. Based on 200 tons
 - Contaminated soil is defined as material that the Owner will not allow to stay on site and must be disposed of at a certified landfill site.
 - Site utilized for disposal is assumed to be the Sampson County Landfill.

75% to 100% changes in design: \$575,000 allowance

- Scope Changes from 75%-100% may result in design and construction direct and indirect cost, the unallocated allowance will be utilized to pay for those changes. Design Builder shall submit request for payment along with justification to utilize this line item. No costs shall be paid out of the allowance without written approval from Owner.

Material Price Escalation: \$33,000 allowance

- Price escalation of material cost (only ductile iron pipe) may occur to hold pricing past 3-15-25. No costs shall be paid out of the allowance without written approval from Owner with the understanding that:
 - 3% of material cost (only ductile iron pipe).
 - Pricing is currently held on these items for release on 3-15-25.

Additional Material Hauling: \$70,200 allowance (\$27/CY at 10 Cy/load)

- Additional non-contaminated material may need to be hauled off-site. No costs shall be paid out of the allowance without written approval from Owner with the understanding that:
 - This allowance is utilized to take any excess material not allowed on site and haul off to NW mine pit. Non contaminated material.
 - If material can be left on site but needs to be moved more than 500' on site price per CY is \$15.
 - Based on 10 CY truck.

Unsuitable Material \$34,500 allowance (\$34.50/LF per 6" lift)

- The lump sum cost is based on the Geotechnical Report completed during the preliminary engineering phase. Unsuitable soils which were not identified in the Geotechnical Report may be encountered resulting in additional costs. The Unsuitable soils allowance will be utilized to pay for these conditions as identified

in Exhibit A – General Conditions (Modified DBIA 535). Design-Builder shall submit request for payment along with justification to utilize this line item. No costs shall be paid out of the allowance without written approval from Owner with the understanding that:

- Unsuitable soil not identified in Geotechnical Report that is 12" below the pipe invert to be removed and install additional replacement stone per plan detail.
- Carry 12" of additional stone under pipe for 1000 feet.
- Unsuitable only applies to material that is 12" below pipe invert.
- \$34.50/LF per 6" lift includes excavation, haul-off, and disposal of material along with replacement of stone.

Section 6.3.5 shall be amended as follows:

6.3.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.3.4 including all subsections of Section 6.3.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value. However, Owner agrees that the positive balance of allowance item(s) may be used to cover overages of other allowance item(s), prior to a Change Order being issued. Any remaining positive balance of allowance items(s) will be retained by the Owner.

Section 11.14 shall be amended as follows:

11.14 Listing of the Exhibits and documents incorporated herein:

Exhibit A - General Conditions (Modified DBIA 535)

Exhibit B - Owner Project Criteria - Not Used

Exhibit B2 – Updated Owner Project Criteria dated January 2025

Exhibit C – State / County Sales/ Use Tax Statement

Exhibit D - Updated Insurance Certificates, Updated Payment and Performance Bonds

Exhibit D2 – Phase 2B: Updated Insurance Certificates, Updated Payment and Performance Bonds (to be provided by Garney before contract execution)

Exhibit E – Phase 2A: Accepted Lump Sum Proposal

Exhibit F- Phase 2B: Accepted Lump Sum Proposal (TO BE AGREED UPON AND INCORPORATED HEREIN AT A LATER DATE VIA CONTRACT AMENDMENT)

Exhibit G - Coronavirus State and Local Fiscal Recovery Funds Addendum

Exhibit H - NC Division of Water Infrastructure DB Package 2020-03-02.

Exhibit I - Davis-Bacon Specifications Complete 02272020

Summary of Project 1 Phase 2 Design-Builder Costs:

Phase 2A	LS	\$ 16,900,000.00
Phase 2B	LS	\$ 22,650,000.00
Risk Register Allowance Value 2A/2B	ALW	\$ 1,243,700.00
<hr/>		
Updated Total Contract Value		\$ 40,793,700.00

Attachments:

Garney's Phase 2B Lump Sum Proposal dated 2-4-25 This accepted Proposal shall be incorporated into the agreement as Exhibit F.

Updated Owner Project Criteria dated January 2025. This shall be incorporated into the agreement as Exhibit B2.

NC Division of Water Infrastructure DB Package 2020-03-02. This shall be incorporated into the agreement as Exhibit H.

Davis-Bacon Specifications Complete 02272020. This shall be incorporated into the agreement as Exhibit I.

By executing this Amendment, Owner and Design-Builder agree to modify the Agreement as stated above. Upon execution, this Amendment becomes a Contract Document issued in accordance with the Lump Sum Design-Build Agreement executed between the parties by LCFWASA on July 15, 2024. There are no other changes to the Agreement.

**LOWER CAPE FEAR WATER
AND SEWER AUTHORITY:**

GARNEY COMPANIES, INC.:

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

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

Finance Officer

Date



OWNER'S PROJECT CRITERIA

PROJECT DESCRIPTION

The Lower Kings Bluff Raw Water Transmission Main project for Lower Cape Fear Water and Sewer Authority (LCFWASA) includes procurement and installation of a new single 54-inch diameter raw water pipeline. The new transmission main will be installed primarily within LCFWASA's owned easement and will run parallel to LCFWASA's existing 48-inch raw water main. The new transmission main will extend approximately 7-miles from the existing 3 MG ground storage tank located near Brunswick County's Northwest Water Treatment Plant to the approximate raw water connection for Pender County. See Exhibit A.

Pursuant to Section 12.9€ of Session Law 2022-74, LCFWASA received \$23,500,000 from the North Carolina General Assembly 2022 Budget Appropriations through the Department of Environmental Quality (DEQ) for water and/or wastewater projects. LCFWASA also received \$30,000,000 in additional funding for this project through the North Carolina General Assembly Session Law 2023-134, House Bill 259 (HB 259). Funding for this project will be from Federal funds provided through the American Rescue Plan Act of 2021 (ARPA) and 2023 HB 259 appropriations. The Project will be required to meet ARPA Federal requirements, all applicable requirements of Chapter 159G of the North Carolina General Statutes, and Division of Water Infrastructure requirements. Additional funds will be contributed through an Interlocal Agreement between Pender County, Brunswick County, and Cape Fear Public Utility Authority to meet the anticipated project budget of \$43.5 million.

PROPOSED PROJECT DELIVERY

This Project will be delivered in a two phased approach as described below:

1. Phase 1 – Design and Pre-Construction Services: It is anticipated that the scope of services for Phase 1 will be negotiated on a lump sum basis and will require approval by LCFWASA Board of Directors. During this Phase, the scope of services will include overall project scoping, design workshops, development of an initial opinion of cost, design services through a 30% submittal package with an updated cost opinion, design completion to 75%, delivery of a Phase 2 cost proposal, schedule for Phase 2 services, funding agencies submittals and all permits, and encroachments as required.

LCFWASA will consider the Phase 2 proposal, work breakdown structure, scope, schedule, performance guarantees, and any changes to the Design-Builder team members. The Phase 2 cost proposal shall be in a format that is acceptable to LCFWASA and be consistent with Exhibit B. LCFWASA will work with the Design-Builder to finalize the terms of the Design-Builder Agreement for Phase 2. The Design-Builder must be able to demonstrate

that execution of the Phase 2 work is cost-effective, achieves schedule milestones, and meets the needs of the overall Project. If a Phase 2 Agreement is not reached, LCFWASA will have no further contractual responsibility to the Design-Builder and may seek alternatives to complete the Project.

2. Phase 2 – Design-Builder Services Agreement: Phase 2 will include completion of design services beyond the 75% completion stage, construction work, start-up, testing and final Project completion as outlined in the Design-Builder Agreement.

DESIGN-BUILDER SCOPE OF WORK

The scope of work for this Project is expected to include, but not be limited to, the following:

1. Develop and implement a site-specific safety plan for all field activities.
2. Provide all necessary project management, documentation, and progress reporting as required for a successful project. All project documents shall be saved and stored on a cloud-based program and accessible by the Owner and Owners Advisor.
3. Provide and implement quality control and quality assurance plan for Phase 1 and Phase 2 activities.
4. Submit monthly pay applications to the Owner's Advisor (OA) for review and comment. Submission of draft pay applications will need to be provided by the 25th of each month to allow for submittal of the final monthly pay application to LCFWASA on or before the 30th of each month. Final monthly pay applications will be provided to LCFWASA by OA.
5. Complete and provide necessary documentation to meet ARPA Federal requirements, all applicable requirements of Chapter 159G of the North Carolina General Statutes, and 2023 HB 259 funding requirements, as necessary.
6. Lead interactive design workshops with LCFWASA, Cape Fear Public Utility Authority (CFPUA), Brunswick County, Pender County, and LCFWASA's Owner's Advisor.
7. Complete preliminary and final design engineering efforts with design drawings and specification submittals at the 30%, 75%, and 100% design stages.
8. Participate in value engineering discussions to identify design or construction approaches expected to provide cost and/or schedule benefits to the Project.
9. Develop an initial opinion of costs and update the cost during design development at the 30% design submittal and 75% design submittal with the Phase 2 proposal. An updated cost opinion shall be maintained throughout Phase 1 efforts and maintain the same format between each submittal.
10. Complete all survey, environmental delineations, and geotechnical engineering required to complete design, construction, and cost estimating.
11. Obtain all permits and encroachments required for construction. The Design-Builder will be responsible for paying all permitting fees required to secure permits and will also be responsible for providing all certifications required to close out all permits obtained to match Attachment A. Permit fees will be paid out of an allowance. Any wetland mitigation (if needed) will be paid by the LCFWASA. All permits and encroachments will be signed by LCFWASA.

12. Provide all easement maps required to secure easements needed to install the new transmission main. LCFWASA will be responsible for all property owner negotiations needed to secure easements for the project.
13. Support the Owner's Advisor on necessary stakeholder coordination efforts.
14. Develop a hydraulic model of the proposed parallel 54-inch raw water transmission system to evaluate both single and dual main operation. The model shall evaluate system operation using various pipe materials considered for the new main. The hydraulic model shall also be able to evaluate the use of the existing booster pump station and determine if the existing booster station can be decommissioned and incorporate.
15. Perform an evaluation of suitable pipe materials throughout the entire length of the new transmission main alignment. This includes, but is not limited to, all trenchless crossings and areas where open cut installation will occur. Pipe materials to be considered include ductile iron pipe, and steel.
16. Provide all pipe bedding design calculations for the entire length of transmission main. This information shall be provided for review and comment prior to final design of the new transmission main.
17. Construct the new raw water transmission main.
18. Provide engineering services during construction to include RFIs, shop drawing reviews, contractor change order requests, factory testing reports, preparation of record drawings, and project management support.
19. Provide construction management services.
20. Lead startup, performance testing, and training of Owner's staff for the successful operation of the new raw water infrastructure.
21. Testing of the new raw water main and associated appurtenances shall include:
 - Pressure testing of newly installed transmission main shall be performed at a minimum of 1.5 times operating pressure.
 - Water used for testing will be provided by LCFWASA.
 - Testing of transmission main sections installed across water bodies shall be tested separate from other sections installed.
 - Testing of trace wire, cathodic protection, and other appurtenances system shall occur per manufacture recommendations.
22. Complete project close-out activities, including final punch-lists, O&M manual production, training, project certifications, and warranty efforts.
23. Provide complete set of record drawings showing the location of fittings, pipe crossings, and all critical items along the new transmission main. Coordinates for each fitting and vertical distances for each utility crossing shall be correctly provided on the final record drawings. If steel is ultimately used for the new transmission main, the Design-Builder shall provide the steel pipe lay schedule as a part of the record drawing submittal. Record drawings submittal shall be provided in the following quantities and format:
 - Two (2) mylar full size prints
 - Eight (8) half-sized prints
 - Three (3) full-sized sets
 - PDF and AutoCAD files

24. Provide operation and maintenance (O&M) manuals for each type of valve, cathodic protection system, shock mitigation system, or any other item installed that requires O&M activities. Three (3) three-ring binders and one electronic submittal of each O&M manual shall be provided.
25. Assignment of all warranty letters shall be provided during startup. All items installed as a part of the Project shall include a one-year warranty. All valves installed as a part of the Project shall include a two-year warranty. The Design-Builder will need to coordinate exercising of valves at the one-year mark and at the two-year mark from the date of Final Completion.
26. Prior to reseeding efforts, the Design-Builder shall regrade the disturbed areas to provide passage and a mowable surface.

Design and construction of the new raw water transmission main shall account for, but not be limited to, the following design considerations:

- Minimum 3-foot depth of bury from the top of the new pipe to ground surface shall be maintained, or as required by Public Water Supply.
- A 2.5 factor of safety, or greater, shall be used for the design and installation at all water crossings.
- Vertical and horizontal survey of the transmission main shall include a data point at all bends and every 100 LF along the new main. Horizontal survey of the transmission main where open cut in water crossing occurs shall be every 20 LF.
- A cathodic protection system evaluation shall be performed to establish location and need of including cathodic protection system on the new raw water transmission main. Cathodic protection system shall be installed, where applicable.
- Tracer wire shall be installed along the full length of the new transmission main. All tracer wire pull boxes shall be easily accessible and located no more than 1,000 ft apart. A tracer point shall be located on the top of each pull box lid. Splicing of tracer wire between pull boxes is prohibited.
- All inline valves shall close in a clockwise direction and shall be 100% fully ported and include bypass assist for closing. Butterfly valves may be considered for non-inline applications.
- Valve markers shall be provided with a valve tag on each marker denoting the valve make and model, year installed, number and direction of turns to open and close.
- Provide and install fiberglass pipe markers along the newly installed transmission main. Pipe identification markers shall match existing markers installed along LCFWASA's existing 14-mile raw water transmission main.
- Soil contamination on the Dupont/DAK property may impact handling of excavated material. Coordination with Dupont/DAK representative will be required for on-site disposal. If on-site disposal is not an option, contaminated soils will need to be properly disposed at an approved disposal facility.
- Reseeding of disturbed areas shall meet the requirements set forth by the permits and easement conditions secured for the project. At a minimum, NCDOT approved seed mixtures shall be used within the LCFWASA easement, within road rights-of-way,

railroad easements, and all other disturbed areas along the project corridor except for within The Bluffs residential neighborhood community. Seeding within The Bluffs community shall be replaced with like kind seed, no grass seed mixtures will be approved at The Bluffs.

Exhibit A



Exhibit B**Lower Kings Bluff Raw Water Transmission Main
Lower Cape Fear Water and Sewer Authority****Cost Proposal Submittal Format**

Cover Letter

- Signed by Project Director and/or Officer of Design-Builder
- Time Limit of Acceptance of the Proposal

Section 1 – Cost Proposal

- Cost Summary
 - See Attached
- Backup Information
 - General Conditions Cost Details
 - Proposed changes to the Draft General Conditions DBIA Document 535
 - Self-perform Work Breakdown
 - Subcontractor Bids
 - Vendor/Equipment Bids
 - Allowance Item List and Backup
 - Updated Team Organizational Chart
 - Final Engineering Design and Engineering Services during Construction Scope and Fee Proposals – IF APPLICABLE
 - Schedule of Alternate Prices – IF APPLICABLE
 - Schedule of Unit Prices
 - Statement of Additional Services – IF APPLICABLE
 - Owner's Permit List

Section 2 - Contract Documents as Basis for Cost Proposal

- 60% Plans (or acceptable % complete level of Plans)
- Specifications Manual
- Geotechnical and SUE Data

Section 3 - Assumptions and Clarifications**Section 4 – Project Schedule**

- Project Schedule with Substantial Completion Date

Exhibit B

Cost Summary Format

<i>Description</i>	<i>Amount</i>
Direct Costs	
Labor	\$ -
Material	\$ -
Subcontracts	\$ -
Equipment	\$ -
Other	\$ -
Subtotal	\$ -
Engineering Services	
Design to 100%	\$ -
ESDC	\$ -
Subtotal	\$ -
Indirect Costs	
Sub/ Vendor Bonds	\$ -
Permits	\$ -
Taxes	\$ -
Freight	\$ -
Subtotal	\$ -
DB's Fee	
DB's Fee (7.4.1)	\$ -
Subtotal	\$ -
DB's General Conditions	
DB's General Conditions (DBIA 535 Revised)	\$ -
Subtotal	\$ -
DB's Construction Contingency	
DB's Contingency	\$ -
Subtotal	\$ -
Bonds & Insurance	
Bonds	\$ -
Insurance	\$ -
Subtotal	\$ -
Allowances	
Allowance1	\$ -
Allowance2	\$ -
Allowance3	\$ -
Allowance4	\$ -
Allowance5	\$ -
Subtotal	\$ -
Owner's Contingency	
Owner's Contingency	\$ -
Subtotal	\$ -
Total GMP	\$ -



4340 Taggart Creek Road, Charlotte, NC 28208
Phone: 919-694-6979
www.garney.com

HDR
Jason Cook
555 Fayetteville Street, Ste 900
Raleigh, NC 27601
2-4-25

RE: Lump sum proposal for Kings Bluff Watermain Phase B

Included is Garney Construction revised LS proposal based on discussions from our meeting on 2-3-25. This proposal includes risk register, assumption log, subcontractor and suppliers utilized. Package also includes backup and quotes for LS cost as well as summaries for overall projected total project cost and Changes from the original probable cost.

Please call me with any questions or concerns.

Sincerely,

CJ Cahoy

CJ Cahoy
Project Manager

GARNEY CONSTRUCTION *Advancing Water*

PH: 919.694.6979 ext.967 Cell: 605.215.2480

ADDRESS: 4340 Taggart Creek Road; Charlotte, NC 28208 GARNEY.COM

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Mobilization	1.0	LS	\$ 200,000.00	\$ 200,000.00
Erosion Control	23,450.0	LF	\$ 13.00	\$ 304,850.00
Prep Project	23,450.0	LF	\$ 160.00	\$ 3,752,000.00
Clearing	23,421.0	LF	\$ 37.50	\$ 878,287.50
Install Steel Pipe	23,421.0	LF	\$ 215.00	\$ 5,035,515.00
Misery Road Crossing (open cut)	1.0	LS	\$ 170,000.00	\$ 170,000.00
Indian Creek Crossing	1.0	LS	\$ 350,000.00	\$ 350,000.00
Dogwood Road Crossing (open cut)	1.0	LS	\$ 170,000.00	\$ 170,000.00
RR open cut crossing (Casing only)	50.0	LF	\$ 1,900.00	\$ 95,000.00
Cross existing 48" PCCP	3.0	EA	\$ 95,000.00	\$ 285,000.00
Pender County Connection	1.0	LS	\$ 1,310,000.00	\$ 1,310,000.00
Clean up	23,450.0	LF	\$ 50.00	\$ 1,172,500.00
Catholic Protection	23,450.0	LF	\$ 12.00	\$ 281,400.00
ARV	9.0	EA	\$ 60,000.00	\$ 540,000.00
12" blow off	2.0	ea	\$ 60,000.00	\$ 120,000.00
18" blow off	1.0	ea	\$ 85,000.00	\$ 85,000.00
Cape Fear River crossing	1.0	LS	\$ 5,635,000.00	\$ 5,635,000.00
Connect to River crossing	2.0	ea	\$ 125,000.00	\$ 250,000.00
Engineer-CA Service	10.0	Mo	\$ 44,000.00	\$ 440,000.00
75% to 100% design completion	1.0	LS	\$ 225,000.00	\$ 225,000.00
contaminated water processing	1.0	ls	\$ 702,947.50	\$ 702,947.50
Weather day	5.0	day	\$ 17,500.00	\$ 87,500.00
Bonds and insurance (2.5%)	1.0	LS	\$ 560,000.00	\$ 560,000.00
Weather days	25.0	Days	\$ 17,500.00	\$ 437,500.00
contaminated soil	200.0	ton	\$ 465.00	\$ 93,000.00
Pender County Interconnect			\$ -	\$ -
75% to 100% changes	1.0	LS	\$ 575,000.00	\$ 575,000.00
Price escalation on ductile past 3.15	1.0	LS	\$ 33,000.00	\$ 33,000.00
Material to be hauled off site	260.0	Load	\$ 270.00	\$ 70,200.00
Unforeseen conditions			\$ -	\$ -
Unsuitable Soils	1,000.0	LF	\$ 34.50	\$ 34,500.00
PCCP Crossing			\$ -	\$ -
				\$ 22,650,000.00
				\$ 1,243,200.00

TOTAL CONTRACT \$ 23,893,200.00

DESCRIPTION	EXTENSION
Opinion of Probable cost.	\$ 21,000,000.00
added 2-12" blow offs	\$ 120,000.00
added 2 manways	\$ 25,000.00
added 48" valve at Pender Interconnect	\$ 143,100.00
added 36" gate valve at pender interconnect	\$ 98,100.00
Install casing at RR	\$ 72,500.00
Contaminated water treatment	\$ 706,000.00
increase in labor/Equipment rates from OPC (3%)	\$ 99,000.00
depth in river from 3' to 5' due to permit	\$ 200,000.00
Cost for ductile pipe in river from 48" to 54"	\$ 300,000.00
Cost for added DOT excavation requirement	\$ 134,434.00
Less footage to revised alignment but change pipe size from 48" to 54"	\$ 500,000.00
Added PCCP crossing (2) with alignment change	\$ 190,000.00
Deduct to open cut roadways in lieu of tunnel	\$ (200,000.00)
Deduct for weather days (moved to risk register)	\$ (875,000.00)
Revised cost after OPC	\$ 22,513,134.00

SCHEDULE OF VALUES

GCI ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
10	Mobilization	1.0	LS	\$ 200,000.00	\$ 200,000.00
20	Erosion Control	23,450.0	LF	\$ 13.00	\$ 304,850.00
30	Prep Project	23,450.0	LF	\$ 160.00	\$ 3,752,000.00
40	Clearing	23,421.0	LF	\$ 37.50	\$ 878,287.50
50	Install Steel Pipe	23,421.0	LF	\$ 215.00	\$ 5,035,515.00
60	Misery Road Crossing (Open cut)	1.0	LS	\$ 170,000.00	\$ 170,000.00
70	Indian Creek Crossing	1.0	LS	\$ 350,000.00	\$ 350,000.00
80	Dogwood Road Crossing (open Cut)	1.0	LS	\$ 170,000.00	\$ 170,000.00
90	RR open cut crossing (Casing only)	50.0	LF	\$ 1,900.00	\$ 95,000.00
100	Cross existing 48" PCCP	3.0	EA	\$ 95,000.00	\$ 285,000.00
110	Pender County Connection	1.0	LS	\$ 1,310,000.00	\$ 1,310,000.00
120	Clean up	23,450.0	LF	\$ 50.00	\$ 1,172,500.00
130	Cathodic Protection	23,450.0	LF	\$ 12.00	\$ 281,400.00
140	ARV	9.0	EA	\$ 60,000.00	\$ 540,000.00
150	12" blow off	2.0	ea	\$ 60,000.00	\$ 120,000.00
160	18" blow off	1.0	ea	\$ 85,000.00	\$ 85,000.00
170	Cape Fear River crossing	1.0	LS	\$ 5,635,000.00	\$ 5,635,000.00
180	Connect to River crossing	2.0	ea	\$ 125,000.00	\$ 250,000.00
190	Engineer-CA Service	10.0	Mo	\$ 44,000.00	\$ 440,000.00
200	75% to 100% design completion	1.0	LS	\$ 225,000.00	\$ 225,000.00
210	contaminated water processing	1.0	ls	\$ 702,947.50	\$ 702,947.50
220	Weather day	5.0	day	\$ 17,500.00	\$ 87,500.00
230	Bonds and insurance (2.5%)	1.0	LS	\$ 560,000.00	\$ 560,000.00
240					\$ -
250					
260					
270					\$ -
Unhide rows above for additional SOV items					\$ 22,650,000.00

CREW

RESOURCE	RESOURCE DESCRIPTION	QUANTITY	HOURS PER WEEK Per Resource	BASE HOURLY RATE	MONTHLY PER DIEM + INCIDENTAL ALLOWANCE	MONTHLY VEHICLE ALLOWANCE	SUB TOTAL	TOTAL WEEKLY & DAILY CREW COSTS
Project Management								
Keith Burke	510 Project Manager: Senior	1	10	\$ 98.00	\$ -	\$ 1,475	\$ 1,637	TOTAL WEEKLY CREW COST \$ 12,629
CJ	510 Project Manager: Senior	1	35	\$ 83.00	\$ -	\$ 1,475	\$ 4,543	
Alan Litzikon	530 Project Manager: Assistant	1	40	\$ 47.00	\$ 1,890	\$ 1,050	\$ 3,466	
Wyatt Sullivan	540 Project Engineer:	1	40	\$ 39.00	\$ 1,890	\$ 1,050	\$ 2,982	
TOTAL DAILY CREW COST \$ 2,526								
Prep crew								
MM	640 Superintendent: Assistant	1	40	\$ 48.00	\$ 1,890	\$ 1,475	\$ 4,251	TOTAL WEEKLY CREW COST \$ 48,293.30
Cody W.	701 Operator: Excavator	1	55	\$ 25.12	\$ 1,890	\$ -	\$ 2,743	
Mitchell	702 Operator: Loader	1	55	\$ 22.26	\$ 1,890	\$ -	\$ 2,493	Fringe Rates 6.10% Work Comp 8.65% Payroll 1.65% Marketing 1.50% It/Tech 2.00% Corp and Accounting 9.80% Health Insurance 8% Retirement 1.00% Future (start to change in April to jobs) has not posted exactly where applied. 39.00%
Leo	800 Laborer:	1	55	\$ 22.66	\$ 1,890	\$ -	\$ 2,528	
Reggie	800 Laborer:	1	55	\$ 21.84	\$ 1,890	\$ -	\$ 2,456	
Joey Cass	704 Operator: Misc.	1	55	\$ 26.00	\$ 1,890	\$ -	\$ 2,820	
	Excavator: Cat 352 - 110K LB EDC	1	40				\$ 5,815	
	Loader: Deere 644P - 4.0 CT 4WD	1	40				\$ 3,715	
	Dozer: Deere 700P - 135HP SCD	1	35				\$ 2,608	
	vac attachment	1	25				\$ 711	
	Shin Grinder	1	20				\$ 5,204	
	truck truck	1	40				\$ 4,811	
	hydraema truck	1	40				\$ 4,508	
	Broom	1	15				\$ 542	
	EXCAVATOR 43000-49999#	1	50				\$ 3,088	
TOTAL WEEKLY CREW COST \$ 83,844.32								
TOTAL DAILY CREW COST \$ 16,768.86								
Pipe Crew								
PV	620 Superintendent: Senior	1	40	\$ 95.00	\$ 1,890	\$ 1,475	\$ 6,990	TOTAL WEEKLY CREW COST \$ 83,844.32
Joey Olmstead	640 Superintendent: Assistant	1	40	\$ 45.00	\$ 1,890	\$ 1,475	\$ 4,086	
Steve D	701 Operator: Excavator	1	55	\$ 39.42	\$ 1,890	\$ -	\$ 3,994	Fringe Rates 6.10% Work Comp 8.65% Payroll 1.65% Marketing 1.50% It/Tech 2.00% Corp and Accounting 9.80% Health Insurance 8% Retirement 1.00% Future (start to change in April to jobs) has not posted exactly where applied. 39.00%
Rob B	701 Operator: Excavator	1	55	\$ 32.07	\$ 1,890	\$ -	\$ 3,351	
Angel V	701 Operator: Excavator	1	55	\$ 27.83	\$ 1,890	\$ -	\$ 2,980	
Felix C	702 Operator: Loader	1	55	\$ 25.20	\$ 1,890	\$ -	\$ 2,750	
David G	702 Operator: Loader	1	55	\$ 27.57	\$ 1,890	\$ -	\$ 2,958	
Daniel W.	810 Pipelayer	1	55	\$ 30.04	\$ 1,890	\$ -	\$ 3,173	
Caden G	810 Pipelayer	1	55	\$ 23.54	\$ 1,890	\$ -	\$ 2,605	
Chase G.	800 Laborer:	1	55	\$ 21.53	\$ 1,890	\$ -	\$ 2,429	
John F.	670 Foreman: Hourly	1	55	\$ 28.94	\$ 1,890	\$ -	\$ 3,078	
JF.	800 Laborer:	1	55	\$ 23.63	\$ 1,890	\$ -	\$ 2,612	
	Excavator: Cat 395 - 188K LB EDC	1	50				\$ 13,843	
	Excavator: Cat 352 - 110K LB EDC	1	50				\$ 6,449	
	Excavator/ATS: Cat 335 - 78K LB EDC	1	45				\$ 4,417	
	Loader: Deere 624P - 3.5 CT 4WD	1	40				\$ 3,102	
	Loader: Deere 644P - 4.0 CT 4WD	1	40				\$ 3,715	
	Generator	1	50				\$ 1,305	
	Trench Box 60'	1	40				\$ 620	
	Misc trench boxes	1	40				\$ 420	
	Compaction wheels	1	40				\$ 620	
	4" pump	2	100				\$ 5,837	
	DOZER LOW GROUND PRESSURE 100-115HP	1	40				\$ 2,511	
3 man support								
	704 Operator: Misc.	1	55	\$ 25.00	\$ -	\$ -	\$ 2,297	TOTAL WEEKLY CREW COST \$ 42,224.22
	800 Laborer:	1	55	\$ 20.00	\$ -	\$ -	\$ 1,859	
	800 Laborer:	1	55	\$ 20.00	\$ -	\$ -	\$ 1,859	
	MINI EXCAVATOR 10000-13999# REDUCED TAIL	1	30				\$ 1,090	
	SKID STEER TRACK LOADER 2800-3399#	1	30				\$ 1,389	
Clean up crew								
MM	640 Superintendent: Assistant	1	40	\$ 48.00	\$ 1,890	\$ 1,475	\$ 4,251	TOTAL WEEKLY CREW COST \$ 42,224.22
Cody W.	701 Operator: Excavator	1	55	\$ 25.12	\$ 1,890	\$ -	\$ 2,743	
Brian	702 Operator: Loader	1	55	\$ 25.74	\$ 1,890	\$ -	\$ 2,797	
Pablo	800 Laborer:	1	55	\$ 22.66	\$ 1,890	\$ -	\$ 2,528	
Reggie	800 Laborer:	1	55	\$ 21.84	\$ 1,890	\$ -	\$ 2,456	

CREW

RESOURCE	RESOURCE DESCRIPTION	QUANTITY	HOURS PER WEEK Per Resource	BASE HOURLY RATE	MONTHLY PER DIEM + INCIDENTAL ALLOWANCE	MONTHLY VEHICLE ALLOWANCE	SUB TOTAL	TOTAL WEEKLY & DAILY CREW COSTS
Jeey Cass	704 Operator: Misc.	1	55	\$ 26.00	\$ 1,890	\$ -	\$ 2,820	
	Excavator: Cat 352 - 110K LB EXC	1	40				\$ 5,815	
	Loader: Deere 644P - 4.0 CY 4WD	1	40				\$ 3,715	
	Dozer: Deere 700P - 135HP SCD	1	40				\$ 2,780	
	Hydrama truck	1	40				\$ 4,508	
	truck truck	1	40				\$ 4,811	
	Broom	1	20				\$ 626	
	EXCAVATOR 43000-49999#	1	30				\$ 2,370	
Weather Crew								
PV	510 Project Manager: Senior	1	40	\$ 95.00	\$ 1,890	\$ 1,475	\$ 6,990	\$ 80,057.42 TOTAL WEEKLY CREW COST
MM	530 Project Manager: Assistant	1	40	\$ 48.00	\$ 1,890	\$ 1,050	\$ 4,251	\$ 16,007.48 TOTAL DAILY CREW COST
	540 Project Engineer:	1	40	\$ 45.00	\$ 1,890	\$ 1,050	\$ 3,869	
CJC	620 Superintendent: Senior	1	40	\$ 84.00	\$ 1,890	\$ 1,475	\$ 6,383	
AL	640 Superintendent: Assistant	1	40	\$ 48.00	\$ 1,890	\$ 1,475	\$ 4,251	
WS	650 Field Engineer	1	40	\$ 41.00	\$ 1,890	\$ 1,050	\$ 3,648	
JF	670 Foreman: Hourly	1	40	\$ 28.94	\$ 1,890	\$ -	\$ 2,166	
SD	701 Operator: Excavator	1	40	\$ 39.42	\$ 1,890	\$ -	\$ 2,783	
FC	702 Operator: Loader	1	40	\$ 25.20	\$ 1,890	\$ -	\$ 1,956	
DG	800 Laborer:	1	40	\$ 27.57	\$ 1,890	\$ -	\$ 2,089	
DW	810 Pipelayer	1	40	\$ 30.04	\$ 1,890	\$ -	\$ 2,227	
AV	704 Operator: Misc.	1	40	\$ 27.83	\$ 1,890	\$ -	\$ 2,104	
	Excavator: Cat 395 - 188K LB EXC	1	0				\$ 7,400	
	Excavator: Cat 352 - 110K LB EXC	2	10				\$ 7,828	
	Excavator/RTS: Cat 335 - 78K LB EXC	1	10				\$ 2,693	
	Loader: Deere 644P - 4.0 CY 4WD	2	0				\$ 4,160	
	Loader: Deere 624P - 3.5 CY 4WD	1	0				\$ 1,800	
	Generator	1	50				\$ 1,305	
	4" pump	2	50				\$ 3,537	
	truck truck	1	10				\$ 3,932	
	hydrama truck	1	10				\$ 3,401	
	EXCAVATOR 43000-49999#	1	0				\$ 1,294	

ESTIMATE

VENDOR	TYPE	DESCRIPTION	QUANTITY PER INSTALL	INSTALL MEASURE	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	TAX	UNIT COST	LINE ITEM TOTAL
Mobilization										
move around river	Crew	Pipe Crew	2.0	Shifts	1.00	2.00	Shifts		\$ 16,768.86	\$ 33,608.65
move around river	Crew	Prep crew	1.0	Shifts	1.00	1.00	Shifts		\$ 9,658.66	\$ 9,658.66
move around river	Crew	Clean up crew	1.0	Shifts	1.00	1.00	Shifts		\$ 8,444.24	\$ 8,555.71
	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0		1.00	1.00	Lump Sum		\$ -	\$ -
	Material	Yard Rent	11	month	1.00	11.00	Month	Yes	\$ 1,000.00	\$ 11,742.50
	Subcontract	Lowboys-move around river-calc page	1		1.00	1.00	LS		\$ 45,600.00	\$ 45,600.00
M&C	Subcontract	Survey layout and Abulbuts	1		1.00	1.00	LS		\$ 13,000.00	\$ 13,000.00
Ranger	Subcontract	CAD in 395	1		1.00	1.00	LS		\$ 3,500.00	\$ 3,500.00
Piedmont	Subcontract	Erosion Mobe	7		1.00	7.00	each		\$ 1,000.00	\$ 7,000.00
Allens	Subcontract	Welder Mobe	1		4.00	4.00	each		\$ 1,800.00	\$ 7,200.00
Cobiaco	Subcontract	Joint Grout Mobe	2		1.00	2.00	ea		\$ 22,000.00	\$ 44,000.00
M&C	Subcontract	Drone Video	11		1.00	11.00	Months		\$ 2,000.00	\$ 22,000.00
Erosion Control										
install support	Crew	Clean up crew	6.0	Shifts	23,450.00	6.00	Shifts		\$ 8,444.24	\$ 51,394.27
repairs/clean up	Crew	3 man support	2,200.0	Units Per Shift	23,450.00	10.66	Shifts		\$ 1,698.68	\$ 18,277.50
	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0		2.00	2.00	Lump Sum		\$ -	\$ -
	Material	Dewater bags	1		23,450.00	23,450.00	LF	Yes	\$ 0.60	\$ 15,019.73
	Material	hoses	1		23,450.00	23,450.00	LF	Yes	\$ 0.30	\$ 7,509.86
	Material	silt fence outlets/material	1		23,600.00	23,600.00	LF	Yes	\$ 2.00	\$ 50,386.00
	Material	construction outlets	1		5.00	5.00	ea	Yes	\$ 1,250.00	\$ 6,671.88
Piedmont	Subcontract	Install silt fence	1.5		23,450.00	35,175.00	LF		\$ 1.96	\$ 68,943.00
Piedmont	Subcontract	remove silt fence	1.5		23,450.00	35,175.00	LF		\$ 1.00	\$ 35,175.00
Piedmont	Subcontract	Repair Silt fence	0.6		23,450.00	14,070.00	LF		\$ 0.65	\$ 9,145.50
Prep Project										
Place road and stone	Crew	Prep crew	850.0	Units Per Shift	18,200.00	21.41	Shifts		\$ 9,658.66	\$ 210,387.89
low area/crane mats	Crew	Prep crew	400.0	Units Per Shift	5,400.00	13.50	Shifts		\$ 9,658.66	\$ 132,648.41
unlead pipe	Crew	Prep crew	1,200.0	Units Per Shift	23,450.00	19.54	Shifts		\$ 9,658.66	\$ 192,012.66
dewatering help	Crew	3 man support	1,500.0	Units Per Shift	17,500.00	11.67	Shifts		\$ 1,698.68	\$ 20,005.22
	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0		3.00	3.00	Lump Sum		\$ -	\$ -
	Pipe	Culvert pipe for crossings	1		23,450.00	23,450.00	LF	Yes	\$ 1.50	\$ 37,599.31
5'400' of low area 2.5'x10'	Material	Sand for access road	1		5,000.00	5,000.00	CY	Yes	\$ 6.00	\$ 30,025.00
	Material	stone for backfill	1.24		23,450.00	29,078.00	Ton	Yes	\$ 53.50	\$ 1,660,680.93
	Material	Sand for Backfill	0.73		23,450.00	17,118.50	CY	Yes	\$ 6.00	\$ 109,643.99
	Material	traffic control signage (detours for misery and other road)	1		2.00	2.00	LS	Yes	\$ 7,500.00	\$ 16,012.50
5'400' of low area	Material	Crane mats in wet areas	0.5		1,350.00	675.00	ea	Yes	\$ 425.00	\$ 306,239.06
	Subcontract	Haul sand Road - Calc	1		5,000.00	5,000.00	Ton	Yes	\$ 16.50	\$ 82,500.00
	Subcontract	Haul Stone	1.24		23,450.00	29,078.00	CY	Yes	\$ 9.87	\$ 286,999.86
	Subcontract	Haul Sand backfill - Calc	0.73		23,450.00	17,118.50	CY	Yes	\$ 16.50	\$ 287,455.25
Clearing										
Grind	Crew	Prep crew	500.0	Units Per Shift	18,000.00	36.00	Shifts		\$ 9,658.66	\$ 353,729.08
Pull stumps	Crew	Prep crew	1,500.0	Units Per Shift	18,000.00	12.00	Shifts		\$ 9,658.66	\$ 117,909.69
	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0		4.00	4.00	Lump Sum		\$ -	\$ -
Turtetow	Material	tub grinder -rental (stumps and trees)	1		2.00	2.00	mo	Yes	\$ 15,000.00	\$ 32,025.00

2/4/2025

ESTIMATE

VENDOR	TYPE	DESCRIPTION	QUANTITY PER INSTALL	INSTALL MEASURE	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	TAX	UNIT COST	LINE ITEM TOTAL
18,600'	Subcontract	Haul off Chips	1		300.00	300.00	Load		\$ 165.00	\$ 49,500.00
	Subcontract	dump fee for chips/stumps	1		300.00	300.00	load		\$ 100.00	\$ 30,000.00
		Install Steel Pipe			23,421					
	Crew	Pipe Crew	95.0	Units Per Shift	5,560.00	58.53	Shifts		\$ 16,768.86	\$ 983,495.11
	Crew	Pipe Crew	170.0	Units Per Shift	2,500.00	14.71	Shifts		\$ 16,768.86	\$ 246,600.95
	Crew	Pipe Crew	350.0	Units Per Shift	15,011.00	42.89	Shifts		\$ 16,768.86	\$ 719,192.65
	Crew	Pipe Crew	1.5	Units Per Shift	26.00	17.33	Shifts		\$ 16,768.86	\$ 291,274.93
	Crew	Pipe Crew	4.0	Shifts	23,421.00	4.00	Shifts		\$ 16,768.86	\$ 67,217.29
	Crew	3 man support	1,000.0	Units Per Shift	23,421.00	23.42	Shifts		\$ 1,698.68	\$ 40,160.77
	Crew	3 man support	1,000.0	Units Per Shift	23,421.00	23.42	Shifts		\$ 1,698.68	\$ 40,160.77
	Crew	Pipe Crew	25.0	Units Per Shift	350.00	14.00	Shifts		\$ 16,768.86	\$ 235,260.52
	Crew	Clean up crew	8.0	Shifts	350.00	8.00	Shifts		\$ 8,444.24	\$ 68,445.69
	Crew	3 man support	14.0	Shifts	350.00	14.00	Shifts		\$ 1,698.68	\$ 24,006.27
	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0		5.00	5.00	Lump Sum		\$ -	\$ -
	Pipe	Added manway for access	1		2.00	2.00	EA	Yes	\$ 9,200.00	\$ 19,642.00
	Pipe	steel pipe with coil for r/hr	1.2		350.00	420.00	EA	Yes	\$ 275.00	\$ 123,296.25
	Material	tracer wire/tape	1.2		23,421.00	28,105.20	LF	Yes	\$ 0.68	\$ 20,401.56
	Material	tracer wire box	1		35.00	35.00	ea	Yes	\$ 52.00	\$ 1,942.85
	Material	consumable (propane, weld rod, etc)	1		23,421.00	23,421.00	LF	Yes	\$ 1.00	\$ 25,001.92
	Material	additional pipe wraps	1.25		45.00	56.25	ea	Yes	\$ 200.00	\$ 12,009.38
	Material	Crate mats 24"x12" x 4' -use for 395 machine	1.3		25.00	32.50	ea	Yes	\$ 1,987.00	\$ 68,936.48
	Material	GROUT sand	1		152.00	152.00	TN	Yes	\$ 16.00	\$ 2,596.16
	Material	dewatering rent	1		6.00	6.00	MO	Yes	\$ 1,805.00	\$ 11,561.03
	Material	8" pump rental	2		6.00	12.00	MO	Yes	\$ 2,205.00	\$ 28,246.05
	Material	8" pump fuel rental	45		300.00	13,500.00	gallons	Yes	\$ 4.00	\$ 57,645.00
	Subcontract	dewatering install	1		10,700.00	10,700.00	LF		\$ 12.50	\$ 133,750.00
	Subcontract	welder	1		585.00	585.00	ea		\$ 288.00	\$ 168,480.00
	Subcontract	welder standby	0.25		585.00	146.25	hr		\$ 149.00	\$ 21,791.25
	Subcontract	grout joints	1		585.00	585.00	ea		\$ 155.00	\$ 90,675.00
		Misery Road Crossing Open cut			1					
	Crew	Pipe Crew	4.0	Shifts	1.00	4.00	Shifts		\$ 16,768.86	\$ 67,217.29
	Crew	Clean up crew	2.0	Shifts	1.00	2.00	Shifts		\$ 8,444.24	\$ 17,111.42
	Crew	Prep crew	1.0	Shifts	1.00	1.00	Shifts		\$ 9,658.66	\$ 9,825.81
	Crew	3 man support	2.0	Shifts	1.00	2.00	Shifts		\$ 1,698.68	\$ 3,439.47
	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0		6.00	6.00	Lump Sum		\$ -	\$ -
	Material	Dewatering install	1		500.00	500.00	LF	Yes	\$ 12.50	\$ 6,671.88
	Material	sand backfill at 1:1 per DOT	570		1.00	570.00	TN	Yes	\$ 8.75	\$ 5,324.16
	Material	roller rent	1		1.00	1.00	LS	Yes	\$ 3,000.00	\$ 3,202.50
	Material	temp asphalt	1		30.00	30.00	TN	Yes	\$ 125.00	\$ 4,003.13
	Material	road base.	1		60.00	60.00	Ton	Yes	\$ 35.00	\$ 2,211.75
	Subcontract	11" paving base	40		1.00	40.00	Ton		\$ 300.00	\$ 12,000.00
	Subcontract	3" surface paving	60		1.00	60.00	SY		\$ 30.00	\$ 1,800.00
	Subcontract	1.5" mill and overlay	280		1.00	280.00	SY		\$ 17.50	\$ 4,900.00
	Subcontract	painting/thermo	800		1.00	800.00	LF		\$ 2.00	\$ 1,600.00

2/4/2025

ESTIMATE

VENDOR	TYPE	DESCRIPTION	QUANTITY PER INSTALL	INSTALL MEASURE	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	TAX	UNIT COST	LINE ITEM TOTAL
	Subcontract	Paver Mobe	1		1.00	1.00	EA		\$ 6,500.00	\$ 6,500.00
	Subcontract	Traffic control detour signage	1		1.00	1.00	LS		\$ 5,000.00	\$ 5,000.00
	Subcontract	haul off and dispose asphalt	50		1.00	50.00	LS		\$ 26.00	\$ 1,300.00
Indian Creek Crossing										
	Crew	Prep crew	3.0	Shifts	1.00	3.00	Shifts		\$ 9,658.66	\$ 29,477.42
	Crew	Pipe Crew	5.0	Shifts	1.00	5.00	Shifts		\$ 16,768.86	\$ 84,021.61
	Crew	Clean up crew	5.0	Shifts	1.00	5.00	Shifts		\$ 8,444.24	\$ 42,778.56
	Crew	3 man support	5.0	Shifts	1.00	5.00	Shifts		\$ 1,698.68	\$ 8,573.67
	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0		7.00	7.00	Lump Sum		\$ -	\$ -
	Pipe	culvert pipe for crossing	80		1.00	80.00	Ton	Yes	\$ 243.00	\$ 20,752.20
	Material	added stone from 50% to top of pipe	600		1.24	744.00	TN	Yes	\$ 53.50	\$ 42,490.77
	Material	crane mats	1		10.00	10.00	Ea	Yes	\$ 1,387.00	\$ 14,806.23
	Material	Pump and wellpoint rental	1		1.00	1.00	Week	Yes	\$ 2,500.00	\$ 2,668.75
	Material	erosion turbidity barrier	2		1.00	2.00	LS	Yes	\$ 1,200.00	\$ 2,552.00
	Material	wetland seed	1		1.00	1.00	LS	Yes	\$ 400.00	\$ 427.00
	Material	additional sand for road	667		1.00	666.67	CY	Yes	\$ 6.00	\$ 4,270.00
	Subcontract	haul in/off sand road and spoil	667		2.00	1,333.33	CY		\$ 16.50	\$ 22,000.00
	Subcontract	dewatering install	1200		1.00	1,200.00	LS		\$ 12.50	\$ 15,000.00
Dogwood Road Crossing (open cut)										
	Crew	Pipe Crew	4.0	Shifts	1.00	4.00	Shifts		\$ 16,768.86	\$ 67,217.29
	Crew	Prep crew	1.0	Shifts	1.00	1.00	Shifts		\$ 9,658.66	\$ 9,825.81
	Crew	Clean up crew	2.0	Shifts	1.00	2.00	Shifts		\$ 8,444.24	\$ 17,111.42
	Crew	3 man support	2.0	Shifts	1.00	2.00	Shifts		\$ 1,698.68	\$ 3,429.47
	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0		8.00	8.00	Lump Sum		\$ -	\$ -
	Material	dewatering	1		1.00	1.00	LS	Yes	\$ 5,000.00	\$ 5,337.50
	Material	sand backfill at 1:1 per DOT	60		1.00	60.00	TN	Yes	\$ 8.75	\$ 560.44
	Material	roller rent	1		1.00	1.00	EA	Yes	\$ 3,000.00	\$ 3,202.50
	Material	temp asphalt	40		1.00	40.00	Ton	Yes	\$ 125.00	\$ 5,337.50
	Material	road base.	1		60.00	60.00	ten	Yes	\$ 35.00	\$ 2,241.75
	Subcontract	11" base paving	30		1.00	30.00	TN		\$ 300.00	\$ 9,000.00
	Subcontract	3" surface paving	60		1.00	60.00	SY		\$ 30.00	\$ 1,800.00
	Subcontract	1.5" mill and overlay	280		1.00	280.00	SY		\$ 17.50	\$ 4,900.00
	Subcontract	painting/thermo	800		1.00	800.00	LF		\$ 2.00	\$ 1,600.00
	Subcontract	Traffic control detour signage	1		1.00	1.00	LS		\$ 5,000.00	\$ 5,000.00
	Subcontract	Paver mobe	1		1.00	1.00	LS		\$ 6,500.00	\$ 6,500.00
	Subcontract	haul off and dispose asphalt	30		1.00	30.00	CY		\$ 21.00	\$ 660.00
RR open cut crossing (Casing only)										
	Crew	Prep crew	2.0	Shifts	50.00	2.00	Shifts		\$ 9,658.66	\$ 19,651.62
	Crew	Clean up crew	2.0	Shifts	50.00	2.00	Shifts		\$ 8,444.24	\$ 17,111.42
	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0		9.00	9.00	Lump Sum		\$ -	\$ -
	Pipe	66" casing	1		50.00	50.00	LF	Yes	\$ 498.00	\$ 26,580.75
	Material	speers and end seals	1		10.00	10.00	ea	Yes	\$ 350.00	\$ 3,756.25
	Material	stone back for tracks	1		50.00	50.00	tons	Yes	\$ 75.00	\$ 4,003.13
	Subcontract	weld casing pipe	0		10.00	-	HR		\$ 149.00	\$ -

2/14/2025

ESTIMATE

VENDOR	TYPE	DESCRIPTION	QUANTITY PER INSTALL	INSTALL MEASURE	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	TAX	UNIT COST	LINE ITEM TOTAL
	Subcontract	welder to cut tracks	1		5.00	5.00	Hr		\$ 149.00	\$ 745.00
		Cross existing 48" POCP			3		EA			
Install fittings, etc	Crew	Pipe Crew	3.0	Shifts Per Unit	3.00	3.00	Shifts		\$ 16,768.86	\$ 151,238.91
	Crew	Clean up crew	1.5	Shifts Per Unit	3.00	3.00	Shifts		\$ 8,444.24	\$ 36,500.70
pull box	Crew	Pipe Crew	1.0	Shifts Per Unit	3.00	3.00	Shifts		\$ 16,768.86	\$ 50,412.97
	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0		10.00	10.00	Lump Sum		\$ -	\$ -
	Material	specialty shoring	1		3.00	3.00	EA	Yes	\$ 7,500.00	\$ 24,018.75
	Material	flowable between pipe	25		3.00	75.00	EA	Yes	\$ 110.00	\$ 8,806.88
		Pender County Connection			1		LS			
Install valves	Crew	Prep crew	1.5	Units Per Shift	6.00	6.00	Shifts		\$ 9,658.66	\$ 39,303.23
tie-in	Crew	Pipe Crew	7.0	Shifts	1.00	1.00	Shifts		\$ 16,768.86	\$ 117,630.26
install pad/fence	Crew	Clean up crew	2.0	Shifts	1.00	1.00	Shifts		\$ 8,444.24	\$ 17,111.42
valve box/indicators	Crew	3 man support	2.0	Shifts	1.00	1.00	Shifts		\$ 1,698.68	\$ 3,429.47
swap line	Crew	3 man support	2.0	Shifts	1.00	1.00	Shifts		\$ 1,698.68	\$ 3,429.47
	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0		11.00	11.00	Lump Sum		\$ -	\$ -
added valve	Pipe	36" MJC	2		1.00	1.00	LS	Yes	\$ 10,100.00	\$ 21,563.50
added valve	Pipe	48" MJC	2		1.00	1.00	LS	Yes	\$ 10,100.00	\$ 21,563.50
	Material	burt strap	2		1.00	1.00	LS	Yes	\$ 1,000.00	\$ 2,135.00
	Material	48" MJC bolts and backer ring	2		5.00	5.00	LS	Yes	\$ 4,725.00	\$ 50,439.38
	Material	48" iso lit	2		1.00	1.00	LS	Yes	\$ 5,620.00	\$ 11,988.70
	Material	48" valve/valve box	2		5.00	5.00	LS	Yes	\$ 105,236.25	\$ 1,123,396.97
	Material	valve indicators	2		5.00	5.00	LS	Yes	\$ 628.00	\$ 6,703.90
Subcontract	Subcontract	6" gate valve	1		5.00	5.00	LS		\$ 985.00	\$ 4,945.00
Subcontract	Subcontract	6" bypass material	1		5.00	5.00	LS		\$ 3,007.00	\$ 15,035.00
Material	Material	consumable (propane, weld rods, etc	1		1.00	1.00	LS	Yes	\$ 7,500.00	\$ 8,006.25
Material	Material	36" gate valve	1		1.00	1.00	LS	Yes	\$ 65,289.00	\$ 69,696.01
Material	Material	Credit for the 36" steel	1		1.00	1.00	LS		\$ (110,000.00)	\$ (110,000.00)
Material	Material	36" valve indicator	1		1.00	1.00	LS	Yes	\$ 628.00	\$ 670.39
Material	Material	36" MJC gland and bolts	2		1.00	1.00	LS	Yes	\$ 3,520.00	\$ 7,515.20
Material	Material	valve pads and ext rings	2		6.00	6.00	LS	Yes	\$ 1,000.00	\$ 12,810.00
Material	Material	Rock for pad	125	tons	1.00	1.00	tons	Yes	\$ 59.50	\$ 7,138.91
Subcontract	Subcontract	Trucking	1		50.00	50.00	Hr		\$ 110.00	\$ 5,500.00
Subcontract	Subcontract	dewatering	1		1.00	1.00	LS		\$ 7,500.00	\$ 7,500.00
Subcontract	Subcontract	welder	1		15.00	15.00	ea		\$ 288.00	\$ 4,320.00
Subcontract	Subcontract	welder standby time	0.5	hr	15.00	7.50	hr		\$ 149.00	\$ 1,117.50
		Clean up			23,450		LF			
clean up	Crew	Clean up crew	800.0	Units Per Shift	23,450.00	23,450.00	Shifts		\$ 8,444.24	\$ 250,789.30
Weld outlet removal	Crew	Clean up crew	4.0	Units Per Shift	55.00	55.00	Shifts		\$ 8,444.24	\$ 117,641.04
testing	Crew	3 man support	8.0	Shifts	23,450.00	23,450.00	Shifts		\$ 1,698.68	\$ 13,717.87
punchlist	Crew	3 man support	10.0	Shifts	23,450.00	23,450.00	Shifts		\$ 1,698.68	\$ 17,147.33
pull out dewatering	Crew	3 man support	1,200.0	Units Per Shift	17,500.00	14.58	Shifts		\$ 1,698.68	\$ 25,006.53
	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0		12.00	12.00	Lump Sum		\$ -	\$ -
Material	Material	Punchlist/Warranty	1		23,450.00	23,450.00	LF	Yes	\$ 1.00	\$ 25,032.88
Material	Material	Pipe test material and pumps	1		23,450.00	23,450.00	LF	Yes	\$ 0.75	\$ 18,774.66

2/4/2025

ESTIMATE

VENDOR	TYPE	DESCRIPTION	QUANTITY PER INSTALL	INSTALL MEASURE	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	TAX	UNIT COST	LINE ITEM TOTAL
	Material	compaction tests	1		23,450.00		LF	Yes	\$ 0.30	\$ 7,509.86
	Material	weld test	1		12.00		Trip	Yes	\$ 2,800.00	\$ 35,868.00
	Subcontract	seed mobs	1		8.00		EA		\$ 1,000.00	\$ 8,000.00
	Subcontract	Seed project	70		23,750.00		SF		\$ 0.05	\$ 83,125.00
	Subcontract	reseed areas	35		23,750.00		SF		\$ 0.05	\$ 41,562.50
	Subcontract	haul off pipe displacement	0		13,727.00		CY			
	Subcontract	haul off stone displace	0		15,976.00		CY			
	Subcontract	haul off sand backfill displace	0		29,341.00		CY			
	Subcontract	haul off sand roads built	1		6,000.00		CY		\$ 25.00	\$ 156,000.00
		Cathodic Protection			23,450		LF			
Install bags testing	Crew	Clean up crew	3.0	Units Per Shift	24.00		8.00 Shifts		\$ 8,444.24	\$ 68,445.69
	Crew	3 man support	2,500.0	Units Per Shift	23,450.00		9.38 Shifts		\$ 1,698.68	\$ 16,084.20
	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0		13.00		Lump Sum			
	Material	cathodic material quote	1		25.00		ea	Yes	\$ 2,387.00	\$ 63,703.06
	Material	Jumper at valves	1		7.00		ea	Yes	\$ 250.00	\$ 1,868.13
	Material	extra cad shots-/molds	0.2		24.00		ea	Yes	\$ 3,600.00	\$ 18,446.40
	Subcontract	cathodic commission	1		1.00		LS	LS	\$ 15,000.00	\$ 16,012.50
	Subcontract	isolation testing/training	1		3.00		day		\$ 1,500.00	\$ 4,500.00
	Material	concrete rings	1		24.00		LF	Yes	\$ 250.00	\$ 6,405.00
		ARV			9		EA			
Install pipe/recast	Crew	Pipe Crew	1.0	Units Per Shift	9.00		9.00 Shifts		\$ 16,768.86	\$ 151,238.91
Install lid and grade	Crew	Clean up crew	2.0	Units Per Shift	9.00		4.50 Shifts		\$ 8,444.24	\$ 38,500.70
Place ARV/paint	Crew	3 man support	1.5	Units Per Shift	9.00		6.00 Shifts		\$ 1,698.68	\$ 10,288.40
	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0		14.00		Lump Sum			
	Pipe	Verify manway with outlet in 2A	1		3.00		EA	Yes	\$ 9,200.00	\$ 29,463.00
	Material	Precast	1		9.00		EA	Yes	\$ 6,434.00	\$ 61,814.66
	Material	ARV	1		9.00		EA	Yes	\$ 3,898.00	\$ 37,450.04
	Material	valve	1		9.00		EA	Yes	\$ 1,605.00	\$ 15,420.04
	Material	24" bolt bit and gasket	1		9.00		EA	Yes	\$ 494.00	\$ 4,746.11
	Material	8" bolt and gasket	2		9.00		EA	Yes	\$ 62.00	\$ 1,191.33
	Material	vent pipe	1		9.00		EA	Yes	\$ 2,059.00	\$ 19,781.84
	Material	Stone	40		9.00		EA	Yes	\$ 53.50	\$ 20,560.05
	Subcontract	Lowboy to move on site	1		9.00		EA	Yes	\$ 700.00	\$ 6,300.00
		12" blow off			2		ea			
Install tee/valve	Crew	Pipe Crew	1.0	Units Per Shift	2.00		2.00 Shifts		\$ 16,768.86	\$ 33,608.65
Install blowoff/Pad finish and paint	Crew	Clean up crew	1.0	Units Per Shift	2.00		2.00 Shifts		\$ 8,444.24	\$ 17,111.42
	Crew	3 man support	4.0	Units Per Shift	2.00		0.50 Shifts		\$ 1,698.68	\$ 857.37
	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0		15.00		Lump Sum			
	Material	iso bit	1		2.00		ea	Yes	\$ 432.00	\$ 922.32
	Material	flange x MU valve	1		2.00		ea	Yes	\$ 3,384.00	\$ 7,224.84
	Material	ductile pipe PE/FG	1		2.00		ea	Yes	\$ 3,565.00	\$ 7,611.28
	Material	ductile flange tee	1		2.00		ea	Yes	\$ 1,272.00	\$ 2,715.72
	Material	Ductile MJ tee	1		2.00		ea	Yes	\$ 580.00	\$ 1,238.30
	Material	Blind flange	2		2.00		ea	Yes	\$ 362.00	\$ 1,545.74

2/4/2025

ESTIMATE

VENDOR	TYPE	DESCRIPTION	QUANTITY PER INSTALL	INSTALL MEASURE	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	TAX	UNIT COST	LINE ITEM TOTAL
	Material	12" MJ plug	2		2.00	4.00	ea	Yes	\$ 105.00	\$ 789.95
	Material	12" Flange bolt/gasket kits	3		2.00	6.00	ea	Yes	\$ 104.00	\$ 666.12
	Material	12" Megalug and kits	4		2.00	8.00	ea	Yes	\$ 174.00	\$ 1,485.96
	Material	Valve box	1		2.00	2.00	ea	Yes	\$ 75.00	\$ 160.13
	Material	rock for pad	40		2.00	80.00	tons	Yes	\$ 75.00	\$ 6,405.00
		18" blow off					ea			
	Crew	Pipe Crew	1.0	Units Per Shift	1.00	1.00	Shifts		\$ 16,768.86	\$ 16,804.32
	Crew	Clean up crew	1.0	Units Per Shift	1.00	1.00	Shifts		\$ 8,444.24	\$ 8,555.71
	Crew	3 man support	3.0	Units Per Shift	1.00	0.33	Shifts		\$ 1,698.68	\$ 571.58
	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0		16.00	16.00	Lump Sum		\$ -	\$ -
	Pipe	18" outlet on NWP	1		1.00	1.00	ea	Yes	\$ 7,500.00	\$ 8,006.25
	Material	iso kit	1		1.00	1.00	ea	Yes	\$ 989.00	\$ 1,055.76
	Material	flange x MJ valve	1		1.00	1.00	ea	Yes	\$ 19,945.00	\$ 21,291.29
	Material	ductile pipe PE/FLG	1		1.00	1.00	ea	Yes	\$ 6,110.00	\$ 6,522.43
	Material	ductile flange tee	1		1.00	1.00	ea	Yes	\$ 2,585.00	\$ 2,759.49
	Material	MJ Tee	1		1.00	1.00	ea	Yes	\$ 1,982.00	\$ 2,115.79
	Material	Blind flange	2		1.00	2.00	ea	Yes	\$ 825.00	\$ 1,761.38
	Material	18" bolt/gasket kits	3		1.00	3.00	ea	Yes	\$ 310.00	\$ 992.78
	Material	18" Megalug and kits	3		1.00	3.00	ea	Yes	\$ 549.00	\$ 1,758.17
	Material	rock for pad	40		1.00	40.00	tons	Yes	\$ 75.00	\$ 3,202.50
	Material	epoxy paint	1		1.00	1.00	ea	Yes	\$ 250.00	\$ 266.88
	Material	MJ plug	1		1.00	1.00	ea	Yes	\$ 623.00	\$ 665.05
		Cape Fear River crossing					LS			
	Crew	3 man support	10.0	Shifts	1.00	10.00	Shifts		\$ 1,698.68	\$ 17,147.33
	Crew	Clean up crew	8.0	Shifts	1.00	8.00	Shifts		\$ 8,444.24	\$ 68,445.69
	Crew	Clean up crew	12.0	Shifts	1.00	12.00	Shifts		\$ 8,444.24	\$ 102,668.54
	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0		17.00	17.00	Lump Sum		\$ -	\$ -
	Subcontract	Garney marine	1		1.00	1.00	LS		\$ 6,500,000.00	\$ 6,500,000.00
	Subcontract	Credit for land work	1		1.00	1.00	LS		\$ (1,365,000.00)	\$ (1,365,000.00)
		Connect to River crossing					ea			
	Crew	Pipe Crew	3.0	Shifts Per Unit	2.00	6.00	Shifts		\$ 16,768.86	\$ 100,825.94
	Crew	Clean up crew	2.0	Shifts Per Unit	2.00	4.00	Shifts		\$ 8,444.24	\$ 34,222.85
	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0		18.00	18.00	Lump Sum		\$ -	\$ -
	Pipe	54" flange	1		2.00	2.00	ea	Yes	\$ 4,400.00	\$ 9,394.00
	Material	54" iso kit w bolts	1		2.00	2.00	ea	Yes	\$ 13,585.00	\$ 29,003.98
	Pipe	access manway	1		2.00	2.00	ea	Yes	\$ 8,200.00	\$ 17,507.00
	Material	24" bolt and gasket set	1		2.00	2.00	ea	Yes	\$ 494.00	\$ 1,054.69
	Material	shoring for tie-in	1		2.00	2.00	ea	Yes	\$ 1,500.00	\$ 3,202.50
	Pipe	54" dished heads	1		2.00	2.00	ea	Yes	\$ 7,000.00	\$ 14,945.00
		Engineer-CA Service					Mo			
	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0		19.00	19.00	Lump Sum		\$ -	\$ -
	Subcontract	record drawings	1		1.00	1.00	ls		\$ 20,000.00	\$ 20,000.00
	Subcontract	Eng of record (24 hours/week)	24		44.00	1,056.00	hours		\$ 233.00	\$ 246,048.00
	Subcontract	Inspection (20 hours/week)	20		44.00	880.00	hours		\$ 162.00	\$ 142,560.00
		75% to 100% design completion					LS			

2/4/2025

ESTIMATE

VENDOR	TYPE	DESCRIPTION	QUANTITY PER INSTALL	INSTALL MEASURE	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	TAX	UNIT COST	LINE ITEM TOTAL
	Crew	Project Management	5.0	Shifts	1.00	5.00	Shifts		\$ 2,525.77	\$ 12,628.86
	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0		20.00	20.00	Lump Sum		\$ -	\$ -
	Subcontract	M&C cost	1		1.00	1.00	LS		\$ 195,000.00	\$ 195,000.00
		contaminated water processing			1					
	Crew	moving hoses and set up each d.	2.0	Shifts	1.00	2.00	Shifts		\$ 16,768.86	\$ 33,608.65
	Crew	Setup-clean up tanks and demo	6.0	Shifts	1.00	6.00	Shifts		\$ 8,444.24	\$ 51,334.37
	Crew	set up pumps and maintian	42.0	Shifts	1.00	42.00	Shifts		\$ 1,698.68	\$ 72,018.80
	E tank	Rental/Items (water treatment)	2	months	1.00	2.00	Mo	Yes	\$ 35,788.00	\$ 76,407.38
	Material	hose/pump/tank to get from ditch to treatment	1		2.00	2.00	Months	Yes	\$ 7,500.00	\$ 16,012.50
	Material	Generator for power	1	mo	2.00	2.00	mo	Yes	\$ 4,822.00	\$ 10,294.97
	Material	fuel for pumps/generator	44		45.00	1,980.00	gallons	Yes	\$ 4.00	\$ 8,454.60
	Subcontract	water testing	1		1.00	1.00	ls		\$ 192,600.00	\$ 192,600.00
	Material	set up treatment facility	1		1.00	1.00	ls	Yes	\$ 78,600.00	\$ 83,905.50
	Material	Treatment consumables (filter bags/Clay)	1		1.00	1.00	ls	Yes	\$ 63,124.00	\$ 67,384.87
	Subcontract	clean up and tear down treatment facility (haul off)	1		1.00	1.00	ls		\$ 85,000.00	\$ 85,000.00
	Subcontract	vec truck to pump out material (1x week + final)	1		8.00	8.00	days		\$ 2,500.00	\$ 20,000.00
		Weather day			5		day			
	Crew	Weather Crew	5.0	Shifts	5.00	5.00	Shifts		\$ 16,007.48	\$ 80,658.62
		Bonds and Insurance (2.5%)			1		LS		\$ 560,000.00	\$ 560,000.00
	Subcontract	Weather & Down-Time (Equip & Salary costs only)	1		1.00	1.00	LS		\$ -	\$ -
		Weather & Down-Time (Equip & Salary costs only)			1		Lump Sum			
Garney	Crew	Project Management	250.0	Shifts		250.00	Shifts		\$ 2,491.77	\$ 622,943.25
Garney	Crew	Pipe Crew	9.0	Shifts		9.00	Shifts		\$ 7,350.75	\$ 66,475.90
Garney	Crew	Clean up crew	9.0	Shifts		9.00	Shifts		\$ 4,314.79	\$ 39,836.36
		Office & Project Management			1		Months			
	Material	One Time Office Costs	1		1.00	1.00	Lump Sum	Yes	\$ -	\$ -
	Material	Monthly Office Costs	1		11.00	11.00	Months	Yes	\$ 4,500.00	\$ 52,841.25
	Material	Port-a-ions	2		11.00	22.00	Months	Yes	\$ 450.00	\$ 10,568.25
	Other	Dumpsters	1		11.00	11.00	Months		\$ 1,200.00	\$ 13,200.00
	Material	Drug tests/Physicals	1		11.00	11.00	ea	Yes	\$ 200.00	\$ 2,348.50
	Material	Travel Expenses	1		10.00	10.00	Months	Yes	\$ 600.00	\$ 6,405.00
		Other General Conditions			1		Lump Sum			
Garney	Crew	Hourly Holiday Pay (7 days per year)	3.1%		1.00	0.03	Percent		\$ 1,409,789.99	\$ 43,378.15
Garney	Crew	Hourly Vacation Pay (avg. 1.5 weeks per year)	2.9%		1.00	0.03	Percent		\$ 919,019.91	\$ 26,510.19
Garney	Crew	Hourly PTO Pay (enter shifts to include) (5 shifts per year)	1.9%		1.00	0.02	Percent		\$ 919,019.91	\$ 17,673.46
Garney	Crew	Hourly Christmas Week Off (4 days per year)	1.5%		1.00	0.02	Percent		\$ 1,409,789.99	\$ 21,689.08
Garney	Crew	Salary Holiday Pay (7 days per year)	3.1%		1.00	0.03	Percent		\$ 907,476.86	\$ 27,922.36
Small Tools	Material	Small Tools - % of Labor (excluding fringe)	4.0%		1.00	1,777,108.57	Lump Sum	Yes	\$ 1.00	\$ 75,882.54
Small Tools	Material	Safety - % of Labor (excluding fringe)	2.0%		1.00	1,777,108.57	Lump Sum	Yes	\$ 1.00	\$ 37,941.27
Safety	Other	Safety Personnel - %	1.5%		1.00	1,777,108.57	Lump Sum		\$ 1.00	\$ 26,656.63
Allocation	Other	Certified payroll costs--secretary to compile	3.0%		1.00	1,777,108.57	Lump Sum		\$ 1.00	\$ 53,313.26
Business Tax	Other	Franchise tax	1.50%		1.00	1.00	Lump Sum		\$ 1.00	\$ 36,000.00
Administrative	Other	Controlled/Undclassified Info (CUI) Cyber Security Requirements	0.0		1.00	1.00	Months		\$ 100.00	\$ -
Material	Material	Fringe/labor/equipment increases over job life.	1		1.00	1.00	Lump Sum		\$ -	\$ 45,000.00
	Total:								\$ -	\$ 20,591,041

2/4/2025

ESTIMATE

VENDOR	TYPE	DESCRIPTION	QUANTITY PER INSTALL	INSTALL MEASURE	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	TAX	UNIT COST	LINE ITEM TOTAL
										\$ 2,059,104.10
										\$ 22,650,145.06

2/4/2025

LAY SCHEDULE

START STATION	END STATION	GCI ITEM #	BID ITEM #	SIZE	DESCRIPTION	QUANTITY	UNIT	WORKING HOURS	UNITS PER HOUR	UNITS PER SHIFT	SHIFTS FROM UPS	SHIFTS PER UNIT	SHIFTS FROM SPU	ADD SHIFTS	TOTAL SHIFTS
109+00.	110+75.					175.00	Linear Feet	8.40	20	168.00	1.04		-		1.04
111+50.	117+00.					550.00	Linear Feet	8.40	12	100.80	5.46		-		5.46
117+00.	123+00.				Indian creek crossing	600.00	Linear Feet	8.40	10	84.00	7.14		-		7.14
123+00.	129+50.					650.00	Linear Feet	8.40	30	252.00	2.58		-		2.58
129+50.	130+10.				dogwood crossing	60.00	Linear Feet	8.40	12	100.80	0.60		-		0.60
130+10.	135+00.					490.00	Linear Feet	8.40	30	252.00	1.94		-		1.94
135+00.	148+50.					1,350.00	Linear Feet	8.40	40	336.00	4.02		-		4.02
148+50.	162+00.					1,350.00	Linear Feet	8.40	40	336.00	4.02		-		4.02
162+00.	175+50.					1,350.00	Linear Feet	8.40	35	294.00	4.59		-		4.59
175+50.	189+00.					1,350.00	Linear Feet	8.40	40	336.00	4.02		-		4.02
189+00.	201+00.					1,200.00	Linear Feet	8.40	40	336.00	3.57		-		3.57
201+00.	216+00.					1,500.00	Linear Feet	8.40	25	210.00	7.14		-		7.14
216+00.	227+00.					1,100.00	Linear Feet	8.40	25	210.00	5.24		-		5.24
227+00.	229+50.				RR crossing --WET	250.00	Linear Feet	8.40	15	126.00	1.98		-		1.98
229+50.	249+00.				2 canal crossings --WER	1,350.00	Linear Feet	8.40	20	168.00	8.04		-		8.04
249+00.	256+00.				treat ground water	1,300.00	Linear Feet	8.40	40	336.00	3.87		-		3.87
256+00.	270+00.				treat ground water 3 wetland crossing	1,400.00	Linear Feet	8.40	20	168.00	8.33		-		8.33
270+00.	283+50.				canal Cross 2 pipe cross, wet under powerlines	1,350.00	Linear Feet	8.40	12	100.80	13.39		-		13.39
283+50.	297+00.				super wet	1,350.00	Linear Feet	8.40	15	126.00	10.71		-		10.71
297+00.	310+50.				super wet	1,350.00	Linear Feet	8.40	12	100.80	13.39		-		13.39
310+50.	318+00.				river crossing	750.00	Linear Feet	8.40	75	630.00	1.19		-		1.19
318+00.	324+00.				wet/1/6-in to river	600.00	Linear Feet	8.40	12	100.80	5.95		-		5.95
324+00.	337+50.				wet	1,350.00	Linear Feet	8.40	12	100.80	13.39		-		13.39
337+50.	347+66.					1,016.00	Linear Feet	8.40	45	378.00	2.69		-		2.69
347+66.						1.00	Each	8.40							
Total footage 23,066.00 Feet															
134.30															

2/4/2025

2386 phase 2B

CALCS

2/4/2025

HAUL-OFF

Item	Qty	Unit	Unit Cost	Extension
395 Excavator	1	\$	3,500.00	\$ 3,500.00
352 Excavator	2	\$	1,500.00	\$ 3,000.00
335 Excavator	1	\$	1,200.00	\$ 1,200.00
Loader	3	\$	1,200.00	\$ 3,600.00
Trench box	3	\$	1,200.00	\$ 3,600.00
Dozer	1	\$	1,200.00	\$ 1,200.00
Tool Trailer	1	\$	-	\$ -
Special Equipment		\$	-	\$ -
Rental Equipment		\$	-	\$ -
Misc. Pits		\$	-	\$ -
U-Hauls To Site		\$	-	\$ -
Crew Fuel To Site		\$	-	\$ -
Hotels Moving To Site		\$	-	\$ -
Other		\$	-	\$ -
Site Moves	15	\$	1,200.00	\$ 18,000.00
395 break down/build	1	\$	7,500.00	\$ 7,500.00
352 breakdown/build	2	\$	2,000.00	\$ 4,000.00
				\$ 48,800.00

Stone pipe bedding

Pipe Diameter	54 inches
Trench Length	23,300 Feet
Bedding Height Under Pipe	1.0 Feet
Bedding Height (% of pipe)	50% Percent
Trench Width	8.5 Feet
Conversion & Waste	1.7 Factor
Bedding Height	3.25 Feet
Pipe Haul Off	13,727 Cubic Yards
Pipe Haul Off	23,335 Tons
Total Haul Off	30,703 Cubic Yards
Total Haul Off	52,195 Tons
Pipe Volume per LF	0.59 Cubic Yards
Bedding Envelope per LF	0.73 Cubic Yards
Bedding Envelope per LF	1.24 Tons
Bedding Envelope	16,976 Cubic Yards
Bedding Envelope	28,859 Tons

Sand backfill bedding

Pipe Diameter	54 inches
Trench Length	23,300 Feet
Bedding Height Under Pipe	1.0 Feet
Bedding Height (% of pipe)	50% Percent
Trench Width	8.5 Feet
Conversion & Waste	1.8 Factor
Bedding Height	3.25 Feet
Pipe Haul Off	13,727 Cubic Yards
Pipe Haul Off	24,708 Tons
Total Haul Off	30,703 Cubic Yards
Total Haul Off	55,265 Tons
Pipe Volume per LF	0.73 Cubic Yards
Bedding Envelope per LF	1.31 Tons
Bedding Envelope	16,976 Cubic Yards
Bedding Envelope	30,557 Tons

Office monthly cost

Item	Qty	Unit	Unit Cost	Extension
Dumpster internet	1	\$	750.00	\$ 750.00
office supplies	1	\$	200.00	\$ 200.00
sanitary facility	1	\$	150.00	\$ 150.00
drinking water/crew	1	\$	250.00	\$ 250.00
shipping/food-ex	1	\$	150.00	\$ 150.00
corn office	1	\$	100.00	\$ 100.00
Misc/training meals	1	\$	750.00	\$ 750.00
monthly travel cost	1	\$	150.00	\$ 150.00
				\$ 3,250.00

STONE		MT. MILEARY	
Total Tons of Material	28,859 tons	Paving Length	30.0 Feet
CY per Load	19 tons	Paving Width	38.5 Feet
Cycle Time	1.5 Hours	Road Base Depth	2.0 Feet
Trucking Cost per Hour	\$ 125.00 Dollars	Conversion & Waste	2.00 Factor
Total Loads	1519 Loads	Volume of Base	46.20 Cubic Yards
Total Hours of Trucking	2,279 Hours	Volume of Base	92.40 Tons
Cost per CY	\$ 187.50 Dollars	Paving	128.33 Square Yards
Total Haul-off Cost	\$ 284,813.50 Dollars		

sand bedding	
Total CY of Material	16,976 Cubic Yards
CY per Load	10 Cubic Yards
Cycle Time	1.5 Hours
Trucking Cost per Hour	\$ 110.00 Dollars
Total Loads	1698 Loads
Total Hours of Trucking	2,547 Hours
Cost per Load	\$ 165.00 Dollars
Cost per CY	\$ 16.50 Dollars
Total Haul-off Cost	\$ 280,170.00 Dollars

Send Haul In	
Total CY of Material	5,000 Cubic Yards
CY per Load	10 Cubic Yards
Cycle Time	1.5 Hours
Trucking Cost per Hour	\$ 110.00 Dollars
Total Loads	500 Loads
Total Hours of Trucking	750 Hours
Cost per Load	\$ 165.00 Dollars
Cost per CY	\$ 16.50 Dollars
Total Haul-off Cost	\$ 82,500.00 Dollars

Wood Chips	
Total CY of Material	3,000 Cubic Yards
CY per Load	10 Cubic Yards
Cycle Time	1.5 Hours
Trucking Cost per Hour	\$ 110.00 Dollars
Total Loads	300 Loads
Total Hours of Trucking	450 Hours
Cost per Load	\$ 165.00 Dollars
Cost per CY	\$ 16.50 Dollars
Total Haul-off Cost	\$ 49,500.00 Dollars

PAVING & ROAD BASE		PAVING & ROAD BASE	
Paving Length	11,650.0 Feet	Paving Length	12,500.0 Feet
Paving Width	16.0 Feet	Paving Width	45.0 Feet
Road Base Depth	1.0 Feet	Road Base Depth	0.7 Feet
Conversion & Waste	2.00 Factor	Conversion & Waste	2.00 Factor
Volume of Base	6903.70 Cubic Yards	Volume of Base	13,750.00 Cubic Yards
Volume of Base	13,807.41 Tons	Volume of Base	27,500.00 Tons
Paving	20,711.11 Square Yards	Paving	62,500.00 Square Yards

CLEARING	
Paving Length	11,650.0 Feet
Paving Width	16.0 Feet
Road Base Depth	1.0 Feet
Conversion & Waste	2.00 Factor
Volume of Base	6903.70 Cubic Yards
Volume of Base	13,807.41 Tons
Paving	20,711.11 Square Yards

PAVING & ROAD BASE	
Paving Length	Feet
Paving Width	Feet
Road Base Depth	Feet

HAUL-OFF



Phase 2A Waterline RISK REGISTER 75% Proposal

Kings Bluff Raw Water 54" Parallel Pipeline

ID #	DESCRIPTION OF RISK (INCLUDING ANY (5) TRIGGER)	IMPACT ON PROJECT (CONSEQUENCES)	IDENTIFY (CONSEQUENCES)	ASSESSMENT OF LIKELIHOOD (1-10)	ASSESSMENT OF SEVERITY (1-10)	PERCENT	MITIGATION ACTIONS (INDICATIVE OF CONTINGENCY)	NOTES	TOTAL COST	CURRENT % CONTINGENCY	CURRENT \$ (\$1.5M)	FINAL RESULT
1	Weather Days	cost for downtime cost for clean up		10	4	50%	Per track end date. (64 days) (10 months job start in May, carry 5 in line. After that will be cost \$17,500/day.	weather delay	\$ 875,000.00	437,500.00	\$	Critical path items weather only based on 5 days. Must delay. impacts
2	Contaminated soil	cost to haul off time delay to work with base		7	8	54%	Soil on site after 100 LF or 47 tons haul off to 300' away from site	Soil material is 68.30/ton - \$130/ton haul 6.465/ton	\$ 666,815.00	\$ 81,000.00	\$	Soil material not allowed to stay on site. Includes haul and disposal (to location of hauling - Simpson county) \$ 465.00
3	Primer County Interconnect					0%						
4	75% to 100% changes	cost to make changes for 100% design		7	7	100%		2.5% of Construction	\$ 975,000.00	\$ 575,000.00	\$	None earlier assumption work can be done in 24 hour period
5	Price escalation to haul past 3-12-23			8	5	100%		2% of material (excavate)	\$ 33,000.00	\$ 33,000.00	\$	
6	Material to be hauled off site	material cost materials can be left on site and disposal of.				100%	Per 1.19 25 inch round pipe Trucon \$110/yr - disposal - \$1,000/lead \$270/lead 100' or \$17,000/2'		\$ 70,000.00	\$ 70,000.00	\$	
7	un forecast conditions	cost to remedy time delay to address situation		3	6	0%	unknown ditches / trash	located what was known				water crossing
8												
9	Unsuitable soils	cost to address, haul off unsuitable and replace with stone bedding		3	8	50%		anything outside geo tech report - design to min. of geo tech report	\$ 69,000.00	\$ 34,500.00	\$	material under pipe to be replaced with stone
							Total Cost		\$ 2,287,815.00	\$ 1,343,200.00	\$	

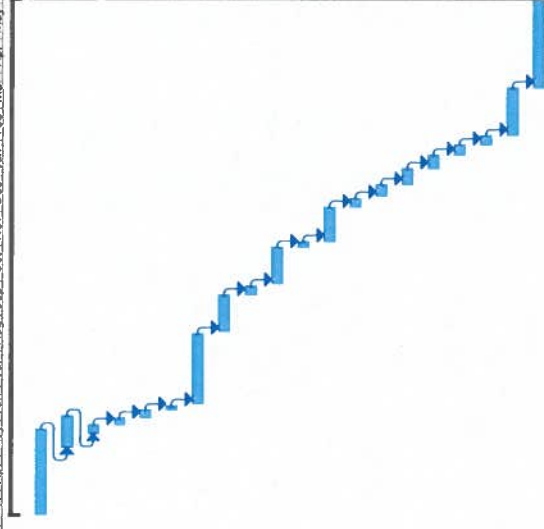


75% Lump Sum Proposal Assumptions	Notes
based on 75% plans and Specs from McKim and Creed	
based on Geo tech received from S&ME	Limited Soil and sample report December 19,2023
Pipe based on (.25 wall) 54" steel epoxy coated/cement lined	Weld after backfill
ARV's and blow-offs qty as shown on plans	blow-off/ARV/Vault per detail
No rock excavation/removal carried in estimate	
material excavated can be used for backfill above the pipe	Have unsuitable in risk register
Only have cost for utilities shown on plans	
Dogwood Lane nd MT. Misery Rd. can be closed up to 7 days and detoured	
based on open cut Dogwood Lane and Mt. Misery Road	per plan
work hours M-F 7-7 ; Sat 7-4	
pipe test 2 hour 150 psi test	150 psi at low end
pipe and machines can be left on site overnight/weekends	
may work 24 hours/weekend to complete pipe installation under existing 48" main, road crossings, or wet areas	
no sound ordinance or variance in bid	use quiet pack pumps at night as needed
no contaminated soil on project	contaminated in risk register
no thrust blocks or collars as pipe restrained	no anti-seep collars included.
Include tracer wire and detectable tape	
wood chips from clearing will be mulched and left on site in lighter areas	hauled off in heavy areas (area outside easement)
displacement material from pipe and backfill material will be left on site	will grade/crown over pipeline and spread over entire easment
easement width shown on plans	
all valves are gate valves with 6" bypass and indicators	
assume no positive shoring on project.	
assume entire project can be seeded.	topsoil restored to existing depth
No RR insurance or flaggers	
As-builts by licensed surveyor (fitting/every 500')	
bedding assumptions	based on detail stone 1' below to 50%. Sand 50% to 1' above -- native to top
water for testing will be provided and within 500' of line	no chlorination or dechlorination in bid
Cathodic	based on plan details and cathodic report
no electrical in scope	
exclude permanent access roads	
Utilize RR corridor for access	cost included in bid for easement
Substantial completion from 108+75 to 347+66	with succesfull pipe test
Price includes 0- 4x8 project signs	2 were included in project 2A
includes certified pay roll	
Risk register (attached) not included in GMP pricing.	provided as allowance in contract.
Risk register contingency is owner contingency with no shared savings to contractor	
Price is LS contract based on units provided in S.O.V	
Risk register funds is Lump sum amounts with provided estimates	Risk register utilized for approved items not in GMP. Individual items are not capped but total register allowance is not to exceed.
GMP pricing assumes intended utilization of supplies and subcontractors attached	Garney may utilize others to supplement based scheduling or constructibility concerns
No offices or facilities provided specific for owner or owners agent	
No AIS or BABBA requirements	
No special calender restrictions	Except for cape fear river crossing from Oct 1st to Feb 1st
No filter fabric wrapping of bedding unless unsuitable soil in risk register utilized	
price based on approval by 3-15 for ductile pipe release.	
Final completion 60 days after substantial	
Line from 0+00 to 347+66 will be flushed after test through blow-offs	no pigging or chlorinating of line cost included
Owner furnish water for testing and construction	



Supplier/Subcontractor	Notes
NorthWest Pipe	Steel pipe (price in Phase 2A)
Ferguson Waterworks	held price from phase 2A
Corpro	Revised quote attached
Hiedelburg/Martin Marietta	for 57 pipe bedding/backfill stone
Northwest sandmine	Pipe bedding backfill material
Knights Precast	Per quote
Allens Welding	Pipe weld after backfill
Coblaco	Joing grouting
Seegars	Interconnect fencing
McKim and Creed	Drone vido and survey as-builts
Peidmont	Seeding/erosion control
trucking	Cape Fear material handling
trucking	Hilco transport
Hauling/Lowboys	Powell Enterprises Inc.

ID	Task Name	Task Mode	Duration	Start	Finish	Predecessors	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
1	Construction 110+00 to 350+00		324 days	Mon 3/10/25	Thu 6/4/26											
2	Prep Project		55 days	Mon 3/10/25	Fri 5/23/25											
3	take pipe and string		20 days	Thu 5/8/25	Wed 6/4/25	2FS-12 days										
4	Install pipe		6 days	Tue 5/20/25	Tue 5/27/25	3FS-12 days										
5	Misery Road Crossing		4 days	Wed 5/28/25	Mon 6/2/25	4										
6	Indian Creek Crossing		5 days	Tue 6/3/25	Mon 6/9/25	5										
7	Dogwood road crossing		4 days	Tue 6/10/25	Fri 6/13/25	6										
8	Install pipe		45 days	Mon 6/16/25	Fri 8/15/25	7										
9	Install pipe in contaminated area		24 days	Mon 6/18/25	Thu 9/18/25	8										
10	Cross PCCP/Duke Power		6 days	Fri 9/19/25	Fri 9/26/25	9										
11	Install pipe behind plant to Cape Fear		24 days	Mon 9/29/25	Thu 10/30/25	10										
12	Move to other side of cape fear river		3 days	Fri 10/31/25	Tue 11/4/25	11										
13	Install pipe River to Pender interconnect		22 days	Wed 11/5/25	Thu 12/4/25	12										
14	Tie-in River		6 days	Fri 12/5/25	Fri 12/12/25	13										
15	Finish weld and grout joints		8 days	Mon 12/15/25	Wed 12/24/25	14										
16	Flush line		10 days	Thu 12/25/25	Wed 1/7/26	15										
17	Test line		8 days	Thu 1/8/26	Mon 1/19/26	16										
18	Pender interconnect		7 days	Tue 1/20/26	Wed 1/28/26	17										
19	Misery interconnect		6 days	Thu 1/29/26	Thu 2/5/26	18										
20	Final punchlist		30 days	Fri 2/6/26	Thu 3/19/26	19										
21	Weather and delay		55 days	Fri 3/20/26	Thu 6/4/26	20										



Project: 2386 - 2B
Date: Fri 1/24/25

Task Mode: [Task Mode Icon]

Task: [Task Icon]

Split: [Split Icon]

Milestone: [Milestone Icon]

Summary: [Summary Icon]

Project Summary: [Project Summary Icon]

Inactive Task: [Inactive Task Icon]

Inactive Milestone: [Inactive Milestone Icon]

Inactive Summary: [Inactive Summary Icon]

Manual Task: [Manual Task Icon]

Duration-only: [Duration-only Icon]

Manual Summary Rollup: [Manual Summary Rollup Icon]

Manual Summary: [Manual Summary Icon]

Start-only: [Start-only Icon]

Finish-only: [Finish-only Icon]

External Tasks: [External Tasks Icon]

External Milestone: [External Milestone Icon]

Deadline: [Deadline Icon]

Progress: [Progress Icon]

Manual Progress: [Manual Progress Icon]



ALLANS WELDING & INDUSTRIAL

Bid Proposal
Kings Bluff Phase 2
Garney Construction
R1.1

PRICING VALID FOR 45 CALENDAR DAYS
PRING BASED ON AN ESTIMATED START DATE OF JANUARY 2025

Scope of work:

- **Weld approx. 230 .225" wall interior full fillet weld**

Price per 54" interior weld: \$288

Price per 54" butt strap: \$1,500

Stand by hourly rate per onsite welder: \$149

Fabrication hourly rate per onsite welder: \$149

Mobilization: \$5,950

Demobilization: \$5,950

Mini Mobilization per onsite welder: \$1,800

Mini Demobilization per onsite welder: \$1,800

Pipe to be dry, stalls removed and have reasonable access to weld with a truck and trailer.

Contractor to provide means to move equipment if access is not available by truck.

Contractor to provide steady airflow during all interior hot work operations. AWI will not be responsible for lost production when airflow is not adequate.

Contractor to supply welding machines and compressors for any arc gouging work requested by the Contractor.

Mar 29, 2024



Friday, April 12, 2024

Quote #: 2024-04-12 15:46_ 7499

Michael Hewitt
Garney Companies Inc
 7911 Shaffer Parkway, Littleton, CO 80127, United States

Ph: 919-235-5094
mhewitt@garney.com

Re: Kings Bluff 54" Pipeline

Mr. Hewitt,

Throughout 40 + years serving your industry and related projects, we are always very flexible to align our scope and level of involvement with your needs and budgets and welcome the opportunity to engage in direct conversation to define a solution to help maximize the success of this initiative.

Coblaco is pleased to submit the following quotation for the above referenced project. Coblaco will supply all equipment, labor, and material to perform the following scopes of work:

PRIOR TO START OF WORK:

- Prior to any execution of documents, scheduling and/or mobilization, please sign and return a copy of this quote to marcie@coblaco.com.
- The Contractor and Coblaco personnel shall conduct a pre-job meeting to discuss safety, schedule, and detailed scope prior to mobilization.
- Prior to start of work, a Contractor Supervisor and Coblaco personnel shall review the Job Safety Analysis (JSA) to identify and discuss known/potential hazards related to the work site and scope.
- Personnel shall wear all proper PPE required for the specific task performed.
- All valves will need to be closed and locked out for safety. Coblaco will require that our locks be put on the valves as an added level of protection.

BID ITEMS:

Item	Description	Unit Price	QTY	Price
1	Approximately 225 joints of CML Pipe Grout Joint Repairs and required mobilization	See Table	225	\$56,875.00
2	Mobilization to site	\$22,000.00	TBD	TBD

Item	Description	Unit Price	QTY	Price
54" CML PRICING TABLE – PER JOINT				
	Joints up to 3"	\$135.00		
	Joints up to 6"	\$155.00		
	Joints up to 12"	\$195.00		
	Pass Holes	\$30.00		
	Stull Removal (Per Board)	\$15.00		

INTERNAL JOINT GROUTING SCOPE:

- Coblaco will establish ventilation with explosion proof fans, monitor the air with a four (4) gas meter, and manage confined space per OSHA Standards. Coblaco Health & Safety Manual details approved Confined Space Safety Program.
- All interior joints will be cleaned of all debris with hand tools and rags.
- Interior joints will be repaired with a mixture of Portland Type I/II Cement, sand and water in accordance with AWWA C205.
- The internal joints will be inspected visually after completion for imperfections and repaired as necessary.
- Coblaco shall remove debris generated during grout installation.

NOTES AND EXCLUSIONS:

- A single crew can complete an average of 50 54" joints per day in a contiguous run.
- If the required minimum number of joints are not available, not in a contiguous run and/or if a work stoppage does not allow for normal daily production, the average number of joints listed above will be billed at a minimum per day.
- Quotation assumes pipe will be welded steel. Additional charges will apply for concrete pipe.
- Quotation contingent upon contractor shall provide safe access at entry and exit points of pipe for Coblaco personnel and equipment.
- Quotation contingent on existing concrete lining to be repaired being no more than 1" in thickness.
- Quotation contingent on all manhole and easements being ready and accessible to perform said scope of work prior to arrival. Any standby time shall be charged at Coblaco time and materials rates.
- Quotation contingent upon pipe being free of any standing debris.
- Quotation excludes any cost associated with procuring any licenses.
- Quotation excludes any cost associated with delays created by contractor and or other subs, unknown safety or security requirements.
- Quotation excludes any costs for unknown traffic control.
- Quotation excludes any costs associated with any unknown training or safety requirements.
- Quotation excludes dewatering of pipe, vaults and manholes. If dewatering is required, it will be charged on a time and material basis per Coblaco current schedule of values.

- Quotation excludes field measurement requirements, neighborhood notification delivery or cleaning of pipe prior to performing the above scope.
- Quotation excludes any containment or heat to apply materials per manufacturer or specification requirements.
- Quotation excludes any costs associated with unknown inspection requirements. Includes, but not limited to, procurement for unknown equipment and materials, additional time or manpower to perform unknown inspection, or additional unknown quality reporting documentation.
- Quotation excludes a bond. A bond can be provided for an additional 3% of quoted price.
- Quotation is based upon access points no further than 1,000 feet. If additional feet between accesses is required, it shall be brought to the attention of Coblaco for discussion as additional safety requirements may be necessary potentially resulting in additional costs.
- Stull removal pricing is based on exit points being no greater than 1,000 linear foot apart.
- Stulls shall be removed and placed near manways for disposal by others.
- Quotation does not include prevailing wage requirements.
- Quotation is valid for thirty (30) days.
- Payment terms are net thirty (30) days from date of invoice

TERMS & CONDITIONS:

The quote offered herein for the above-described scope of work supersedes and revokes any and all prior quotes, offers, understandings, or agreements between Buyer and Coblaco Services with respect to such scope of work, and renders all such prior quotes, offers, understandings, or agreements null and void.

Buyer agrees and acknowledges that the quote offered for the above-described scope of work is based solely on the facts and information provided by Buyer to Coblaco Services. By accepting the quote offered for this scope of work, Buyer represents and warrants that Buyer has made a full disclosure of any and all facts, circumstances, and information which may affect the quote offered herein and/or the scope of work. Buyer agrees that, in the event Buyer later expands its work requirements beyond the scope of work described herein, or if Coblaco Services later discovers or encounters information or circumstances not disclosed by Buyer which have the effect of expanding the scope of work, Coblaco Services reserves the right, in its sole discretion, to alter the amounts, terms, and conditions contained in its original quote. Further, Buyer acknowledges that any such increases set forth by Coblaco Services may not be proportionate to the expansion of the scope of work which necessitates such changes. In the event it becomes necessary for Coblaco Services to exercise its right to alter its original quote offered hereunder due to any change to or expansion of the scope of work by Buyer or by the discovery of additional facts or information affecting the scope of work, Coblaco Services shall communicate a revised quote to Buyer which is consistent with the expanded scope of work. Buyer may accept or reject the new quote not later than five (5) business days following the delivery of such revised quote to Buyer. In the event Buyer rejects such revised quote, or fails to accept the revised quote by the deadline described above, Coblaco Services shall, in its sole discretion, elect to either continue the work for Buyer in accordance with the original quote offered and scope of work, or, in the alternative, cease all work. In the event Coblaco Services elects to cease all work, Buyer agrees and acknowledges that Coblaco Services is discharged from any and all obligations to Buyer with respect to the services to be performed in accordance with the original scope of work, and Buyer further agrees to reimburse Coblaco Services for any and all services actually performed and costs actually incurred by Coblaco Services in

TERMS & CONDITIONS (CONTINUED):

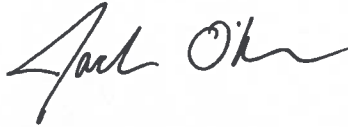
connection with the original scope of work. Any such reimbursement owed to Coblaco Services by Buyer shall be paid in the same manner, and on the same schedule, as would have been required of Buyer had Coblaco Services completed the scope of work on the date Coblaco Services elected to cease all work.

An invoice will be issued upon completion of the work and not delivery date. Payment terms are net thirty (30) days from date of invoice with approved credit application. If no credit has been established, payment shall be COD and required at pick up. If the balance due

is not received within thirty (30) days from the date of the invoice, late fees will then be applied. A service charge of 1½ percent per month will be assessed on all overdue invoices.

Should you have any questions or require additional clarification on any part of our proposal, please feel free to contact me at the phone number or email address below. We look forward to next steps as we work with you to maximize value from this initiative.

Sincerely,



Jack Odell
Operations Manager
O 303 908 0342
E Jack@coblaco.com
COBLACO.com



ACCEPTANCE OF QUOTATION/TERMS & CONDITIONS:

Customer Signature: _____ **Date:** _____

WELDING NATIONAL WELDING CORP.

Attachment A

Proposal and Agreement for

King's Bluff Raw Water Transmission Main Phase 2B Field Welding

Bid submitted to
CJ Cahoy
Garney

Bid submitted by
Jared Bradfield
435.979.4767

jared@national-welding.com

Bid Date: 12/13/24 – Early Start: 5/01/25 – Late Start: + 90 days

National Welding Corporation, "National" herein, proposes to furnish materials and labor, necessary for welding described on this project in accordance with the provisions of this "Attachment A" for the sum(s) stated below. All work is to be completed in a workmanlike manner according to standard industry practices unless specified otherwise.

Base Bid	Qty	Unit	Unit Price	Total
54" X .225": Single Fillet Weld (Weld-After-Backfill)	500	EA	\$398	\$199,000
54" X .225": Butt Strap Weld with Air Test	4	EA	\$2,113	\$8,452
Total Joints:	500			
Mobilization, Procedures, and Submittals	1	LS	\$18,679	\$18,679
			TOTAL	\$226,131

Extra or Alternate Items	Qty	Unit	Unit Price	Total
Standby Rate Straight Time* (No work performed for 4 hrs minimum)	1	Man/Hr	\$132	\$132
Standby Rate Over Time* (No work performed for 4 hrs minimum)	1	Man/Hr	\$151	\$151
Hourly Rate Straight Time*	1	Man/Hr	\$170	\$170
Hourly Rate Over Time*	1	Man/Hr	\$190	\$190
12000 CFM Trailer Mounted Blower Mob/ Demob	2	EA	\$2,700	\$5,400.00
12000 CFM Trailer Mounted Blower Rental†	1	Mo	\$2,300	\$2,300.00
Additional Welder Mobilization / Remobilization	1	EA	\$2,100	\$2,100.00

*Hourly/ Standby is paid ST up to 8 hrs/day weekdays and OT for all other hours unless governed by union or prevailing wage rules

†Contractor responsible to fuel, service and insure rented equipment

National Welding Corporation Scope:

Pipe Welding, Weld-After-Backfill; National will commence welding after an adequate quantity of pipe is installed and ready for welding. We expect to complete approximately **5-7 joints per welder per day**. The welding operation will lag behind the installation depending on the best sequence to maximize the work progress.

Exclusions

Hole/Fire watch, weld inspection, Post Weld Heat Treatment (if required), Coating/Lining repair, union or prevailing wages, access, ventilation, loading/unloading equipment, measurement, layout, survey, design.

National Welding Corporation

7025 S. Commerce Park Dr. • Midvale, UT 84047 • PH (801) 255-5959 • Fax (801) 255-5919
Website: www.national-welding.com

NATIONAL WELDING CORP.

Conditions

This proposal assumes the Contractor will provide safe, dry access to the weld location. Joints to be welded must be free of contaminants including paint, primer, adhesives, lubricant, rust (scale) and water. Coatings and linings to be held back at least 3" for lap welds or 6" for butt welds and Weld-After-Backfill (WAB) materials, where used, must be industry standard. National will not perform WAB on steel thinner than .25" unless specifically quoted otherwise. If the pipe has shop applied polyurethane, epoxy or other non-cementitious linings or coatings the Contractor recognizes the fitting and welding will cause damage to these coatings and will require repairs which will be at no cost to National. Interior stulls to be removed, by Contractor, to allow safe access and egress to the weld location. Manways (24" ID minimum) are required every 2000' and lead ports (3" half coupling) are required within every 500'. Welders will not enter pipe smaller than 36". Exterior welds require a minimum clearance of 24" in all directions. Any Fit-up required to meet specified tolerances will be billed at the rate quoted and be to the account of others. Prices assume full time work. When work is unavailable welders may standby or remobilize following the rates provided. This proposal assumes no union or prevailing wage rates are required. Welding will be performed per AWS D1.1, using the FCAW-G process, unless specifically noted otherwise. Procedures will be submitted. Invoices will be generated based on actual measured quantity of units performed as recorded on National's daily report form. Payment to National shall be within 45 days after receipt of payment application.

ACCEPTANCE OF PROPOSAL

The above prices, scope of work, terms and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as stated. The conditions in "Attachment A" are expressly acknowledged and agreed to including terms of payment.

All of those implied by law shall be deemed applicable and binding on offeree upon offeree's authorization to commence the work identified above. The absence of the signature of offeree or his agent on this page shall not operate to exempt or release offeree from any of the stated terms or conditions of this proposal except those to which the offeree must expressly subscribe in writing to be effective and binding upon offeree under applicable law.

This proposal may be withdrawn unless National Welding is notified of acceptance within 30 days of proposal date.

National Welding Corporation

By: Jared Bradfield
Jared Bradfield; Operations Manager

Contractor:

By: _____
Title:

National Welding Corporation

7025 S. Commerce Park Dr. • Midvale, UT 84047 • PH (801) 255-5959 • Fax (801) 255-5919
Website: www.national-welding.com

Seed Slingers

PO Box 665 Aynor SC 29511
 843-358-1870 Office 843-358-0984 Fax
 Quote prepared by Sam@seedslingers.com
 SCDOT and NCDOT Certified DBE, WOB, WSOB

1. Exclusions (1A) We do not guarantee against washouts from heavy rains. (1B) Not responsible for army worms, pest, vandalism, or any other outside influences that prevents the grass from growing under normal growing conditions. (1C) Grass Planted in the winter months will not germinate until the soil temperature has reached 45 degrees. (1D) Seedbed, rock removal, preparing of slopes by tracking with equipment, or any other grading issue needed to prepare the seed bed is on others unless prior agreement in writing. (1E) Traffic Control by other. (1F) No guarantee of grass planted in unsuitable soil or areas with excess stone base, rocks, sticks, or compaction. (1G) No silt fence installed unless staked out by a surveyor prior to installation. (1H) No clearing included in Silt Fence Rates. Clearing is to be done by other. (1I) Permanent and Temporary seeding is excluded from bid unless priced. (1J) Imported topsoil, if required for found to be insufficient can be supplied for additional cost. (1K) Planting and common turf areas accepted by Seed Slingers +/- .05 of a 10th of finished grade. (1L) No site furnishings, hardscapes included in bid unless priced. (1M) No landscape Lighting priced in bid unless priced. **2. On Call Erosion Control Service Option** (2A) Silt Fence Removal \$1.00/LF \$1.00/LF (2B) 3 Man Crew with small tools \$150/hr. \$150/HR (2C) 4 Man Crew with Mini Ex./Skid Steer \$2500/Day (2D) "Emergency" Trip Fee (<72 Hours Notice) \$750/Each (2E) General Labor \$55/MHR **3. Standard Terms and Conditions General Contractor/Prime Contractor/Client** (3A) Is the owner of the contract with Seed Slingers and responsible for all special terms and conditions agreed to in their contract with the project owner. (3B) These terms and conditions shall apply to all contracts for the supply of the above described services by Seed Slingers and shall prevail over any other documentation or communication from the client. (3C) Any variation of the Terms and Conditions shall be inapplicable unless agreed to in writing with Client and Seed Slingers. The General Contractor/Prime Contractor/Client personal and representatives are responsible for any field adjustments made to our scope of work outside the scope of the contractual work. (3D) Payment for services are made in accordance with the terms and conditions set forth above, or if not stated, on net 30 day basis shall prevail. (3E) If payment for services is not made as required per agreement, Seed Slingers reserves the right to suspend or terminate its services until payment is made in full or both parties agree in writing to continue work. (3F) Payment to be upon completion of work: MAKE SURE OUR QUANTITIES GET ON THE PAY ESTIMATE! **4. General Contractor/Prime Contractor/Client Responsibility**. (4A) General Contractor/Prime Contractor/Client is required to allow Seed Slingers to perform their work. (4B) Work with Seed Slingers to properly build the project in specification and on time. (4C) If your field superintendent or project manager request scopes of work not in contract, then they assume the responsibility of payment of such work. Have a competent decision maker on site for our crews. (4D) Comply with all specification, laws, regulations, and safety requirements. (4E) Schedule work at least 72 hours in advance. (4F) Send monthly NCDOT concurrences for review. **MAKE SURE OUR QUANTITIES GET ON THE PAY ESTIMATE!** **5. Seed Slingers Responsibilities** (6A) Seed Slingers shall perform work promptly per plans and specifications. **7.0 Limits of Liability** (7A) Seed Slingers shall not be liable or responsible for soil that leaves the site prior to grass germination. (7B) Seed Slingers shall not be liable or responsible for poor soil, poor conditions, or any amendments that is needed for the soil to sustain grass growth. (7C) Seed Slingers shall not be liable or responsible for any third party for any indirect or consequential loss of profit or other economic loss suffered by the General Contractor/Prime Contractor/Client as a result of any negligence, breach of contract, misrepresentation or otherwise. (7d) Seed Slingers reserves the right to correct any typographical and/or stenographic errors made in quotes or contracts. **8.0 FORCE MAJEURE** (8A) General Contractor/Prime Contractor/Client nor Seed Slingers will be liable for any delay or failure to perform any duties or obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, Strikes, Lock Outs, Accidents, War, Fire, Breakdown of Plant or Machinery or Shortage or Unavailability of Raw Materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations. **9.0 Severance** (9A) If any term or provision of the Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be sever and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated. (9B) Proposal subject to repricing after 30 days. (9C) Any weekend work will be assessed a \$500 mobilization charge. (9D) Any default in schedule after our crews are on site will result in a \$1500.00 mobilization charge. (9E) Quotes, Exclusion, and Standard and Conditions become part of the contract if awarded the work. (9F) Any default in payment or delay in payment or unwarranted removal from job will be require to pay finance charges of 18% yearly will start immediately with out a prior resolution in place. (9G) The Standard Terms and Conditions will survive termination or expiration of this agreement.

Archer Western	NCDOT C204165	I-77	\$898,005.87
Palmetto Corp	SCDOT 4083940	Hardscrabble	\$1,876,764.43
Palmetto Corp	SCDOT 8805393	I-26 Bridge Rehab	\$7,145,042.65



132 Joe Knox Ave, Suite 111
Mooreville, NC 28117

1.800.270.4229
www.patriot-survey.com

December 11, 2024

CJ Cahoy
Garney Construction
12927 Highway 64, Suite 103
Apex, NC 27523
RE: Kings Bluff Raw Water Transmission Main Phase 2B

Dear Mr. Cahoy,

Patriot Surveying & Infrastructure (PSI) is pleased to submit for review and consideration this proposal for professional survey services in support of the Kings Bluff Raw Water Transmission Main Phase 2B located in Bladen County, NC. Provided herein is a discussion on project understanding, Scope of Services, Schedule of Services, Project Schedule, Deliverables, Fees for Services, Payment Terms and Contract Conditions. Please be advised this proposal is valid for sixty (60) days.

SCOPE OF SERVICES

A. Construction Staking

1. **Control** – PSI will verify the existing horizontal and vertical control on site. It is assumed that Horizontal and Vertical Control will be provided by others, to verify prior to construction activities.
2. **Limits of Disturbance** - Provide the necessary stakes to establish the limit of disturbance (47,760± linear feet both sides). The fixed fee is based upon completing this item entirely within twenty-four (24) site visits. Any additional field visits needed to complete this item will be performed on an hourly rate basis in accordance with the attached fee schedule. A separate authorization from the client will be requested prior to any additional field visits.

Task Fee: \$50,000

- B. **As-Built** -- PSI will as built provide as built of proposed waterline. It is our understanding that the contractor will provide PVC pipes at all valves, (with turn direction), hydrant's, fittings, service, blowoff locations and at a minimum of 100-ft intervals along the alignments per project specifications. It is also our understanding that as built information for the river crossing will be provided by the site contractor. The contractor will also provide a Cad file of the plan and profiles from the engineer. It is also our understanding that as built information for the river crossing will be provided by the site contractor. PSI will use these Cad File or Files to provide a Digital "as built"

PATRIOT SURVEYING AND INFRASTRUCTURE, PLLC

to the engineer of record in AutoCAD format. The fixed fee is based upon completing this item entirely within twenty-four (24) site visits. Any additional field visits needed to complete this item will be performed on an hourly rate basis in accordance with the attached fee schedule. A separate authorization from the client will be requested prior to any additional field visits.

Task Fee: \$22,000

SCHEDULE

- We are prepared to begin work on this project immediately upon written authorization to proceed.
- PSI reserves the right to discuss modification of delivery schedules for issues outside of our control such as: weather, responsiveness of third parties to data request, or other unforeseen issues.

COST ESTIMATE

PSI will perform the services listed above on a **fixed fee budget of \$72,000** Additional services requested outside of those discussed herein will be billed in accordance with the attached fee schedule.

ASSUMPTIONS AND EXCLUSIONS

- PSI will verify the project site control. Any deviations or issues found with project control will be brought to the attention of the client. Resolving conflict with existing site control will be performed on an hourly basis.
- This proposal has been prepared based on information provided by Client via the above referenced email and associated attachments.
- This proposal does not include staking the centerline of proposed water main, it is our understanding that this will be completed by the contractor.
- PSI requests a minimum of 72hr notification of when services are required so the survey team has time to prepare data and develop an efficient work plan.
- PSI presumes Client will notify PSI of any changes to design or issued RFI's within 24 hours of receipt.
- PSI presumes work discussed herein can be performed in an orderly manner with a minimum of disruptions or delays caused by site conditions or other factors beyond PSI's control. **PSI has assumed the project will require twenty-four (24) field visits to complete construction and five (5) field visits for as built's.**
- PSI presumes that upon issuance of Notice to Proceed, permission to access will be in place for all tracts encumbered by the work site. Providing access to the subject site and adjoining properties will be the responsibility of the client. If access to the adjoining properties is not provided, existing conditions will be limited to the boundary of the subject property being surveyed.



PAYMENT & TERMS AND CONDITIONS

Invoices for services discussed will be billed on a monthly basis. It is agreed and understood that payment of invoices will be made upon receipt. Unpaid invoices beyond 30 days will incur interest at a rate of 12% per month. Work will be performed under the terms and conditions of the attached General Terms and Conditions of Patriot Surveying and Infrastructure, PLLC.

By signing this letter, you indicate your acceptance of the terms and conditions contained herein and you give us authorization to proceed with the scope of work indicated.

Thank you, and PSI looks forward to the opportunity to work with you on this project.

Sincerely,
Patriot Surveying and Infrastructure, PLLC

Accepted and authorized to proceed:

Micheal Hamby
207-812-1046
micheal.hamby@patriot-survey.com



PATRIOT SURVEYING AND INFRASTRUCTURE, PLLC **GENERAL TERMS AND CONDITIONS**

A. Liability

The Consultant's liability for any claim for damages, breach of contract, professional acts, errors or omissions, shall not exceed the Consultant's total fee for services rendered pursuant to this contract.

B. Disputes

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Contract, including but not limited to breach thereof, with the exception of non-payment for services performed, shall be referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or judicial forum.

The Client and the Consultant agree to include the foregoing provision in any and all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants to likewise include said provision in any and all agreements with subcontractors, sub consultants, suppliers, or fabricators so retained.

In the event the client makes a claim or brings action against the Consultant for any act arising out of the performance of this contract, and fails to win a judgment for such claim or action, either through arbitration or a court of law, then the client shall pay all legal and other reasonable costs incurred by the consultant in defense of such claim or action.

C. Ownership of Documents

All documents including original drawings, reports and copies thereof, produced as a result of this Contract, are instruments of service and shall remain the property of the Consultants.

The Client agrees that all such instruments of service furnished to the Client or its agents, that are not paid for, shall be returned to the Consultant upon demand and shall not be used by Client for any purpose whatever.

The Client may be furnished copies of said instruments of service and may make and retain copies for information and reference. However, such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse is specifically prohibited without written consent of the Consultant.

D. Standard of Care

The Consultant will provide the services under the Contract in a manner consistent with the level of care and skill that is ordinarily exercised by members of the various professions involved and currently practicing under similar conditions. No other warranty, either express or implied is made with this agreement.

The Client recognizes that certain services may require decisions which are not based purely on science but rather on judgment and are based on the available information, taking into consideration the intended purpose of the work, environmental impacts, and the economics of the situation. The Consultant will be responsible for data, interpretations, and recommendations issued but shall not be responsible for the interpretation by others of the information developed.

E. Safety

The Consultant is responsible solely for its own and its employees' activities on any job site. The Client and its other consultants and contractors are solely responsible for maintaining a safe job site. Neither the professional activities of the consultant nor the presence of the consultant or its employees and sub consultants, on the job site shall be construed to imply that the Consultant has any responsibility for safety in or about the job site. The Consultant, its employees and sub consultants shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with any work performed by others on a job site, since these are solely the responsibility of the Client and its contractor.

F. Assigns

The Client and the Consultants each binds itself and its successors, assigns, and legal representatives to each part to the Contract; provided nevertheless that neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become or are due) in the contract without the written consent of the other



party. Nothing contained in this paragraph shall prevent the Consultant from engaging such independent consultants, associates or subcontractors as it may deem appropriate to assist it with the performance of services hereunder.

G. Termination

This agreement may be terminated by either party upon seven (7) days written notice by mutual agreement, or in the event of a material failure by the other party to perform in accordance with the terms hereof. In the event of termination the Consultant shall be paid for all services performed and expenses incurred to the date of termination plus any expenses directly attributable to termination.

All invoices shall be paid within 30 days of the invoice date. If payment is not made within 5 business days after the due date the Consultant may terminate its services by written notice to Client under any and all purchase orders and agreements with Client.

H. Amendments

The Contract may be amended from time to time for the purpose of detailing additional work or changing scope including any special services required for the project. Each amendment should include a scope and estimated fee and shall be signed by representatives of both parties, and may be done only in writing.

I. Extent of Agreement

This agreement including any attachments, exhibits and amendments, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or verbal.

J. Governing Law

This agreement shall be governed by the laws of the State of North Carolina.

K. Validity

If any part of this agreement is found to be unenforceable all remaining provisions shall continue to be binding and valid and those unenforceable sections shall be interpreted to best reflect the intention of the parties.

LABOR CLASSIFICATION	FEE PER HOUR
Principal/Senior Project Manager	\$170
Project Manager	\$160
Phase Manager / Professional Land Surveyor	\$140
Field Coordinator	\$120
Sr. Survey / SUE / GIS Technician / MAOP Technician	\$115
Survey / CADD Technician	\$1050
Project Assistant	\$82.50
Survey Crew w/ Equipment – 3 person	\$225
Survey Crew w/ Equipment – 2 person	\$170
Survey Crew w/ Equipment – 1 person	\$120
SUE B Crew w/ Equipment – 3 person	\$230
SUE B Crew w/ Equipment – 2 person	\$180
SUE B Crew w/ Equipment – 1 person	\$130

Reimbursable expenses, including supplies, lodging, airfare and other travel expenses will be billed at cost. Outside printing services, materials procurement and sub-consultants will be billed at cost plus 10%.

Unless otherwise stated, fees for services shall be based upon the rates in effect at the time the work is performed by personnel performing the work.

The above hourly rates exclude reimbursable expenses and do not include charges for overtime, special circumstances, or specialized equipment. SUE A work will be priced specific to project requirements.

Travel time and project mobilization / demobilization will be charged using the above labor rates.

Reimbursable expenses include, but not limited to:

- Wood stakes, hubs, flagging, rebars, spikes, masonry nails, paint, pin flags & markers.
- Vehicle Mileage –Vehicles at \$0.95 per mile.
- Survey Per Diem charges per person, per calendar day shall be based on the current IRS Publication 1542 Table 4 for travel within the continental United States.

Special equipment which has been authorized in writing by Client for rental or lease for use by Consultant on behalf of Company will be charged at actual cost plus 10% and substantiated by bona fide receipts.





Rental Quote #193

QUOTE DATE: 10/22/2024
 Start Date: TBD
 Duration: 28 Days
 PO#: TBD

Customer:
 Garney Construction
 9312 Vanclaybon Rd
 Apex, NC

Job:
 Leland NC Job

Site Contact: TBD

Rental Description	Quantity	Day Rate	Week Rate	Month Rate	Total
8" Rotary Pump	2	\$395	\$875	\$2,250	\$4,500.00
6"x20' Suction Hose	2	\$65	\$140	\$290	\$580.00
6"x50' Discharge Hose	4	\$80	\$165	\$310	\$1,240.00
Wellpoint System	2,000'	\$4	\$9	\$19	\$38,000.00
Rental Subtotal					\$44,320.00
Sales/Misc Items					
Install Fee	1	(10,000ft install)			\$125,200.00
Delivery	1				\$500.00
Pickup	1				\$500.00
Taxes	8.5%				\$3,767.20
Rental Insurance	5%	Can be waived	With COI		\$2,216.00
Environmental Fees	3%				\$1,329.60
Total					\$177,832.80

This Rental Quote is not a Rent to Own / Rental Purchase Contract. No rental payments will be applied to equipment purchase.
 Lessee elects to accept the "Rental Insurance" issued by East Coast Dewatering LLC and understands that this insurance (1) has a \$1000 deductible (2) covers risks of direct physical loss only with exclusions which Lessee acknowledges receiving (3) and Lessee will be a charged 5% of rental for this insurance. _____ (customer initials)

By Signing below, Customer(X) agrees to the terms and conditions contained in this rental agreement, and if applicable Customer(X) authorizes Lessor to charge Customer's credit card listed above or on file, if applicable. Customer(X) acknowledges that he/she is fully familiar with the operation and use of the equipment and has received the equipment in good working order. Customer(X) also asserts that he/she has the authority to sign this rental agreement.

Name Printed:

Signature:

Terms and Conditions

- 1) Term: Unless otherwise noted, the rental cycle is defined as 4 weeks(28 Days). A week is defined as 7 days. A day is defined as 24 hours. Customers will be invoiced at the appropriate 4 Week, Weekly, or Daily Rate.
- 2) Customer is responsible for the flushing and cleaning of hoses, pumps, and other equipment. Lessee will not use equipment to store or transport hazardous materials. Lessor does not guarantee equipment is free of contamination.
- 3) Unless otherwise agreed to in writing, Customer is responsible for attaining all permits, licenses, certificates, bonds, and gives all notices by law.
- 4) Customer is responsible for providing access to public and private easements for the application/ project.
- 5) At a minimum the Customer is to provide East Coast Dewatering with the desired duty points (or information, i.e. (Soil Geology, etc.) to determine the actual duty points) for the pump system including a description of the application requirements and some estimate of flow rate, particle size, and solids content. Customer understands that operating the pumps and accessories outside of the operating range may result in damage to the pump and could result in injury to personnel.
- 6) Although Lessor promises to provide consultation and to make a recommendation based on the information provided by the customer and from subsequent review, the customer assumes any and all risk associated with the uses of Lessor products including the suitability of the products for their application.
- 7) Where applicable, the Customer will pay the Lessor for any additional installation expenses related to "changing conditions" including, but not limited to, rock formations, boulders, hard pan, poor permeability, gas lines, electrical conduit, drain pipes, or any other obstructions.
- 8) Customer agrees to provide daily inspection and maintenance of pumps and equipment as specified such as monitoring fluid level, grease, leaks, cooling systems, water, batteries, and shall immediately notify East Coast Dewatering of any deficiencies. Customer is responsible to repair or replace damaged tires of leased equipment.
- 9) Customer is prohibited from withholding retainage from lessor invoices and/ or charging East Coast Dewatering liquidated damages. Customer will not permit any liens or encumbrances that prevent payment.
- 10) Customer shall hold harmless, indemnify and defend Lessor from any claims whatsoever, arising from and related to A) any pollution, contamination, environmental impairment, and /or similar condition directly or indirectly caused by or resulting in whole or in part from customer's use of any Lessor equipment or B) any environmental statutory compliance requirements applicable to any equipment (or any use thereof) and required under any and all foreign or domestic federal, state, or local laws, ordinances, regulations, codes, or requirements of any governmental authorities which regulate or impose standards of liability or conduct concerning air, water, soils, wetlands, and watercourses, solid waste, hazardous waste and/or materials, worker and community right-to-know, noise, resource protection, health protection, and similar environmental, health, safety, and land use concerns as may now or at any time hereafter be in effect. This indemnification shall survive the termination of this agreement. Any failure by Lessor to insist upon strict performance by customer of any terms and conditions of this Rental Agreement shall not be construed as a waiver of Lessor's right to demand strict compliance. Customer has carefully reviewed this Rental Agreement and waives any principle of law which would construe any provision hereof against Lessor as the draftsman of this agreement.
- 11) Lessee agrees not to remove said equipment from the delivery location without the written consent of the Lessor first hand and obtained. Lessor will bear no responsibility for damage to the Customer's towing vehicle. The Lessee agrees to pay as rental for said equipment Lessor Company's current published rate unless a specified rate is stated hereupon, plus applicable sales tax. Rentals payable in advance for each installment period; and after the expiration of the minimum guaranteed rental period, rents shall continue at the same rates until the equipment is delivered to the closest storage yard of the Lessor. 1.5% interest rate per month is payable for accounts past due 30 days. The Lessor and Lessee agree that no modification of this agreement shall be binding upon them or either of them unless such modification shall be made in writing and that the conditions stated herein on this lease are specifically understood to be part of this contract as though fully set forth verbatim herein. Check will be made for shortages and condition of equipment on its return to the Lessors storage yard and the pick-up receipt is not to be construed as the Lessor's final clearance of the Lessee. This contract is binding only when signed and accepted by an authorized agent of Lessor Company.
- 12) IMPORTANT: As part of the consideration hereof, it is agreed that time shall be of the essence thereof, and upon failure of the Lessee to pay the rental herein reserved or to perform any of the provisions on its part to be performed, the Lessor shall be entitled to the immediate possession of the leased equipment. Lessor shall have the right to access leased equipment at any and all times for the purpose of maintaining, repairing, or to recover leased equipment in the event of non-payment. And it is further agreed that the lessee hereby accepts the equipment leased in the condition it now is when delivered by the Lessor, and agrees to place a competent operator in charge of said equipment, and to maintain the said machinery in the same condition as when received, usual wear and tear excepted, and to indemnify and hold the Lessor harmless from all claims of every nature and description arising from defects therein, to pay for damages, except usual wear and tear, occurring to the equipment during the life of this contract, to pay any loss occasioned to said equipment by loss, theft, pilferage, or vandalism, and to return said equipment in as good condition as when received, usual wear and tear excepted, to the storage yard of the Lessor; to pay air freight, demurrage, storage, switching, drayage, trackage, and other charges on or against said equipment, or to damage thereto, usual wear and tear excepted, from the time that the same leaves the storage yard of the Lessor until and including its return to the storage yard. The Lessee is responsible for providing "all-risk" insurance on the equipment described herein with East Coast Dewatering named as a loss payee unless the Lessee elects to accept the loss damage waiver insurance described above. The Lessee further agrees that upon the return of said equipment, the Lessor shall promptly repair the same so as to put the equipment in as good condition as when leased to the lease, usual wear and tear excepted, and the Lessee agrees to pay the reasonable cost of said repairs. Should it become necessary to place this account on collection, suit, or other legal proceedings to enforce any of the terms provisions, or conditions of this agreement. Lessee agrees to pay all costs and expenses of collection, suit, or other legal action, including reasonable attorney's fee and if necessary appellate fee.
- 13) ENVIRONMENTAL CHARGE: The items indicated above are subject to a 3% environmental charge which is designed to recover Lessor's direct and indirect expenses for the handling, managing, and disposal of waste products, hazardous products, and related administrative costs. This is not a government-mandated charge.
- 14) FUEL: It is Lessors's policy to deliver power units with full tank of fuel. It is the Customer's responsibility to return the power unit (i.e. pump) with a full tank of fuel. In the event, that the power unit is returned with less than a full tank of fuel, the final bill will contain a FUEL SURCHARGE equivalent to the value of the fuel at Lessor's current list price.

The Cape Fear River Crossing (CFRX) budget has increased from \$5.3 million to \$6.5 million. This \$1.2 million increase is due to the increase of 54" DIP footage to be included with the river crossing. This increase includes the cost of additional 54" FR DIP. In comparing the January 2024 and December 2024 quotes please note the actual unit prices are little changed, while the footage of pipe has increased.

\$1,201,760.00 "Bid" Delta between estimate versions

- \$ 739,297.00 Cost of additional pipe \$690,932.00 + 7% Sales Tax
- \$ 15,000 in lowboy cost for shutting our equipment from one side of the river to the other.
- \$ 125,000 (1500 tons) Imported CS bedding envelop material
- \$ 322,463.00 Crew cost w/ Markup to lay the additional footage. This includes our crew time making the transitions from river to land, including moving the crew and equipment. And then we have to move the crew by land from one side of the river to the other.

Prior to 75%, the river crossing Start and End Stations were 311+00 to 316+75 ~575 LF
The 75% plans have moved the 54" DIP Start and End Stations to 308+75 and 318+00 equals ~925 LF. This added 350 LF to the CFRX work scope.
Exact pipe footages are a function of manufactured length w/o "special shorts" being fabricated to hit an exact station.

January 2024 Quotation ~ 601 LF

Ron Miller
North Carolina Satellite Office
 3140 Goldmist Drive
 Buford, GA 30519

Phone: 770-846-1493
Fax: 205-307-3895
Email: ronaldmiller@american-usa.com

PROJECT NO: GARNEY LIST
PROJECT: KINGS BLUFF PHASE 2 RIVER CROSSING
LOCATION: CAPE FEAR, NC
BID DATE: 1/15/2024 @ 2:00 PM

QUOTATION

<u>QTY</u>	<u>UOM</u>	<u>DESCRIPTION</u>	<u>SPEC</u>	<u>TOT. WT.</u>	<u>Unit \$</u>	<u>Total \$</u>
GENERAL NOTES:						
1. ALL VALVES, ARVS, CONC THRUST BLOCKS, MEGALUGS, AND TRANSITION GASKETS ARE BY OTHERS.						
2. ALL BURIED PIPE IS CEMENT LINED / ASPHALT COATED.						
3. ALL EXPOSED PIPE IS CEMENT LINED / TNEMEC 140-1211 COATED.						
BASE BID:						
1	EA	54" FLG LKRE FABRICATED PIPE CL-53 10'0"	HCL-ASP	5,467	\$70,965.88	\$70,965.88
1	EA	DOM. 54" LKR C153 22.5 BEND	DCL-ASP	2,520	\$27,699.08	\$27,699.08
1	EA	54" LKRE FRE FABRICATED PIPE CL-350 10'0"	HCL-ASP	4,532	\$21,691.08	\$21,691.08
260	FT	54" FRBELL x FRE PIPE CL-350 19'7-3/4"	HCL-ASP	117,806	\$1,900.39	\$494,101.40
184	FT	54" FLXSKT FLXBAL ASSEMBLED PIPE CL-56, 23.00'	HCL-ASP	185,079	\$4,955.62	\$911,834.08
64.44	FT	54" FRBELL FLXBAL ASSEMBLED PIPE CL-56, 21.48'	HCL-ASP	69,405	\$3,472.49	\$223,767.26
63.6	FT	54" FLXSKT FRE ASSEMBLED PIPE CL-56, 21.20' LAY	HCL-ASP	69,405	\$3,302.18	\$210,018.65
1	EA	54" FLG FRE FABRICATED PIPE CL-53 10'0"	HCL-ASP	5,467	\$87,175.13	\$87,175.13

Total Quote Summary	459,681 LBS.	\$2,047,252.55
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December 2024 Quote for 2025 Purchase ~962 LF Includes 361 LF additional 54" FR Pipe

DUCTILE IRON PIPE
THE RIGHT WAY

Ron Miller
North Carolina Satellite Office
3140 Goldmist Drive
Buford, GA 30519

Phone: 770-846-1493
Fax: 205-307-3895
Email: ronaldmiller@american-usa.com

PROJECT NO: GARNEY LIST-54"
PROJECT: KINGS BLUFF PHASE 2 RIVER CROSSING
LOCATION: CAPE FEAR, NC
BID DATE: 12/12/2024 @ 2:00 PM

QUOTATION

<u>QTY</u>	<u>UOM</u>	<u>DESCRIPTION</u>	<u>SPEC</u>	<u>TOT. WT.</u>	<u>Unit \$</u>	<u>Total \$</u>
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GENERAL NOTES:

1. ALL VALVES, ARVS, CONC THRUST BLOCKS, MEGALUGS, AND TRANSITION GASKETS ARE BY OTHERS.
2. ALL BURIED PIPE IS CEMENT LINED / ASPHALT COATED.
3. ALL EXPOSED PIPE IS CEMENT LINED / TNE MEC 140-1211 COATED.

BASE BID:

1	EA	54" FLG LKRE FABRICATED PIPE CL-53 10'0"	'HCL-ASP	5,467	\$73,800.00	\$73,800.00
1	EA	DOM. 54" LKR C 153 22.5 BEND	DCL-ASP	2,520	\$27,699.08	\$27,699.08
1	EA	54" LKRE FRE FABRICATED PIPE CL-350 10'0"	HCL-ASP	4,532	\$21,691.08	\$21,691.08
620	FT	54" FRBELL x FRE PIPE CL-350 19'7-3/4"	HCL-ASP	280,922	\$1,899.96	\$1,177,975.20
184	FT	54" FLXSKT FLXBAL ASSEMBLED PIPE CL-56, 23.00'	HCL-ASP	185,079	\$4,955.62	\$911,834.08
64.44	FT	54" FRBELL FLXBAL ASSEMBLED PIPE CL-56, 21.48'	HCL-ASP	69,405	\$3,472.49	\$223,767.26
63.6	FT	54" FLXSKT FRE ASSEMBLED PIPE CL-56, 21.20' LA\	HCL-ASP	69,405	\$3,302.18	\$210,018.65
1	EA	54" FLG FRE FABRICATED PIPE CL-56 10'0"	'HCL-ASP	5,467	\$91,400.00	\$91,400.00

Total Quote Summary				622,797 LBS.		\$2,738,185.34
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FERGUSON WATERWORKS #1104
 3881 US HWY 421 NORTH SUITE D
 WILMINGTON, NC 28401-0925

Phone: 910-815-6600
 Fax: 910-762-2469

Deliver To: From: Wes Cain wes.cain@ferguson.com Comments:

09:12:25 JAN 21 2025

Page 1 of 1

FERGUSON WATERWORKS #1104

Price Quotation
 Phone: 910-815-6600
 Fax: 910-762-2469

Bid No: B799471
Bid Date: 01/21/25
Quoted By: EWC

Cust Phone: 816-741-4600
Terms: 2% 25th Net 30th

Customer: GARNEY COMPANIES INC
 1700 SWIFT STREET
 KINGS BLUFF PARALLEL
 N KANSAS CITY, MO 64116

Ship To: GARNEY COMPANIES INC
 3154 MT MISERY RD
 LTL/FULL TRUCKLOAD DELIVERIE
 KINGS BLUFF PARALLEL
 LELAND, NC 28451

Cust PO#: 66X.625 CASING

Job Name: KINGS BLUFF PARALLEL

Item	Description	Quantity	Net Price	UM	Total
SP-VSCP66625	66 X .625 STEEL CASING PIPE	50	498.000	FT	24900.00

Net Total: \$24900.00
Tax: \$1680.75
Freight: \$0.00
Total: \$26580.75

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1856&on=103227>

U You replied to this message on 11/17/2023 3:33 AM.

ANODE TEST STATION

Big Fink Test Station 5 terminals = \$41.82 each
 32# Mag Anode w/ #10 leads = \$129.75 each (you will need 12 per test station)
 #10 RHW-USE Wire Header cable - \$0.65 per foot (This is for the anode header cable, and you will need 150' per test station)
 #10 RHW-USE Stranded White Wire - \$0.62 (This is for the pipe connections, and you will need 50' per test station)
 Carbon Steel Coupons w/ THWN Green lead wire - \$95.20 each
 Permanent Reference Electrode w/ yellow leads - \$101.63 each
 Crimps YC8C8 = \$0.80 each (you will need 12 per test station)
 Duct Seal 1# Bags - \$22.00 each (you will need 3# per test station)
 Rubber Tape - \$30 per roll (you will need 3 rolls per test station)
 Supper 88 - \$11.00 per roll (you will need 3 rolls per test station)
 CAHAA-1G Mold - \$72.55 each (they say one mold for every 100 shots)
 CAB-133-1H Sleeves - \$0.63 each (comes in pack of 100)
 CA-15 Shots - \$2.52 per shot (each box is 20)
 Handy Caps IP - \$5.45 each (each box is 20)
 COTT Shunt OHM 0.1 - \$15.00 (one per test station)

ISOLATION TEST STATION

Big Fink Test Station 5 Terminals - \$41.82 each
 #10 RHW-USE Stranded White Wire - \$0.62 per foot (This is for the pipe connections, and you will need 50' per test station)
 #10 RHW-USE Stranded Red Wire - \$0.54 per foot (This is for the existing pipe, and you will need 50' per test station)
 Permanent Reference Electrode w/ yellow leads - \$101.63 each
 CA-15 Shots - \$2.52 per shot (You will need 8 per test station and each box is 20)
 CAB-133-1H Sleeves - \$0.63 each (You will need 8 per test station and comes in pack of 100)
 CAHAA-1G Mold - \$72.55 each (they say one mold for every 100 shots)
 Handy Caps IP - \$5.45 each (You will need 8 and each box is 20)

CASING TEST STATION

Big Fink Test Station 5 Terminals - \$41.82 each
 #10 RHW-USE Stranded White Wire - \$0.62 per foot (This is for the pipe connections, and you will need 50' per test station)
 #10 RHW-USE Stranded Blue Wire - \$0.47 per foot (This is for the casing, and you will need 50' per test station)
 Permanent Reference Electrode w/ yellow leads - \$101.63 each
 CA-15 Shots - \$2.52 per shot (You will need 8 per test station and each box is 20)
 CAB-133-1H Sleeves - \$0.63 each (You will need 8 per test station and comes in pack of 100)
 CAHAA-1G Mold - \$72.55 each (they say one mold for every 100 shots)
 Handy Caps IP - \$5.45 each (You will need 8 and each box is 20)

Mhewitt@Garney.com

Matt

Wilmington NC

919-235-5094 – Cell

Thanks for the conversation today about your job in Wilmington NC.

Here is what we can offer to you

12"x4'x20' Hardwood timber mats – based on 300 total

\$1,388 EACH NEW delivery included

\$1,198 EACH GRADE A delivery included to your job site

12"x4'x24' Hardwood timber mats – NEW based on 300

\$1,987 EACH NEW delivery included 3-4 month lead time

Kasey Johnson

Matting Specialist



**SPARTAN
MAT**

888-959-MATS – Main

801-922-0430 – Cell

Amy,

NEW

A truckload of 20'x4'x8" is about 16 mats which we have ready to ship @ \$870 each delivered purchase.

A truckload of 18'x4'x8" is about 18/19 mats which we have ready to ship @ \$665 each delivered purchase.

A truckload of 16'x4'x8" is about 21 mats which we have ready to ship @ \$545 each delivered purchase.

A truckload of 16'x4'x8" All POPLAR hardwoods is about 24 mats which we have ready to ship @ \$485 each delivered purchase.

Grade A great used

A truckload of 16'x4'x8" is about 21 mats which we have ready to ship @ \$425 each delivered purchase. (we have pics if you want to see these)

And one final though to consider . . .

SPARTAN STRUXURE COMPOSITE CRANE MAT ADVANTAGES:

1. Our engineered composite mats will **NEVER rot**.
 2. **Greater compression strength** values than wood.
 3. Comes with **guaranteed engineering values** (such as shear, psi, deflection, etc).
 4. **Lighter in weight** then their wooden counterparts.
 - a. This means **big freight savings** over the life of the mat.
 - b. And the mats are **easier to handle**.
 5. **Impervious** to chemicals, oils and microorganisms.
 - c. Makes cleaning the mats easy.
 - d. And prevents cross-contamination.
1. 100% recyclable and environmentally friendly.

7" x 46" x 20' Spartan Struxure™ SR Composite Crane Mats

SR = steel reinforced with 1/4" vertical steel plate for added strength, rigidity and longevity
\$3,870 per NEW mat, purchase price. Delivery included. Based on 17 mats per truck.



POWER & HVAC
 BRANCH H85
 6012 TRIANGLE DR
 RALEIGH NC 27617-4743
 919-329-0955
 919-329-0957 FAX



RENTAL QUOTE

243514351

Job Site

KINGS BLUFF
 3339 MOUNT MISERY RD NE
 LELAND NC 28451

Office: 919-694-6979 Job: 919-694-6979

Customer # : 3662365
 Quote Date : 01/19/25
 Estimated Out : 03/03/25 08:00 PM
 Estimated In : 04/01/25 08:00 PM
 UR Job Loc : 3339 MOUNT MISERY RD
 UR Job # : 149
 Customer Job ID:
 P.O. # : QUOTE
 Ordered By : . WYATT
 Written By : CHRISTOPHER HUNTER
 Salesperson : CHRISTOPHER HUNTER

GARNEY CONSTRUCTION RALEIGH NC
 1700 SWIFT STREET SUITE 200
 NORTH KANSAS CITY MO 64116

**This is not an invoice
 Please do not pay from this document**

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	Month	Estimated Amt.
1	2403231	GENERATOR 125-149 KVA (Double Shift) Single Shift Rate->	1,398.00		1,747.50	4,822.50	4,822.50
			932.00		1,165.00	3,215.00	

* RATES ARE BASED ON SINGLE SHIFT OPERATIONS UNLESS *							
* OTHERWISE STATED *							
* SINGLE SHIFT = 8 HRS / DAY, 40 HRS / WEEK, 160 HRS / 4 WEEKS *							
* DOUBLE SHIFT = 16 HRS / DAY, 80 HRS / WEEK, 320 HRS / 4 WEEKS *							
* TRIPLE SHIFT = UNLIMITED USAGE *							
* ** DOUBLE SHIFT IS 1.5 X SINGLE RATE ** *							
* ** TRIPLE SHIFT IS 2 X SINGLE RATE ** *							

* TO AVOID FUEL CHARGES THE UNIT MUST BE RETURNED WITH THE SAME *							
* LEVEL OF FUEL IT HAD AT THE START OF THE RENTAL. YOU MAY OPT *							
* FOR THE CONVENIENCE OF URI TO ARRANGE ONSITE FUELING SERVICES *							
* AND INVOICE UPON YOUR REQUEST. *							

1	241/8010	CABLE BANDED 5 WIRE 50'					N/C

SALES/MISCELLANEOUS ITEMS:				Rental Subtotal:	4,822.50
Qty	Item	Price	Unit of Measure	Extended Amt.	
1	DELIVERY CHARGE	500.000	EACH	500.00	
1	PICKUP CHARGE	500.000	EACH	500.00	
				Sales/Misc Subtotal:	1,000.00
				Agreement Subtotal:	5,822.50
				Tax:	393.02
				Estimated Total:	6,215.52

COMMENTS/NOTES:
 CONTACT: . WYATT
 CELL#: 919-239-3117

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

Jess and Chris,

In addition to the information provided by Tom in the emails below, please see the attached S&ME Env Fee Schedule for Kings Blu for sampling and bench scale water treatment testing and system design. I understand 60 days is conservative for the work, as dis then switch to once a day following review of this laboratory data. If you have a competent person available onsite, we can train th first three weeks.

- **Wastewater Treatment Sampling and Reporting estimated budget: \$172,600 (This includes \$112,000 in lab**
 - **\$72,000:** 20 Days (2 trips and 2 samples per day) @ \$3,600 per day
 - **\$80,000:** 40 Days (1 trip and 1 sample per day) @ \$2,000 per day
 - Additional Wastewater Sample Analysis: **\$1,400** per sample
 - Reporting (Daily Reporting and Final Reports): **\$20,600**

- **Bench scale water treatment testing and system design, we recommend a budget of \$20,000.**

Lastly, after talking with Tom, we recommend keeping the treatment system in place until you get to the TMW-4/SW-1 location, a:

Please let us know when you need a formal proposal, and if you have any questions.

THANK YOU for letting us assist you with this project,



Benjamin Best //

Associate Project Manager



Account Name: GARNEY CONSTRUCTION
 Account Number: 333088
 Customer Address: 1700 SWIFT AVE, KANSAS CITY, MO 641146, US
 Customer Contact:
 Customer Email:

Project Name: KINGS BLUFF PHASE 2
 Project Address:
 WILMINGTON
 WILMINGTON, NC 28403, NEW HANOVER County

Quote ID: 50222006
 Quote Date: 3/27/2024
 Quote Expiration: 6/25/2024
 Price Valid Until:
 Tax Exempt: Y
 Delivered: NO

Martin Marietta is pleased to quote prices on the following products for the above listed project:

Product	Product ID	Plant	Quantity	UM	Unit Price	Haul Rate	Total Price Per Unit
57	0570	Castle Hayne Yard	12,500	TN	\$52.50	-	\$52.50
RAIL FUEL SURCHARGE	TSC-TRNSFR-FEE	Castle Hayne Yard	1	TN	\$0.70	-	\$0.70

Total Quantity: 12,501 Estimated Total (Excluding Tax): \$656,250.70

PAYMENT TERMS NET 30 FROM DATE OF INVOICE.

FREIGHT COST ARE ESTIMATES ONLY FOR PURCHASER'S CONVENIENCE AND NOT GUARANTEED BY SELLER.

THE FOLLOWING PRICING IS FOR ACCEPTANCE BY THE QUOTE EXPIRATION DATE LISTED ABOVE. IF NOT ACCEPTED BY THE ABOVE DATE, ALL PRICES STATED HEREIN ARE VALID ONLY AT THE OPTION OF MARTIN MARIETTA MATERIALS INC.

ALL SALES ARE PRESUMED TO BE TAXABLE UNLESS AND UNTIL A COMPLETE AND ACCURATE SALES TAX EXEMPTION CERTIFICATE IS RECEIVED. QUOTED PRICES DO NOT INCLUDE SALES TAX.

Terms & Conditions
<p>RAIL FSC – AGGREGATE PURCHASED FROM RAIL TERMINALS SERVICED BY CSX AND NORFOLK SOUTHERN WILL BE ASSESSED THE CURRENT MONTH'S PER-MILE-PER-CAR FUEL SURCHARGE (FSC) FOUND AT THE WEB LINKS BELOW. THE SURCHARGE WILL BE CONVERTED INTO A DOLLAR-PER-TON AMOUNT BASED ON THE FOLLOWING CALCULATION AND BELOW TABLE:</p> <p>FSC = (RAIL MILES X MONTHLY SURCHARGE) + TONS PER CAR</p> <p>CSX – SANFORD TO LELAND – 164 MILES – 115 TONS PER CAR CSX – SANFORD TO CASTLE HAYNE – 172 MILES – 115 TONS PER CAR</p> <p>RAIL FUEL MONTHLY SURCHARGE INFORMATION:</p> <p>https://www.csx.com/index.cfm/customers/news/customer-news/csxt-hdf-fuel-index-rate-adjustment-update-for-july-1-2022/</p> <p>http://www.nscorp.com/content/nscorp/en/transportation-terms/other-requirements/fuel-surcharge/industrial-products--2-50-mileage-based-program-terms.html</p> <p>EXAMPLE – FUEL SURCHARGE FOR CSX – SANFORD TO CASTLE HAYNE WITH A JULY SURCHARGE OF \$0.77 PER MILE/CAR</p> <p>FSC = MILES (172) X JULY SURCHARGE (0.77 PER MILE/CAR) + 115 (TONS/CAR) FSC = \$1.15/TON</p>



Account Name: GARNEY CONSTRUCTION
 Account Number: 333088
 Customer Address: 1700 SWIFT AVE, KANSAS CITY, MO 641146, US
 Customer Contact:
 Customer Email:

Terms:

1. This quotation will be valid for a period of thirty (30) days unless otherwise set forth on the face hereof. In order to make it a binding agreement, the Customer must accept all of its terms by either signing and returning a copy to Martin Marietta or by accepting products sold by Martin Marietta within that period of time. Any quotation that does not become binding prior to the quote expiration date above will lapse.
2. If the terms of this quotation are accepted, it will constitute an agreement under which Martin Marietta will sell the products shown to the Customer, and the Customer will purchase such products from Martin Marietta, for the prices indicated, during the time period specified at the time of sale or agreed to by the parties in writing.
3. At the time of shipment, Martin Marietta warrants good title and conformance to the specifications set forth on the face hereof or, if no specifications are so referenced, the customary specifications of Martin Marietta for such products from the facility of Martin Marietta indicated above. No other specifications will apply, including, without limitation, those relating to moisture. Other than the warranties stated in the first sentence of this paragraph, MARTIN MARIETTA HEREBY EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND ALL WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OF IMPLIED, AS TO THE PERFORMANCE OF ITS AGGREGATES, WHETHER WITH RESPECT TO ALKALI-AGGREGATE REACTIVITY. IF PRODUCT IS UNSATISFACTORY, MARTIN MARIETTA'S LIABILITY IS LIMITED TO FURNISHING REPLACEMENT MATERIAL. IN NO EVENT SHALL MARTIN MARIETTA BE LIABLE TO CUSTOMER FOR LOSS OF PROFITS OR REVENUE OR FOR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.
4. All products will be delivered FOB at the particular facility of Martin Marietta indicated above or as otherwise shown. Deliveries will occur in a manner that conforms to customary industry practice. If deliveries are to occur at a jobsite, a safe and secure delivery area must be provided by the Customer. Deliveries made inside curb line or on the lot are at Customer's risk only, and Martin Marietta accepts no responsibility whatsoever for damage resulting from such deliveries.
5. The Customer will be responsible for all compaction and other preparatory work required at the jobsite prior to the placement of the products shown. Martin Marietta will not be responsible for any problems that may arise if such preparatory work is not properly performed.
6. The prices set forth above are based upon the provisions of this quotation and the customary production and delivery practices of Martin Marietta. If the Customer hereafter requests action by Martin Marietta that is not customary, Martin Marietta will attempt to comply with the request, subject to the following:
 - A. If the Customer requests additives to products which are not a part of the applicable specifications described above, they will be added by Martin Marietta, if available, and an amount equal to the then standard price of Martin Marietta for such additives will be added to the purchase price. Customer remains responsible for determining appropriate specifications and additives, if any, appropriate for its specific project.
 - B. If the Customer requests delivery FOB at the jobsite in trucks or trailers that are different from customary tractors with end or bottom dump trailers, Martin Marietta will attempt to comply with such request and, if successful, will add the then standard prices of Martin Marietta for such trucks or trailers to the purchase price.
 - C. If the Customer requests deliveries of products at night or on weekends or holidays, Martin Marietta will attempt to comply with such request, subject to sufficient advance notice and a prior agreement with the Customer regarding additional charges for such services that will be added to the purchase price.
7. In addition, Martin Marietta may also add amounts to the purchase prices to reflect fuel surcharges that are imposed by third parties in connection with any shipment of the products shown or any materials that are used in the production thereof, or any other recuperative charges that are then applied by Martin Marietta to similar sales. Demurrage charges will begin after the first hour of waiting at the jobsite and will be \$50 per hour per truck, charged in no less than 30 minute increments.
8. Shipments are subject to prior credit approval. If credit is approved, all payments must be made in accordance with the then applicable credit policies of Martin Marietta, and if not so made, the agreement that is contemplated herein may be terminated by Martin Marietta immediately. Terms of payment are net 30 days following date of invoice, and payment is not dependent on receipt of payment by Customer from Owner or others. If not paid when due, Customer agrees to pay interest charges at the rate of 1.5% per month or the maximum lawful rate, whichever is lower, and Martin Marietta's reasonable costs of collection, including reasonable attorney's fees.
9. All deliveries of products are subject to delays that may be experienced by Martin Marietta in connection with adverse weather conditions, labor disputes, strikes, sabotage, war, governmental action, mechanical failures, inventory shortages, rail or truck transportation, and other similar events. Under such circumstances, Martin Marietta shall have the additional time needed to complete the order and/or the right to allocate the available supply in any manner it selects.
10. The Customer will be responsible for any taxes owed as a result of the sale of products hereunder unless the Customer provides Martin Marietta with a valid tax exemption certificate or other documentation (prior to shipment) properly indicating that such taxes should not be collected.
11. Martin Marietta shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is expressly in writing and duly executed. No partial exercise, failure to exercise, delay in exercising or course of dealing with respect to any right,



Account Name: GARNEY CONSTRUCTION
Account Number: 333088
Customer Address: 1700 SWIFT AVE, KANSAS CITY, MO 641146, US
Customer Contact:
Customer Email:

power, privilege or remedy shall operate as a waiver thereof by Martin Marietta or of any other right, power, privilege or remedy.

12. These terms shall control the sale and purchase of the products shown and shall be a part of the Customer's purchase agreement and may not be modified or altered in any way unless expressly approved in writing by a duly authorized representative of Martin Marietta. Any acceptance by the Customer that changes the terms hereof will not be effective. Martin Marietta is not bound by any Prime Contract between Owner and Customer which Seller has not signed.

13. The laws of the state of North Carolina shall govern the validity, interpretation, construction and effect of these terms and conditions and any Order, without regard to principles of conflict or choice of law.



Account Name: GARNEY CONSTRUCTION
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 Customer Contact:
 Customer Email:

Fuel Surcharge Details

PADD Region	PADD Description	Current Fuel Price	Fuel Surcharge %
PADD1C	Lower Atlantic	4.04	2.00

Fuel Type	From Fuel Price	To Fuel Price	Surcharge %
DIESEL	.01	3.84	.00
DIESEL	3.85	3.94	1.00
DIESEL	3.95	4.04	2.00
DIESEL	4.05	4.14	3.00
DIESEL	4.15	4.24	4.00
DIESEL	4.25	4.34	5.00
DIESEL	4.35	4.44	6.00
DIESEL	4.45	4.54	7.00
DIESEL	4.55	4.64	8.00
DIESEL	4.65	4.74	9.00
DIESEL	4.75	4.84	10.00
DIESEL	4.85	4.94	11.00
DIESEL	4.95	5.04	12.00
DIESEL	5.05	5.14	13.00
DIESEL	5.15	5.24	14.00
DIESEL	5.25	5.34	15.00
DIESEL	5.35	5.44	16.00
DIESEL	5.45	5.54	17.00
DIESEL	5.55	5.64	18.00
DIESEL	5.65	5.74	19.00
DIESEL	5.75	5.84	20.00
DIESEL	5.85	5.94	21.00
DIESEL	5.95	6.04	22.00
DIESEL	6.05	6.14	23.00
DIESEL	6.15	6.24	24.00
DIESEL	6.25	6.34	25.00
DIESEL	6.35	6.44	26.00
DIESEL	6.45	6.54	27.00
DIESEL	6.55	6.64	28.00
DIESEL	6.65	6.74	29.00
DIESEL	6.75	6.84	30.00
DIESEL	6.85	6.94	31.00
DIESEL	6.95	7.04	32.00
DIESEL	7.05	7.14	33.00
DIESEL	7.15	7.24	34.00
DIESEL	7.25	7.34	35.00
DIESEL	7.35	7.44	36.00
DIESEL	7.45	7.54	37.00
DIESEL	7.55	7.64	38.00

BY SIGNING BELOW OR ACCEPTING PRODUCTS SOLD BY MARTIN MARIETTA, THE CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS FOLLOWING THIS SIGNATURE LINE:

Signature

Print Name

Date

Should you have any questions concerning this quote, please contact
LON WEEKS IV at +19198694626 or Lon.Weeks@martinmarietta.com

Christopher Cahoy

From: Eric Donnelly <hericsolutions@outlook.com>
Sent: Thursday, January 30, 2025 7:51 PM
To: Christopher Cahoy
Subject: [EXTERNAL] Leland Groundwater Treatment
Attachments: Leland Groundwater Treatment Proposal.pdf; Leland Process Flow.pdf

EXTERNAL EMAIL - Please be cautious when opening links or attachments

Good evening CJ...attached is my proposal for the project. Please also review the following breakdown as you evaluate total project costs. A lot to digest and will do my best to be brief.

First to note there will be extensive discussion and planning as we get closer to this project starting. It will be during this time that I will provide much more detail on the overall system, operation, and maintenance. S&ME and I will also need to work very closely together during this process – especially as it pertains to our friends at the State. Just know that I will be here for you guys every step of the way if selected for the project. I am very much used to this process.

The following cost breakdown has a number of assumptions. Most of these are a little hard to determine as they are based on quality of water – as it relates to actual sediment and contaminant levels of influent water. I was hopefully “conservatively accurate” with some of these events. Remember this is a pretty high flow for treatment.

1. Mobilization - \$378,000 – this is extensive as there is an abundance of resins you need initially. Also there are multiple units that needs to be mobilized. I have also included much meeting time with the team as we get closer to the project start
2. Monthly Rent - \$98,000 / month (or \$196,000 for 2 months) – This is an abundance of equipment that has all of the controls and telemetry to allow for instant system changes and notifications of alarms
3. Monthly Operation - \$53,750 / month (or \$107,500 for 2 months – Again I will have much activity on site making sure this system works efficiently. I know we’ll have meetings, etc.
4. Carbon Changeouts - \$55,300 / event (assume 2 events per month, therefore \$221,200 for 4 events) – You may need less but really depends on quality of water
5. Metals Changeouts - \$64,850 / event (assume 2 events per month, therefore \$259,400 for 4 events) – You may need less but really depends on quality of water
6. Filter Costs - \$15 / filter. You’ll go through at least 96 filters per month (\$1,440) or 192 for 2 months (\$2,880). Small item but always keep it separate because some jobs go through a lot if water quality is poor.
7. Weir Tank Cleanout – This is hard thing to estimate and is very dependent on quality of water you provide. I would assume 1 cleanout per tank per month. Each cleanout would take 1 day to complete, but all based on amount of waste. I know we can dump on site, but provided an offsite # as well. For on site, assume \$7,500 per event. At 2 events per month for 2 months it would be \$30,000. This does not include offsite disposal.
8. Demobilization - \$126,350 + \$50,000 for the cleaning and offsite disposal of all tank and vessel contents

In summary of all above, the project for 2 months would total \$1,371,330 with my current assumptions. This includes all labor, taxes, fees, etc.

For the large tanks downstream of the system – they are called Lake Tanks. The following are the details:

- There would be 2 tanks. Each tank would be 378,000 gallons. This is all that’s available in this market. Also, I think we’ll need this storage considering how S&ME needs to sample. I don’t have a lot of faith in the laboratories these days – they are always late.

- Garney would need to provide a grade a layer of screenings or sand as a base layer for the tank liner. Assume each tank is about 120' x 120'.
- Cost includes delivery and assembly with the necessary valve manifolds and plumbing needed – it will take about a week for assembly.
- Each lake tank will be provided with a geotextile liner and non-permeable liner to create the tank.
- I will include ultra-sonic level monitoring of each tank to prevent overflow.
- Cost includes draining, breakdown of the modular walls and manifolds, loading and haul-away. This will take about 1 week.
- Note the liners and sand can be disposed of by Garney – I have not included any costs for this. This would also include any sediment left in the liner, however there really shouldn't be any.

Total cost for the lake tanks for 2 months as outlined above is \$425,000 and includes all taxes and fees.

I am available anytime tomorrow to discuss other than a meeting I have from 230 – 330. You can also contact me over the weekend if better.

I greatly appreciate the opportunity.

Eric C. Donnelly

President



\$1,725,000 total for 2 months.

did not use --high

HERIC SOLUTIONS, LLC.

PO Box 548

Indian Trail, NC 28079

Mobile: (980) 721-2841

www.hericsolutions.com

Christopher Cahoy

From: Benjamin C. Best <bbest@smeinc.com>
Sent: Wednesday, January 15, 2025 12:52 PM
To: Jess Powell; Christopher Cahoy
Cc: Tom Raymond; Nate Buffum
Subject: [EXTERNAL] RE: King's Bluff - DRAFT Water Treatment Design
Attachments: KB Phase II_2025 ENV Fee Schedule.pdf; Marked Up Plan to extend treatment to TMW-4,SW-1.pdf

EXTERNAL EMAIL - Please be cautious when opening links or attachments

Jess and Chris,

In addition to the information provided by Tom in the emails below, please see the attached S&ME Env Fee Schedule for Kings Bluff Phase II Wastewater Sampling. Also see below for estimated budgets for sampling and bench scale water treatment testing and system design. I understand 60 days is conservative for the work, as discussed. We are considering sampling twice a day for about three weeks, then switch to once a day following review of this laboratory data. If you have a competent person available onsite, we can train them to collect the first sample, so we can save a trip/and fees during the first three weeks.

- **Wastewater Treatment Sampling and Reporting estimated budget: \$172,600 (This includes \$112,000 in lab fees) See breakdown below.**
 - **\$72,000:** 20 Days (2 trips and 2 samples per day) @ \$3,600 per day
 - **\$80,000:** 40 Days (1 trip and 1 sample per day) @ \$2,000 per day
 - Additional Wastewater Sample Analysis: **\$1,400** per sample
 - Reporting (Daily Reporting and Final Reports): **\$20,600**
- **Bench scale water treatment testing and system design, we recommend a budget of \$20,000.**

Lastly, after talking with Tom, we recommend keeping the treatment system in place until you get to the TMW-4/SW-1 location, as there are some detections of VOCs/SVOCs (see attachment).

Please let us know when you need a formal proposal, and if you have any questions.

THANK YOU for letting us assist you with this project,

////////////////////////////////////

Benjamin Best //
Associate Project Manager

S&ME
3006 Hall Waters Drive, Suite 100, Wilmington, NC 28405
M: 910.625.5594 // O: 910.799.9945
www.smeinc.com

From: Tom Raymond <TRaymond@smeinc.com>
Sent: Friday, January 10, 2025 8:20 AM
To: Jess Powell <JPowell@mckimcreed.com>; Christopher Cahoy <ccahoy@garney.com>



Project Name: Water Filtration - Leland, NC
 Prepared For: CJ Cahoy
 ccahy@garney.com
 Lydia Oravetz
 From: Jesse Green
 Account Manager:
 Quote Number: 4
 Created Date: 2/3/2025
 Expiration Date: 4/4/2025

E-Tank, Ltd.
 3150 Millennium Blvd. SE
 Massillon, OH 44646
 (330) 837-5100 <http://www.etank.net>

QUOTE

Bill To:
 Garney Construction Inc
 1700 Swift Street
 Suite 200
 Kansas City, MO 64116

Ship To:
 Water Filtration - Leland, NC

Rental Items	RENTAL RATE PER UNIT			
	Product	Qty	Daily Rate	Weekly Rate
18K gal. Certified clean weir tank	2.00	\$42.00	-	-
21K gal. Certified clean tank	10.00	\$40.00	-	-
3" Vac Assist High Flow Solids Diesel Pump	1.00	\$167.00	\$475.00	\$1,269.00
(Standby) 3" Vac Assist High Flow Solids Diesel Pump	1.00	\$101.00	\$285.00	\$762.00
Filter - 6 Bag Unit Stainless Steel	1.00	\$95.00	-	-
Carbon Filter Vessel 5000lb.	4.00	\$67.00	-	-
Filter - 12 Cartridge Stainless Steel Skid	1.00	\$67.00	-	-
3" Flow Meter	1.00	\$22.00	-	-
HD Rigid Water Hose 3x10 Camlock	5.00	\$12.00	\$36.00	\$108.00
HD Rigid Water Hose 3x20 Camlock	12.00	\$22.00	\$65.00	\$195.00
3" Tee	3.00	\$6.00	\$18.00	\$54.00
Small Manifold	2.00	\$10.00	-	-
HD Rigid Water Hose 4x10 Camlock	6.00	\$11.00	\$34.00	\$103.00
HD Rigid Water Hose 4x20 Camlock	8.00	\$22.00	\$66.00	\$199.00
HD Rigid Water Hose 6x20 Camlock	3.00	\$38.00	\$115.00	\$345.00

An Environmental Fee of 2.0% calculated on all rental amounts is included in the rental package total below and will be added to each invoice.

RENTAL PACKAGE TOTAL	
Daily Rent (1 Day)	\$ 1,960.44
Weekly Rent (7 Days)	\$ 9,733.86
Monthly Rent (28 Days)	\$ 35,787.72

Sales and Services

Product	Qty	Sale Price	Total Price
Filter Bag 25 Micron	200.00	\$5.00	\$1,000.00
Filter Bag 5 Micron	50.00	\$5.00	\$250.00
Filter cartridge 0.5 micron	48.00	\$13.00	\$624.00
Pure Organoclay	20,000.00	\$1.75	\$35,000.00
50/50 Blend of Cationic Organoclay / Re-Activated Carbon	15,000.00	\$1.75	\$26,250.00
SUB Delivery (GA) **Estimate	3.00	\$2,700.00	\$8,100.00
SUB Delivery (OH) **Estimate	3.00	\$3,240.00	\$9,720.00
SUB Delivery (CIN) **Estimate	3.00	\$3,060.00	\$9,180.00
SUB Pick Up (GA) **Estimate	12.00	\$2,700.00	\$32,400.00
Pump Delivery (OH) **Estimate	2.00	\$2,450.00	\$4,900.00
Pump SUB Delivery (Semi Rate) **Estimate	1.00	\$2,880.00	\$2,880.00
Pump SUB Pick Up (GA) **Estimate	2.00	\$2,400.00	\$4,800.00
Pump SUB Pick Up (Semi Rate) **Estimate	1.00	\$2,700.00	\$2,700.00
Installation Charge (\$85/hour)	32.00	\$85.00	\$2,720.00
Per diem	4.00	\$300.00	\$1,200.00

Total Sales: \$ 141724.00

***Sales Tax Not Included**

\$212,240 for 2 months. we need to assist in unload/set-up we will monitor system and get training. we clean up and dispose material and wash out tanks.

*All consumable sale items, including media, will be billed at the time of shipment.

*Effective immediately, a temporary fuel surcharge has been added to our transportation costs. This fuel surcharge is based off nationally recognized standards and will be removed when possible. Thank you for understanding. If E-Tank is contracted to DEMOB roll-off boxes, a DEMOB and fuel surcharge will apply.

All rentals are subject to E-Tank's General Terms and Conditions as printed on the reverse side of our Rental Contracts, Shipping Orders, and Invoices. A copy of the General Terms and Conditions will be provided upon request.

Price will be effective for 60 days from the date of this quotation.

All rentals are subject to availability.

For repairs due to damage not caused by normal wear and tear, we will invoice you for time and materials.

Hazardous Materials: If Customer stores Hazardous Material (as classified by the U.S. EPA) in the equipment or uses the equipment to process such material, Customer must clean and decontaminate the Equipment at the worksite to E-Tank's satisfaction. Under no

circumstances shall ownership of such material ever transfer to E-Tank. If the contaminant level of the material is above E-Tank's target level, Customer agrees to have the equipment tested at Customer's expense after cleaning to demonstrate that contaminant levels at retrieval or upon return of the equipment will be below E-Tank's target levels.

Tank

Cleaning and testing: Please keep in mind that unlike most suppliers in the tank rental business, our tanks are "Certified Clean". This reduces your risk of exposure to accidental cross-contamination from other contractors' remediation sites, which could happen if you rent a tank that has not been properly cleaned. To re-certify the tank(s), we follow a three-step procedure which is part of the rental contract and which is outlined as follows:

1. Analysis of fluid: We require that you furnish us with an SDS or analytical identifying the material that will be stored in the tank prior to the rental.
2. Post-use cleaning: The tank(s) must be returned to us in the same condition in which it was/they were received, free of contamination, debris or sediment. Therefore, if your analysis of the fluid indicated contamination in excess of our target levels or if there is debris or sediment in the tank(s) remaining after you have drained the fluid, the tank(s) must be cleaned following usage.
3. Post-cleaning test: If your analytical indicated that the water was contaminated in excess of E-Tank's target levels, we require an aqueous test of the rinse water or a wipe test of the tank(s) following cleaning to re-certify the tank(s). If you have used the tank(s) to contain Hazardous Materials, please refer to the additional requirements specified in the above notation.

E-Tank offers a cleaning service for Non-Hazardous material once tank is completely empty and has been returned to our yard:

Labor = \$225.00/hour (includes 2 man confined space entry crew, pressure washer, and materials)

Proper Disposal of Liquids = \$65.00/drum

Proper Disposal of Solids = \$175.00/drum

Personal Protective Equipment = \$35.00/tank

1st week rental, delivery charge, and pick up are billed 7 days after delivery. Thereafter, each additional rental period is billed weekly. Rental charge for any period less than one week is prorated. Standard payment terms are net 30 days.

Pump

The above equipment is quoted according to your specifications.

Escalation pricing is standard practice in the industry. Under escalation pricing, 3 rental days = 1 rental week (56 hours) & 3 rental weeks = 1 rental month (224 hours).

Pump rental rates are based upon 8 operating hours per day.

- 0.0-8.0 hours/day = standard rate
- 8.1-16.0 hours/day = 1.5 x standard rate
- 16.1-24.0 hours/day = 2.0 x standard rate

Pick up is charged separately at the termination of the rental, if applicable. Standard payment terms are net 30 days. If the pump was used to move Hazardous Materials, please refer to the additional requirements specified in the above notation.

Carbon Filtration

E-Tank, Ltd. does not warranty the degree of filtration associated with this equipment. Field performance may vary if any of the system operating variables change. Monitoring and operation of the filtration system is the responsibility of the customer.

Results will vary based on water characteristics and background water data and requirements. E-Tank, Ltd. reserves the right to modify its proposal based on actual water conditions. System specification is designed in accordance with client project specifications.

The above equipment is quoted according to your specifications. Disposal of all spent liquid phase filtration media is the responsibility of the customer. Equipment must be decontaminated and free of debris prior to return. The rental of the filtration equipment will end when all contaminated filtration media has been removed from the filtration equipment and the customer has notified E-Pump of the availability of the equipment for pick up.

Filtration media shipping costs may vary from the listed price depending on the time of order.

1st week rental and delivery charge are billed 7 days after delivery. Thereafter, each additional rental period is billed weekly. Rental charge for any period less than one week is prorated. Pick up is charged separately at the termination of the rental, if applicable. Standard payment terms are net 30 days. If you have used the equipment to process Hazardous Materials, please refer to the additional requirements specified in the above notation.

Bags

Restocking Fee: E-Tank will only accept unused bladder bags and filter socks that are received in "new" condition if a customer returns them after their rental. E-Tank will charge a restocking fee of 30% of the original purchase price to accept these items back into their inventory.

Thank you for the opportunity of doing business with you. Please call us if you have any questions.

Sincerely,
Lydia Oravetz

Inside Sales Representative
(888) 703-8265

NC Division of Water Infrastructure MBE/WBE (DBE) Compliance Supplement Instructions

(This package combines the various aspects of State of NC HUB program requirements and Federal DBE requirements into a single compliance supplement in order to eliminate redundancy and ambiguity)

Item	What to do with it
Good Faith Efforts Form	Provided by all bidders to be responsive Only low bidder's form is submitted to the State
Table A (Summary of firms on job)	Provided by all bidders to be responsive Only low bidder's form is submitted to the State
Table B (per item being subbed)	Provided by low bidder if SRF project or SRP/SEL* that obtains less than 10% M/WBE utilization (see page 2)
Provide documentation of anything you did that is mentioned later in this supplement	- Proof of trade paper advertisement - Printouts of DBE sources used - Solicitation emails and/or letters
Additional Forms for SRF Projects (these forms are currently not applicable)	
6100 3 (per M/WBE firm)	Provided by low bidder if SRF project
6100 2	Distributed to M/WBE firms if SRF project
Subs submit concerns on 6100 2 forms to:	Michael Pigram Region 4, Atlanta Federal Center 61 Forsyth Street Atlanta, GA 30303 8960

NOTES on this Compliance Supplement

Verifiable Goals

- EPA MBE/WBE participation goals: MBE 10.9%
WBE 10.4%

These are goals that the State reports against and are not quotas. The good faith efforts must be adhered to and all forms provided regardless of what percentage utilization is achieved.

- State of NC MBE/WBE participation goal: 10% (combined)

Table B is not required for SRP and SEL projects if you achieve 10% utilization.

DBE (MBE or WBE) Certification

In order for a firm to count towards the goals, a firm must be properly certified. Table A and Table B both provide spaces to note who certified the firm. The North Carolina Department of Administration and North Carolina Department of Transportation are the most common certifications we see listed. Division of Water Infrastructure staff verify all certifications listed.

For SRF projects, please note the EPA's six Good Faith Efforts found in 40 CFR 33

Filling out the Good Faith Efforts Form and providing Table B (if subcontracting is achieved) constitutes compliance with EPA's six good faith efforts.

- (1) Ensure MBE/WBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and local Government recipients, this will include placing MBE/WBEs on solicitation lists and soliciting them whenever they are potential sources.
- (2) Make information of forthcoming opportunities available to MBE/WBEs and arrange time for contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (3) Consider in the contracting process whether firms competing for large contracts could subcontract with MBE/WBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities in order to increase opportunities for participation by MBE/WBEs in the competitive process.
- (4) Encourage contracting with a consortium of MBE/WBEs when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance of the SBA and the MBDA.
- (6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in subparagraphs (1)-(5) of this section.

Pertinent State of North Carolina Administrative Code Regarding M/WBE Compliance. The provisions in this Compliance Supplement constitute compliance with the Rules below.

Owner Requirements	01 NCAC 30I .0306
Contractor Requirements	01 NCAC 30I .0308

Resources

Some sources for identifying MBE/WBE (DBE) firms

- <https://www.ips.state.nc.us/vendor/SearchVendor.aspx> (NCDOA)
- <https://www.ebs.nc.gov/VendorDirectory/default.html> (NCDOT)
- http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm (US SBA)

Some sources for finding minority trade papers for potential solicitation advertisements and Federal advertising options

- <http://web.sba.gov/subnet/> (US SBA Subnet advertising website)
- <https://www.mbda.gov/> (US Dept. of Commerce)
- <https://ncadmin.nc.gov/businesses/hub> (NC HUB Office)

Good Faith Efforts Form

Attempts to provide subcontracting opportunities for MBE/WBE firms.

Per 01 NCAC 30I .0101, 50 points must be claimed below by the bidder.

(This is identical to State of NC Affidavit A)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

Results of Good Faith Efforts Undertaken (you must check one box below)

- No subcontractors are being used for this contracted work. Fill out Table A listing only the Prime Contractor. (This statement takes the place of State of NC Affidavit B)
- Subcontractors are being used. Fill out Table A and B for each trade. **Each Table B lists 3.**
- Subcontractors are being used. If any Table B has fewer than 3 solicitations you must also advertise in an M/WBE trade paper and indicate what source of M/WBE firms you used (*must list at least one*). Some possible papers and sources of M/WBE firms are listed in the Instructions of this Supplement.

Name of the Trade Paper: _____

Submit proof of advertisement with package

M/WBE Sources: Source: _____ Source: _____

Submit printouts from M/WBE source(s)

Certification Statement and Affidavit of Contractor.

The below affidavit constitutes compliance with 01NCAC 30I .0308(7)(a) and (b) and takes the place of State of North Carolina Affidavits C and D.

I have read the information in this compliance supplement and all information provided to the State in this package is accurate and true to the extent of my knowledge including the calculated percentages and the good faith efforts presented herein.

Prime Contractor Company Name (Print)

Prime Contractor Representative (Sign & Date)



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My Commission Expires _____

Certification of Project Owner/Funding Applicant

Funding Applicant (City, Town etc)

Applicant Authorized Representative (Sign & Date)

Division of Water Infrastructure Project Number

Table A: Prime Contractor and list of selected subcontractors

List Prime and ALL of the selected subcontractors (both DBE's and non-DBE's) being used on the project. Each Trade listed on this sheet should have a completed Table B: Subcontract Solicitation List showing the DBE firms contacted and given opportunities to bid.

Company Name (list prime first then subs)	Company Address and Phone	Trade (Above) and Price (Below)	MBE or WBE and certifying agency if applicable	(State use only) Listed in EPLS as Debarred?
		\$		
		\$		
		\$		
		\$		

Calculate M/WBE utilization as a percent (00.00%) of the prime contract. Limited to 100% even if the Prime is a DBE.

MBE and WBE subs total	\$	
Prime Contract Price	\$	_____ %

Note: Table A substitutes for both the State of NC "Identification of Minority Participation" form and EPA Form 6100-4.

Table B: Subcontract Solicitation List

Table B is required if:

- 1) Project is Federally funded (SRF) OR;
- 2) Project is a State Reserve Project or State Emergency Loan (SRP or SEL) and Utilization % on Table A is less than 10%
- 3)

Trade: _____ (enter the trade being solicited, paving, hauling etc.)
List the firm being used on the project first. If three MBE or WBE firms are not listed, additional information must be provided showing advertisements and/or sources used to identify MBE/WBE subs.
Use as many of these sheets as are necessary to cover every trade being subbed out.

Company Name	Company Address and Phone	MBE or WBE and certifying agency if applicable.	How was this firm contacted (email, letter, phone) and what was the result of the solicitation?*

*Must submit copies of emails or letters. If phone calls were made this sheet can serve as documentation of calls.

MBE/WBE (DBE) – Change or Add a Subcontractor Form

According to EPA guidance on 40 CFR 33.302

If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six good faith efforts described in §33.301 if soliciting a replacement subcontractor.

Please provide the information below if the subcontracted work in question was included in previously submitted good faith efforts documentation:

Prime Contractor:

Subcontracted work:

Previous Subcontractor:

Reason this firm did not complete the work:

New subcontractor and DBE status:

 MBE

 WBE

 N/A

If this is a new trade being subcontracted, or was not documented in the original Project Bid Information submittal to the State then good faith efforts to solicit a DBE firm must be documented. As the original DBE instructions indicate, please provide a Table B from those original instructions, showing all the DBE firms contacted to perform this work. If three (3) firms are not listed on Table B, then additionally you must submit proof of an advertisement in a minority trade paper and evidence that there were not three reasonably available firms in the work area. The EPA provides in 33.301(a) that good faith efforts are to be carried out "...to the fullest extent practicable...". If solicitations were not carried out due to being impracticable, please attach this explanation to this form.

Please follow the steps below for new subcontracted work:

Indicate the new trade being subcontracted:

Indicate the firm being used and DBE status:

 MBE

 WBE

 N/A

Attach Table B

(For State Use) Is this sub debarred?

 Yes

 No

Project Owner/Applicant:

Project Number:

Signature of Prime Contractor's Representative

Davis-Bacon Instructions for SRF Projects

To be included in the Contract Documents:

- The entire contents of 29 CFR 5.5
- The appropriate wage determination (usually Heavy). This determination must be the most current and have been in effect at least 10 days prior to bid opening. If a wage determination for the project location is not available, then the Statewide wage determination may be used. If it takes longer than 90 days to execute contracts and the wage determination changes, then the new wage rates must be incorporated into the contract. Wage Determinations can be found at:
https://beta.sam.gov/search?index=wd&is_active=true&date_filter_index=0&date_rad_selection=date&wdType=dbra&page=1

During Construction:

- Post the Davis-Bacon Poster
<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fedprojc.pdf>
- Post the appropriate wage rates. These should be the ones included in the specifications and any new classifications approved by the Department of Labor.
- Weekly payrolls are to be maintained onsite for all subject contractors and subcontractors. Number them for each week of the construction period including weeks that do not have payroll. Form WH 347 is suggested. Do not submit these to the State SRF office, submit them to the municipality for review. Link to Form WH 347 -
<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf>
- The municipality will conduct interviews with employees when there are irregularities concerning wages being paid. Use Standard Form 1445.
- For additional wage classification approvals, complete form SF 1444 found at this link:
https://www.nps.gov/dscw/upload/sf1444-classificationrateauthorizationrequest_7-14-06.pdf
 Email this form to: whd-cbaconformance_incoming@dol.gov

The entire contents of this package is:

- 1) These Instructions
- 2) 29 CFR 5.5
- 3) Davis-Bacon Poster
- 4) Payroll form WH 347

29 CFR §5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by

the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show

that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*—(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In

addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor 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 (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor 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 (b)(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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) 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 contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

**PREVAILING
WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

AGENDA ITEM

To: CHAIRMAN DEVANE AND BOARD MEMBERS

From: TIM HOLLOMAN, EXECUTIVE DIRECTOR

Date: February 10, 2025

Re: Resolution of the Lower Cape Fear Water & Sewer Authority Board to Directors to award the Phase II Engineering Services of Design and Bid Proposal Associated with the Kings Bluff Raw Water Pump Station Air Backwash Building and Access Walkway Replacement

Background: After the Board approved returning to the original scope of work at the January Board meeting, McKim and Creed submitted a proposal of \$285,900 for completion of the Phase II tasks.

Action Requested: Motion to approve/disapprove

**RESOLUTION OF THE LOWER CAPE FEAR WATER AND SEWER AUTHORITY BOARD
OF DIRECTORS APPROVING PHASE II ENGINEERING SERVICES PROPOSAL FOR
KINGS BLUFF RAW WATER PUMP STATION AIR BACKWASH BUILDING
AND ACCESS WALKWAY REPLACEMENT**

WHEREAS, Lower Cape Fear Water and Sewer Authority (“LCFWASA”) has undertaken a thorough assessment of LCFWASA’s Kings Bluff Raw Water Pump Station facilities and continues to update and maintain its physical buildings and operational equipment;

WHEREAS, the air backwash building and access walkway at the Kings Bluff Raw Water Pump Station are in need of replacement, and the replacement of the walkway is KB-6 of the Master Planning Document approved by the Board;

WHEREAS, the current access walkway is approximately 40 years old, and the importance and condition of the walkway warrants an expedited replacement schedule;

WHEREAS, at its June 5, 2023 Meeting, the LCFWASA Board of Directors (“Board”) awarded the contract for engineering services associated with the Kings Bluff Raw Water Pump Station air backwash building and access walkway replacement (the “Project”) to McKim & Creed, Inc. (“Engineer”);

WHEREAS, as more particularly set forth in LCFWASA’s Request for Statement of Qualifications (“RFQ”) for professional engineering services associated with the Project, the scope of engineering work for the Project has been divided into Phase I and Phase II;

WHEREAS, Phase I of the engineering work for the Project consists of a Preliminary Engineering Report, including an evaluation of options and materials to replace the backwash building and walkway; an evaluation of options for relocation or consolidation of the air backwash systems; the development of opinions of probable project cost for each option; the development of an anticipated schedule for each option; an evaluation and identification of permitting requirements; and providing recommended alternatives;

WHEREAS, Phase II of the engineering work for the Project consists of design, bid, permitting, construction administration and construction observation;

WHEREAS, at the August 21, 2023 LCFWASA Board Meeting, the Board approved the Engineer’s services proposal for the Phase I engineering services (Preliminary Engineering Report) setting forth the Engineer’s scope of work, exclusions, deliverables, project schedule and fee, which included geotechnical services and a preliminary engineering report;

WHEREAS, at the September 9, 2024 LCFWASA Board Meeting, the Engineer provided a presentation to the Board regarding the preliminary engineering and geotechnical findings to date, including an evaluation of construction material options for new piling installations, required piling depths and potential design options related to walkway materials and piling span requirements;

WHEREAS, at the October 14, 2024 LCFWASA Board Meeting, the Board chose to pursue a design-build delivery method for the Project and passed a Resolution establishing criteria for a design-build delivery method, authorizing the use of the design-build delivery method for the Project;

WHEREAS, after reevaluating and reconsidering the budget constraints, anticipated timeline, the Board’s Master Planning Document and the scope of the Project, at the January 13, 2025 Board Meeting, the Board passed a Resolution to pursue the traditional design, bid and build delivery method for the Project rather than the design-build delivery method previously authorized by the Board;

WHEREAS, at the January 13, 2025 Board Meeting, the Board also passed a Resolution to proceed with the Phase II engineering services for the Project, subject to the Board’s approval of the scope of work, exclusions, deliverables, project schedule and proposed fee;

WHEREAS, on February 5, 2025, the Engineer provided LCFWASA with an Engineering Services Proposal for the Phase II engineering services for the Project, setting forth the scope of services, including design phase services, bid phase services, schedule, and proposed fixed fee in the amount of \$285,900.00; and,

WHEREAS, the Board wishes to approve the above-referenced Engineering Services Proposal for the Phase II engineering services.

NOW, THEREFORE, BE IT RESOLVED by the Chairman and the Directors of the Lower Cape Fear Water and Sewer Authority as follows:

1. The Board of Directors approves the Engineering Services Proposal dated February 5, 2025, provided by McKim & Creed, Inc., in the fixed fee amount of \$285,900.00 for Professional Consulting Engineering Services Kings Bluff Aerial Backwash Building and Walkway Replacement Design, Bidding, and Construction Phase Services.
2. The Board of Directors designates that the Chairman is duly authorized to execute the contract for the above-referenced engineering services on behalf of LCFWASA.
3. This Resolution shall be effective upon passage.

THEREFORE, BE IT FURTHER RESOLVED, that a copy of this Resolution be recorded in the permanent minutes of this Board.

Adopted this _____ day of February, 2025.

Patrick DeVane, Chairman

ATTEST:

Al Leonard, Secretary



ENGINEERS

SURVEYORS

PLANNERS

February 5th, 2025

241636

Mr. Tim Holloman, Executive Director
 Lower Cape Fear Water & Sewer Authority
 1107 New Pointe Blvd Suite 17
 Leland, NC 28451

Re: **Proposal for Professional Consulting Engineering Services
 Kings Bluff Aerial Backwash Building and Walkway Replacement
 Design, Bidding, and Construction Phase Services**

Dear Mr. Holloman:

McKim & Creed appreciates the opportunity to provide this proposal for professional services for the referenced project. Our detailed scope of work is provided as follows:

I. SCOPE OF SERVICES

The following presents the scope of work to provide professional engineering services for the replacement of the backwash building and access walkway at the Kings Bluff Raw Water Pump Station located just above Lock & Dam No. 1 in Bladen County. The project scope generally includes two alternate designs for the access walkway, detailed construction documents, permitting, bid, construction administration, and construction observation services. Our detailed scope of work is provided as follows:

Task 1 – Design Phase Services

McKim & Creed will provide the following services to evaluate and develop design plans and specifications for the replacement of the backwash building and access walkway at the Kings Bluff Raw Water Pump Station.

Access Walkway Replacement

Two design alternatives design options will be provided for this project. The two design alternatives will consist of

- 1) A long-span precast option:

243 North Front Street

Wilmington, NC 28401

910.343.1048

Fax 910.251.8282

www.mckimcreed.com

K:\Water\Lower Cape Fear Water & Sewer Authority (LCFWSA)\241636_Air Backwash Building and Access Walkway Replacements - Amendment No. 1 - Des Permit\Fee Proposal\241636 Air Backwash Building and Walkway Replacement .doc

Mr. Tim Holloman, Executive Director
Lower Cape Fear Water and Sewer Authority
February 5, 2025
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- The precast option will consist of a prestressed precast concrete double tee superstructure bearing on precast concrete bents. The bents will be supported on precast concrete piles set adequately based on final geotechnical parameters. Aluminum or precast railing will be provided along the perimeter of the walkway. Lateral stability for the walkway will be provided by the piles.
- 2) A timber option similar in configuration to the existing walkway:
- The timber option will consist of a timber deck supported on wood joists, which will bear on timber ledgers. The Ledgers will be set on timber piles set adequately based on final geotechnical parameters. A timber safety rail will be provided along the perimeter of the walkway. Lateral stability for the walkway will be provided by timber braced frames.

The precast design will be developed as the base bid, with the timber design as a bid alternate.

Air Backwash Building

The proposed backwash building will house all relevant air backwash equipment and will be constructed as a wood-framed structure supported by the superstructure of the walkway. The roof will consist of prefabricated metal plate-connected wood trusses, while the walls will feature wood sheathing over stud framing. Lateral stability for the building will be provided by the roof diaphragm and shear walls.

The existing air tanks and associated equipment will be relocated to the new air backwash building. New tanks or controls are not included in this scope of work.

Electrical Improvements

Electrical design will include a new 480V-3 Phase electrical feed, from the existing Kings Bluff Pump Station. A new conduit will be designed for attachment to the proposed walkway to serve the new backwash building.

The new backwash building will include interior and exterior lighting, exit signs, and a single louver and vent assembly.

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Air Piping Improvements

A new compressed air pipe will be designed and attached to the proposed walkway to serve the existing air tanks and new air backwash building. The existing air compressors at the Kings Bluff Pump Station will remain operational and serve the new air backwash building.

Geotechnical and Environmental Sampling

Geotechnical investigations and environmental sampling will be conducted to support final design methods and foundational requirements for the proposed walkway and air backwash building structure. Primary scope items for this effort will include:

Site Access

Site access to the boring locations will require traversing low-lying wetlands. The following assumptions for scope and pricing purposes:

- Boring locations will be accessed via marsh buggy equipment to manage moving difficulties, delivery access, and creek/drainage swales that would limit access by other conventional equipment.
- Excluding the two intake pipelines, no other utilities exist within the corridor, therefore, subsurface utility locations are not included in this scope of work.

Geotechnical Exploration

Based upon the available information, we propose to perform the following scope of services for field exploration:

- We assume that the site is accessible to our field crew during normal business hours.
- We will perform SPT borings at three locations southeast and parallel to the existing walkway. These borings will supplement previous borings completed during the preliminary evaluation stage of the project.
- Using a marsh buggy to gain access, we will perform three SPT borings to a target depth of 75 feet each. In addition to mud rotary drilling, installation of casing at each location is anticipated to advance the boring to target depths to reduce the potential of fluid loss or early refusal.

Mr. Tim Holloman, Executive Director
Lower Cape Fear Water and Sewer Authority
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Soil sampling and penetration testing will be performed in general accordance with ASTM D1586, "Standard Test Method for Penetration Test and Split Barrel Sampling of Soils". Borings will be made by mechanically twisting a continuous steel hollow stem auger or mud rotary bit into the soil. At five-foot depth intervals, soil samples will be obtained with a standard 1.4-inch I. D., two-inch O. D., split barrel sampler. Soil samples will be visually classified by the geotechnical professional in the field and results incorporated into our evaluation and report. Recovered split-spoon samples will be collected and transported to our laboratory.

The recovered soil samples will be classified in general accordance with the visual-manual method described in ASTM D 2488, "Standard Practice for Description and Identification of Soils (Visual-Manual Method)".

Environmental samples will be collected at each change in soil type or every 10'. Panels will be taken for the following:

- Water-soluble sulfides
- Corrosive materials (including pH and electrical resistivity)
- Chloride detection

Geotechnical Report

At the completion of the field exploration, we will prepare a geotechnical engineering report which will include:

- Summary of our understanding of the project information along with a brief site description.
- Description of the exploration sampling methods including our test locations depicted on a site layout plan.
- SPT boring logs which describe site soils and illustrate stratification changes, and field data.
- General discussion of subsurface conditions including soils encountered and depth and location of soft soils. This will include interpreted subsurface cross-sectional soil profiles as appropriate.
- Subsurface water levels observed in completed borings at termination of drilling.

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- Recommendations for up to three types or sizes of driven pile foundations, which are anticipated to include 18-inch PSC, 18-inch open ended steel pipe piles, and 24-inch open ended steel pipe piles. Recommendations will include axial resistance estimates versus tip depth, and installation recommendations for PSC or pipe piles.
- Lateral pile analysis for up to three types or sizes will be performed for individual piles considering fixed and free head restraints.
- Specific structural load information should be provided to us to help develop recommendations that are appropriate for this project.

Deliverables

60% Design Documents

- *Plan and section views of proposed walkway alternatives.*
- *Plan and section views of proposed air backwash building.*
- *Proposed schematic layout of relocated air tanks and controls.*
- *Electrical one-line diagram and preliminary sizing of conduits*
- *Technical specifications will not be included at 60%.*
- *Opinion of Probable Project Cost*

90% Design Documents with Technical Specifications

- *Plan and section views of proposed walkway alternatives.*
- *Details for proposed walkway alternatives*
- *Plan and section views of proposed air backwash building.*
- *Details of building and structural components of building*
- *Floor plan layout of air tanks and controls*
- *Electrical design plan and details*
- *Technical Specifications*
- *Opinion of Probable Project Cost*

Final Design Documents for Bidding

- *Final plans and details for all components*
- *Final specifications.*
- *Front-end contract documents*
- *Bid Form*
- *Final Opinion of Probable Project Cost*

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Lower Cape Fear Water and Sewer Authority
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Permitting

Based on discussions with regulatory agencies, no environmental permits are anticipated for this project. A submittal will be prepared and provided to the USACE and NCDWR to obtain concurrence that the project is non-notifying. This submittal will be provided upon completion of the 60% deliverable status.

Task 2 – Bid Phase Services

McKim & Creed will provide the following bid phase services:

- The Contract Documents will be configured as either a unit price bid or lump sum with contingency, dependent upon final design documents.
- The precast walkway design will be included as the “Base Bid” and the timber walkway design will be included as an “Alternate Bid.” The bid will be structured to allow the Authority to select either the Base Bid or the Alternate Bid, at their discretion.
- Prepare and furnish Bidding Documents for review and approval by Owner and its legal counsel, as appropriate. The LCFWSA does not have standard front end contract documents. McKim & Creed will draft and submit EJCDC Standard Front End Contract Documents as part of the Project Manual.
- Provide three sets of reproducible plans and specifications to the Owner for on-site Contractor review purposes. The LCFWSA will post to LCFWSA’s website and submit Bid Advertisement to newspaper. McKim & Creed will post to the local Dodge and AGC plan rooms.
- Issue Bidding Documents to prospective Bidders. Maintain a record of prospective bidders to whom Bidding Documents have been issued.
- Respond to bidder inquiries and prepare Addenda as required. Addenda shall be submitted in a reproducible format to the local Dodge and AGC plan rooms as indicated in the standard advertisement.
- Provide emailed, PDF electronic copies of Addenda to plan holders; assumes one (1) addendum issued.
- Schedule and conduct an in-person pre-bid meeting.

Mr. Tim Holloman, Executive Director
 Lower Cape Fear Water and Sewer Authority
 February 5, 2025
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- Schedule and conduct in-person bid opening.
- Review and tabulate bids, summarizing all Contractors' bids on each bid item using Excel spreadsheet. Deliver to the Owner in Microsoft Excel format.
- Provide Recommendation of Award letter to LCFWASA.
- Rebidding the project, if required, will be considered as an Additional Service

II. COMPENSATION

McKim & Creed will complete the work outlined in this proposal for the fixed fee amounts as indicated below.

TASK	TASK DESCRIPTION	TOTAL
Task 1	Design Phase Services	\$271,200
Task 2	Bid Phase Services	\$14,700
	Total Fee Tasks 1 & 2	\$285,900

- 1.5% per month on overdue invoices, etc.
- Either party may terminate with 30-day notice.

III. SCHEDULE

The following provides an anticipated schedule for the proposed project:

<u>Task</u>	<u>Anticipated Completion Date</u>
• Notice to Proceed	February 10, 2025
• Design	July 30, 2025
• Bid Advertisement	August 11, 2025
• Bid Opening	Sept 10, 2025
• Notice to Proceed Construction	October 14, 2025

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 Lower Cape Fear Water and Sewer Authority
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IV. ADDITIONAL SERVICES

The Professional Services stated herein above do not include the costs of, but can be provided if requested at a negotiated scope and fee:

- Contractor Pre-Qualification Services
- Construction Administration or Construction Observation Services not specifically stated herein.
- Permitting except for otherwise noted herein.
- Permit Fees (fees shall be paid by the Authority – none anticipated)
- Evaluations, design, upgrades to existing generators or facilities
- Condition assessment of existing facilities
- Court appearances for expert witness.
- Design of demolition or abandonment of existing facilities
- Off-site drainage improvements.
- Environmental Assessments or Environmental Impact Statements
- Redesigns of facilities after approval of final plans; or
- Court appearances for litigation, or preparation for the same

ACCEPTANCE AND AUTHORIZATION

If this proposal is acceptable, please sign below as indicated and return one executed copy to our office. Upon receipt, McKim & Creed will consider this as the authorization to proceed.

We appreciate the opportunity to provide these services and look forward to our continuing work with the Authority. If you have any questions, please do not hesitate to contact me.

Sincerely,
 McKIM & CREED, Inc.



Tony Boahn, PE
 Vice-President

Enclosure: (1) McKim & Creed, Inc. Engineering Division General Conditions

Mr. Tim Holloman, Executive Director
Lower Cape Fear Water and Sewer Authority
February 5, 2025
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Accepted by:

LOWER CAPE FEAR WATER & SEWER AUTHORITY

NAME: _____

SIGNATURE: _____

TITLE: Chairman

DATE: _____

E-Verify Requirement. As a condition of payment for services rendered under this agreement, Engineer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (requirement that employers use E-Verify). Further, if Engineer provides the services to the Client utilizing a subcontractor, Engineer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Engineer shall verify by affidavit compliance with the terms of this section upon request of Client.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the ____ day of _____, 2025.

Finance Officer, Lower Cape Fear Water and Sewer Authority

McKim & Creed, Inc.
Engineering Division
General Conditions
(01/2011-1)

Billing and Payment. Invoices will be submitted by McKim & Creed, Inc. (the "Engineer") to the Client monthly for services performed and expenses incurred pursuant to this Agreement. Payment of each such invoice will be due upon receipt and considered past due if not paid within thirty (30) days of the date of the invoice. Any retainers shall be credited on the final invoice.

a) Interest. A service charge will be added to delinquent accounts at 18 percent per annum (1.5 percent per month).

b) Suspension of Services. If the Client fails to make any payment due the Engineer for services and expenses within thirty (30) days of the invoice date on the project(s) covered by this agreement or any other project(s) being performed by Engineer for Client, the Engineer may suspend services under this Agreement until it has been paid in full for all past due amounts owed by Client for services and expenses. The Engineer shall have no liability whatsoever to the Client for any costs or damages occurring as a result of such suspension caused by any such breach of this Agreement by Client.

c) Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs.

d) Termination Of Services. The failure of the Client to make payment to the Engineer in accordance with the payment terms set forth herein shall constitute a material breach of this Agreement and shall entitle the Engineer, at its option, to terminate the Agreement. Any material breach of this Agreement by the Client shall, at the Engineer's option and in its sole discretion, constitute a breach of and default under any and/or all other agreements between the Client and Engineer.

Confidentiality. The Engineer agrees to keep confidential and not to disclose to any person or entity, other than the Engineer's employees, sub-consultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by the Engineer or furnished to the Engineer and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim.

~~The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by the Engineer pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Engineer.~~

Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the Client or the Engineer, their employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and lost profit.

Non-Contingency. The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Engineer pursuant to this Agreement is not subject to any contingency unless the same is expressly set forth in this Agreement. Payments to the Engineer shall not be withheld, postponed or made contingent on the financing, construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Engineer's compensation for any reason.

Opinions of Cost.

(a) Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, are estimates only and shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost prepared by it and the Engineer shall have no liability whatsoever if the actual cost differs from the Engineers estimate. If at any time the Client wishes greater assurance as to the amount of any cost, Client shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by the Client will be paid for as additional services hereunder by the Client.

Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Engineer shall provide a final statement of charges due and will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Engineer as a result of such termination. In the event the Engineer's compensation under this Agreement is a fixed fee, upon such termination the amount payable to the Engineer for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by the Engineer, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

Reuse of Documents. All documents, including but not limited to drawings and specifications, prepared by the Engineer pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by the Engineer for specific purposes intended will be at the Client's sole risk and without liability or legal exposure to the Engineer. The Client releases the Engineer harmless from all claims that the Client may have against the Engineer and arising out of any unauthorized reuse.

McKim & Creed, Inc.
Engineering Division
General Conditions
(01/2011-1)

Limitation of Liability. In performing its professional services hereunder, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder. THE CLIENT UNDERSTANDS AND AGREES THAT THE ENGINEER HAS NOT MADE AND IS NOT MAKING ANY PROMISE, WARRANTY OR REPRESENTATION EXCEPT THE WARRANTIES EXPRESSLY MADE HEREIN, AND THE ENGINEER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. Under no circumstances shall the Engineer be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications. The Engineer shall not be liable for ~~errors in judgment or~~ for any loss or damage, which occurs for any reason beyond the control of the Engineer. ~~No action may be instituted hereunder more than one year after the cause of action accrued or should have been discovered by reasonable diligence.~~ The provisions of this paragraph shall survive the termination of this Agreement.

Controlling Law. This Agreement is to be governed by the law of the State of North Carolina. ~~The parties agree that any suit or action related to this Agreement shall be instituted and prosecuted in the courts of the County of Wake, State of North Carolina, and each party waives any right or defense relating to such jurisdiction or venue.~~

Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and permitted assigns.

Merger; Amendment. This Agreement constitutes the entire agreement between the Engineer and the Client with respect to its subject matter, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Engineer and the Client.

Ownership Of Instruments Of Service. All reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by the Engineer as instruments of service shall become the property of the Owner. The Owner shall retain all common law, statutory and other reserved rights, including the copyright thereto. If the Owner uses any reports, plans, specification, field data, notes or other documents ("documents") for any project other than the specific project for which the documents were intended, then Owner waives any claims for damages related to these other projects.

Photographs. Photographs of any completed project embodying the services of the Engineer provided hereunder may be made by the Engineer and shall be considered as its property, and may be used by it for publication.

Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement, including but not limited to fees that are due or fees that may be due, without the prior written consent of the other party.

Archiving of Project Documentation. Engineer shall maintain copies of printed project documentation for a period of three years from substantial completion of Engineer's services. Engineer shall maintain copies of all electronic media related to the project for a period of one year from substantial completion of Engineer's services. Requests for reproduction of project documentation after these periods have expired will be considered additional services and will be invoiced at the Engineer's prevailing hourly rates at the time of the request, plus expenses.

Betterment. If, due to the Engineer's error, any required item or component of the project is omitted from the Engineer's construction documents, the Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Engineer be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

Electronic Files. Because data stored on electronic media can deteriorate undetected or be modified without the Engineer's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of any electronic media delivered to the Client after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, Client will release, indemnify and save harmless the Engineer from any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Engineer agrees that it is responsible only for the printed and sealed drawings and documents, and if there is a conflict between these printed documents and the electronic media, the sealed documents will govern. Engineer makes no warranties, express or implied, under this agreement or otherwise, in connection with the Engineer's delivery of electronic files.

Certifications, Guarantees and Warranties. The Engineer shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Engineer's having to certify, guarantee or warrant the existence of conditions which the Engineer cannot ascertain. The Client also agrees that it has no right to make the resolution of any dispute with the Engineer or the payment of any amounts due to the Engineer in any way contingent upon the Engineer's signing any such certification.

Corporate Protection. It is intended by the parties to this Agreement that the Engineer's services in connection with the project shall not subject the Engineer's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Engineer, a North Carolina corporation, and not against any of the Engineer's employees, shareholders, officers or directors.

Job-Site Safety. Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory

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agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job-site safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. ~~The Client also agrees that the Client, the Engineer and the Engineer's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.~~ The Client, upon written request of the Engineer, agrees to use its best efforts to add the Engineer as an additional insured on the contractor's general liability and auto liability policies.

Scope of Services. Services not set forth as Basic Services or Additional Services and listed in this Agreement are excluded from the scope of the Engineer's services and the Engineer assumes no responsibility to perform such services.

Severability And Survival. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Engineer shall survive the completion of the services hereunder and the termination of this Agreement.

Shop Drawing Review. If included in the scope of services to be provided, the Engineer shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Engineer, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of the Engineer in writing by the Contractor and approved by the Engineer. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Specification Of Materials. The Client understands and agrees that products or building materials, which are permissible under current building codes or ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous characteristics. The Client agrees that if the Client directs the Engineer to specify any product or material, after the Engineer has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Engineer. ~~The Client further agrees that if any product or material specified for this project by the Engineer shall, at any future date be suspected or discovered to be a health or safety hazard, the Client hereby releases the Engineer from any and all~~

~~liabilities and waives all claims against the Engineer relating thereto.~~

Standard Of Care. Services provided by the Engineer under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area.

Suspension Of Services. If the project is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to such suspension and, upon resumption of services, the Engineer shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client.

Unauthorized Changes To Documents. In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications, construction documents or electronic media, and these changes are not approved in writing by the Engineer, the Client recognizes that such changes and the results thereof are not the responsibility of the Engineer. Therefore, the Client releases the Engineer from any liability arising from the construction, use or result of such changes. ~~In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes.~~

Compensation for Additional Services. The undertaking of the Engineer to perform professional services under this Agreement extends only to those services specifically described herein. If upon the request of the Client, the Engineer agrees to perform additional services hereunder, the Client and the Engineer shall negotiate and agree upon an additional fee to be paid to the Engineer for completion of the agreed upon Additional Services. The Engineer will be under no obligation to begin or complete requested Additional Services until the additional fee has been negotiated and agreed upon in writing by the Client and the Engineer.

Hourly Billing Rates. All services to be billed on an hourly basis under this agreement will be billed using the Engineer's prevailing billing rate schedule at the time services are provided. If a specific rate schedule is to be used for this Agreement, it shall expire no later than one year from the date of this Agreement and will be replaced with the prevailing rate schedule in effect at that time.

Priority Over Form Agreements. The parties agree that the provisions of this Agreement shall control and govern over any Work Orders, Purchase Orders or other documents, which the Client may issue to Engineer in regard to the project(s) which is (are) the subject of this Agreement. The Client may issue such documents to Engineer for its convenience for accounting or other purposes, but any such Orders will not alter the terms of this Agreement, regardless of any contrary language appearing therein.

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Paragraph Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Third Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity other than the parties to this Agreement and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any of its provisions.

Default. The Client shall be in default under this Agreement if (i) it fails to pay in full any invoice from the Engineer on the due date or fails to make any other payment due to the Engineer under this Agreement, (ii) it fails to observe or perform any other term, condition or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspended, (v) any voluntary or involuntary bankruptcy, reorganization, insolvency, receivership, or other similar proceeding is commenced by or against the Client, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.

Design Without Construction Phase Services. If the services to be provided by Engineer hereunder do not include construction observation and/or construction administration services, or if such services are included in Engineers contracted services and Client later decides to perform these services itself or decides to retain other consultants or individuals to perform these services, Engineer assumes no responsibility for interpretations of the Engineer's services or for any construction observation, construction administration and/or supervision performed by Client or other parties and Client waives any and all claims against Engineer for any losses, claims, costs or damages of any kind whatsoever that may be in any way connected thereto.

~~In addition Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any loss, claim, damage or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of construction observation, construction administration and/or supervision by Client, its employees, agents or consultants, and including any and all claims arising from the modification or adjustment of, or any clarifications or interpretations of, the Engineer's Work by others.~~

~~Unless, in the Engineer's sole opinion, appropriate levels of construction observation and construction administration services are contracted for and performed by Engineer, Engineer will not be responsible to provide any engineering or other certifications related to the construction or installation of any improvements.~~

Reliance on Data Provided by Others. Engineer shall be entitled to reasonably rely on the accuracy of information provided to it by Client or any of Client's other consultants or sub-consultants. Engineer shall not be responsible to extensively review the information provided to insure the accuracy thereof. Client agrees to not hold Engineer responsible for errors or omissions in Engineer's work that are directly attributable to errors or incorrect data provided to Engineer by Client or Client's other consultants. Client further acknowledges that any redesign or corrective efforts required by Engineer resulting from incorrect information provided by Client or Client's other consultants will be paid for by the Client as additional services.

Credit and Financial Obligations. Prior to commencement of the work, Engineer may require that Client provide reasonable credit information and other documentation to confirm that the Client has made financial arrangements to fulfill the Client's payment obligations under this Agreement. Engineer may also require such information at any time during the performance of Engineer's services should the Client fail to make payments per this Agreement, a change in the scope materially changes the contract sum, or Engineer identifies in writing a reasonable concern regarding the Client's ability to make payment when payment is due. The Client may be required to furnish this information prior to further commencement or continuation of services by Engineer and Engineer shall not be responsible for the cost of any delay occurring as a result of such a request.

Markup on Expenses. Unless specified otherwise in our proposal, all sub consultant costs and other project related costs incurred by Engineer will be billed with a 15% markup. Company vehicle mileage and internal reproduction costs will be billed at the Engineer's prevailing rate for those items. Personal vehicle mileage costs incurred on the project by employees of Engineer will be billed at the prevailing IRS mileage rate in effect at the time of travel.

SUE Technical Standards. Quality Level A information obtained by direct exposure of the existing utilities can greatly increase the level of confidence with respect to the location of underground utilities at a particular jobsite. Utility exposure (Quality Level A) permits three-dimensional measurements to be taken on utilities for accurate location at each test hole. The overall level of confidence with respect to the location of site utilities can be raised by increasing the number of test holes examined; however, Engineer provides no guarantee of the location of utilities on the site other than at the locations where test holes have been established.

Quality Level B services include the horizontal, above ground detection, marking and mapping of underground utilities. Geophysical prospecting methods are used to indicate the presence and surface position of buried utilities. Utilities are identified and marked in the field in order to be surveyed and mapped. Quality Level B information should not be used for construction purposes, or where exact horizontal and vertical measurements are required.

The accuracy of Quality Level B designating information and depth of cover readings obtained by utilizing Geophysical and Ground Penetrating Radar equipment and techniques are subject to field and soil conditions beyond our control. Engineer will make reasonable efforts to provide comprehensive and correct positional utility marks to the limits obtainable by the instrumentation used and the existing ground conditions; however, Engineer provides no guarantee that all existing utilities on a particular site will be properly located using these methods.

Utilizing Engineer's SUE services does not relieve any party from their obligation to contact the utility damage prevention system before digging begins. Utility marks placed on the ground by Engineer are not to be used for construction purposes.

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INSURANCE. Engineer shall take out and maintain during the life of this Contract the following insurance:

- a. Statutory Workers Compensation insurance;
- b. Comprehensive General Liability insurance in an amount of \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate;
- c. Automobile Insurance in an amount of \$1,000,000.00

Client shall be named as an additional insured on the Comprehensive General Liability and Automobile insurance policies. Prior to commencing work, Engineer shall provide evidence that the required insurance is in place. Each policy shall provide that Client shall receive not less than thirty days prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies.

AGENDA ITEM

To: CHAIRMAN DEVANE AND BOARD MEMBERS

From: TIM H. HOLLOMAN, EXECUTIVE DIRECTOR

Date: February 10, 2025

Re: Executive Director's Report

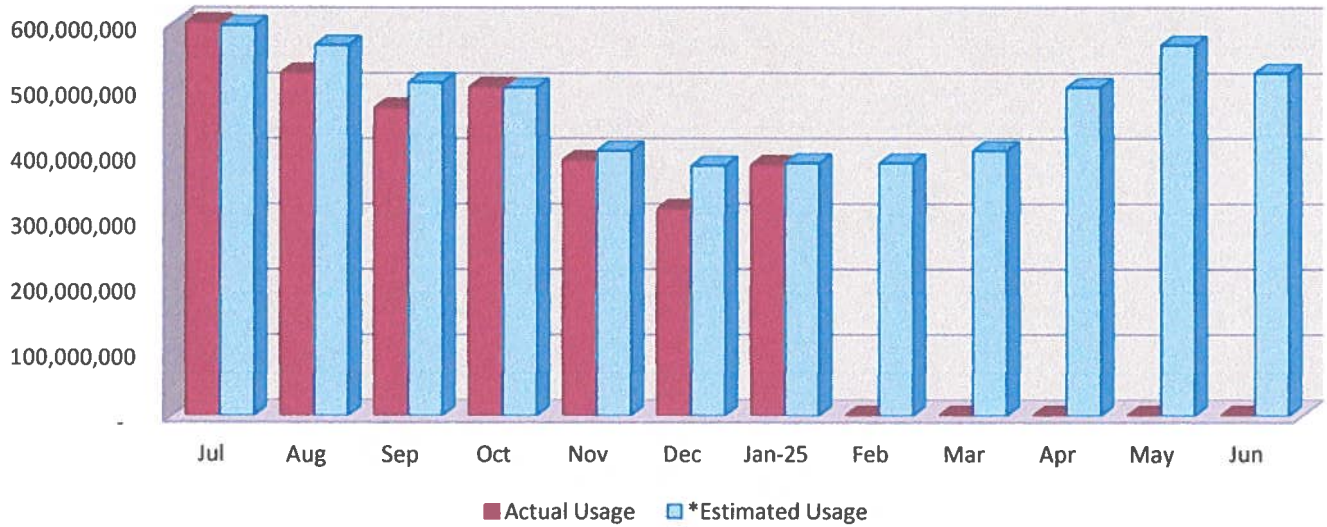
EDR1 - Comments on Customers' Water Usage and Raw Water Revenue for Fiscal Year to Date Ending January 31, 2025

EDR2 - Operating Budget Status, Ending December 31, 2025

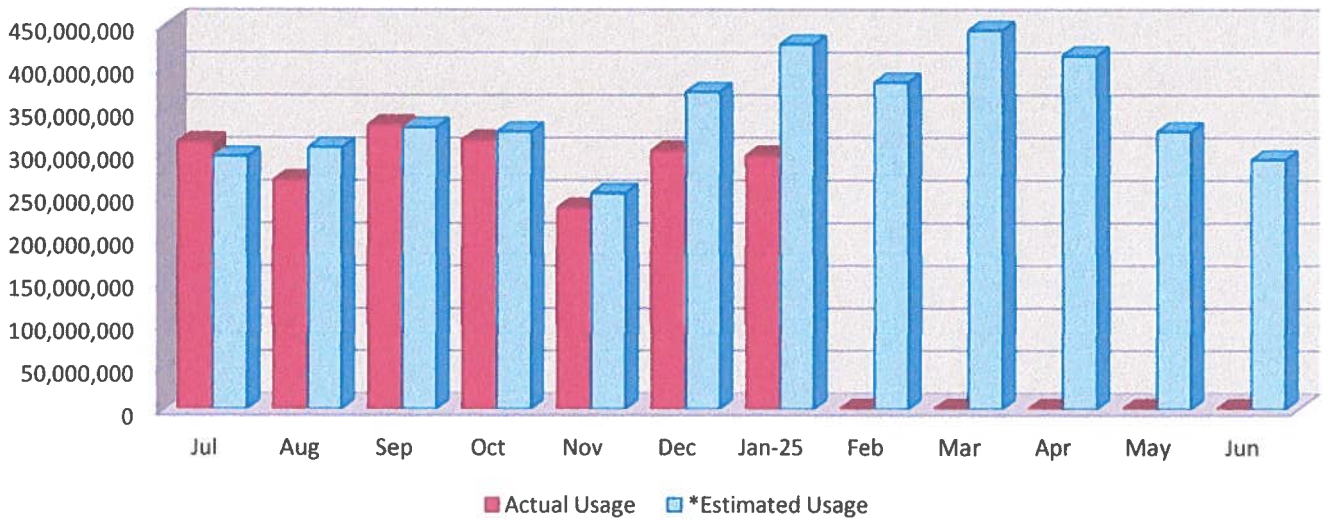
EDR3 - Summary of Activities

Action Requested: For information purposes.

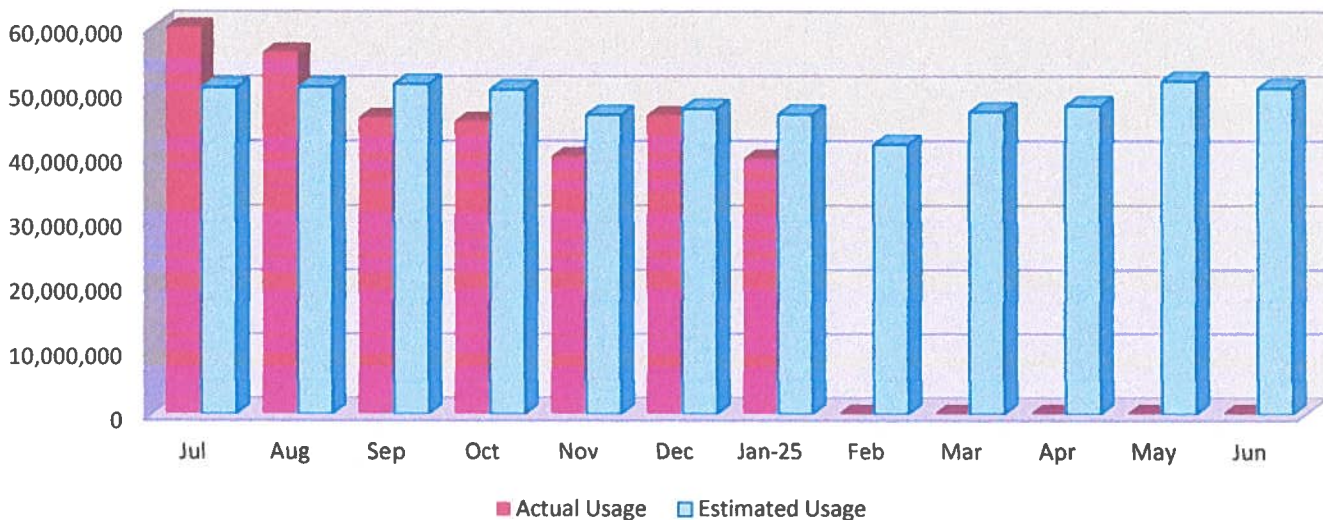
Brunswick County Water Usage FY 24-25



CFPUA Water Usage FY 24-25



Pender County Water Usage FY 24-25



LOWER CAPE FEAR WATER AND SEWER AUTHORITY
FISCAL YEAR 2024-2025 BUDGET

ACCOUNT NO.	REVENUES	FY 2024-2025 APPROVED BUDGET	FY 2024-2025 AMENDED BUDGET	July 1 - December 31, 2024 ACTUAL		FY 24-25 TOTAL COMBINED BUDGET	% of Amended Budget As of 12/31/2024
				KINGS BLUFF	BLADEN BLUFFS		
	OPERATING						
3001-01	Brunswick County	\$ 2,522,662	\$ 2,522,662	\$ 1,233,171	\$ -	\$ 1,233,171	49%
3002-01	Cape Fear Public Utility Authority	\$ 1,835,996	\$ 1,835,996	\$ 778,289	\$ -	\$ 778,289	42%
3003-03	Pender County	\$ 256,344	\$ 256,344	\$ 129,423	\$ -	\$ 129,423	50%
3004-01	Stepan/Invista	\$ 176,000	\$ 176,000	\$ 90,548	\$ -	\$ 90,548	51%
3005-01	Praxair, Inc	\$ 35,200	\$ 35,200	\$ 12,625	\$ -	\$ 12,625	36%
3006-01	Bladen Bluffs Reimbursement for Plant Operation Costs	\$ 5,570,183	\$ 5,570,183	\$ -	\$ 2,674,106	\$ 2,674,106	48%
3006-02	Bladen Bluffs Administrative Reimbursement	\$ 119,988	\$ 119,988	\$ -	\$ 83,594	\$ 83,594	70%
3007-01	Sales Tax Refund	\$ 115,234	\$ 115,234	\$ -	\$ -	\$ -	0%
	Subtotal	\$ 10,631,607	\$ 10,631,607	\$ 2,244,056	\$ 2,757,700	\$ 5,001,756	47%
	Non-Operating						
3105-01	Interest	\$ 78,878	\$ 154,188	\$ 95,142	\$ -	\$ 73,773	48%
3120-01	Other Revenue (Insurance Proceeds/Refunds/FEMA)	\$ -	\$ -	\$ -	\$ -	\$ -	0%
3125-01	Federal Tax Subsidy	\$ -	\$ -	\$ -	\$ -	\$ -	0%
3156-00	Rental House Income	\$ -	\$ -	\$ -	\$ -	\$ -	0%
3170-01	Transfer In	\$ -	\$ -	\$ -	\$ -	\$ -	0%
3900-01	Renewal and Replacement Fund Appropriated	\$ 104,534	\$ 104,534	\$ -	\$ -	\$ -	0%
3900-02	SRF/ARPA	\$ 20,000,000	\$ 20,000,000	\$ 8,338,087	\$ -	\$ 8,338,087	42%
2900-00	Fund Balance Appropriated	\$ -	\$ -	\$ -	\$ -	\$ -	0%
	Subtotal	\$ 20,183,412	\$ 20,258,722	\$ 8,433,229	\$ -	\$ 8,411,861	42%
	TOTAL REVENUES	\$ 30,815,019	\$ 30,890,329	\$ 10,677,285	\$ 2,757,700	\$ 13,413,617	43%

LOWER CAPE FEAR WATER AND SEWER AUTHORITY
FISCAL YEAR 2024-2025 BUDGET

ACCOUNT NO.	EXPENDITURES	FY 2024-2025 APPROVED BUDGET	FY 2024-2025 AMENDED BUDGET	July 1 - December 31, 2024 ACTUAL		FY 24-25 TOTAL COMBINED BUDGET	% of Amended Budget As of 12/31/2024
				KINGS BLUFF	BLADEN BLUFFS		
	Administration						
4001-01	Salaries	\$ 222,026	\$ 222,026	\$ 83,893	\$ 27,753	\$ 111,646	50%
4010-01	Per Diem and Mileage Board Members	\$ 64,476	\$ 64,476	\$ 19,345	\$ 8,059	\$ 27,405	43%
4012-01	Vehicle Allowance	\$ 5,200	\$ 5,200	\$ 1,950	\$ 650	\$ 2,600	50%
4019-01, 4024-01	FICA Taxes	\$ 22,534	\$ 22,534	\$ 7,885	\$ 2,817	\$ 10,701	47%
4029-01	Retirement	\$ 30,196	\$ 30,196	\$ 11,124	\$ 3,774	\$ 14,899	49%
4035-01	401K Plan	\$ 12,422	\$ 12,422	\$ 4,658	\$ 1,553	\$ 6,211	50%
4036-01	Miscellaneous Payroll Processing Expenses	\$ 2,900	\$ 2,900	\$ 1,283	\$ -	\$ 1,283	44%
4038-01	Group Insurance	\$ 42,586	\$ 42,586	\$ 14,866	\$ 5,323	\$ 20,189	47%
4039-01	Property and Liability Insurance	\$ 156,000	\$ 156,000	\$ 44,938	\$ 19,500	\$ 64,438	41%
4046-00	Professional Services General	\$ 15,000	\$ 15,000	\$ 1,644	\$ -	\$ 1,644	11%
4046-01	Attorney	\$ 50,000	\$ 50,000	\$ 24,273	\$ -	\$ 24,273	49%
4047-01	Auditor	\$ 8,000	\$ 10,500	\$ 3,200	\$ 2,800	\$ 6,000	57%
4048-01	Engineer	\$ 175,000	\$ 157,500	\$ 12,453	\$ -	\$ 12,453	8%
4049-01	Information Technology	\$ 25,000	\$ 25,000	\$ 4,542	\$ -	\$ 4,542	18%
4050-01	Financial Advisor	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	0%
4055-01	Office Maintenance/Repair/Common Charge	\$ 40,000	\$ 40,000	\$ 17,822	\$ -	\$ 17,822	45%
4058-01	Office Utilities	\$ 3,500	\$ 3,500	\$ 1,463	\$ -	\$ 1,463	42%
4059-01	Office Expenses (telephone, Printing, Adv)	\$ 15,000	\$ 15,000	\$ 4,124	\$ -	\$ 4,124	27%
4062-01	Office Equipment	\$ 35,000	\$ 35,000	\$ 20,962	\$ -	\$ 20,962	60%
4064-01	Printing and Advertising	\$ 8,000	\$ 14,500	\$ 7,182	\$ -	\$ 7,182	50%
4065-01	Telephone and Internet	\$ 3,500	\$ 5,000	\$ 2,851	\$ -	\$ 2,851	57%
4070-01	Travel and Training	\$ 29,000	\$ 29,000	\$ 13,507	\$ -	\$ 13,507	47%
4070-20	Phone Allowance	\$ 520	\$ 520	\$ 195	\$ 65	\$ 260	50%
4075-01	Vehicle Expense	\$ -	\$ -	\$ -	\$ -	\$ -	0%
4080-01	Miscellaneous Expense	\$ 20,000	\$ 17,000	\$ 8,963	\$ -	\$ 8,963	53%
4081-01	Dues & Subscription	\$ -	\$ 10,000	\$ 4,987	\$ -	\$ 4,987	50%
	Subtotal	\$ 995,860	\$ 995,860	\$ 318,110	\$ 72,295	\$ 390,405	39%

LOWER CAPE FEAR WATER AND SEWER AUTHORITY
FISCAL YEAR 2024-2025 BUDGET

ACCOUNT NO.	EXPENDITURES	FY 2024-2025 APPROVED BUDGET	FY 2024-2025 AMENDED BUDGET	July 1 - December 31, 2024 ACTUAL		FY 24-25 TOTAL COMBINED BUDGET	% of Amended Budget As of 12/31/2024
				KINGS BLUFF	BLADEN BLUFFS		
	Operating						
4501-01	Sales Tax Expense	\$ 105,000	\$ 105,000	\$ -	\$ 47,068	\$ 47,068	45%
4510-01	Bladen Bluffs O & M	\$ 3,821,385	\$ 3,821,385	\$ -	\$ 1,089,877	\$ 1,089,877	29%
4515-01	Bladen Bluffs Hurricane Florence	\$ -	\$ -	\$ -	\$ -	\$ -	0%
4520-01	Utilities/Energy Kings Bluff	\$ 775,363	\$ 775,363	\$ 363,069	\$ -	\$ 363,069	47%
4530-01	Contract O & M Kings Bluff	\$ 736,811	\$ 736,811	\$ 319,647	\$ -	\$ 319,647	43%
4537-01	O&M Kings Booster Pump Bluff Pump Station	\$ -	\$ -	\$ -	\$ -	\$ -	0%
4541-01	Combined Enterprise Funded Series 2010 Principal	\$ -	\$ -	\$ -	\$ -	\$ -	0%
4542-01	Combined Enterprise Funded Series 2010 Interest	\$ -	\$ -	\$ -	\$ -	\$ -	0%
4543-01	Combined Enterprise System Ref Series 2012 Principal	\$ -	\$ -	\$ -	\$ -	\$ -	0%
4544-01	Combined Enterprise System Ref Series 2012 Interest	\$ -	\$ -	\$ -	\$ -	\$ -	0%
4545-01	Bladen Bluffs Debt Service Principal	\$ 1,035,000	\$ 1,035,000	\$ 1,035,000	\$ -	\$ 1,035,000	100%
4546-01	Bladen Bluffs Debt Service Interest	\$ 500,000	\$ 500,000	\$ -	\$ 273,254	\$ 273,254	55%
	Operating Capital Expense	\$ 2,685,000	\$ 2,760,310	\$ -	\$ 339,657	\$ 339,657	12%
4998-05	Transfer to R&R - Kings Bluff R&R Expense	\$ 160,600	\$ 160,600	\$ -	\$ -	\$ -	0%
	Transfer to R&R - Industrial	\$ -	\$ -	\$ -	\$ -	\$ -	0%
4998-06	Transfer to Enterprise Fund	\$ -	\$ -	\$ -	\$ -	\$ -	0%
2041-01	421 Relocation New Hanover County Loan Principal	\$ -	\$ -	\$ -	\$ -	\$ -	0%
5180-00	SRF/7 mile parallel line expenditures	\$ 20,000,000	\$ 20,000,000	\$ 4,085,846	\$ -	\$ 4,085,846	20%
	Subtotal	\$ 29,819,159	\$ 29,894,469	\$ 5,803,562	\$ 1,749,856	\$ 7,553,418	25%
	TOTAL EXPENDITURES	\$ 30,815,019	\$ 30,890,329	\$ 6,121,672	\$ 1,822,151	\$ 7,943,823	26%

Executive Director Highlighted Activities:

- Regular Monthly meetings with the Design Build Team and Owner's Advisor for the parallel line project.
- Participated in weekly update meetings on the 10-mile parallel line.
- Kings Bluff Planning meeting review
- LCFWASA Master Plan Document review with McKim & Creed
- LCFWASA Master Plan Document review Partner
- Design Build Contract Discussion
- KB Phase 3 Easement Discussion
- Met with Cloudwyze about Computer Solutions
- Set up meeting with Directors
- Met with Authority Directors
- Danielle Sent our Water Projection Requests for FY 25-26
- Began Budget Work
- Completed Review of Salary Study for Personnel Committee

AGENDA
Lower Cape Fear Water & Sewer Authority
1107 New Pointe Boulevard, Suite # 17, Leland, North Carolina
10:00 a.m. – Long Range Planning Committee Meeting
February 10, 2025

MEETING CALL TO ORDER: Chairman DeVane

PRESENTATION: PowerPoint with 25 Year Master Plan Review (Capital Improvement Plan) presented by McKim and Creed

DISCUSSION: Directors' Comments and Questions

ACTION/DIRECTION: Consider recommending to the Board for Approval at the May 12th, 2025, board meeting.

FUTURE MEETINGS: TBD

ADJOURNMENT