

**BOARD OF
COMMISSIONERS
REGULAR MEETING
NOVEMBER 20, 2023
5:00 PM**



**R. Jay Foster Hall of
Justice - Womack
Building**

-
1. Call to Order - Chairman Melton.
 2. Invocation - Commissioner Beiler.
 3. Pledge of Allegiance - Vice-Chairman Yoder.
 4. Approval of Agenda
 - A. Items may be added or removed at this time.

Motion to approve the agenda as presented or amended.
 5. Consent Agenda - Motion to approve the Consent Agenda.
 - A. Approval of November 6, 2023 Regular Meeting Minutes.
 - B. Schedule a public hearing for proposed new road names to be considered on Monday, December 4, 2023 at 3:00 pm in the R. Jay Foster Hall of Justice.
 - C. Sheriffs Department Monthly Activity Report for October 2023.
 - D. Tax Refund Request in the amount of \$367.71.

Motion to approve the Consent Agenda.
 6. Citizen Comments on Agenda Items.
 7. PCHS Lady Volleyball Team, State 1A Champions - Aaron Greene, Polk County Schools Superintendent.
 8. U.S. Congressman Chuck Edwards.
 9. Polk County Schools - Brandon Schweitzer, Ed. D., Director of Operations.
 - A. Needs-Based Public School Capital Fund (NBPSCF) NC Education Lottery Requests - Pay application #5 on the Tryon Elementary PreK Addition Project.

Motion to approve the Distribution Request.

 - B. Request to transfer \$151,587 from the County's Capital Reserve Account to reimburse Polk County Schools for Capital Expenses.

Motion to approve the budget amendment in the amount of \$151,587.

10. Vaya Health Medicaid Transformation Update - Angela L Garner Community Relations Regional Director Vaya Health.
11. E911 Renovation Project Update and Construction Manager At Risk (CMAR) Contract approval with Harper Construction (A copy of the contract is available in the County Managers office.) - James R. Stumbo, President Stewart - Cooper - Newell Architects.
Motion to approve the contract.
12. Turner Shoals Dam Update and GEI Agreement - Dave Odom, Odom Engineering PLLC.
Motion to approve the agreement with GEI Consultants of North Carolina, P.C. (GEI) to provide engineering services for the Turner Shoals Dam not to exceed \$120,000.

Motion to approve the agreement with GEI to provide field engineering and Quality Control Inspection Program (QCIP) support for the Turner Shoals Dam Modification project for \$400,000.
13. County Employee Compensatory Time Discussion - Manager Pittman.
Motion to approve.
14. Citizen Comments on Non-Agenda Items.
15. Commissioner Comment(s)
16. Adjournment

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

November 20, 2023 Regular Meeting

Agenda Item#: A.

ATTACHMENTS:

Description	Type	Upload Date
Draft Meeting Minutes	Cover Memo	11/16/2023

POLK COUNTY BOARD OF COMMISSIONERS
Regular Meeting
November 6, 2023 - 5:00 PM
R. Jay Foster Hall of Justice - Womack Building
Columbus, NC
MINUTES

PRESENT: Chairman Melton, Vice-Chairman Yoder, Commissioner Beiler, Commissioner Moore and Commissioner Overholt. Also in attendance were Manager Pittman, Attorney Berg, Clerk to the Board Kristy Tipton, media, and citizens.

1. Call to Order - Chairman Melton.

2. Invocation - Chairman Melton.

At the request of Chairman Melton, Pastor Timothy Fortune gave the Invocation.

3. Pledge of Allegiance - Special Ceremony in Honor of Veterans Day.

Joyce Preston, along with several local veterans from the VFW led the pledge, followed by the singing of the national anthem by PCHS 10th grader Akeela Cunningham, ending with a flag folding ceremony.

Vice Chairman Yoder reminded everyone that Operation Green Light begins today and encouraged the public to participate.

4. Approval of Agenda

A. Items may be added or removed at this time.

Commissioner Moore moved to approve the agenda as presented, seconded by Vice-Chairman Yoder and the motion carried unanimously.

5. Consent Agenda - Motion to approve Consent Agenda.

A. Approval of October 16, 2023 Public Hearing and Regular Meeting Minutes.

B. Budget Amendment in the amount of \$26,400 to appropriate fund balance and contingency transfer for Dogwood Trust grant funds received last year, that were not invoiced until this year. (Final invoice for WAVE project in courthouse.)

C. Tax Refund Request for September and October in the amount of \$528.08.

D. Vaya Health Quarterly Financial Reports for the period ending September 30, 2023.

Commissioner Beiler moved to approve the consent agenda, seconded by Commissioner Moore and the motion carried unanimously.

6. Citizen Comments on Agenda Items.

There were none.

7. YMCA Capital Campaign Update - Rick Kiernan, Convergent Nonprofit Solutions.

Rick Kiernan gave a presentation on the progress of the capital campaign a copy of which is hereby incorporated into these minutes as reference.

8. Polk County Recruitment and Retention Resolution Extension - Manager Pittman.

Manager Pittman presented the resolution and said the public safety sector is seeing continued staffing shortages in both the Sheriff's Department and EMS. He recommended extending the Recruitment and Retention Resolution through the fiscal year.

Commissioner Moore moved to approve the resolution extension as presented, seconded by Commissioner Beiler and the motion carried unanimously.

9. Board of Commissioners' Regular Meeting Schedule for January 2024 through June 2024 and Resolution - Manager Pittman.

Commissioner Moore moved to approve the meeting schedule and resolution as presented, seconded by Commissioner Overholt and the motion carried unanimously.

10. Citizen Comments on Non-Agenda Items.

There were none.

11. Commissioner Comment(s)

The Commissioners each thanked those in attendance, all veterans and their families, and congratulated the PCHS Volleyball team on winning the State 1A Championship.

12. Adjournment

Vice-Chairman Yoder moved to adjourn, seconded by Commissioner Overholt and the motion carried unanimously.

Attest:

POLK COUNTY BOARD OF
COMMISSIONERS

Kristy A Tipton
Clerk to the Board

Tommy W. Melton
Chairman

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

November 20, 2023 Regular Meeting

Agenda Item#: C.

ATTACHMENTS:

Description	Type	Upload Date
Activity Report	Cover Memo	11/15/2023



Activity Report - October 2023

<i>CALLS FOR SERVICE</i>				
Alarms (Residential/Commercial)	16		Fraud/Forgery Report	9
Animal Complaint/Livestock	118		Harassment/Stalking	4
Assault/Abuse	4		Intoxicated Person Report/Driver	2
Assist FD/EMS/Rescue	20		Involuntary Commitment/Mental Subject	8
Assist Law Enforcement Agency	33		Juvenile Complaint	7
Assist Motorist/Public	35		Larceny Report	13
Assist Other/Outside Agency	7		911 Follow Up/Hang up	23
Breaking & Entering	9		Property Damage	2
Citizen Contact/Call by Phone	60		Property (Recovered/Found/Abandoned)	2
Civil Related/Custody Dispute	11		Shots Fired (Report/Complaint)	5
Communicating Threats	5		Special Activity/Event	13
DOA	1		Stolen Vehicle	2
Disturbance (Fight/Noise/Dispute)	1		Suspicious Activity (Person/Vehicle)	114
Domestic Related	14		Traffic Control/C&R Driver	84
Drug Related	1		Trespassing	4
Escort (Funeral/Public)	4		Warrant/Process Service/Search Warrant	94
Follow-Up Investigation	25		Welfare Check	28

<i>ANIMAL CONTROL</i>	
Animals Picked up <i>*see notes below</i>	44
Bite Report	4
*36 Dogs, 7 Cats, 1 Raccoon	

<i>LOBBY</i>	
Fingerprinting	28
Telephone Calls	430
In Person	550

<i>ARRESTS</i>	
Misdemeanor	19
Felony	34

<i>OTHER</i>	
Weapons Seized	14
Traffic Stops	300
Citations Issued	90
Charges by Citation	114
Checkpoint	7

<i>CIVIL</i>	
Civil Summons & Complaint	5
Domestic Protection Order	2
Order to Appear & Show Cause	0
Order to Appear/Show Cause-Child Support	4
Other	7
<i>TOTAL</i>	18

<i>SECURITY CHECKS</i>	
Residence	114
Business	1005
Church	210
School	79
<i>TOTAL</i>	1408

<i>DETENTION CENTER</i>	
Inmates Admitted	96

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

November 20, 2023 Regular Meeting

Agenda Item#: D.

ATTACHMENTS:

Description	Type	Upload Date
Tax Refund Request	Cover Memo	11/14/2023

Suggested Motion:

Motion to approve the Consent Agenda.

Memorandum

To: Polk County Board of Commissioners

From: Melissa O'Loughlin, Polk County Tax Administrator

Date: 11/14/2023

Re: Refund Request

<u>Taxpayer</u>	<u>Parcel</u>	<u>Amount</u>	<u>Reason</u>
Fletcher Donald	Vehicle	\$ 131.70	Tag Turned In- Tag Surrender
Gordon Gina Brenette	Vehicle	\$ 236.01	Incorrect County

TOTAL: \$ 367.71

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

November 20, 2023 Regular Meeting

Agenda Item#: 9.

ATTACHMENTS:

Description	Type	Upload Date
Distribution Request	Cover Memo	11/14/2023
Transfer Request	Cover Memo	11/14/2023
Budget Amendment	Cover Memo	11/16/2023

**DISTRIBUTION REQUEST
NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**
Date of Request: 11/9/23

DPI USE ONLY
Approved:
Date:

County: Polk
Address: 40 Courthouse St., PO Box 308 Columbus, NC 28722
LEA: Polk County Schools (750)
Address: 125 East Mills St., Columbus, NC 28722

Contact Person: Brandon Schweitzer
Title: Director of Operations
Phone: 828-894-1023
Email: bschweitzer@polkschools.org

Project Title: Tryon Elementary PreK Expansion
Project Address: 100 School Pl., Tryon, NC 28782

The Needs-Based Public School Capital Fund is governed by Article 38B of GS 115C-546. The purpose of the NBPSCF is to assist counties with their critical public school building capital needs. Grant funds may be used for construction of new public school buildings, as well as additions, repairs, and renovations to existing public school buildings. Grant funds cannot be used for real property acquisition, or for capital improvements to administrative buildings. Grant funds may be utilized for a lease agreement per GS 115C-546.13. **Do Not use this Distribution Request Form for lease payments.**

Total Project Costs (per signed agreement)	State Grant		Local Match		Total
Planning / Design	\$	+	\$	=	\$
Construction	\$ 1,300,000.00	+	\$ 65,000.00	=	\$ 1,365,000.00
Other	\$	+	\$	=	\$
Total	\$ 1,300,000.00	+	\$ 65,000.00	=	\$ 1,365,000.00

Design Firm: Pinnacle Architecture

Date of Design Contract: 10/10/2022

Bid Date (☒ actual ☐ estimated): 4/6/2022

General Contractor: Champion Construction

Date of Construction Contract: 3/14/2023

Construction Start Date (☒ actual ☐ estimated): 5/1/2023

Completion Date (☐ actual ☒ estimated): 1/31/2024

Local Matching Fund Requirement: ☐ 1:1 | ☐ 1:3 ---- or ---- ☐ 0% | ☒ 5% | ☐ 15% | ☐ 25% | ☐ 35%

Source(s) of matching funds: Local Capital Funding

Project Costs (as of date): <u>\$1,651,040</u>	State Grant		Local Match		Total
Planning / Design	\$ 173,572.94	+	\$ 9,135.42	=	\$ 182,708.36
Construction	\$ 207,314.89	+	\$ 18,077.99	=	\$ 225,392.88
Other	\$	+	\$	=	\$
Total	\$ 380,887.83	+	\$ 27,213.14	=	\$ 408,101.24

Grant Funds Requested	All Prior Requests		This Request		Total
Planning / Design	\$ 0	+	\$ 173,572.94	=	\$ 173,572.94
Construction	\$ 207,314.89	+	\$ 151,631.75	=	\$ 358,946.64
Other	\$ 0	+	\$ 0	=	\$
Total	\$ 207,314.89	+	\$ 325,204.69	=	\$ 532,519.58

Supporting Documentation: *At DPI's request, submit documentation to DPI substantiating project expenditures identified here.*

Reporting Requirements

We, the undersigned, agree to submit a report describing the progress of this project, including State and Local amounts expended, as follows: 1) with each distribution request; 2) annually on or before April 1 of each year; and 3) within 90 days following completion of the project (final payment). We certify that the project herein described is within the parameters set forth in Article 38B of GS 115C-546, and that all the required local funding is available and designated as a Local Match for this project. We certify that Local Matching Funds are derived from non-State and non-Federal funds and will be expended along with Needs-Based Grand funds as the project progresses.

(Signature - Rick Corral, County Commissioners)

(Date)

(Signature - Rick Corral, Chair, Board of Education)

10-13-23
(Date)

Polk County Schools



ADMINISTRATION

Aaron Greene
Superintendent

BOARD OF EDUCATION

Mike Ashworth
Chairman

Rick N. Covil
Vice Chairman

Lucinda T. Allen
Danielle E. Gibbs
Judy N. Jackson
Sherry Page
Rob Parsons

Stearns Education Center
PO Box 638
125 East Mills Street
Columbus, NC 28722
828-894-3051
828-894-8153 fax

www.polkschools.org

Sandra Hughes
Finance Officer
Polk County Government

Nov 14, 2023

Dear Mrs. Hughes,

Polk County Schools is requesting the transfer of **\$151,587.00** from the County's Capital Reserve account. The funds will be used to reimburse Polk County Schools for capital expenses paid this year.

Project	Amount to Reimburse Schools
PCES - Playground Surface Remediation	\$14,200.00
PCES - Pre-K Painting/ Wall Repairs	\$20,056.00
PCES - Courtyard Enclosure Security Project	\$22,286.00
PCHS - Waterline Repair	\$14,411.00
PCHS - Covebase Replacement/ Stair Refinish	\$44,236.00
SVE - Main Drive Drainage Repair	\$7,000.00
PCEC - Student Device Refresh (Chromebooks)	\$29,398.00
Total	\$151,587.00

Any questions about this transfer should be directed to Polk County Schools' Finance Officer Debbie Lovelace. Thank you for your consideration of this request and your continued support of our schools.

Sincerely,

Brandon Schweitzer
Director of Operations
Polk County Schools

BUDGET AMENDMENT: CAPITAL RESERVE FUND BALANCE/ADDITON To GF

DATE: 11/20/2023 BOC Meeting

BATCH #:

LINE

Dept.: Capital Reserve-School Sales Tax/Transfer to School Capital

Amendment # : 5-F Fund balance/ Addition #13

INCREASE EXPENSE/REVENUE

GL ACCOUNT #		
22-8168-9800-0	Trans-out	\$ 151,587
	(School Capital)	
10-3981-9822	Trans-in	\$ (151,587)
10-5910-6313-0	Sales tax-School	(151,587)
		<u>(151,587)</u>

INCREASE FUND BALANCE APPROPRIATED

GL ACCOUNT #		
22-3931-0000	Fund Balance Approp	\$ 151,587
		<u>151,587</u>

EXPLANATION: To appropriate Capital Reserve fund balance for the funds that were reserved in prior years from the sales tax set-aside computation & to be transferred to the General Fund School Capital account for reimbursement of capital spending

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

November 20, 2023 Regular Meeting

Agenda Item#: 10.

ATTACHMENTS:

Description	Type	Upload Date
VAYA Health	Cover Memo	11/14/2023



Polk County Board of Commissioners

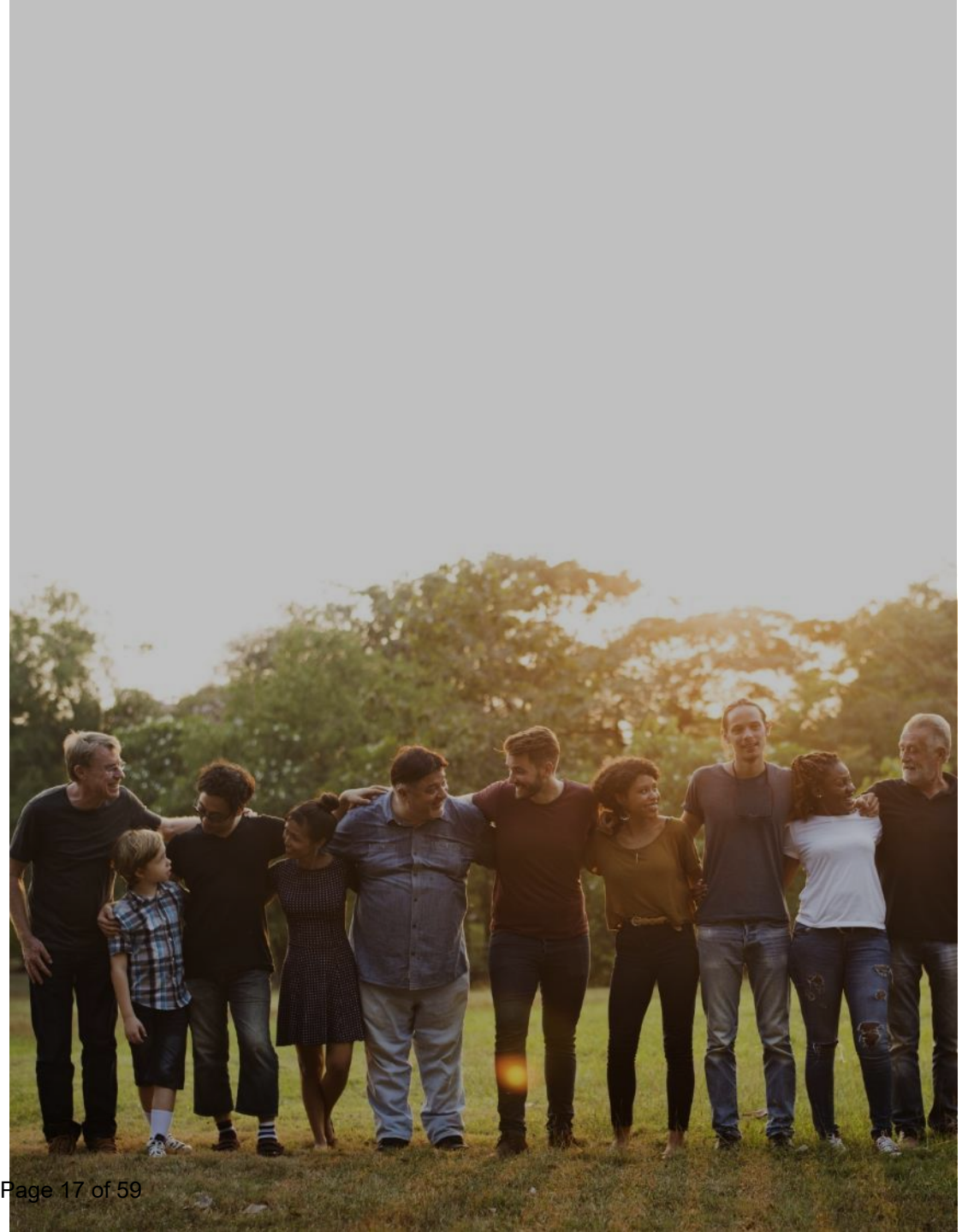
Angie Garner

Community Relations Regional Director

November 20, 2023

Our Mission: Who We Are

- Vaya Health manages publicly-funded mental health, substance use disorder, intellectual/developmental disability, and traumatic brain injury services.
- Our goal is to successfully evolve in the health care system by embracing innovation, adapting to a changing environment and maximizing resources for the long-term benefit of the people and communities we serve.



Who We Are Today

- Vaya is a local political subdivision of the state of North Carolina and a Local Management Entity/Managed Care Organization (LME/MCO) governed by Chapter 122C of the North Carolina General Statutes
- NCGS § 122C-115.4(a): “Local management entities are responsible for the management and oversight of the public system of mental health, developmental disabilities, and substance abuse services at the community level. An LME shall plan, develop, implement, and monitor services within a specified geographic area to ensure expected outcomes for consumers within available resources.”
- Vaya is also a Medicaid Prepaid Inpatient Health Plan (PIHP) as set forth in 42 CFR Part 438, the federal Medicaid Managed Care rules, and currently operates the 1915(b)/(c) combined Medicaid waiver in Vaya’s 31-county region.

What We Are Becoming

- In December 2022, Vaya launched Tailored Care Management (TCM) integrated care that addresses the whole person: physical health, behavioral health, I/DD, TBI, pharmacy, long-term services and supports (LTSS) and unmet health-related resource needs.
- Starting no later than July 2024, Vaya will become a Prepaid Health Plan (PHP) responsible for managing a Behavioral Health I/DD Tailored Plan, an integrated health plan designed for individuals with significant behavioral health and I/DD needs
- As a Tailored Plan, Vaya will also serve other special populations, including Innovations and Traumatic Brain Injury (TBI) waiver enrollees, and waitlist members, and be responsible for managing the state's non-Medicaid behavioral health, I/DD, and TBI services for uninsured and underinsured North Carolinians.

NCDHHS UPDATE

- 2023-2025 General Assembly Budget directed NCDHHS to reduce LME/MCOs to no more than 5 and no fewer than 4. Currently there are 6 LME/MCOs.
- Secretary Kody Kinsley directed the dissolution of Sandhills LME/MCO with Rockingham County being assigned to Vaya Health. Partners and Alliance will each be assigned a County.
- Secretary Kinsley assigned remaining Counties to Eastpointe and directed a consolidation of Eastpoint with Trillium LME/MCO.
- As the Secretary provides more information, Vaya Health will update partners on timing of this process.

NCDHHS UPDATE

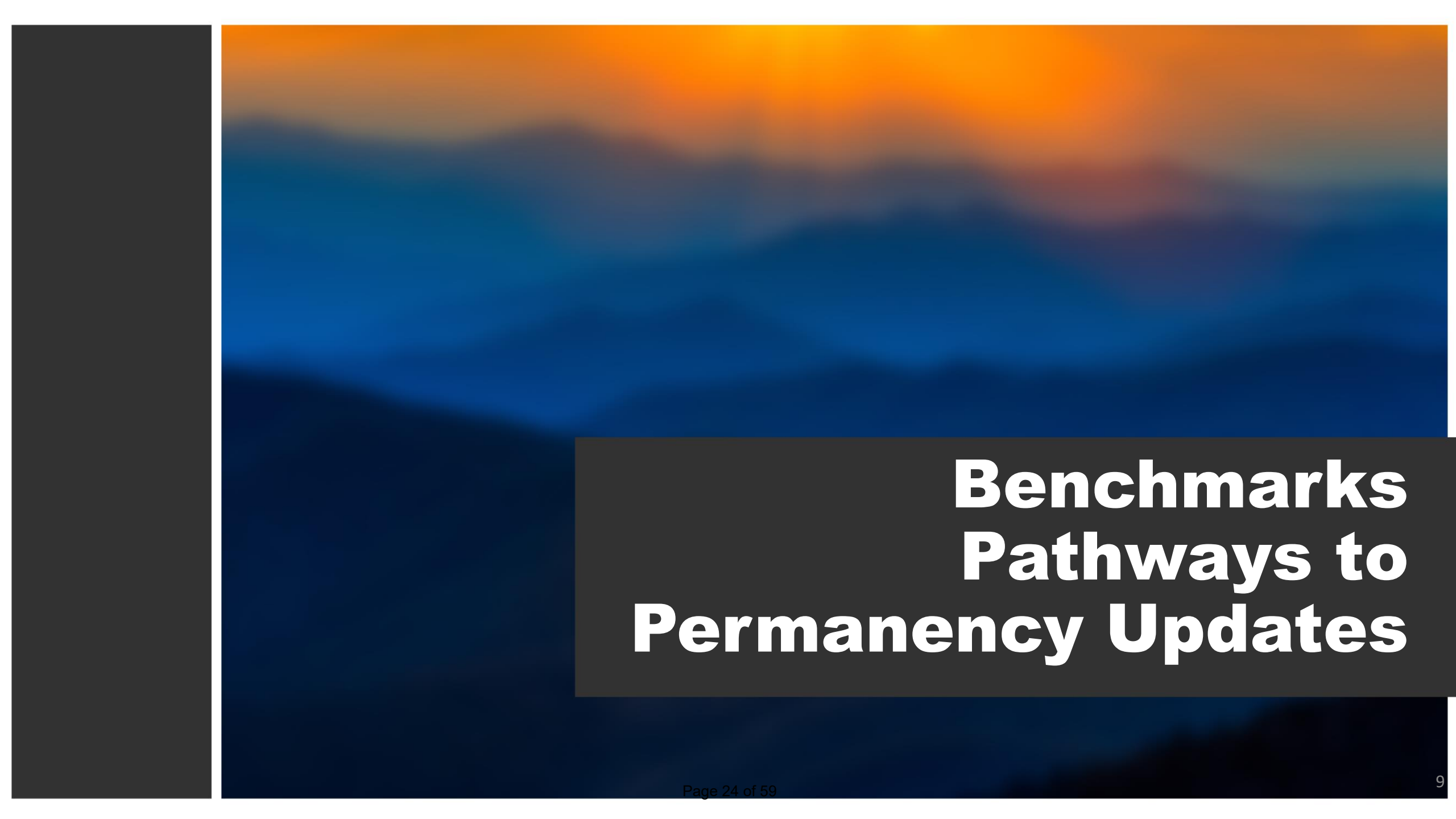
- Consolidated Innovations Waiver waitlist dashboard released – based on county of residence not eligibility
 - <https://medicaid.ncdhhs.gov/reports/dashboards/innovations-waitlist-dashboard>
- Medicaid Expansion meetings have started- “Go Live” on December 1, 2023
- Medicaid Expansion Toolkit: [North Carolina Expands Medicaid | NC Medicaid \(ncdhhs.gov\)](#)
- 10 Anticipated Tailored Plan enrolled members from Polk
- The Healthy Opportunities “Go Live” is February 1, 2023
- Tailored Plan “Go Live” no later than July 1, 2024

I/DD & TBI Budget Provisions

Provision	FY24	FY25
350 new Innovations slots	\$29.33M	\$29.33M
Innovations Direct Support Professional Wage increases	\$176M	\$176M
Competitive Integrated Employment	\$5M	\$5M
Personal Care Service (PCS) Rate Increases	\$176M	\$176M
Authority to expand TBI waiver statewide		

Behavioral Health Budget Provisions

Provision	FY24	FY25
Crisis System (mobile & respite)	\$30M	\$50M
Crisis Stabilization (short-term shelter)	~\$3M	~\$7M
Non-Law Enforcement Transportation Pilot Program	\$10M	\$10M
BH SCAN	\$10M	\$10M
Justice-Involved Programs (re-entry, diversion, and capacity restoration)	\$29M	\$70M
Behavioral Health Workforce Training	~\$8M	\$10M
NC Psychiatry Access Line (NC PAL)	~\$4M	~\$4M
Behavioral Health Rate Increases	\$165M	\$220M
State Facility Workforce Investment	\$20M	\$20M
Electronic Health Records for State Facilities		\$25M
Child Welfare and Family Well-Being	\$20M	\$60M



Benchmarks Pathways to Permanency Updates

Pathways to Permanency

Foster Care (therapeutic and family) recruitment campaign

Theme: Adventure Awaits

“

The only thing the kids should have to worry about is what color popsicle they are going to get

”

Adventure Awaits
Become a Foster Parent Today



“

It has changed my mindset and my outlook in life

”

Adventure Awaits
Become a Foster Parent Today



“

Es muy gratificante

It is very rewarding

”

La Adventura Espera
Adventure Awaits

Conviértete en padre de crianza hoy
Become a Foster Parent Today



“

When the phone rings, that's when the adventure begins

”

Adventure Awaits
Become a Foster Parent Today



Pathways to Permanency Training Series

		DSS	Vaya	Foster Parents	BH Providers (Non TFC)	Child Placing Agency (CPA)	Months	Learning Lab (Y/N)	Department to House	Dissemination Plan
	Child Treatment Continuum	X			X	X	2022-ongoing		Provider Network	Ongoing: Include as an option on the P2P resource page
	Child Welfare 101		X	X	X	X	September 2023	Y	System of Care	Initial: Offered virtually 2x per year in each of the 4 Vaya regions. Ongoing: Recording available on website.
	Health Plan 101	X		X	X	X	October 2023	Y	Community Relations	Initial: Offered virtually once per year in each of the 4 Vaya regions. Ongoing: Recording available on Vaya's website.
	Behavioral Expectations	X	X	X-w/abridged notes	X	X	January 2024	N	Provider Network	Initial: Offered virtually in each of the 4 Vaya regions. Ongoing: Offered quarterly in each region.
	Prudent Parenting	X	X		X	X	February 2024	N	Provider Network	Initial: Offered virtually in each of the 4 Vaya Ongoing: Offered 2x a year in each region.
	Foster Parent Bill of Rights		X		X	X	August 2023	Y	Provider Network to manage and send reminders etc.	Initial: Two live virtual training sessions. Ongoing: Recording available on Vaya's website. Annual reminder of recording.
	Train DSS on the CCA Pathway and Protocol	X	X		YV		August-January		Care Management	Initial: Each DSS will receive this training individually during their counties specified rollout month. Ongoing: County specific by Care management.
	TTLG (Treat Them Like Gold) Licensing Staff	X				X	March-June	TBD	N/A	Initial: Virtual one-time learning collaborative. Ongoing: none
	TTLG All Staff	X				X	August 2023	Y	Provider Network to manage and send reminders etc.	Initial: Offered virtually three times. Ongoing: Recording available on website. Annual reminder of recording.
	Roles & Responsibilities of Securing Placements	X	X		X	X	September 2023	Y	Care Management	Initial: Offered virtually or face-to-face for each of the 14 DSS regions. Ongoing: Recording available on Vaya's website. Annual reminder of recording, FAQ, & reference guide.
	FosteringNC Developmental Trauma Training Guide			X			November 2023	Y	Provider Network to manage and send reminders etc.	Initial: Email release Ongoing: Training guide available on P2P resource page. Annual reminder of training resource via email and DSS Quarterly meetings.

CCAs for Youth in Foster Care

Did you know that a staggering 90% of children in foster care have experienced trauma? We believe it's time to revolutionize the way we approach the mental health needs of these vulnerable children.



Vaya Health's trauma-informed Comprehensive Clinical Assessment (CCA) is designed specifically for youth in foster care by adopting a holistic approach that considers overall well-being within the context of home, family, school, work, and community.

Partnering with Youth Villages and leveraging our strong collaboration with each DSS within the Vaya Health catchment, we're ensuring that youth in foster care receive timely access to the vital assessments they need.

Why It Matters



Community-based services mean kids stay locally



Fewer moves is better for kids and reduces workload for staff



Trauma-Informed

Identifying the underlying causes of behaviors means that children get the right treatment at the right time



Pro-Active

Early treatment ensures linkage to local community resources



Connected

A great assessment isn't enough, youth are connected to treatment after the assessment

What happens next...

Protocol & Child Welfare Training for Vaya, DSS staff, & clinicians

Phased Roll-out: Region 1 in October, Region 2 in January, Region 3 & Region 4 in February



POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

November 20, 2023 Regular Meeting

Agenda Item#: 11.

Suggested Motion:

Motion to approve the contract.

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

November 20, 2023 Regular Meeting

Agenda Item#: 12.

ATTACHMENTS:

Description	Type	Upload Date
Proposal	Cover Memo	11/16/2023
Field Engineering Agreement	Cover Memo	11/16/2023

Suggested Motion:

Motion to approve the agreement with GEI Consultants of North Carolina, P.C. (GEI) to provide engineering services for the Turner Shoals Dam not to exceed \$120,000.

Motion to approve the agreement with GEI to provide field engineering and Quality Control Inspection Program (QCIP) support for the Turner Shoals Dam Modification project for \$400,000.

April 21, 2023

Polk County Local Government
c/o Odom Engineering PLC
Attention: Mr. David Odom
152 East Main Street
Forest City, North Carolina 28043
davidodom@odomengineering.com

RE: Proposal for Engineering Support, Turner Shoals Dam, Polk County, NC

Dear Mr. Odom,

GEI Consultants of North Carolina, P.C. (GEI) is pleased to provide you with this proposal for engineering services for the Turner Shoals Dam. This proposal describes our understanding of the project, scope of services, anticipated schedule, and project costs.

Project Understanding and Purpose

The design report including drawings was submitted to NC Dam Safety on May 24, 2022. We received a letter from NC Dam Safety (DENR) on September 14, 2022, that included their review comments. This proposal includes effort for GEI to revise the design and drawings based on the review comments. In addition, we understand that Polk County requests Engineering Support from GEI during construction. Polk County is preparing for construction modification of the Turner Shoals Dam according to the design drawings and specifications by GEI.

Scope of Services

Upon notice to proceed, GEI will perform the following tasks:

1. Project Management, Meetings, and Administration
 - a. Bi-weekly Progress Meeting teleconferences (20-assumed)
2. Revisions to Drawings, Specifications, Design Basis Report for submittal to DENR
 - a. Final (Issue for DENR review design package)
 - b. AFC (Following DENR review)
3. AFC Drawings (Following DENR Review)
4. Bid Support
5. Contractor RFI and Submittal Reviews
6. Engineer Field Support (Site Visit / Inspections)
7. Prepare Final Construction Report

Task 1: Project Management and Meetings

During construction, GEI proposes to remain active with engineering support. As part of this activity, GEI will attend the bi-weekly construction progress meetings, which are anticipated to be held on-site. Based on the anticipated construction schedule, we anticipate 20 bi-weekly meetings.

Task 2: Revisions to Drawings, Specification, and Design Basis Report

In response to EGLE comments dated September 14, 2022, GEI will revise the design documents with the exception to DENR request to increase the drawing size. In follow-up communication with DENR, we understand that drawings will not be required in 33 inch by 47-inch plan set size, and the drawings can remain as 22 inch by 34 inch. DENR requested the design to include a wave wall at the dam crest. GEI anticipates revisions can be submitted to DENR by the end of April.

Task 3: AFC Drawing Development

GEI will issue Approved for Construction Drawings following receipt of the DENR permit for the project.

Task 4: Bid Support

GEI will work with County representatives to provide responses to the technical design bid related questions from the Contractor. GEI has included an allowance of 19 hours to assist with bid questions.

Task 5: Review and approval of construction submittals and Contractor Requests for Information (RFI)

During the course of the initial construction, we anticipate the selected contractor(s) will issue submittals and shop drawings as required in the AFC design documents. We anticipate that GEI will be responsible for review of the following Contractor submittals:

- Concrete Mix Designs
- Anchor Design
- Anchor Plan
- Work Plan
- Grout Plan
- Waterstop product data
- Reinforcing shop drawings
- Reinforcing mill certifications
- Concrete placement schedules

While the review effort will depend on the quality of the Contractor's submittals, we have included effort to provide 20 responses to submittals.

During the course of construction, we anticipate the selected contractor(s) will submit RFI's. Based on our experience with similar projects and for the purpose of this proposal, we assume three responses to RFI's will be prepared.

Task 6: Engineer Field Visit

GEI anticipates attending one pre-construction meeting at the project site. Mr. Geoff Kruger is proposed to attend this meeting. GEI has included four additional site visits (five total) provided at critical milestones of project execution. Critical milestones to be determined after bid is awarded and they can better be defined using the Contractor's construction schedule. Initial requirements of field support and milestones have been provided below.

2. Pre-Construction Meeting
3. Inspection prior to anchor installation
4. Inspection prior to concrete placement
5. Final Inspection
6. For budgeting purposes, up to five site visits budgeted.

Task 7: Prepare Final Construction Letter and Record Drawings

Following satisfactory completion of the construction in substantial accordance with the design documents, GEI proposes to issue a Final Construction Letter. The letter will comment on our role and our opinion that the project was completed in accordance with the project design documents. GEI will update affected drawings at project completion to be issued as Record Drawings. The letter and drawings will be provided to the County within 45 days following completion of construction.

Estimated Fee

GEI proposes to complete the above outlined scope of work on a time-and-expense basis in accordance with our attached Professional Services Agreement. Our estimated not-to-exceed fee to complete the Scope of Services is **\$120,000**. If additional services are required beyond those described above, they will be performed on an accrued time-and-expense basis in accordance with the attached terms and rates. GEI will notify you of any additional services prior to them being performed and will stop work on the project until written approval from Polk County is provided for the amended scope and fee.

Conditions of Engagement

If you would like to contract with GEI to complete the described scope of services for this project, please indicate approval of the outlined scope of work and acknowledgement of our terms and conditions by signing the attached Professional Services Agreement and returning the signed copy to Geoff Kruger.

Your acceptance of this proposal indicates that the terms, conditions, and provisions of this proposal are understood, including payment to GEI upon receipt of the invoice, unless specifically

arranged otherwise in writing. GEI is prepared to begin work immediately upon your authorization to proceed. A signed authorization of this proposal must be returned before work can begin.

We thank you for the opportunity to submit our proposal for this project. Should you have any questions or require additional information, please contact Geoff Kruger at (906) 662-4743.

Sincerely,

GEI CONSULTANTS OF NORTH CAROLINA, P.C.



Geoffrey L. Kruger, PE,
Senior Project Manager



Chris R. Abraham, PE
Branch Manager/Senior Consultant

Attachments:

Standard Professional Services Agreement
Standard Fee Schedule

GLK/CRA:taw

						Milestones	Address DENR Comments	Address DENR Comments	Submit Issue-for-DENR-Review Design Package	Address DENR Comments				20 Biweekly Progress Meetings	Owner Issue RFP to Bidders	Bid Review and Award	Address DENR Comments and Issue AFC Drawings	Construction Start	Submittal Reviews Complete	On site engineering during construction	Final Construction Report and Record Drawings
Task	Resource	Units	Rate	Estimated Total Units	Estimated Fee	Apr-19-23	Apr-26-23	May-03-23	May-10-23	May-17-23	May-24-23	May-31-23		Summer 2023	Summer 2023	Fall 2023	Fall 2023	Winter 2024	Winter/Summer 2024	Fall 2024	
Task 1: Project Management, Meetings, and Administration																					
	Walton - Grade 9	hour	\$ 287	3	\$ 861									3							
	Kruger - Grade 7	hour	\$ 210	20	\$ 4,200									20							
	Guirguis - Grade 7	hour	\$ 210	8	\$ 1,680									8							
	Jack - Grade 4	hour	\$ 117	20	\$ 2,340									20							
	Staff Engineer - Grade 1	hour	\$ 93	3	\$ 279									3							
	Admin Staff	hour	\$ 71	0	\$ -																
				Subtotal =	54	\$ 9,360															
Task 2 : Revisions to Drawings, Specifications, Design Basis Report based on DENR comments																					
	Walton - Grade 9	hour	\$ 287	16	\$ 4,592	4	4	8													
	Kruger - Grade 7	hour	\$ 210	33	\$ 6,930	4	8	8	13												
	Guirguis - Grade 7	hour	\$ 210	4	\$ 840	1	2	1													
	Jack - Grade 4	hour	\$ 117	124	\$ 14,508	40	40	40	4												
	Staff Engineer - Grade 1	hour	\$ 93	40	\$ 3,720			40													
	Admin Staff	hour	\$ 71	8	\$ 568			8													
				Subtotal =	225	\$ 31,158															
Task 3: AFC Drawing Development																					
	Walton - Grade 9	hour	\$ 287	2	\$ 574												2				
	Kruger - Grade 7	hour	\$ 210	8	\$ 1,680												8				
	Guirguis - Grade 7	hour	\$ 210	4	\$ 840												4				
	Jack - Grade 4	hour	\$ 117	10	\$ 1,170												10				
	Staff Engineer - Grade 1	hour	\$ 93	16	\$ 1,488												16				
				Subtotal =	40	\$ 5,752															
Task 4: Bid Support																					
	Walton - Grade 9	hour	\$ 287	0	\$ -																
	Kruger - Grade 7	hour	\$ 210	9	\$ 1,890											9					
	Guirguis - Grade 7	hour	\$ 210	2	\$ 420											2					
	Jack - Grade 4	hour	\$ 117	8	\$ 936											8					
	Staff Engineer - Grade 1	hour	\$ 93	0	\$ -																
				Subtotal =	19	\$ 3,246															
Task 5: Contractor RFI and Submittal Reviews																		20 submittals	3 RFI		
	Walton - Grade 9	hour	\$ 287	2	\$ 574													2			
	Kruger - Grade 7	hour	\$ 210	40	\$ 8,400													40			
	Guirguis - Grade 7	hour	\$ 210	40	\$ 8,400													40			
	Jack - Grade 4	hour	\$ 117	80	\$ 9,360													80			
	Staff Engineer - Grade 1	hour	\$ 93	0	\$ -																
				Subtotal =	162	\$ 26,734															
Task 6: Engineer Field Support (Site Visit / Inspections)																			5 Trips		
	Walton - Grade 9	hour	\$ 287	2	\$ 574													2			
	Kruger - Grade 7	hour	\$ 210	24	\$ 5,040													24			
	Guirguis - Grade 7	hour	\$ 210	24	\$ 5,040													24			
	Jack - Grade 4	hour	\$ 117	80	\$ 9,360													80			
	Mileage	miles	\$ 0.66	1248	\$ 817													1248			
	Expenses	dollars	\$ 1	5050	\$ 5,050													5050			
				Subtotal =	130	\$ 25,881															
Task 7: Prepare Final Construction Letter and Record Drawings																					
	Walton - Grade 9	hour	\$ 287	2	\$ 574															2	
	Kruger - Grade 7	hour	\$ 210	16	\$ 3,360															16	
	Guirguis - Grade 7	hour	\$ 210	4	\$ 840															4	
	Jack - Grade 4	hour	\$ 117	40	\$ 4,680															40	
	Staff Engineer - Grade 1	hour	\$ 84	100	\$ 8,415															100	
				Subtotal =	162	\$ 17,869															
				Total =	792	\$ 120,000															

Standard Professional Services Agreement

1. AGREEMENT

This Agreement is made and entered into by and between

GEI Consultants of North Carolina, P.C.

4000 Centre Green Way, Suite 180, Cary, North Carolina 27513

Polk County Local Government

152 East Main Street, Forest City, North Carolina 28043

and

By this Agreement, the parties do mutually agree as follows:

2. SCOPE OF SERVICES

GEI shall perform the services described herein and in **Exhibit A**.

3. EFFECTIVE DATE

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

4. FORCE MAJEURE

- a) Force Majeure "Event of Force Majeure" means an event beyond the control of GEI and CLIENT, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods, epidemics, war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of GEI or its subcontractors.
- b) Neither CLIENT nor GEI shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either CLIENT or GEI shall give written notice to the other upon becoming aware of an Event of Force Majeure.

5. COMPENSATION

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B** but in no event later than thirty (30) days of CLIENT's receipt of invoice.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.
- d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of thirty (30) days past the invoice date, or as otherwise provided in **Exhibit B**.
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

6. PERFORMANCE STANDARDS

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other representations and no warranties, either express or implied, regarding the services provided hereunder.
- b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.
- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.

Standard Professional Services Agreement

- d) CLIENT agrees to look solely to the manufacturer or provider to enforce any warranty claims arising from any equipment, materials or other goods provided as a component of GEI's services.

7. INSURANCE

- a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

8. ALLOCATION OF RISKS

- a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project, or this Agreement, will not exceed the total compensation received by GEI under the specific applicable project and/or task order, or Fifty Thousand Dollars (\$50,000) whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

9. CONFIDENTIALITY

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

10. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT's sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

Standard Professional Services Agreement

11. TERMINATION AND SUSPENSION

- a) This Agreement may be terminated by CLIENT for any reason upon ten (10) days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon thirty (30) days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.
- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT's labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.
- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within sixty (60) days following invoice date, by providing written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

12. DISPUTE RESOLUTION

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

13. GENERAL CONSIDERATIONS

- a) Authorized Representatives. The following individuals are authorized to act as CLIENT's and GEI's representatives with respect to the services provided under this Agreement:

For CLIENT:	Mr. David Odom
	Polk County Local Government
	152 East Main Street, Forest City, North Carolina 28043
For GEI:	Mr. Chris R. Abraham
	4000 Centre Green Way, Suite 180, Cary, North Carolina 27513

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between CLIENT and GEI.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party's Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the state of North Carolina.
- e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

Standard Professional Services Agreement

- f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.
- g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.
- i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder. CLIENT shall indemnify and hold GEI harmless from any claims by any third parties that arise from the CLIENT's release of any Project Documents by CLIENT.

14. ADDITIONAL PROVISIONS

- a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.
- b) If the services of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.
- c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.
- d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.
- e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.
- f) If applicable, all samples collected will be retained for a period of **60 days**, after which time they will be discarded unless other specific instructions as to their disposition are received from the client

15. EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

- ☒ Exhibit A, Scope of Services and Schedule
- ☒ Exhibit B, Payment Terms
- ☒ Exhibit C, Insurance
- ☐ ~~Exhibit D, Special Provisions for Field Services~~
- ☐ ~~Exhibit E, Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals~~
- ☒ Exhibit F, Special Provisions for Engineering Design Services
- ☒ Exhibit G, Special Provisions for Opinions of Probable Construction Costs
- ☐ ~~Exhibit H, Special Provisions for Construction Services~~

(Check all that apply; strike all that do not apply)



Standard Professional Services Agreement

16. ACCEPTANCE

The parties hereto have executed this Agreement as of the dates shown below.

For CLIENT:

For GEI:

By:

By:

(Signature)

(Signature)

(Print Name)

Mr. Chris R. Abraham

(Print Name)

Branch Manager/Senior Consultant

(Title)

(Title)

April 21, 2023

(Date)

(Date)

EXHIBIT A

Scope of Services and Schedule

See Attached Letter Proposal Dated April 21, 2023.

EXHIBIT B

Payment Terms

See Attached Letter Proposal Dated April 21, 2023, including GEI's 2023 Fee Schedule and Payment Terms.

EXHIBIT C

Insurance

GEI will carry the following types and amounts of insurance:

A. Worker's Compensation and Employer's Liability (statutory):

1. In accordance with the laws of the state(s) in which services are performed.

B. Commercial General Liability (CGL) Insurance:

1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
2. Including explosion, underground drilling excavation, and collapse hazards.
3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.

C. Comprehensive Automobile Insurance:

1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
2. Includes all owned, nonowned, and hired vehicles used in connection with the services under this Agreement.

D. Professional Liability Insurance:

1. \$1,000,000 per claim and in aggregate.

EXHIBIT D

Special Provisions for Field Services

- A. ~~Right of Entry.~~ CLIENT agrees to furnish GEI with right of entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in **Exhibit B**.
- B. ~~Underground Structures.~~ CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work and shall indemnify and hold GEI, its subconsultants and employees harmless from all claims, losses or damages arising from GEI's services involving subsurface exploration.
- C. ~~Presence of Hazardous Materials.~~ If unanticipated hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, and terms and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated without cause and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.
- D. ~~Disposal of Samples and Wastes Containing Regulated Contaminants.~~ In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense and as CLIENT's appointed agent, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and/or agent and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples. Further, CLIENT agrees to look solely to any transport or disposal entity in the event any claim, cause of action or damages arise from GEI's activities a bailee or agent of CLIENT under this provision.
- E. ~~Contribution of Hazardous Materials.~~ CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria and viruses, and by products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria and viruses, and by products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against

Standard Professional Services Agreement

all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous, or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.

EXHIBIT E

Special Provisions for Services of Licensed Site/Environmental Professionals

For services under this Agreement that require the engagement of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) registered with and subject to the laws and regulations promulgated by the state in which the services are provided (collectively the LSP/LEP/LSRP Program), the following will apply:

- A. Under the LSP/LEP/LSRP Program, the LSP/LEP/LSRP owes professional obligations to the public, including, in some instances, a duty to disclose the existence of certain contaminants to the state in which the services are provided.
- B. CLIENT understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP/LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of CLIENT, the licensed professional is bound by law to comply with the requirements of the LSP/LEP/LSRP Program. CLIENT recognizes that the licensed professional is immune from civil liability resulting from any such actual or alleged conflict.
- C. CLIENT agrees to indemnify and hold GEI harmless from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP/LSRP Program.

EXHIBIT F

Special Provisions for Engineering Design Services

- A. Design Without Construction Phase Services. CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction-Related Services, then CLIENT:
 - 1. Assumes all responsibility for interpretation of the construction Contract Documents.
 - 2. Assumes all responsibility for construction observation and review.
 - 3. Waives any claims against GEI that may be in any way connected thereto.

For purposes of this Agreement, Construction-Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction-phase services.

- B. Use of Documents.
 - 1. The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.
 - 2. All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.

Standard Professional Services Agreement

3. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.
4. CLIENT waives any and all claims against GEI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the electronic files. CLIENT agrees to indemnify and hold harmless GEI, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages, or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of electronic files.

EXHIBIT G

Special Provisions for Opinions of Probable Construction Costs

GEI's Opinions of Probable Construction Cost provided under this Agreement are made on the basis of GEI's experience and qualifications, and represent GEI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since GEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, GEI cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by GEI.

If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.

EXHIBIT H

Special Provisions for Construction Services

~~In accordance with the scope of services under this Agreement, GEI will provide personnel to observe the specific aspects of construction stated in the Agreement and to ascertain that construction is being performed, in general, in accordance with the approved construction Contract Documents.~~

- ~~A. GEI cannot provide its opinion on the suitability of any part of the work performed unless GEI's personnel make measurements and observations of that part of the construction. By performing construction observation services, GEI does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including: methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state, or local laws or regulations.~~
- ~~B. In consideration of any review or evaluation by GEI of the various bidders and bid submissions, and to make recommendations to CLIENT regarding the award of the construction Contract, CLIENT agrees to hold harmless and indemnify GEI for all costs, expenses, damages, and attorneys' fees incurred by GEI as a result of any claims, allegations, administrative proceedings, or court proceedings arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions or recommendations concerning the award of the construction Contract. This paragraph will not apply if GEI is adjudicated by a court to have been solely negligent or to have actually engaged in intentional and willful misconduct without legitimate justification, privilege, or immunity; however, CLIENT will be obligated to indemnify GEI until any such final adjudication by a court of competent jurisdiction.~~

EXHIBIT B**FEE SCHEDULE AND PAYMENT TERMS****FEE SCHEDULE - EXHIBIT B**

<u>Personnel Category</u>	<u>Hourly Billing Rate \$ per hour</u>
Staff Professional – Grade 1	\$ 93
Staff Professional – Grade 2	\$ 101
Project Professional – Grade 3	\$ 109
Project Professional – Grade 4	\$ 117
Senior Professional – Grade 5	\$ 150
Senior Professional – Grade 6	\$ 175
Senior Professional – Grade 7	\$ 210
Senior Consultant – Grade 8	\$ 256
Senior Consultant – Grade 9	\$ 287
Senior Principal – Grade 10	\$ 287

Senior Drafter and Designer / GIS	\$ 106
Drafter and Designer / GIS	\$ 86
*Senior Field Professional	\$ 109
*Field Professional	\$ 95
*Senior Technician	\$ 82
*Technician II	\$ 78
*Technician I	\$ 68
Word Processor, Administrative Staff	\$ 71
Office Aide	\$ 71

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

- *The scope of work is based on a normal work week, Monday through Friday, eight (8) hours per day. Overtime will be charged at 1.3 times the specified rate; Sunday and holiday hours will be charged at two times the specified rate, with a minimum charge of eight (8) hours

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges, or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

November 2, 2023

Polk County Local Government
c/o Odom Engineering PLC
Attention: Mr. David Odom
152 East Main Street
Forest City, North Carolina 28043
davidodom@odomengineering.com

RE: Proposal for Turner Shoals Dam QCIP Services

Dear Mr. Odom:

GEI Consultants of North Carolina, P.C. (GEI) is pleased to submit this proposal to Polk County to provide field engineering and Quality Control Inspection Program (QCIP) support for the Turner Shoals Dam Modification project. This proposal describes our understanding of the projects, scope of services, schedule, and costs.

Project Understanding and Purpose

GEI understands that Polk County requests Engineering Support from GEI during construction. Polk County is preparing for construction modification of the Turner Shoals Dam according to the design drawings and specifications by GEI dated August 2, 2023, and approved by North Carolina Department of Environmental Quality (NCDEQ) in a letter dated October 6, 2023.

Based on discussion with Odom Engineering and Polk County, we understand that Polk County is seeking field engineering and QCIP management services for construction of the Turner Shoals Dam Modification project in 2024 and 2025. We understand work planned for the 2024 construction season includes structural concrete placement and work planned for 2025 includes installation of post-tensioned anchors.

The purposes of the services outlined in this proposal are to develop the QCIP and provide construction observation to document compliance with the design documents and project QCIP.

Scope of Services

We understand the Turner Shoals Dam Modification project is slated to begin in early 2024. While the project has not been bid or awarded to a contractor and the schedule is not known, GEI has made the following assumptions based on our experience with similar projects.

- Concrete Placement (Year 2024). Anticipate a construction duration of twenty (20) weeks with the contractor working eight (8) hours per day, five (5) days per week. GEI field services will be performed on an accrued time-and-expense basis and may require adjustment once the Contractor's actual schedule is known.

- Installation of Post-tensioned anchors (Year 2025). Anticipate a construction duration of twenty (20) weeks with the contractor working eight (8) hours per day, five (5) days per week. GEI field services will be performed on an accrued time-and-expense basis and may require adjustment once the Contractor's actual schedule is known.

As the QCIP Manager, GEI will achieve the goals stated above by implementing each project-specific QCIP. Based on our experience with similar construction projects, we assume the QCIP Manager will generally be onsite on a part-time basis as outlined in the scope of work below. The QCIP Manager will maintain communication with the Owner, Design Engineer, and Contractor to plan regular site inspections. The QCIP Manager will complete a Field Observation Report for each day a site visit is conducted and submit to the Owner and Design Engineer at a minimum of once per week. In addition, the QCIP Manager will maintain non-conformance reports, environmental deficiency reports, field and laboratory testing reports, redlined construction drawings, site photographs, and other construction-related documents through construction. The QCIP Manager will be supported by the Project Manager (PM) who will be responsible for day-to-day management of the project activities including tracking budget and schedule, progress reporting, and deploying necessary resources to complete the scope of services. The following PM and QCIP Manager are currently proposed to support the project:

- PM– Geoff Kruger, P.E.
- QCIP Manager – Jack Kleiber, E.I.T.
- QCIP Assistant –Jacob Burch, E.I.T., or Pat Dowling, E.I.T.

These GEI staff professionals have years of experience in design and construction observation services and were responsible for, or assisted with, preparation of the GEI design documents. Resumes for the proposed project team can be provided upon request.

Following construction, the QCIP Manager will assist in preparing a Final Construction Report (FCR) in accordance with the project QCIP and Federal Energy Regulatory Commission (FERC) and NCDEQ guidelines. The FCR will be a comprehensive report containing a detailed narrative describing the observations and test results (as applicable) obtained or observed by the QCIP Manager. Emphasis will be placed on any deviations from the construction documents. The report will also include record drawings and photographs depicting the improvements to the dam. Drafts of the final construction reports will be submitted within sixty (60) days of construction completion. The reports will be finalized and re-submitted within two (2) weeks of receiving Polk County comments.

Project specific services and assumptions are detailed in the following sections.

Task 1 – Develop QCIP

GEI will prepare a project specific QCIP report. The QCIP will be prepared in general accordance with FERC Engineering Guidelines.

 **Deliverables** – GEI will submit draft and final PDFs of the QCIP via email.

Task 2 and 3 – Implement QCIP in 2024 (Task 2) and 2025 (Task 3)

As requested, GEI will perform the QCIP management services for the dam modifications project. The following observation work is anticipated:

- Attend an onsite pre-construction meeting and weekly progress calls.
- Perform weekly site visits. We anticipate visiting the site four (4) days per week during construction. Note, the actual construction observation schedule will be dependent on the Contractor's schedule. GEI will provide an electronic field form (via supplied tablet or downloadable application) utilizing the ArcGIS Collector application for staff use. The electronic form will streamline the reporting process and allow for efficient use staff time onsite. The electronic form will include typical reporting fields including date, arrival time/departure, weather, and general observations/comments and will allow site photos to be annotated and attached.
- The QCIP Manager will work with the Contractor to document the concrete work. Documentation will include, but is not limited to, field notes, sketches, and photographs of the following critical work.
 - Concrete:
 - Observation of extents of concrete deterioration and removal.
 - Coordinate with EOR for concrete surface preparation approval.
 - Observation of dowel and reinforcing steel installation.
 - Observation of formwork installation (if needed).
 - Observation of concrete placement.
 - Concrete testing.
 - Post-tensioned anchors (PTA):
 - Observation of drilling of anchor holes by Contractor.
 - Observation of PTA by Contractor.
 - Observe and record results of anchor pull off testing performed by the contractor.
 - Anchor grout testing.
- Review of before, during, and after movement monitoring surveys to be performed by the Contractor.
- GEI will notify Polk County of any apparent environmental issues while GEI is onsite. However, GEI has not included any effort for environmental planning, compliance, and reporting.
- Provide redlined construction drawings to the EOR following construction.
- Assist the EOR with preparation of the FCR and compile construction documentation for inclusion in the appendices.

Project Schedule

We understand construction take place in 2024 and 2025. Estimated construction duration for each project is provided under the respective tasks above. GEI will provide final documentation and certification letters in a timely manner following completion of the project for inclusion in the final construction reports that are due to NCDEQ within 30 days following construction.

Project Fees

Based on the final designs and our experience with similar size projects, we have developed the following estimated costs summarized in the table below and detailed in the attached Estimated Cost Table. If additional services are required or requested beyond those described above, they will be performed on an accrued time-and-expense basis in accordance with the attached Fee Schedule. Of course, you will be notified of any additional services prior to them being performed.

Task	Estimated Cost
Task 1 – Develop QCIP	\$10,000
Task 2 – Implement QCIP in 2024	\$196,500
Task 3 – Implement QCIP in 2025	\$193,500
Total Estimated Cost =	\$400,000

Proposal Assumptions

- Costs associated with addressing Contractor deficiencies are not included with our proposal. Additional costs incurred due to the failure of the Contractor to perform the specified work are not included in the project costs.
- The actual construction observation schedule will be dependent on the Contractor's schedule and performance during construction.
- Any additional or subsequent engineering, inspections, meetings, surveys, or work not included in the scope of services described above will be performed on an accrued time-and-expense basis, using the appropriate labor and expense rates given on the enclosed fee schedule.
- Environmental planning and compliance reporting not included in this scope of work.

Conditions of Engagement

If you would like to contract with GEI to complete the described scope of services for this project, please indicate approval of the outlined scope of work and acknowledgement of our terms and conditions by signing the attached Professional Services Agreement and returning the signed copy to Geoff Kruger.

Your acceptance of this proposal indicates that the terms, conditions, and provisions of this proposal are understood, including payment to GEI upon receipt of the invoice, unless specifically arranged otherwise in writing. GEI is prepared to begin work immediately upon your authorization to proceed. A signed authorization of this proposal must be returned before work can begin.

We thank you for the opportunity to submit our proposal for this project. Should you have any questions or require additional information, please contact Geoff Kruger at (906) 662-4743.

Sincerely,

GEI CONSULTANTS OF NORTH CAROLINA, P.C.



Geoffrey L. Kruger, PE,
Senior Project Manager



Chris R. Abraham, PE
Branch Manager/Senior Consultant

Attachments:

Estimated Cost and Schedule Table
Standard Professional Services Agreement
Standard Fee Schedule

GLK/CRA:taw

Estimated Cost and Schedule Table
Turner Shoals Dam QCIP

						Milestones																												
						Project Registration	QCIP	Pre-Construction Meeting(s)		QCIP Pre-Construction Trip	Construction Week 1	Construction Week 2	Construction Week 3	Construction Week 4	Construction Week 5	Construction Week 6	Construction Week 7	Construction Week 8	Construction Week 9	Construction Week 10	Construction Week 11	Construction Week 12	Construction Week 13	Construction Week 14	Construction Week 15	Construction Week 16	Construction Week 17	Construction Week 18	Construction Week 19	Construction Week 20	Record Drawings	Final Construction Report Draft	Final Construction Report Final	
Task	Resource	Units	Unit Rate	Estimated Total Units	Estimated Cost																													
	Task 1- Develop QCIP (2023)																																	
		Grade 7 - G. Kruger	hour	\$ 210	20	\$ 4,200		20																										
		Grade 7 - M. Guirgis	hour	\$ 210	2	\$ 420		2																										
		Grade 4 - J. Kleiber	hour	\$ 117	25	\$ 2,925	1	24																										
		Grade 2	hour	\$ 101	24	\$ 2,424		24																										
		Administrative Staff	hour	\$ 71	1	\$ 71	1																											
		Mileage	hour	\$ 0.655	0	\$ -																												
		Subtotal =			\$10,000																													
	Task 2 - Implement QCIP (2024)																																	
		Grade 7 - M. Guirgis	hour	\$ 210	80	\$ 16,800			8		28	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2		2	2
		Grade 5	hour	\$ 150	188	\$ 28,200				4	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	4	16	4
		Grade 4 - J. Kleiber	hour	\$ 117	864	\$ 101,088			8			40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	8	40	8
		Administrative Staff	hour	\$ 71	6	\$ 426																										4	2	
		Concrete Testing Subcontractor Allowance	cost	\$ 30,000	1	\$ 30,000																												
		Per Diem	day	\$ 166	100	\$ 16,600						5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5			
		Mileage	mile	\$ 0.655	5160	\$ 3,380			120		240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240			
		Subtotal =			\$196,500																													
	Task 3 - Implement QCIP (2025)																																	
		Grade 7 - M. Guirgis	hour	\$ 210	80	\$ 16,800			8		28	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2		2	2
		Grade 5	hour	\$ 150	188	\$ 28,200				4	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	4	16	4
		Grade 4 - J. Kleiber	hour	\$ 117	864	\$ 101,088			8			40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	8	40	8
		Administrative Staff	hour	\$ 71	6	\$ 426																										4	2	
		Anchor Testing Subcontractor Allowance	cost	\$ 27,000	1	\$ 27,000																												
		Per Diem	day	\$ 166	100	\$ 16,600						5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5			
		Mileage	mile	\$ 0.655	5160	\$ 3,380			120		240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240			
		Subtotal =			\$193,500																													
	Total Estimated Hours and Cost =						\$400,000																											

Standard Professional Services Agreement

1. AGREEMENT

This Agreement is made and entered into by and between

GEI Consultants of North Carolina, P.C.

2000 Centre Green Way, Suite 130, Cary, North Carolina 27513

Polk County Local Government

152 East Main Street, Forest City, North Carolina 28043

and

By this Agreement, the parties do mutually agree as follows:

2. SCOPE OF SERVICES

GEI shall perform the services described herein and in **Exhibit A**.

3. EFFECTIVE DATE

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

4. FORCE MAJEURE

- a) Force Majeure "Event of Force Majeure" means an event beyond the control of GEI and CLIENT, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods, epidemics, war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of GEI or its subcontractors.
- b) Neither CLIENT nor GEI shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either CLIENT or GEI shall give written notice to the other upon becoming aware of an Event of Force Majeure.

5. COMPENSATION

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B** but in no event later than thirty (30) days of CLIENT's receipt of invoice.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.
- d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of thirty (30) days past the invoice date, or as otherwise provided in **Exhibit B**.
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

6. PERFORMANCE STANDARDS

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other representations and no warranties, either express or implied, regarding the services provided hereunder.
- b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.
- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.

Standard Professional Services Agreement

- d) CLIENT agrees to look solely to the manufacturer or provider to enforce any warranty claims arising from any equipment, materials or other goods provided as a component of GEI's services.

7. INSURANCE

- a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

8. ALLOCATION OF RISKS

- a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project, or this Agreement, will not exceed the total compensation received by GEI under the specific applicable project and/or task order, or Fifty Thousand Dollars (\$50,000) whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

9. CONFIDENTIALITY

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

10. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT's sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

Standard Professional Services Agreement

11. TERMINATION AND SUSPENSION

- a) This Agreement may be terminated by CLIENT for any reason upon ten (10) days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon thirty (30) days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.
- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT's labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.
- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within sixty (60) days following invoice date, by providing written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

12. DISPUTE RESOLUTION

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

13. GENERAL CONSIDERATIONS

- a) Authorized Representatives. The following individuals are authorized to act as CLIENT's and GEI's representatives with respect to the services provided under this Agreement:

For CLIENT:	Mr. David Odom
	Polk County Local Government
	152 East Main Street, Forest City, North Carolina 28043
For GEI:	Mr. Chris R. Abraham
	2000 Centre Green Way, Suite 130, Cary, North Carolina 27513

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between CLIENT and GEI.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party's Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the state of North Carolina.
- e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

Standard Professional Services Agreement

- f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.
- g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.
- i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder. CLIENT shall indemnify and hold GEI harmless from any claims by any third parties that arise from the CLIENT's release of any Project Documents by CLIENT.

14. ADDITIONAL PROVISIONS

- a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.
- b) If the services of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.
- c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.
- d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.
- e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.
- f) If applicable, all samples collected will be retained for a period of **60 days**, after which time they will be discarded unless other specific instructions as to their disposition are received from the client

15. EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

- ☒ Exhibit A, Scope of Services and Schedule
- ☒ Exhibit B, Payment Terms
- ☒ Exhibit C, Insurance
- ☒ Exhibit D, Special Provisions for Field Services
- ☐ ~~Exhibit E, Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals~~
- ☒ Exhibit F, Special Provisions for Engineering Design Services
- ☒ Exhibit G, Special Provisions for Opinions of Probable Construction Costs
- ☒ Exhibit H, Special Provisions for Construction Services

(Check all that apply; strike all that do not apply)

Standard Professional Services Agreement

16. ACCEPTANCE

The parties hereto have executed this Agreement as of the dates shown below.

For CLIENT:

For GEI:

By:

By:

(Signature)

(Signature)

(Print Name)

Mr. Chris R. Abraham

(Print Name)

(Title)

Branch Manager/Senior Consultant

(Title)

(Date)

November 2, 2023

(Date)

EXHIBIT A

Scope of Services and Schedule

See Attached Letter Proposal Dated November 2, 2023.

EXHIBIT B

Payment Terms

See Attached Letter Proposal Dated November 2, 2023, including GEI's 2023 Fee Schedule and Payment Terms.

EXHIBIT C

Insurance

GEI will carry the following types and amounts of insurance:

A. Worker's Compensation and Employer's Liability (statutory):

1. In accordance with the laws of the state(s) in which services are performed.

B. Commercial General Liability (CGL) Insurance:

1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
2. Including explosion, underground drilling excavation, and collapse hazards.
3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.

C. Comprehensive Automobile Insurance:

1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
2. Includes all owned, nonowned, and hired vehicles used in connection with the services under this Agreement.

D. Professional Liability Insurance:

1. \$1,000,000 per claim and in aggregate.

EXHIBIT D

Special Provisions for Field Services

- A. Right of Entry. CLIENT agrees to furnish GEI with right-of-entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in **Exhibit B**.
- B. Underground Structures. CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work and shall indemnify and hold GEI, its subconsultants and employees harmless from all claims, losses or damages arising from GEI's services involving subsurface exploration.
- C. Presence of Hazardous Materials. If unanticipated hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, and terms and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated without cause and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.
- D. Disposal of Samples and Wastes Containing Regulated Contaminants. In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense and as CLIENT's appointed agent, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and/or agent and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples. Further, CLIENT agrees to look solely to any transport or disposal entity in the event any claim, cause of action or damages arise from GEI's activities a bailee or agent of CLIENT under this provision.
- E. Contribution of Hazardous Materials. CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against

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all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous, or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.

~~EXHIBIT E~~

~~Special Provisions for Services of Licensed Site/Environmental Professionals~~

~~For services under this Agreement that require the engagement of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) registered with and subject to the laws and regulations promulgated by the state in which the services are provided (collectively the LSP/LEP/LSRP Program), the following will apply:~~

- ~~A. Under the LSP/LEP/LSRP Program, the LSP/LEP/LSRP owes professional obligations to the public, including, in some instances, a duty to disclose the existence of certain contaminants to the state in which the services are provided.~~
- ~~B. CLIENT understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP/LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of CLIENT, the licensed professional is bound by law to comply with the requirements of the LSP/LEP/LSRP Program. CLIENT recognizes that the licensed professional is immune from civil liability resulting from any such actual or alleged conflict.~~
- ~~C. CLIENT agrees to indemnify and hold GEI harmless from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP/LSRP Program.~~

EXHIBIT F

Special Provisions for Engineering Design Services

- A. Design Without Construction Phase Services. CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction-Related Services, then CLIENT:
 1. Assumes all responsibility for interpretation of the construction Contract Documents.
 2. Assumes all responsibility for construction observation and review.
 3. Waives any claims against GEI that may be in any way connected thereto.

For purposes of this Agreement, Construction-Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction-phase services.

- B. Use of Documents.
 1. The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.
 2. All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.

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3. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.
4. CLIENT waives any and all claims against GEI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the electronic files. CLIENT agrees to indemnify and hold harmless GEI, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages, or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of electronic files.

EXHIBIT G

Special Provisions for Opinions of Probable Construction Costs

GEI's Opinions of Probable Construction Cost provided under this Agreement are made on the basis of GEI's experience and qualifications, and represent GEI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since GEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, GEI cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by GEI.

If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.

EXHIBIT H

Special Provisions for Construction Services

In accordance with the scope of services under this Agreement, GEI will provide personnel to observe the specific aspects of construction stated in the Agreement and to ascertain that construction is being performed, in general, in accordance with the approved construction Contract Documents.

- A. GEI cannot provide its opinion on the suitability of any part of the work performed unless GEI's personnel make measurements and observations of that part of the construction. By performing construction observation services, GEI does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including: methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state, or local laws or regulations.
- B. In consideration of any review or evaluation by GEI of the various bidders and bid submissions, and to make recommendations to CLIENT regarding the award of the construction Contract, CLIENT agrees to hold harmless and indemnify GEI for all costs, expenses, damages, and attorneys' fees incurred by GEI as a result of any claims, allegations, administrative proceedings, or court proceedings arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions or recommendations concerning the award of the construction Contract. This paragraph will not apply if GEI is adjudicated by a court to have been solely negligent or to have actually engaged in intentional and willful misconduct without legitimate justification, privilege, or immunity; however, CLIENT will be obligated to indemnify GEI until any such final adjudication by a court of competent jurisdiction.

EXHIBIT B**FEE SCHEDULE AND PAYMENT TERMS****FEE SCHEDULE - EXHIBIT B**

<u>Personnel Category</u>	<u>Hourly Billing Rate \$ per hour</u>
Staff Professional – Grade 1	\$ 93
Staff Professional – Grade 2	\$ 101
Project Professional – Grade 3	\$ 109
Project Professional – Grade 4	\$ 117
Senior Professional – Grade 5	\$ 150
Senior Professional – Grade 6	\$ 175
Senior Professional – Grade 7	\$ 210
Senior Consultant – Grade 8	\$ 256
Senior Consultant – Grade 9	\$ 287
Senior Principal – Grade 10	\$ 287

Senior Drafter and Designer / GIS	\$ 106
Drafter and Designer / GIS	\$ 86
*Senior Field Professional	\$ 109
*Field Professional	\$ 95
*Senior Technician	\$ 82
*Technician II	\$ 78
*Technician I	\$ 68
Word Processor, Administrative Staff	\$ 71
Office Aide	\$ 71

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

- *The scope of work is based on a normal work week, Monday through Friday, eight (8) hours per day. Overtime will be charged at 1.3 times the specified rate; Sunday and holiday hours will be charged at two times the specified rate, with a minimum charge of eight (8) hours

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges, or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.