

**CITY COUNCIL AGENDA  
SANFORD, NORTH CAROLINA  
Electronic Meeting by Office Suite HD  
July 7, 2020 6:00 P.M.**



1. **MEETING CALLED TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT**
5. **APPROVAL OF AGENDA**
6. **CONSENT AGENDA**  
Approval of City Council Budget Work Session Minutes dated June 2, 2020 (Pages 3-5)
7. **SPECIAL AGENDA**
8. **CASES FOR PUBLIC HEARING**
  - A. **Public Hearing – Municipal Service District (MSD) Expenditures**
    - Consider Approval of MSD Expenditures (Pages 6-7)
  - B. **Public Hearing – System Development Fees (Pages 8-14)**
  - C. **Public Hearing – General Obligation Greenway Bond Order Extension**
    - Consider Approval of Extension of Bond Order Authorizing the Issuance of \$4,000,000 General Obligation Greenway Bonds of the City of Sanford, North Carolina (Page 15)
  - D. **Public Hearing – Termination of Developer Agreement for Wicker and Triassic, LLC**
    - Consider Approval of Ordinance Terminating the Developers Agreement for Wicker and Triassic, LLC by Mutual Consent and Authorizing Execution of Notice of Termination of Developers Agreement (Pages 16-49)
9. **DECISIONS ON PUBLIC HEARINGS**
10. **REGULAR AGENDA**

**11. NEW BUSINESS (*Items for discussion and action will only be taken if necessary. Otherwise, these items will be placed on the next agenda for approval.*)**

- A. Consider Recommendation to Enter into Engineering Services Agreement – East Sanford Sanitary Sewer Rehabilitation/Replacement Community Development Block Grant – Infrastructure (CDBG-I) Project (Pages 50-73)
  
- B. Consider Recommendation to Enter into Grant Administrator Agreement – East Sanford Sanitary Sewer Rehabilitation/Replacement Community Development Block Grant – Infrastructure (CDBG-I) Project (Pages 74-87)
  
- C. Consider Appointments to Various Boards, Commissions and Committees (Pages 88-96)

**12. OTHER BUSINESS**

Closed Session

**13. ADJOURNMENT**

**SANFORD CITY COUNCIL  
BUDGET WORK SESSION**

Tuesday, June 2, 2020  
Sanford Public Works Service Center  
601 S. Fifth Street, Sanford, NC

The City Council held a work session on Tuesday, June 2, 2020, at 4:00 p.m. in the Assembly Room of the Public Works Service Center. The following people were present:

Mayor Chet Mann	Council Member James Williams
Mayor Pro Tem Byron Buckels	Council Member Jimmy Haire
Council Member Sam Gaskins	Council Member Norman Charles Post III (4:20 p.m.)
Council Member Rebecca Wyhof Salmon	City Manager Hal Hegwer
City Clerk Bonnie Davis	City Attorney Susan Patterson
Management Analyst Holly Marosites	Deputy City Clerk Vicki Cannady
Financial Services Director Beth Kelly	Senior Budget Analyst Cindy O'Quinn

Absent:

Council Member Charles Taylor

Mayor Mann called the budget work session to order.

Financial Services Director Beth Kelly explained the responses to questions from the budget work session held on May 26, 2020, as listed on Exhibit A. There will be a debt payment estimated between \$250,000 and \$550,000, depending on how many years the loan is financed for rolling stock. This figure is based on a conservative estimate of 2 percent interest rate. Sanitation fees were increased to \$310 per household (a \$40 increase).

In the agreement with the ABC Board, they are required to pay the City \$160,000 annually; however, they have given us at least \$50,000 extra for the prior two years and an extra \$100,000 three years ago.

Public Works Director Vic Czar explained that staff is looking at a knuckleboom truck that is an all-weather unit, without a crow's nest, bigger cab and balanced bed length. An employee can go from the driver's seat to the rear and run it with the camera; there is also less exposure on workers' comp issues. Some capacity is lost in the bed, but overall, it is a huge plus. Mr. Hegwer added that safety is paramount and we are trying to protect the employees.

Mayor Mann asked about the work being done at the front of City Hall with the store front glass. Facilities/Beautification Administrator Kris Furmage replied that the seals at the main entrance of City Hall are being replaced because they are dry rotted and broken.

Financial Services Director Beth Kelly explained that the City has spent \$10,962 through May 22, 2020 for COVID related sanitization and they estimate a cost of \$35,605 through December 2020.

Management Analyst Holly Marosites summarized the responses (Exhibit B) to Council Member Jimmy Haire's questions he had regarding the budget and additional items. Attorney Patterson has reached out to the Lee County Public Information Officer who contacted the governor's office regarding yard sales.

Regarding 211, when a call is placed to 211, staff cannot disclose whether the Outreach Mission Incorporated (OMI) is full or not; OMI must be contacted for that information.

Mrs. Kelly explained the revised budget with changes requested by Council (Exhibit C). The budget ordinance presented to Council at the workshop did not contain two changes staff made today. Changes were made to the compost facility schedule to include verbiage as follows: Delivery fee may fluctuate due to demand and/or availability. The second change is the fire nuisance alarm violation fees. Staff is recommending that all nuisance alarm fees be waived until January 1, 2021, with no charges from July 1, 2020 through December 2020. Mr. Hegwer stated that with so much going on during the pandemic, we do not want to overburden nursing homes; we want to make sure they are focusing on the elderly. Mayor Mann noted that some of the alarms from nursing home facilities/assisted living are due to fire alarms in kitchens. Verbiage included in the ordinance reads as follows: Life safety violations include each locked, blocked or otherwise impeded means of egress; any deficiencies or impairments in any fire suppression, detection and or notification devices and or systems; or any other violation that in the opinion of the Fire Code Official may be harmful to any building occupant including, but not limited to, overcrowding above the legal capacity.

Mr. Hegwer addressed the matter of giving City employees a raise. Staff stated that one of the reasons they did not recommend giving a raise now is because of the uncertainty going forward. They do not have a good feel for revenues and how they will come in because of the process through which these figures are tallied and sales tax revenue is distributed to the City, and we won't know the impact of this loss for several months. Other revenues, such as those received from utility services, may also be negatively impacted but he feels that things will get better over time. Council Member Gaskins added that sales tax is down seven percent and Lee County was down seven percent for March. He feels comfortable waiting until October to see how revenues come in and expressed concern that COVID may return and businesses may have to shut down again.

Council Member Williams felt the city employees should get a two percent raise. He added that surrounding counties are paying their employees, especially police officers, more money and if we get behind, we will never catch up. Mayor Pro Tem Buckels and Council Member Post expressed that they also would like to see employees get a raise. Council Members Salmon and Gaskins also would like to see a raise; however, they would like to wait three months to see how revenues come in and then reconsider the issue. Council discussed the matter at length and Financial Services Beth Kelly explained how it could affect the Fund Balance

Mr. Hegwer stated that he will convey the message to the employees in a memo explaining the situation.

Mayor Mann noted that we need to be mindful of revenues until we return to a normal economy.

**Adjournment**

Council Member Sam Gaskins made the motion to adjourn. Seconded by Council Member Rebecca Salmon, the motion carried unanimously.

**ALL EXHIBITS CONTAINED HEREIN ARE HEREBY INCORPORATED BY REFERENCE AND MADE A PART OF THESE MINUTES.**

---

T. Chet Mann, Mayor

---

Vicki R. Cannady, Deputy City Clerk

## **MSD Expenditures FY 2020-2021**

### **Employee Training--\$300**

Regional Manager's Meeting and trainings for board members virtually

### **Printing--\$3000**

Trick or Treating  
 Holiday Open House  
 Small Business Saturday  
 Downtown Holiday Punchcards  
 Christmas Tree Lighting

### **Advertising--\$20,000**

Avenir Bold - website work  
 Hayes Group Consulting – strategic planning  
 Trick or Treating  
 Holiday Open House  
 Christmas Tree Lighting  
 Small Business Saturday  
 Creative Work with MSA

### **Dept Supplies--\$200**

Office Supplies

### **Holiday Supplies--\$5,000**

New Christmas Decorations

### **Contractual Services--\$57,829**

Web Hosting Fee  
 Bookkeeping Salary  
 Directors Salary  
 Waste Industries

### **Contractual Services- Events--\$5000**

Trick or Treating  
 Holiday Open House  
 Christmas Tree Lighting  
 Small Business Saturday

### **Dues--\$1,350**

National Main Street Center Dues  
 Chamber of Commerce Dues

### **Misc--\$1500**

### **Grants--\$20,000**

RISE Grant  
 Building Improvement Grant  
 COVID-19 Response Grant

### **Lee County Collection Fee--\$860**

### **NC Vehicle Tax Collection Fee--\$100**

**Postage--\$250**

**Board Liability Insurance--\$7,160**

Liquor Liability Policy

General Liability

Umbrella/Excess Liability

Workers Comp Sanford

Special Events Coverage



P.O. Box 3729  
Sanford, NC 27331-3729

(919) 777-1110  
FAX: (919) 775-8205  
Email: hal.hegwer@sanfordnc.net

---

**City of Sanford**

---

**Hal Hegwer**  
City Manager

**MEMORANDUM**

DATE: July 2, 2020

TO: Mayor and Sanford City Council members

FROM: Hal Hegwer, City Manager

SUBJECT: System Development Fees

Attached is a presentation from Council's May 12 Workshop that highlights the maximum cost justified for system development fees. This public hearing will allow for input on the possibility of setting a fee in the future. An ordinance will be required in the future to institute a fee.

# CITY OF SANFORD

## System Development Fees

MAY 12, 2020



City of Sanfr

## OBJECTIVE OF SYSTEM DEVELOPMENT FEES

Calculate fee that

**recovers cost to provide service  
capacity to new connections**

connecting to water and wastewater systems

RESTRICTED: Only allowed to use on capital projects

## BACKGROUND

- » Recovers cost of core system assets necessary to serve all customers
  - Reservoirs, treatment plants, storage tanks, transmission lines
  
- » Rational Nexus test requirements
  1. Need for the fee is a result of growth
  2. Amount of fee does not exceed cost to accommodate growth
  3. Funds collected earmarked for benefit of new customers
  
- » System Buy-in & Marginal Incremental Approaches
  - System Buy-in preferred methodology based on recent NC court rulings
  - Appropriate for systems with excess capacity to meet growth
  
- » Review & update every 3-5 years

## LARGER METER FEES

- » Total costs per ERU can be scaled based on meter flow capacity ratios
  - City may wish to retain option of an engineering analysis for meters 3" or larger

Meter Size	Capacity Ratio	Water	Wastewater	Combined
5/8" & 3/4"	1.00	\$ 1,060	\$ 1,785	\$ 2,845
1"	1.67	\$ 1,770	\$ 2,975	\$ 4,745
1.5"	3.33	\$ 3,540	\$ 5,945	\$ 9,485
2"	5.33	\$ 5,665	\$ 9,515	\$ 15,180
3"	10.67	\$ 11,330	\$ 19,030	\$ 30,360
4"	16.67	\$ 17,705	\$ 29,735	\$ 47,440
6"	33.33	\$ 35,410	\$ 59,475	\$ 94,885
8"	53.33	\$ 56,655	\$ 95,160	\$ 151,815
10"	76.67	\$ 81,440	\$ 136,790	\$ 218,230

## REGIONAL UTILITY COMPARISON

Utility	Fee Name	Water	Sewer
Harnett County	Capital Use Reserve (2)	\$ 900	\$ 1,000
Chatham County	Availability Fee (3)	\$ 3,500	-
Town of Cary	Development Fee (2)	\$ 1,805	\$ 2,118
OWASA	Service Availability Fee (2)	\$ 1,545	\$ 3,549
Fayetteville PWC	Facilities Investment Fees (3)	\$ 540	\$ 720
Holly Springs	Capacity Replacement Fees (3)(4)	\$ 4,500	\$ 4,500
Southern Pines	Impact Fee (3)	\$ 929	\$ 1,392
Greenville Utilities Commission	Capacity Fee (5)	\$ 394	\$ 510
<b>Sanford (calculated)</b>	<b>Capacity Fee (3)</b>	<b>\$ 1,060</b>	<b>\$ 1,785</b>

(1) Assumptions: 3/4" meter, 3-bedroom, 1,700 square feet, 0.5 acre lot.

(2) Assessed by square footage.

(3) Assessed by meter size.

(4) Also assess an acreage fee that is not included in the comparison.

(5) By meter size for existing service lines. Also assess an acreage fee for new developments.

## TIMELINE

- » Post information on City website for at least 45 days beginning May 15, 2020
  - During this time public can ask questions and provide feedback via email set up for this purpose : [systemdevelopmentfees@sanfordnc.net](mailto:systemdevelopmentfees@sanfordnc.net)
  - Public hearing would be scheduled for Council meeting to be held on July 7, 2020
  - Adoption of Ordinance in July 2020 – fee to be effective no earlier than January 1, 2021

**EXTENSION OF  
BOND ORDER AUTHORIZING THE ISSUANCE OF \$4,000,000  
GENERAL OBLIGATION GREENWAY BONDS  
OF THE CITY OF SANFORD, NORTH CAROLINA**

*WHEREAS*, on July 29, 2013, the City Council of the City of Sanford, North Carolina (the “*City Council*”) adopted a bond order (the “*Bond Order*”) authorizing \$4,000,000 General Obligation Greenway Bonds of the City of Sanford, North Carolina (the “*City*”) to pay the costs of acquiring and constructing greenways and trails, including providing related landscaping, lighting and other necessary accompaniments thereto, and acquiring land, rights-of-way and easements therefor, if necessary; and

*WHEREAS*, the Bond Order took effect upon its approval by the voters of the City at a referendum on September 10, 2013;

*WHEREAS*, as permitted by the Local Government Bond Act, the City applied to the Local Government Commission to extend the Bond Order from seven years to 10 years after September 10, 2013;

*WHEREAS*, the Local Government Commission formally entered an order approving the City’s request for a three-year extension of the Bond Order on July 7, 2020; and

*WHEREAS*, the City Council held a public hearing on July 7, 2020 on the question of whether the maximum time period for issuing bonds under the Bond Order should be extended from seven years to 10 years after September 10, 2013;

***NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF SANFORD, NORTH CAROLINA, AS FOLLOWS:***

*Section 1.* The maximum time period for issuing bonds under the Bond Order has been extended from seven years to 10 years after September 10, 2013.

*Section 2.* This order will take effect 30 days after its publication.

\_\_\_\_\_(SEAL)  
T. Chet Mann, Mayor

STATE OF NORTH CAROLINA            )  
COUNTY OF LEE                        )       SS:

I, *Vicki R. Cannady*, Deputy City Clerk of the City of Sanford, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of the order titled “**EXTENSION OF BOND ORDER AUTHORIZING THE ISSUANCE OF \$4,000,000 GENERAL OBLIGATION GREENWAY BONDS OF THE CITY OF SANFORD, NORTH CAROLINA**” adopted by the City Council of the City of Sanford, North Carolina at an electronic meeting held on the 7th day of July, 2020.

***IN WITNESS WHEREOF***, I have hereunto set my hand and affixed the seal of said City, this the 7th day of July, 2020.

(SEAL) \_\_\_\_\_  
Deputy City Clerk  
City of Sanford, North Carolina

**ORDINANCE  
 TERMINATING THE DEVELOPERS AGREEMENT  
 FOR WICKER AND TRIASSIC, LLC  
 BY MUTUAL CONSENT**

**BE IT ORDAINED**, by the Sanford City Council, regularly assembled in an electronic meeting on Office Suite HD, that:

1. The Developers Agreement dated May 2, 2017 and recorded in Deed Book 1465, Page 138 has been satisfied and the costs of installing the sewer line have been reimbursed in accordance with Article 2 Section D.3; and
2. The Mayor, Manager, City Clerk, and/or Deputy City Clerk are authorized to execute a termination agreement for recording at the Lee County Register of Deeds cancelling the Developers Agreement; and
3. From and after the effective date, the Developers Agreement is hereby terminated and of no further force and effect, and neither Owners nor City, nor any successors in interest, shall have any further obligation or liability to the other under the terms of the Developers Agreement.

Adopted this 7 day of July, 2020.

CITY OF SANFORD

BY: \_\_\_\_\_  
 T. Chet Mann, Mayor

ATTEST:

\_\_\_\_\_  
 Vicki Cannady, Deputy City Clerk

Instrument Prepared By: Brett T. Hanna, Nelson Mullins Riley & Scarborough, LLP, 4140 Parklake Ave., Suite 200, Raleigh, NC 27612.  
Return To: Susan C. Patterson, City Attorney, P.O. Box 3729, Sanford, NC 27331-3729. Brief Description for Index: 493.6+/- acres, located on US Highway 1 and north of Colon Road.

### **NOTICE OF TERMINATION OF DEVELOPMENT AGREEMENT**

THIS NOTICE OF TERMINATION OF DEVELOPER AGREEMENT (this “**Notice of Termination**”), is entered into, made effective and shall be recorded in the Office of the Lee County Register of Deeds as of this \_\_\_ day of July, 2020 (the “**Recording Date**”) between and among the City of Sanford, a North Carolina Municipal Corporation (“**City**”) and Neuseoco, LLC, a North Carolina limited liability company; QJH Real Estate, LLC, a North Carolina limited liability company; Sandra P. Wicker, Trustee under the Hobert D. Wicker and Sandra P. Wicker Joint Revocable Trust dated December 15, 2005; Linda B. Wicker; Jimmie Lee Thomas and wife, Judith S. Thomas; and Galvin’s Ridge Landco, LLC, a North Carolina limited liability Company; (hereinafter jointly referred to as the “**Owners**” and individual as an “**Owner**”).

#### WITNESSETH:

WHEREAS, The City and Owners’ predecessors in title entered into that certain Developer Agreement dated May 2, 2017, and recorded in Deed Book 1465, page 138, Lee County Registry (the “**Developer Agreement**”); and

WHEREAS, the Owners have reimbursed the City for the cost of installing the sewer in accordance with **Article 2, Section D.3.** of the Developer Agreement as of June 30, 2020; and

WHEREAS, the City and the Owners mutually consent to terminate the Developer Agreement in accordance with **Article 2, Section N.**, thereof; and

WHEREAS, the City Council has taken official action to show that it concurs with the termination of the Developer Agreement on July 7, 2020; and

WHEREAS, each Owner has duly resolved and authorized the termination of the Developer Agreement.

NOW, THEREFORE, City and Owners, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby mutually acknowledge and agree as follows:

1. The foregoing recitals are hereby incorporated in this Notice of Termination as if fully set forth in this **Section 1**.

2. The City and the Owners hereby acknowledge and agree that: (i) each party to the Developer Agreement has fully performed its obligations under and complied with the terms of the Developer Agreement; and (ii) the Owners are entitled to have the Developer Agreement terminated of record by the recording of this Notice of Termination.

3. On the date that is thirty (30) days after the Recording Date, the Developer Agreement shall be canceled and terminated, and shall be of no further force or effect; and neither party shall have any further obligations or liabilities under the terms of the Developer Agreement.

4. The City and Owners, on behalf of itself and its successors and assigns, hereby mutually agree to remise, release, and forever discharge the other party and its respective shareholders, members and partners, predecessors, affiliates, subsidiaries, successors and assigns, of and from all manner of actions, claims, demands or liabilities of any kind or nature, in law or in equity (“**Claims**”) which such party ever had, now have or hereafter can, shall or may have against the other party or its, assigns and successors hereafter arising out of or relating in any way to the Developer Agreement. In no event shall the foregoing be construed to limit, modify or otherwise affect the parties’ respective rights and obligations under the Asset Purchase Agreement.

5. This Notice of Termination will be binding upon the parties hereto and will inure to their respective successors, assigns, heirs and legal representatives.

6. This Notice of Termination may be executed in separate counterparts, each of which shall be an original and all of which shall be deemed to be one and the same instrument.

7. This Notice of Termination shall be governed and construed and enforced in accordance with the laws of the State of North Carolina.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, being duly authorized, the parties hereto set their hands and seals, and execute this Agreement, as of the date first above written.

City of Sanford

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

T. Chet Mann, Mayor

\_\_\_\_\_  
Vicki R. Cannady, Deputy City Clerk

State of North Carolina  
County of \_\_\_\_\_

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Vicki R. Cannady personally came before me this day and acknowledged that she is the Deputy City Clerk of the City of Sanford, North Carolina and acknowledged, on behalf of the City, the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

**IN WITNESS WHEREOF**, being duly authorized, the parties hereto set their hands and seals, and execute this Agreement, as of the date first above written.

Owner: Neuseoco, LLC

By: \_\_\_\_\_  
E. Stephen Stroud, Manager

State of North Carolina  
County of \_\_\_\_\_

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that E. Stephen Stroud personally came before me this day and acknowledged that he is the manager of Neuseoco, LLC and acknowledged, on behalf of the Neuseoco, LLC, the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

IN WITNESS WHEREOF, being duly authorized, the parties hereto set their hands and seals, and execute this Agreement, as of the date first above written.

QJH Real Estate, LLC

By: \_\_\_\_\_  
Dennis A. Wicker, Manager

State of North Carolina  
County of \_\_\_\_\_

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Dennis A. Wicker personally came before me this day and acknowledged that he is the manager of QJH Real Estate, LLC and acknowledged, on behalf of QJH Real Estate, LLC, the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

**IN WITNESS WHEREOF**, being duly authorized, the parties hereto set their hands and seals, and execute this Agreement, as of the date first above written.

\_\_\_\_\_(SEAL)  
Sandra P. Wicker, Trustee  
under the Hobert D. Wicker and  
Sandra P. Wicker Joint Revocable Trust  
Dated December 15, 2005

State of North Carolina  
County of \_\_\_\_\_

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Sandra P. Wicker, Trustee under the Hobert D. Wicker and Sandra P. Wicker Joint Revocable trust, dated December 15, 2005, personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

**IN WITNESS WHEREOF**, being duly authorized, the parties hereto set their hands and seals, and execute this Agreement, as of the date first above written.

\_\_\_\_\_(SEAL)  
Linda B. Wicker

State of North Carolina  
County of \_\_\_\_\_

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Linda B. Wicker, personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

**IN WITNESS WHEREOF**, being duly authorized, the parties hereto set their hands and seals, and execute this Agreement, as of the date first above written.

\_\_\_\_\_(SEAL)  
Jimmie Lee Thomas

\_\_\_\_\_(SEAL)  
Judith S. Thomas

State of North Carolina  
County of \_\_\_\_\_

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Jimmie Lee Thomas and his wife, Judith S. Thomas, personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

**IN WITNESS WHEREOF**, being duly authorized, the parties hereto set their hands and seals, and execute this Agreement, as of the date first above written.

Owner: Galvin’s Ridge Landco, LLC

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

State of North Carolina  
County of \_\_\_\_\_

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he is the manager of Galvin’s Ridge Landco, LLC and acknowledged, on behalf of the Galvin’s Ridge Landco, LLC, the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

FILED  
LEE COUNTY NC  
PAMELA G. BRITT  
REGISTER OF DEEDS

FILED	Jul 14, 2017
AT	02:49:55 pm
BOOK	01465
START PAGE	0138
END PAGE	0161
INSTRUMENT #	04163
EXCISE TAX	(None)

Instrument Prepared By & Return to: Susan C. Patterson, City Attorney, P.O. Box 3729, Sanford, NC 27331-3729  
Brief Description for Index: 493.6+/- acres, located on US Highway 1 and north of Colon Road

STATE OF NORTH CAROLINA

DEVELOPER AGREEMENT  
FOR WICKER AND TRIASSIC, LLC

COUNTY OF LEE

This Developer Agreement (Agreement) made this 2nd day of May 2017, by and between the City of Sanford, a North Carolina Municipal Corporation (City) and Triassic, LLC, a North Carolina Limited Liability Company; and Hobert D. Wicker and Sandra P. Wicker, Trustees, or successor Trustees, under the Hobert D. Wicker and Sandra P. Wicker Joint Revocable Trust, dated the 15<sup>th</sup> day of December 2005; Linda Ball Wicker, widow and Jimmie Lee Thomas and his wife, Judith S. Thomas, (hereinafter jointly referred to as the Owner, unless otherwise named individually in the Agreement) their successors and assigns.

WITNESSETH:

WHEREAS, Owner has assembled certain tracts of real estate (property) consisting of 493.6+/- acres, which were annexed into the City of Sanford on April 18, 2017, for the purpose of development of a Class A Commercial/Industrial/Manufacturing Enterprise Park or other economic development activity to aid in the economic development of the City of Sanford (Project); and

WHEREAS, said property, consisting of multiple parcels, is located on U.S. Highway 1, and north of Colon Road, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Owner intends to promote and market the property for the development of an industrial/manufacturing site to facilitate the location of business and industry or other economic development activity within the City of Sanford; and

WHEREAS, the Owner believes that the development of such industrial/manufacturing site or other economic development activity can serve as an economic engine that will ultimately provide a competitive economic development product into the market place, enabling our community to compete for top commercial, industrial, manufacturing, office, and distribution projects, for the benefit of the City of Sanford; and

WHEREAS, the Owner has made a substantial investment in acquiring the property and in obtaining site certification from the State of North Carolina Economic Development Program and will engage in activity to promote and market the site for industrial/manufacturing or other economic development activity, including but not limited to, cooperating with Central Carolina Enterprise Park, LLC (CCEP) and the City, with the primary intent to attract new jobs, retain existing jobs, and increase tax base to the City for economic development purposes; and

WHEREAS, on May 2, 2017, the property was zoned by the City as Central Carolina Enterprise Park - Triassic Conditional Zoning District and is subject to the development requirements under the Conditional Zoning and the Sanford Unified Development Ordinance (UDO) for certain permitted uses described in Phase I and Phase II of Exhibit B, attached hereto and incorporated into this Agreement by reference; and the Owner seeks assurances in this Agreement from the City that the City will invest in the project by providing certain infrastructure improvements as stated herein and that the development standards, ordinances,

policies and procedures applicable to the property remain stable through the extended period of the development; and

WHEREAS, the City acknowledges that such a facility will bring direct and indirect benefits to the City, including job creation, increase in ad valorem tax base, economic diversification, and stimulus, and is therefore willing to provide public sewer to the site; and

WHEREAS, the City is authorized to enter into this Agreement pursuant to North Carolina General Statutes 160A-16, 160A- 400.20 *et seq* and may carry out the public purpose set forth herein pursuant to NCGS 160A-20.1 and the Sanford City Council has determined that it is in the best interest of the City to do so.

NOW, THEREFORE, in consideration of the commitments contained in this Agreement, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Owner, intending to be legally bound, do hereby agree as follows:

#### Article 1:

##### Section 1. Definitions:

- A. CCEP:** CCEP shall mean Central Carolina Enterprise Park, LLC, a North Carolina limited liability corporation with Kirk Bradley as the manager.
- B. City:** City shall mean the City of Sanford.
- C. City Council:** City Council shall mean the governing body of the City of Sanford.
- D. Developer:** Developer shall mean any person or corporation that seeks to make improvements to the property. This may or may not include an Owner.
- E. Owner:** shall mean Triassic, LLC, Hobert D. Wicker and wife, Sandra P. Wicker, Trustees, Linda Ball Wicker, and Jimmie Lee Thomas and his wife, Judith S. Thomas, their successors and assigns.
- F. UDO:** UDO shall mean the Unified Development Ordinance for Lee County, City of Sanford and Town of Broadway, containing the land use ordinance applicable to development.
- G. Property is Sold:** shall mean when Owner, as Seller, completes conveying, assigning and transferring all their right, title and interest in and to all the property or a portion of the property to a Buyer for valuable consideration.
- H. "Development"** – Shall include all (or a portion) of the subject property that contains a building or structure for the purposes of conducting operations and/or functions of an allowable land use(s) as set forth in Article 2 (C) of this document. This definition shall also include all land area set aside for improvements or activities associated with the allowed land use including but not limited to vehicular parking areas and access ways, storage areas, accessory structures and equipment fencing/screening/vegetative buffers or berms, drainage/environmental mitigation improvement areas, and green space/campus lawn areas. This may also include a portion on undisturbed land (up to a maximum of 10% of the total land area in the development) that is set aside for the purposes of environmental protection or future expansion area.

## Article 2:

- A. Legal Description; Property Owners:** A map and the legal description of the property and the names of its legal and equitable property owners are contained in Exhibit A, which is attached hereto and incorporated herein by reference. The City and Owner acknowledge and agree that the size of the property exceeds 25 acres of developable property (exclusive of wetlands, mandatory buffers, unbuildable sites, and other portions of the property which are precluded from Development as of the date herein).
- B. Duration:** Unless sooner terminated as provided herein, the duration of this Agreement shall be for ten (10) years (initial term). After the initial ten (10) year term, the parties may extend the duration period for one additional ten (10) year term, by mutual agreement. If there is a change in local jurisdiction of the subject property, this agreement shall remain in full force and effect for its remaining duration.
- C. Permitted Uses of Property:** On May 2, 2017, the City zoned the property Triassic Conditional Zoning District and it is subject to the development requirements under the UDO and the Conditional Zoning for permitted uses described in Phase I and Phase II of Exhibit B, attached hereto and incorporated into this Agreement by reference. As of the date of execution of this Agreement, the property shall be subject to the Phase I permitted uses described in Exhibit B, during which time Owner shall engage in activities to promote and market the property for a large industrial/manufacturing user or users and will cooperate with CCEP in promoting and marketing the property as part of Central Carolina Enterprise Park. In the event none or not all of the property is sold by Owner as of 12:01 a.m. on January 1, 2020, the property shall thereafter be automatically subject to the additional Phase II permitted uses described in Exhibit B.
- D. Infrastructure: Easement, Reimbursement, Option to Purchase by City -**  
The parties acknowledge and agree to the following for promoting and marketing the property as a site to attract an industrial /manufacturing facility or for other economic development activities and to incentivize the parties to promote and market the property for such purposes:
- 1. Infrastructure; Estimated Cost:** The City shall, within twelve (12) months from the date of this agreement, or a reasonable time thereafter, acknowledging that weather, labor or other reasonable delays, may be inevitable, such reasonable delays being no more than 180 days later, construct and install at its sole expense a fully operational sewer line to the property. The estimated cost of installing the sewer line is \$1 million dollars.
  - 2. Easements:** Owner shall grant to the City, at no cost, any and all easements for sewer installation to and through the property.
  - 3. Reimbursement:** The following determines whether or not Owner, jointly or individually, shall reimburse the City for the cost of installing the sewer line:

**(a) Phase I.** In the event Owner, or their successor in interest, if any, has developed at least 40% of the property (144 acres) for a Phase I Primary permitted use or a Phase I Primary permitted uses, within ten (10) years from the execution of this Agreement, Owner, or their successor in interest, if any, shall not reimburse the City for any cost of installing the sewer to the property. For the purposes of this agreement, compliance with the term “developed” shall require acquisition of an active and valid Building Permit for the duration of the construction of the development. Release from the requirements of reimbursement shall be granted upon issuance of a final Certificate of Occupancy (C.O.) if it is determined by all parties that the 40% developed requirement has been met. For a phased development (i.e. one having multiple building permits over a multi-year timeline), the developer shall submit a phasing plan to the City to indicate the proportionate share of the land that will be developed in each phase. The issuance of the final C.O. for each phase will reduce the proportionate share until such time that the full 40% developed threshold is met. It is further expressly understood and agreed that at such time as Triassic, LLC, and/or Hobert D. Wicker and Sandra P. Wicker, Trustees under the Hobert D. Wicker and Sandra P. Wicker Joint Revocable Trust, and/or Linda Ball Wicker, and/or Jimmie Lee Thomas and his wife, Judith S. Thomas, completes, conveying, assigning and transferring all its/their right, title and interest in at least 40% (144 acres) of the property to a Buyer or Buyers for a Phase I Primary permitted use or Primary permitted uses for valuable consideration that Triassic, LLC, and/or Hobert D. Wicker and Sandra P. Wicker, Trustees under the Hobert D. Wicker and Sandra P. Wicker Joint Revocable Trust, and/or Linda Ball Wicker, and/or Jimmie Lee Thomas and his wife, Judith S. Thomas, shall be fully released and shall have no obligation of any kind to reimburse the City for any cost of installing the sewer to the property.

**(b) Phase II.** In the event Owner, or their successor in interest, if any, has not developed at least 40% of the property (144 acres) as contemplated in D.1.(a) above, and in the event any of the property is sold for a Phase II permitted use or Phase II permitted uses, within ten (10) years from the execution of this Agreement, Owner shall reimburse the City for the total cost of installing the sewer when the property is sold in proportion to the proceeds received by such Owner, individually, to the total purchase price of the property sold for such Phase II permitted use or Phase II permitted uses.

**For example,** assume that less than 40% of the property was sold for a Phase I permitted use or Phase I permitted uses within 10 years of the execution of the Agreement, but was sold for Phase II uses. Assume also that Owner, individually, Triassic, LLC, received 40% of the purchase price of the property sold for a Phase II use, Owner, Hobert D. Wicker and Sandra P. Wicker, Trustees, received 20% of the purchase price of the property sold for a Phase II use, Owner, Linda Ball Wicker received 20% of the purchase price of the property sold for a Phase II use, and Owner, individually,

Jimmie Lee Thomas and his wife, Judith S. Thomas received 20% of the purchase price of the property sold for a Phase II permitted use or Phase II permitted uses within ten (10) years from the date of the execution of this Agreement by the parties. When the property is sold, Owner, individually, Triassic, LLC, shall reimburse the City for 40% of \$1 million, Owner, Hobert D. Wicker and Sandra P. Wicker, Trustees, shall reimburse the City 20% of \$1 million, Owner, individually, Linda Ball Wicker shall reimburse the City 20% of the \$1 million, and Owner, individually, Jimmie Lee Thomas and his wife, Judith S. Thomas shall reimburse the City 20% of \$1 million, or \$400,000.00, \$200,000.00, \$200,000.00, and \$200,000.00, respectively, for the cost of installing the sewer line.

**For another example,** making the same assumptions, Owner, individually, Triassic, LLC, received 50% of the purchase price of the property sold, Owner, Hobert D. Wicker and Sandra P. Wicker, Trustees, received 0% of the purchase price of the property sold, Owner, individually, Linda Ball Wicker received 0% of the purchase price of the property sold, and Owner, individually, Jimmie Lee Thomas and his wife, Judith S. Thomas received 50% of the purchase price of the property sold for a Phase II permitted use or Phase II permitted uses within ten (10) years from the date of the execution of this Agreement by the parties. When the property is sold, Owner, individually, Triassic, LLC, shall reimburse the City 50% of \$1 million, Owner, Hobert D. Wicker and Sandra P. Wicker, Trustees, shall reimburse the City for 0% of \$1 million, Owner, individually, Linda Ball Wicker shall reimburse the City of 0% of the \$1 million, and Owner, individually, Jimmie Lee Thomas and his wife, Judith S. Thomas shall reimburse the City for 50% of \$1 million, or \$500,000.00, \$0, \$0, and \$500,000.00, respectively, for the cost of installing the sewer line.

- (c) Option to Purchase Granted to City.** In the event less than 40% of the property has been developed for a Phase I Primary permitted use or a Phase I Primary permitted uses, and in the event none of the property was sold for a Phase II permitted use or a Phase II permitted uses, within nine (9) years and ten (10) months from the date of execution of this Agreement, Owner shall grant City a sixty (60) day option to purchase all of the unsold property for a purchase price amounting to the fair market value of the unsold property at the time the City elects to exercise this option, minus the cost of installing the sewer. The sixty (60) day option period granted to the City shall begin nine (9) years and ten (10) months from the date of the execution of this Agreement. City shall provide Owner with written notice of its intent to exercise such option as provided in paragraph 1 of this Agreement.

In the event that the parties to this Agreement cannot agree on the fair market value of the unsold property, fair market value shall be determined by each party selecting a licensed commercial real estate appraiser and the two selected appraisers shall select a third licensed commercial real estate appraiser, with each appraiser

preparing a current fair market value appraisal and the three appraisals being averaged to derive the fair market value of the purchase price. The parties to this Agreement shall equally share the cost of the appraisals.

City shall have 180 days to close on the option to purchase the property from the date it gives notice that it is exercising this option. In the event the City fails to exercise the option to purchase the property within the sixty (60) day option period, or timely to close on the option to purchase the property as provided above, Owners shall not be liable to the City for reimbursement of installing the sewer on the property and this Agreement shall terminate. Notice by the City of its intent to exercise this option or timely to close on the option to purchase the property as provided above, shall be sent to the Owner as provided in paragraph I of this Agreement.

**(d)Limit of Reimbursement.** The total amount of reimbursement by Owner to City hereunder shall not exceed the estimated cost of \$1 million for the sewer installation, as provided in this paragraph D.

- E. Current land use:** Owners declare and City acknowledges that the land is currently under an ad-valorem tax deferral program, administered by the North Carolina Department of Revenue under NCGS 105-277.2 et. seq.
- F. Permitting:** City shall obtain any permits necessary for sewer installation to the site. Owner/Developer shall obtain any permits for all other development of the site. Owner agrees that as the site develops, Developer shall submit plans and seek approvals for any improvements upon the site in accordance with City's normal development process, including, but not limited to submission of improvement plans, specifications, preliminary and final plats, plats showing phases of development, technical review committee, building permits, etc. In addition, if the property is developed for residential uses, Developer shall submit a site specific development plan to City Council for approval as a modification to the Conditional Zoning.
- G. Compliance with Laws:** In performing the respective obligations under this Agreement, the City and Owner shall each comply with all federal, state, and municipal laws, ordinances, and regulations. The parties understand and acknowledge that the Sanford Unified Development Ordinance, Subdivision Ordinance, and all other development standards, ordinances, policies and procedures applicable to land development and construction, on the date of adoption, apply unless amended by mutual action of the Parties, including official action of the Sanford City Council when required by law. It is the intent of the Parties to assure the Owner that the existing regulations will remain in place for the duration of this Agreement, but to also allow for amendments to accommodate flexibility and any later developed plans.
- H. Major Modification or Cancellation:** The parties hereto may modify or cancel the agreement at any time by mutual consent. Any modification to this Agreement shall be considered by the Sanford City Council upon the same notice and public hearing as is required for initial approval. Any modification is not enforceable against the

City unless it is signed by the Mayor, or the City Manager or his designee and recorded in the Lee County Register of Deeds.

- I. Notice:** Any notice given pursuant to the Agreement shall be deemed given if, (a) such notice is in writing, and (b) such notice is sent by personal service or Certified United States Mail, return receipt requested and addressed to each of the following:

City of Sanford  
 Attn: City Manager  
 P.O. Box 3729  
 Sanford, N.C. 27331-3729  
 919 777 1110  
[Hal.hegwer@sanfordnc.net](mailto:Hal.hegwer@sanfordnc.net)  
 Or successor

Owner  
 Triassic, LLC  
 ATTN: E. Stephen Stroud  
 5121 Kingdom Way, Suite 200  
 Raleigh, NC 27607  
 919 832 0594  
[sstroud@naicarolantic.com](mailto:sstroud@naicarolantic.com)

ATTN: Dennis Wicker  
 GlenLake One, Suite 200  
 4140 Parklake Avenue  
 Raleigh, NC 27612  
[Dennis.wicker@nelsonmullins.com](mailto:Dennis.wicker@nelsonmullins.com)

Hobert D. Wicker and  
 Sandra P. Wicker, Trustees  
 4564 Colon Road  
 Sanford, NC 27330  
 919-775-1146

Linda Ball Wicker  
 4616 Colon Road  
 Sanford, NC 27330  
 919-776-1080

Jimmie Lee Thomas and his wife,  
 Judith S. Thomas  
 4416 Colon Road  
[Sanford, NC 27330](mailto:Sanford, NC 27330)

Either party hereto may change its address for the service of Notice hereunder by delivering written notice of said change to the other party hereunder, at least ten (10) days prior to the effective date of such change.

- J. Choice of Law and Forum:** This Agreement shall be governed, interpreted, and construed under the laws of the State of North Carolina without regard to conflicts of law principles. The parties agree that they will use good faith efforts to resolve any dispute or other matter concerning this Agreement, and if unresolved, agree that the North Carolina General Court of Justice in Lee County, N.C. shall be the exclusive forum and venue for all actions arising out of the Agreement. The parties agree that is Agreement may be enforced by specific performance.
- K. Assignment:** Owner shall be entitled to assign any of their right, title, interest, and duties under this Agreement to any third party as assignee, successor or related entity

or individual. Any assignee or successor in interest or subsequent owner or developer shall comply with and be bound by the duties and terms of this Agreement, which Owner shall include on the transfer of any deed to all or to a portion of the property, and the subsequent owner shall become a party hereto. The burdens of the Agreement are binding upon and the benefits of the Agreement shall inure to, all successors in interest to the parties to the agreement. The ten (10) year development/sale provision described in 3(a) and (b) begin with the execution of this agreement and such time limitation shall be applicable to any third party as assignee, successor, related entity or individual or subsequent purchaser.

- L. Iran Divestment Act:** In accordance with North Carolina General Law, Owner certifies that it is not now and has never been contained on the list compiled with the North Carolina Department of Revenue of companies with substantial investment in Iran.
- M. Authority:** Owner and City each represent to the other that they have the authority to enter into this Agreement and that entry into this Agreement will not violate any other agreement to which it is a party.
- N. Termination:** Unless extended as provided herein, this Agreement shall automatically terminate on the expiration of the initial term of this Agreement; or it may be terminated earlier by mutual consent of the parties upon a duly authorized resolution of the Owner, and an official action of the City Council concurring in the termination, effective thirty (30) days after recording of a notice of termination in the Lee County Register of Deeds office. Further, if Owner is in breach of any term of this Agreement it becomes insolvent or declares bankruptcy, or is found to have made a material misrepresentation, City, at its option may terminate this agreement unilaterally; may give notice of breach and an opportunity to cure and if not satisfactorily cured within a reasonable time, City may unilaterally terminate; or Owner may terminate this contract and reimburse City for the cost of the public infrastructure installed in the Project.
- O. Breach:** If either party fails to comply with any term of this Agreement, the failure of which is not waived in writing, or becomes insolvent or declares bankruptcy or is found to have made a material misrepresentation, it shall constitute breach and the other party shall be entitled to damages, including but not limited to, the value of the public infrastructure installed, and shall be recoverable in an action at law or in equity in the General Court of Justice. Each party shall also be entitled to have the other specifically perform each obligation provided for herein, including, but not limited to, the timely installation of sewer service. The right to have the obligations imposed by this Agreement specifically performed shall apply even if either party has other adequate remedies at law to enforce their respective rights under the Agreement.
- P. Severability:** If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions. The parties hereto agree that if any provision of this Agreement is judicially determined to be invalid because it is inconsistent with a provision of state or federal law, the Agreement shall be amended to the extent necessary to make it consistent with state or federal law, and balance of the Agreement shall remain in full force and effect.



IN WITNESS WHEREOF, being duly authorized, the parties hereto set their hands and execute this Agreement, as of the date first above written.

City of Sanford

By T. Chet Mann

T. Chet Mann, Mayor

Bonnie Davis

Bonnie Davis, City Clerk

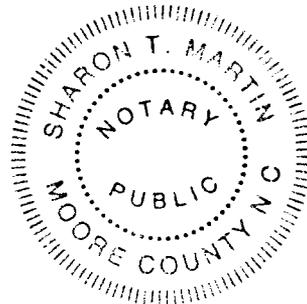
State of North Carolina  
County of Moore

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Bonnie Davis personally came before me this day and acknowledged that she is the City Clerk of the City of Sanford, N.C. and acknowledged, on behalf of the City, the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, the 2 day of May 2017.

Sharon T. Martin  
Notary Public Sharon T. Martin

My Commission expires: 06-06-2019



IN WITNESS WHEREOF, being duly authorized, the parties hereto set their hands and seals, and execute this Agreement, as of the date first above written.

Owner: Triassic, LLC

By: *E. Stephen Stroud*

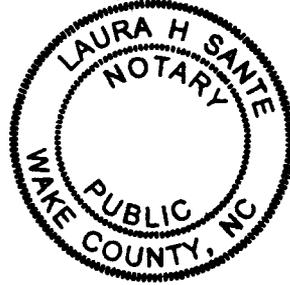
E. Stephen Stroud, Manager

State of North Carolina  
County of Wake

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that E. Stephen Stroud personally came before me this day and acknowledged that he is the Manager of Triassic, LLC and acknowledged, on behalf of Triassic, LLC, the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, the 9<sup>th</sup> day of May 2017.

*Laura H Sante*  
Notary Public



My Commission expires: 10-25-2020

IN WITNESS WHEREOF, being duly authorized, the parties hereto set their hands and seals, and execute this Agreement, as of the date first above written.

Robert D. Wicker (SEAL)  
Robert D. Wicker, Trustee

Sandra P. Wicker (SEAL)  
Sandra P. Wicker, Trustee

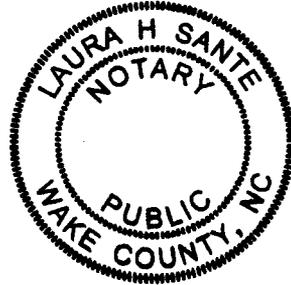
State of North Carolina  
County of Wake

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Robert D. Wicker and Sandra P. Wicker, Trustees, under the Robert D. Wicker and Sandra P. Wicker Joint Revocable Trust, dated the 15<sup>th</sup> day of December 2005, personally came before me this day and acknowledged, the execution of the foregoing instrument.

Witness my hand and official stamp or seal, the 11<sup>th</sup> day of May 2017.

Laura H. Sante  
Notary Public

My Commission expires: 10-25-2020



IN WITNESS WHEREOF, being duly authorized, the parties hereto set their hands and seals, and execute this Agreement, as of the date first above written.

*Linda Ball Wicker*  
(SEAL)  
Linda Ball Wicker, widow

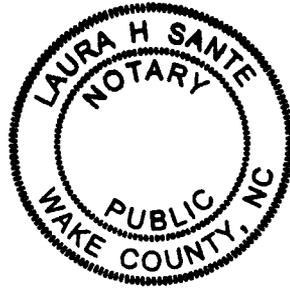
State of North Carolina  
County of Wake

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Linda Ball Wicker, widow, personally came before me this day and acknowledged, the execution of the foregoing instrument.

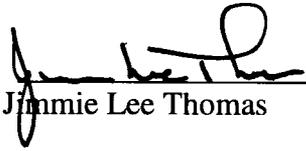
Witness my hand and official stamp or seal, the 17<sup>th</sup> day of May 2017.

*Laura H. Sante*  
Notary Public

My Commission expires: 10-25-2020



IN WITNESS WHEREOF, being duly authorized, the parties hereto set their hands and seals, and execute this Agreement, as of the date first above written.

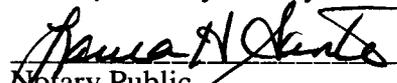
 (SEAL)  
Jimmie Lee Thomas

 (SEAL)  
Judith S. Thomas

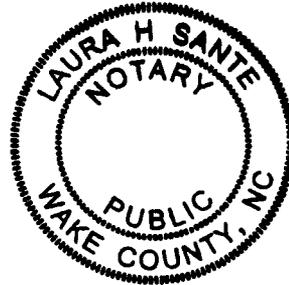
State of North Carolina  
County of Wake

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Jimmie Lee Thomas and his wife, Judith S. Thomas, personally came before me this day and acknowledged, the execution of the foregoing instrument.

Witness my hand and official stamp or seal, the 11<sup>th</sup> day of May 2017.

  
Notary Public

My Commission expires: 10-25-2020



## Exhibit A

## Property description, map and

## Owners:

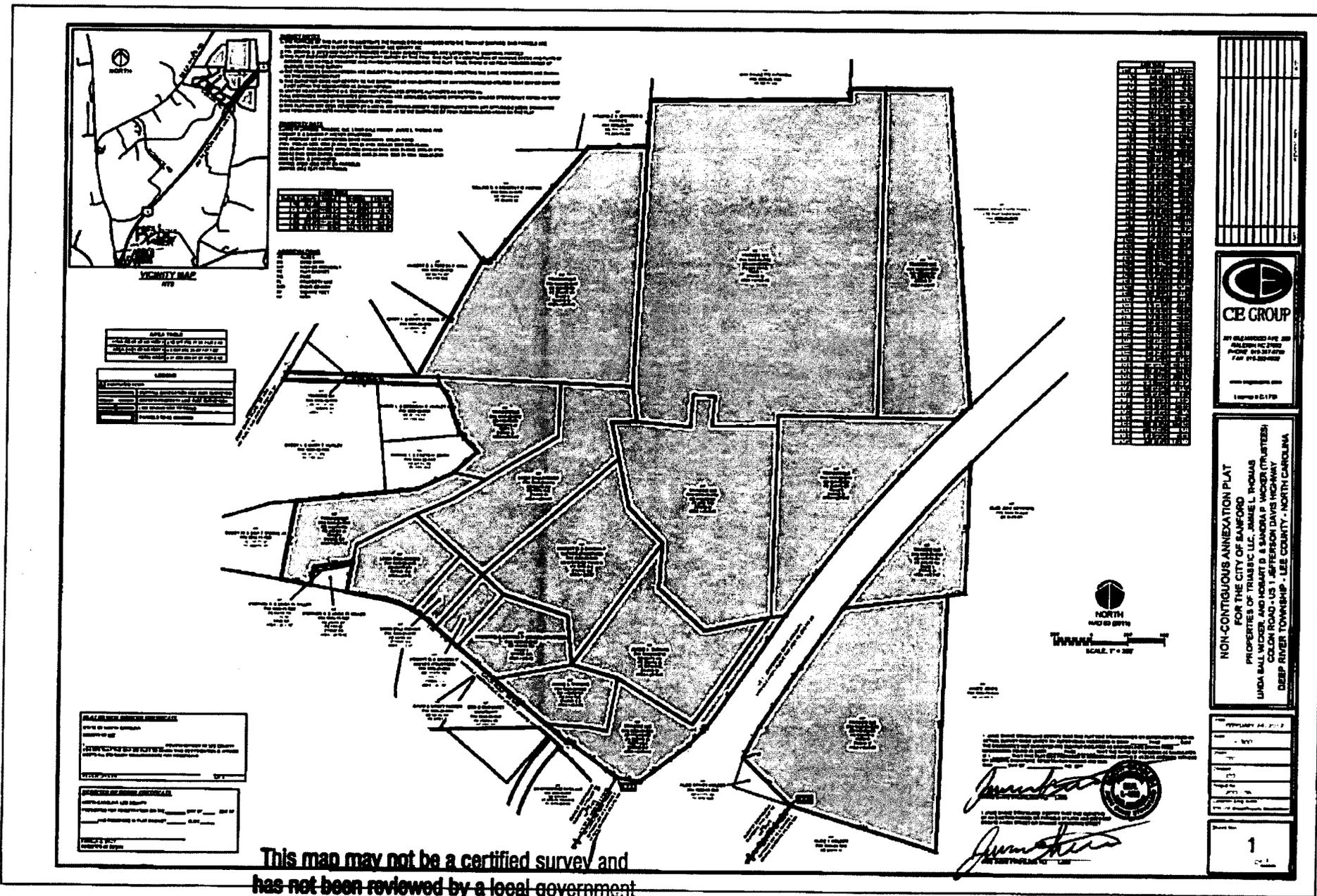
Triassic, LLC  
ATTN: E. Stephen Stroud  
5121 Kingdom Way, Suite 200  
Raleigh, NC 27607  
919 832 0594  
[sstroud@naicarolantic.com](mailto:sstroud@naicarolantic.com)

ATTN: Dennis Wicker  
GlenLake One, Suite 200  
4140 Parklake Avenue  
Raleigh, NC 27612  
[Dennis.wicker@nelsonmullins.com](mailto:Dennis.wicker@nelsonmullins.com)

Hobert D. Wicker and  
Sandra P. Wicker, Trustees or successor Trustees, under the  
Hobert D. Wicker and Sandra P. Wicker Joint Revocable Trust,  
dated the 15<sup>th</sup> day of December 2005  
4564 Colon Road  
Sanford, NC 27330  
919-775-1146

Linda Ball Wicker  
4616 Colon Road  
Sanford, NC 27330  
919-776-1080

Jimmie Lee Thomas and his wife,  
Judith S. Thomas  
4416 Colon Road  
Sanford, NC 27330



**This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.**

**Exhibit A**

**Land Description - TRIASSIC ANNEXATION  
TRIASSIC PROPERTY BETWEEN NORTH OF COLON & WEST OF US 1**

Being the outer extents of all of those properties described in Deed Book 104 Page 496, Deed Book 469 Page 674, Deed Book 824 Page 460, Deed Book 1010 Page 756, Deed Book 1031 Page 196, Deed Book 1035 Page 250, Deed Book 1082 Page 708, Deed Book 1132 Page 617, Deed Book 1132 Page 636, & Deed Book 1132 Page 648 and being shown on Plat Cabinet 8 Page 73-E, Plat Cabinet 8 Page 79-D, Plat Cabinet 10 Page 11-E, Plat Cabinet 2006 Page 101, Plat Cabinet 2006 Page 124, Plat Cabinet 2007 Page 81, & Plat Cabinet 2008 Page 24, containing a combined area of 426.5 acres, more or less, said area being more particularly described as follows:

**Note:** Bearings and distances on annexation plat are adjusted to make the adjoining property lines match.

Commencing at a computed point, being the rear property corner between lots 18 & 19 of Devroe Meadows as recorded in Plat Cabinet 9 Page 100, which is the closest contiguous municipal city limit point to this subject property; thence N 31°03'18" E a distance of 12370.53' to the Point of Beginning.

Beginning at a point in the northern Right of Way of Colon Road and the western Right of Way of US 1, said point being known as the **point of beginning**; thence along the right of way of US 1 (Jefferson Davis Highway) the following 10 courses, S 79°37'03" E a distance of 191.83' to a point; thence N 52°51'57" E a distance of 308.50' to a point; thence N 51°35'54" E a distance of 192.01' to a point; thence N 44°26'08" E a distance of 165.14' to a point; thence N 44°35'19" E a distance of 38.04' to a point; thence N 35°26'42" E a distance of 644.62' to a point; thence N 34°14'08" E a distance of 480.15' to a point; thence with a curve turning to the right with an arc length of 852.28', with a radius of 11398.37', with a chord bearing of N 37°28'34" E, with a chord length of 852.08', to a point; thence with a compound curve turning to the right with an arc length of 1271.44', with a radius of 11398.37', with a chord bearing of N 42°48'50" E, with a chord length of 1270.78', to a point; thence N 45°52'49" E a distance of 151.66' to a point, a common corner with Bridge Road Farm Family LTD Partnership; thence leaving said right of way N 04°17'34" W a distance of 2589.59' to a point; thence N 89°43'23" W a distance of 534.34' to a point; thence S 89°47'32" W a distance of 291.12' to a point, a common corner with Gay Paulette Mitchell; thence S 01°01'48" W a distance of 88.55' to a point; thence S 89°31'01" W a distance of 1635.59' to a point a common corner with William J. & Jennifer R. Parries; thence S 03°10'36" W a distance of 381.88' to a point; thence S 88°56'29" W a distance of 490.06' to a point, a common corner with William D. & Kimberly C. Harris; thence S 40°41'54" W a distance of 868.84' to a point; thence S 38°29'27" W a distance of 324.82' to a point; thence S 64°13'41" W a distance of 85.48' to a point; thence N 38°55'49" W a distance of 21.60' to a point, a common corner with Hubert E. & Teresa P. Wall; thence S 28°57'02" W a distance of 1080.72' to a point in the northern margin of Perry Pond Road (Plat Book 2006 Page 101); thence along said easement N 88°30'20" W a distance of 1049.14' to a point in the eastern right of way of Deep River

Road (SR 1466); thence along said right of way the following 2 courses, N 89°17'18" W a distance of 9.72' to a point; thence S 30°54'59" W a distance of 68.90' to a point; thence leaving said right of way S 88°30'30" E a distance of 1283.11' to a point, a common corner with Bobby L. & Deborah R. Hurley II; thence S 35°39'03" E a distance of 136.11' to a point; thence S 14°25'32" E a distance of 136.21' to a point; thence S 20°28'38" E a distance of 151.71' to a point; thence S 37°53'33" E a distance of 69.99' to a point; thence S 44°44'07" E a distance of 148.62' to a point; thence S 48°03'08" W a distance of 260.41' to a point; thence S 65°49'19" W a distance of 331.96' to a point; thence S 83°51'17" W a distance of 265.95' to a point; thence S 83°49'20" W a distance of 723.55' to a point, a common corner with Bobby W. & Lisa T. Moore Jr; thence S 10°27'43" W a distance of 649.00' to a point in the eastern right of way of Colon Road (SR 1415); thence with said right of way S 79°32'05" E a distance of 251.06' to a point; thence leaving said right of way N 10°30'02" E a distance of 147.95' to a point; thence N 81°20'57" E a distance of 317.54' to a point; thence S 10°27'55" W a distance of 252.00' to a point in the eastern right of way of Colon Road (SR 1415); thence along said right of way the following 15 courses, S 79°41'51" E a distance of 258.82' to a point; thence S 78°15'15" E a distance of 100.00' to a point; thence S 72°59'15" E a distance of 100.00' to a point; thence S 64°44'15" E a distance of 100.00' to a point; thence S 58°28'15" E a distance of 100.00' to a point; thence S 52°17'15" E a distance of 100.00' to a point; thence S 48°47'15" E a distance of 40.00' to a point; thence S 49°22'15" E a distance of 240.00' to a point; thence S 49°21'46" E a distance of 400.03' to a point; thence S 49°32'59" E a distance of 567.50' to a point; thence S 49°45'35" E a distance of 228.63' to a point; thence N 40°39'54" E a distance of 20.02' to a point; thence S 49°48'56" E a distance of 70.84' to a point; thence S 53°30'20" E a distance of 331.66' to a point; thence S 53°46'48" E a distance of 101.78' to the **point and place of beginning**, having an area of 18,577,710.71 Square Feet, 426.5 Acres more or less.

**Exhibit A**

**Land Description - TRIASSIC ANNEXATION  
TRIASSIC PROPERTY BETWEEN NORTH OF COLON & EAST OF US 1**

Being the outer extents of all of those properties described in Deed Book 1035 Page 250, & Deed Book 1188 Page 405 and being shown on Plat Cabinet 2006 Page 124 & Plat Cabinet 2008 Page 24, containing a combined area of 67.1 acres, more or less, said area being more particularly described as follows:

**Note:** Bearings and distances on annexation plat are adjusted to make the adjoining property lines match.

Commencing at a computed point, being the rear property corner between lots 18 & 19 of Devroe Meadows as recorded in Plat Cabinet 9 Page 100, which is the closest contiguous municipal city limit point to this subject property; thence N 36°58'59" E a distance of 12994.41' to the Point of Beginning.

Beginning at a point, a common corner with Alice J. Holder & Alice Spivey Holder, said point being known as the **point of beginning**; thence N 45°41'47" W a distance of 547.10' to a point; thence N 45°41'47" W a distance of 6.00' to a point in the eastern Right of Way of US 1 (Jefferson Davis Highway); thence along said right of way the following 7 courses, with a curve turning to the right with an arc length of 68.56', with a radius of 1200.00', with a chord bearing of N 22°09'00" E, with a chord length of 68.55', to a point; thence N 28°22'31" E a distance of 222.01' to a point; thence N 33°30'24" E a distance of 389.64' to a point; thence N 33°46'24" E a distance of 198.72' to a point; thence N 35°30'19" E a distance of 589.99' to a point; thence with a curve turning to the right with an arc length of 503.24', with a radius of 11134.69', with a chord bearing of N 38°16'33" E, with a chord length of 503.20', to a point; thence with a compound curve turning to the right with an arc length of 1070.37', with a radius of 11134.69', with a chord bearing of N 42°19'19" E, with a chord length of 1069.96', to a point, a common corner with Eliza Jane Seymore; thence leaving said right of way S 01°41'17" W a distance of 1057.86' to a point; thence S 82°28'21" W a distance of 142.46' to a point; thence S 01°50'13" W a distance of 2095.92' to a point a common corner with Janice Jones & Alice J. Holder; thence N 72°50'44" W a distance of 1251.97' to the **point and place of beginning**, containing 2,921,460.25 Square Feet 67.1 Acres more or less.

**Exhibit B**

**Phase I Permitted Uses**

**Phase II Permitted Uses** All of the uses designated for Phase II shall be approved as part of the Conditional Zoning referred to in Art. 2 section C and neither owner nor subsequent purchasers, transferees or assignees shall be required to obtain special use permits for the uses specified herein

*Exhibit B. Permitted Uses - CCEP-Triassic*CCEP-Triassic Phase I Permitted Uses

“Phase I” includes two types of land uses (1) Primary Permitted Uses and (2) Secondary Permitted Uses. “Primary Permitted Uses” are those identified herein that focus on industrial and employment uses. “Secondary Permitted Uses” are land uses that are permitted but are limited in scope to a maximum collective total of 20% of the total acreage as shown in Exhibit A. “Secondary Permitted Uses” are recognized as having ancillary value to industrial uses and the surrounding community and include retail, service and other similar land uses that support an employment center.

<b>PHASE I - PRIMARY PERMITTED USES OF PROPERTY</b>
The “Primary Permitted Uses” of the property shall focus on industrial and employment uses. This group is intended to cover a wide variety of products and services and shall include core manufacturing facilities as well as offices, distribution centers, and warehousing. Additionally, the onsite sales and service of products that are manufactured onsite
<b><i>Permitted Manufacturing Uses</i></b>
Chemicals, plastics and rubber products manufacturing
Dolls, toys, games and musical instruments manufacturing
Electrical equipment, appliance and components manufacturing
Finished nonmetallic, mineral products (brick, refractories, ceramics, glass, cement, etc.) manufacturing
Food and Beverage manufacturing
Furniture and related Products manufacturing
Jewelry and Silverware manufacturing
Leather and Allied Products manufacturing
Machinery and Equipment manufacturing
Manufacturing uses other than listed within this table, but similar in nature and scope
Metal manufacturing (excluding smelting operations)
Office supply, inks, etc., manufacturing (except paper)
Paper and Printing Materials manufacturing
Pharmaceutical manufacturing
Pottery Manufacturing
Sign manufacturing (w/indoor storage/operations only)
Textile Mills & Apparel manufacturing
Tire Recapping (w/indoor storage/operations only)
Tobacco manufacturing
Transportation equipment (automobiles, aircraft, boat, railroad, etc.) manufacturing
Wood products (other than furniture) manufacturing/sawmills (indoor operations only)
<b><i>Other Permitted Land Uses</i></b>
Airports, Heliports and Support Establishments
Contractors' offices/shop
Data Centers
Distribution facilities, generally
Electronic Shopping/Mail-Order operations

Exhibition, convention or conference structure
Freight terminals & truck terminals
Gas or electric generation distributing facilities, compressor stations, or substations
Governmental functions and offices
Hospital and/or Health Care Center
Industrial dry cleaning/uniform supplier (except that small-scale, stand alone retail dry cleaners are permitted only as
Medical or Dental Laboratory
Medical and Surgical Offices
Office Building, generally
Retail sales and/or service of any product manufactured on-site
Telecommunications towers
Testing and Research Lab
Utility lines (including electric lines, phone/cable lines, distribution circuits, gas/fuel lines, water lines, steam/air conditioning lines, irrigation channels, sewer water lines)
Warehouse structures, generally (except that mini-warehousing/self-storage facilities are not permitted)
Wholesale trade, generally (except that small-scale, stand alone outlets that serve both retail and wholesale customers are permitted only as a secondary use)
<b>PHASE I - SECONDARY PERMITTED USES OF PROPERTY.</b> The land uses in this category shall focus on services and shops that provide support to the permitted uses listed as Primary Permitted Uses of the Property, as well as the surrounding community. These uses include a range of retailers, personal services and general sales. These Secondary Permitted Uses are limited in scope to a maximum collective total of 20% of the total acreage. Note that effective 12:01 a.m., January 1, 2020, this listing shall be replaced by "Phase II - Secondary Permitted Uses" as described further herein.
Administrative Services, Travel Arrangements and Reservation Services, Investigation and Security Services
Adult Day Care Center
Arts and Crafts Studio
Bakeries
Car Care Center
Child Day Care Center
Convenience stores, with gas sales & car wash
Dry cleaning and laundry, retail
Finance and Insurance services (Bank, Credit and Finance, Insurance-related)
Florist
Grocery store and Supermarket
Hardware, home center w/outside storage
Hotels and/or similar lodging facilities
Medical equipment sales, rental or leasing
Personal Services (e.g., nail salons, barbers, shoe repair, and similar establishments), not otherwise listed
Pharmacy or Drugstore, with drive through facility
Printing and Publishing Services
Professional Services (Legal, Accounting, Architectural, Graphic, Consulting Services, Research and Development,

Real Estate, Sales, Rental & Leasing
Repair of any goods, equipment or vehicles manufactured or sold on-site
Restaurants, with drive-in or drive-through facilities
Restaurants, with no drive-in or drive-through facilities
Shopping center/superstore
Services to buildings and dwellings (extermination, Janitorial, Landscaping, Carpet and Upholstery cleaning, Packing and crating, etc.), no outside storage
Taxi and/or Limousine Service, office/stand
Wholesale trade, small-scale operations (typically includes direct retail sales also)
Any other retail and/or service use not listed above but is similar in nature and scope

#### CCEP-Triassic Phase II Permitted Uses

Effective 12:01 a.m., January 1, 2020, the CCEP-Triassic property shall automatically be subject to the below additional listed "Phase II" permitted uses. These additional permitted uses would allow the property to be developed for residential, including but not limited to apartments, duplex dwellings, townhomes, and traditional single-family detached dwellings. In addition, the Phase II listing revises and replaces the listing for "Secondary Permitted Uses" as included in Phase I. This expanded Phase II listing includes additional commercial uses intended to support both industrial and/or residential development.

Please note that this Phase II (similar to Phase I) list is also broken down into two types of land uses (1) Residential Permitted Uses and (2) Secondary Permitted Uses. "Residential Permitted Uses" are those identified herein that focus on residential development and shall be permitted allowed to occupy a maximum of 75% of the total acreage. "Secondary Permitted Uses" are land uses that are permitted but are limited in scope to a maximum collective total of 25% of the total acreage. "Secondary Permitted Uses" are recognized as having ancillary value to industrial and/or residential uses and the surrounding community and include retail, service and other similar land uses that support an employment center. All uses listed herein shall be subject to development and design standards of the Sanford/Lee County Unified Development Ordinance.

**PHASE II - PRIMARY PERMITTED USES OF PROPERTY.** Note that all "Primary Permitted Uses" as identified in Phase I are still permitted on or after 12:01 a.m., January 1, 2020 with no restrictions on that amount of land developed. In addition, the following Phase II "Residential" Permitted Uses shall be allowed with the restriction that a maximum of 75% of the total acreage can be developed for the uses as listed below.

Dwelling, Duplex (two family dwelling)
Dwelling, Single-family detached
Dwelling Multifamily (three or more units)
Dwelling, Single-family attached
Home Occupations
Family Care Homes (subject to restrictions under NCGS 168-21)
Day Care facility, Home Child Care

<b>PHASE II – SECONDARY PERMITTED USES OF PROPERTY.</b> Effective 12:01 a.m., January 1, 2020, the “Phase II - Secondary Permitted Uses” as described herein shall replace the Secondary Permitted Uses listing as included with the prior Phase I. The maximum amount of land area as developed for such secondary land uses shall be allowed to increase to a maximum of 25% of the total acreage.
Administrative Services, Travel Arrangement and Reservation Services, Investigation and Security Services (locksmiths)
Adult Day Care Center
Amphitheater
Amusement or Theme Park Establishment
Animal Hospitals, Veterinary Services, Animal Shelters, Kennels/Animal Pet Services
Appliance Sales, Repair and Maintenance, (no outside storage)
Aquarium or Planetarium
Art galleries
Bakeries, retail, including manufacturing of goods for sale on the premises only
Bed and breakfast Inn
Bicycle (non motorized) Sales and/or Repair
Books, Magazines, Music, etc.
Botanical gardens & arboreta
Bowling alley
Camera and Photographic Supplies
Car Washes and Car Care Centers
Civic, Social, and Fraternal Organizations, including community centers, meeting halls, community halls, reception halls, wedding halls, for assembly and recreation
Clothing, Jewelry, Luggage, Shoes, etc.
Computer and Software Sales
Consumer Goods, not otherwise listed
Convenience stores, with gas sales
Drive-in theaters
Dry cleaning and laundry
Electronic equipment (small), sales and service
Exhibition, convention, or conference structure
Farm, landscape, and garden supply sales (feed, seed, fertilizer, farm hardware, lawn furniture, mulch, fencing, fountains, statuaries, and other incidental sales of products or related items) - (with indoor storage only)
Finance and Insurance Services (Bank, Credit and Finance, Insurance-related)
Fitness and recreational sports, gym, health spa, reducing salon, swimming pool/auditorium, racquet club or athletic club (not otherwise listed)
Fire, sheriff, and emergency services
Florist
Furniture or home furnishing sales
Gasoline stations
Governmental Functions, not otherwise listed
Grocery stores and Supermarkets
Hardware, home centers, lumber yard, heating and plumbing etc., outside storage
Hardware, home centers, lumber yard, heating and plumbing etc., inside storage
Hotels and/or similar lodging facilities
Leasing/Rental Recreational Goods (Furniture, Party Supplies, Sporting Goods)
Leasing, Commercial and Industrial Machinery and Equipment
Libraries
Medical and dental clinics or offices, ambulatory or outpatient care, family planning and care, and blood or organ banks

Medical equipment sales, rental or leasing
Motorcycle, Motorized Scooters, ATV Sales and/or Leasing/Rental (Indoor display)
Motorcycle, Motorized Scooters, ATV Sales and/or Leasing/Rental (Outdoor display)
Motor vehicles (automobiles), Boats, RVs, Sales and/or Leasing/Rental
Motor Vehicle Parts, Accessories, Tire Sales, enclosed building only
Motor Vehicle, Motorcycle, ATVs, Boats, RVs, etc., repair and service
Movie Theater
Nursing, Supervision, Adult Care Homes, Group Care Facilities and other rehabilitative services
Nurseries and greenhouses, commercial
Office building (general)
Performance Theaters or auditoria (indoor)
Personal Services (e.g., nail salons, barbers, shoe repair, and similar establishments), not otherwise listed
Pet store or pet supply store
Pharmacy or Drugstore, without drive through facility
Pharmacy or Drugstore, with drive through facility
Post office
Printing and Publishing Services
Professional Services (Legal, Accounting, Architectural, Graphic, Consulting Services, Research and Development, Advertising, etc.)
Radio and TV stations and studios (excluding transmission tower)
Real Estate, Sales, Rental & Leasing
Recreation activities, commercial indoor, not otherwise listed
Repair of any goods, equipment or vehicles manufactured or sold on-site
Restaurants, with drive-in or drive-through facilities
Restaurants, no drive-in or drive-through facilities
Retail sales or service establishments, not listed elsewhere, and conducted within an enclosed building
Skating Rink – Ice or Roller Skating
Schools, Continuing Education (alternative, adult colleges and universities, and technical, trade, and other specialty schools)
Schools, Pre-K-Secondary (nursery and preschool, grade schools, elementary, middle, and high school), new site
Schools, Pre-K-Secondary (nursery and preschool, grade schools, elementary, middle, and high schools), addition to existing site
Shopping Center/Superstore, 25,000 – 100,000 sq. ft.
Shopping Center/Superstore, over 100,000 sq. ft.
Services to buildings and dwellings (Extermination, Janitorial, Landscaping, Carpet and Upholstery cleaning, Packing and crating, etc.), no outside storage
Services to buildings and dwellings (Extermination, Janitorial, Landscaping, Carpet and Upholstery cleaning, Packing and crating, etc.), with outside storage
Sporting goods, toys, and hobby sales, excluding guns and gunsmiths
Sports stadiums or arenas
Studios for artists, designers, musicians, photographers, sculptors, woodworking (not as home occupation)
Taxi and/or Limousine Service, office/stand
Wholesale trade, small-scale operations (typically includes direct retail sales also)
Zoos
Any other retail and/or service use not listed above but is similar in nature and scope



Public Works Department

**CITY OF SANFORD**

P. O. BOX 3729

FAX 919-774-8179

**North Carolina 27331-3729**

TELEPHONE 919-777-1118

Or 919-777-1122

Paul M. Weeks, Jr., P.E.  
City Engineer

TO: Mayor Mann and Members of Council

FROM: Mary DePina, EI

DATE: July 7, 2020

SUBJECT: Recommendation to Enter into an Engineering Services Agreement: East Sanford Sanitary Sewer Rehabilitation/Replacement CDBG-I Project

**RE: CDBG-I: East Sanford Sanitary Sewer Rehabilitation/Replacement Project**

On June 2, 2020, Council approved an ordinance to accept CDBG-I funding in the amount of \$2,000,000. The purpose of the grant is to repair and/or replace a portion of older sanitary sewer lines and manholes in a large Low to Moderate income, (LMI) neighborhood in East Sanford. This project will repair and/or replace approximately 8,000 linear feet of 8-inch sanitary sewer lines and will serve an estimated 159 residences. (113 houses and 46 housing authority apartments). In order to design this project, solicitation for Engineering Services was conducted.

Engineering services are required to be solicited on the basis of qualifications. As such, the City published its Request for Qualifications in the Sanford Herald, Greater Diversity News and, the NC Interactive Publishing System, (IPS).

On June 12, 2020 the City received submittals from three (3) firms seeking to provide Engineering Services: Freese & Nichols, Mott McDonald and WithersRavenel. Each proposal was reviewed and evaluated according to criteria set forth in the requests. This process is designed for the selection of the most qualified firm.

Based on staff evaluation and ranking of the proposals, Engineering recommends entering into an Engineering Services agreement with WithersRavenel in the amount of \$294,692.

The selection Matrix, used to evaluate the submittals, can be seen in Table A below. Each criteria represents criteria expressed in the posted Request for Qualifications.

Table A: Selection Matrix for Engineering Services

<b>CDBG-I E. Sanford Sanitary Sewer Rehab/Replace Engineering Evaluation Matrix</b>				
				<b>Firm</b>
		<b>Freese &amp; Nichols</b>	<b>Mott McDonald</b>	<b>WithersRavenel</b>
<b>Evaluation Criteria</b>	<b>Max Points</b>			
Qualifications, Competence and Reputation of Firm and Personnel	20	20	20	20
Firm's Capability to Meet Time and Project Budget Requirements	20	18	20	20
Present and Project Workload of Firm	20	8	8	8
Related Experience on Similar CDBG projects	20	15	18	20
Recent and Current Work for the Entity Issuing RFQ	20	18	15	20
	<b>Total</b>	<b>100</b>	<b>79</b>	<b>81</b>
				<b>88</b>



June 30, 2020

City of Sanford  
225 East Weatherspoon Street  
Sanford, NC 27331

Attn: Mary DePina.

RE: WR 02190783.00  
Engineering Services Agreement  
East Sanford CDBG-I Engineering Project

Dear Ms. DePina.:

WithersRavenel is pleased to provide this Agreement for Engineering Services to City of Sanford for the East Sanford CDBG-I Engineering Project. If you have any questions or concerns about the agreement please do not hesitate to call me at the number listed below.

Sincerely

WithersRavenel

A handwritten signature in blue ink, appearing to read "Todd St. John", is positioned above the printed name.

Todd St. John, P.E., LEED AP  
Project Manager

115 MacKenan Drive | Cary, NC 27511  
Office: 919.469.3340 | Direct: 919.535.5178  
Email: [tstjohn@withersravenel.com](mailto:tstjohn@withersravenel.com)

Attachments:

Agreement for Professional Services

# City of Sanford East Sanford CDBG-I Engineering Agreement for Professional Services

This AGREEMENT, the Modified Terms and Conditions (Exhibit I), and Fee and Expense Schedule (Exhibit II), are hereby included as part of the Agreement for Professional services dated \_\_\_\_\_ between City of Sanford (CLIENT) and WithersRavenel, Inc. (CONSULTANT) for Professional Engineering Services to be rendered in connection with the East Sanford CDBG-I Engineering (PROJECT).

## A. Project Description

The purpose of this project is to rehabilitate and/or replace aged and failing wastewater collection system lines and manholes. These efforts are intended to reduce maintenance and operations costs, reduce inflow and infiltration, reduce overflows, and reduce Sanitary Sewer Overflows, Notices of Violations, and a Notice of Deficiency that the City has received. In addition, there are several documented reports of sewer backups into residences, which this project is intended to reduce, if not resolve. The proposed area includes a large area containing aged sewer lines to be replaced on Talley Avenue, Linden Avenue, N First Street, N Second Street, N Fourth Street, S Fifth Street, N Sixth Street, S Sixth Street, Midland Avenue, Charlotte Avenue, McIver Street, Maple Avenue, Hickory Avenue and Goldsboro Avenue. This project will replace 8,000 linear feet of 8-inch sewer lines with 8-inch sewer lines (like for like) with no increase in capacity. This project will serve an estimated 159 residences. It is assumed for the purposes of this AGREEMENT that 75% of the sewer lines will be rehabilitated using trenchless technology such as CIPP lining, and 25% (at most) will be replaced using dig and replace method. This Scope of Services is to provide design, construction documents, and construction administration services.

Grant administration services for compliance of the CDBG-I program are being offered under separate contract by CONSULTANT.

The funding program requires projects to be awarded for construction within 24 months of the date of the Letter of Intent to Fund (LOIF). Currently, specific milestones related to the Engineering Services are as follows:

- |  |                    |
|--|--------------------|
| 1. Attendance at the EA/ER Workshop                      | July 2020          |
| 2. Attendance at the Compliance Workshop                 | July 2020          |
| 3. Contract with DWI Executed                            | June 18, 2020      |
| 4. Engineering Report Submittal                          | September 18, 2020 |
| 5. Environmental Document Submitted                      | February 18, 2021  |
| 6. Funding Approval Conditions Submitted                 | February 18, 2021  |
| 7. Environmental Document and Request for Funds Approved | March 5, 2021      |
| 8. Engineering Report Approved                           | February 18, 2021  |
| 9. Bid and Design Package Submittal                      | August 18, 2021    |
| 10. Bid and Design Package Approval                      | December 17, 2021  |
| 11. Submit Itemized Bid Tabulation                       | April 14, 2022     |
| 12. Execute Construction Contracts                       | June 3, 2022       |

Engineering services to be provided include an engineering report, environmental impact documents as part of the CDBG-I grant budgeted administration line items and engineering services including surveying, design/bid package, permitting, bidding, construction administration and observation as part of the CDBG-I grant budgeted engineering, surveying, permitting and construction line items. Scope and costs of each are shown as separate costs in the contract. Task 1, Engineering Report and Task 2, Environmental Information Documents shall occur prior to the release of CDBG-I funds and funding conditions. Tasks 3 -Topographical Surveying, SUE, and Easement Exhibits, Task 4- CCTV and Manhole Assessment, Task 5 - Design, Drawings, Specifications, Bid Documents, Task 6 - Permitting, Task 7 - Bid Phase Services, Task 8 - Construction Phase Services - Construction Administration and Observation shall be contingent upon the release of CDBG-I funds and funding conditions and shall not occur until such release.

## B. Scope of Services

### *Task 1 - Engineering Report*

- A. CONSULTANT will review provided project information from the CLIENT, the grant application, grant award, grant budget and develop a basis of design for the project conforming to the NCDWI CDBG-I grant award and conditions.
- B. CONSULTANT will attend one (1) kickoff meeting/site visit with the CLIENT to discuss the project and preparation of the Engineering Report (ER).
- C. CONSULTANT will prepare the ER in accordance with the "Guidance for the Preparation of Engineering Reports and Environmental Information Documents for Collection System Projects" as published by NCDWI which will include the following information:
  - ▶ Executive Summary
  - ▶ Current/Future Situation
  - ▶ Need and Purpose
  - ▶ Alternative Analysis (Alternative Description/Present Worth Analysis)
  - ▶ Proposed Project Description
  - ▶ Financial Analysis
- D. CONSULTANT will submit the ER to the NCDWI for review by September 18, 2020 in accordance with the grant agreement schedule.
- E. CONSULTANT will incorporate NCDWI review comments and resubmit to NCDWI for approval by February 18, 2021 in accordance with the grant agreement schedule.
  - ▶ CONSULTANT will furnish one (1) set of the approved ER to the CLIENT.

### *Task 2 - Environmental Information Documents*

- A. CONSULTANT will prepare the Environmental Information Documents (EID) in accordance with the "Guidance for the Preparation of Engineering Reports and Environmental Information Documents for Collection System Projects" as published by NCDWI which will include appropriate environmental information for the installation of the PROJECT.
- B. CONSULTANT will submit the EID to the NCDWI, for review by February 18, 2021 in accordance with the grant agreement schedule.
- C. CONSULTANT will incorporate NCDWI review comments and resubmit to NCDWI for approval by March 5, 2021 in accordance with the grant agreement schedule.

- D. CONSULTANT will furnish one (1) set of the approved EID to the CLIENT.

### **Task 3 – Topographical Surveying, SUE, and Easement Exhibits**

- A. Subsurface Utility Excavation and Investigations

CONSULTANT will conduct subsurface utility excavation (SUE) to provide horizontal and vertical spatial data to assist in evaluating rehabilitation methods and determine the scope of the design.

Conduct a Level B field investigation using Electromagnetic (EM) and Ground Penetrating Radar (GPR) to designate utilities along the project corridor(s). Mark all utilities in accordance with APWA guidelines using marking paint and/or pin flags. Provide a detailed sketch to the survey crews to use as a reference while locating all the Level B SUE paint. This information will be incorporated into project drawings.

Perform Level A SUE (test holes by vacuum excavation) as needed to determine information such as size, depth, and material on critical utilities crossings. All test hole locations will be conventionally surveyed and incorporated into project drawings. Appropriate traffic control measures will be used where required.

1. Level B SUE Investigation

CONSULTANT will use both Electromagnetic (EM) and Ground Penetrating Radar (GPR) equipment to designate utilities within the specific area outlined in the attached map. Utilities throughout the alignment will be designated and marked using the APWA guidelines with marking paint and/or pin flags. In addition to a field sketch, CONSULTANT will survey the findings of the Level B investigation and provide an AutoCAD deliverable depicting the horizontal location of all utilities designated.

2. Level A SUE Vacuum Excavation

CONSULTANT will perform Level A SUE - Test Holes as needed to determine information such as size, depth, and material on the waterlines designated during the Level B SUE investigation. Information will be incorporated into Test Hole Forms and provided to the client at the conclusion of the project. The number of Test Holes can be decided upon the completion of the Level B SUE investigation. For budgetary purposes, we assume that ten (10) Soft Surface and ten (10) Hard Surface Test Holes will be needed to gather the needed information. In addition, test hole locations will be conventionally surveyed to obtain accurate Northing, Easting, and Pipe Elevation. (The unit costs for Level A SUE are \$700 each for Soft Surface and \$750 each for Hard Surface and a surcharge of \$50 per vertical foot for depths greater than 6 feet).

- B. Survey Services

CONSULTANT will conduct field surveys to provide horizontal and vertical spatial data to assist in evaluating rehabilitation methods and determine the scope of the design.

- ▶ Horizontal locations will be based on NC State Grid, NAD'83 (2011) and Vertical control will be based on NAVD'88
- ▶ CONSULTANT will conduct a preliminary conventional survey along the route(s) to pick up manhole rim and invert information, ground elevation interval elevations. Dye-testing will be performed, if necessary, to confirm system connectivity in locations

where such connectivity is not shown in the CLIENT's GIS dataset. Manhole surveys will include determining the diameter and material of those pipes seen in the structure.

- ▶ CONSULTANT will coordinate with the CLIENT and the CLIENT will send out survey letters along the alignment in areas needed identified by CONSULTANT/CLIENT.
- ▶ CONSULTANT will perform a topographic survey along the PROJECT route to establish profile and location of all pertinent planimetric features and field markings provided CONSULTANT's SUE staff. The survey will be an approximate 50-foot corridor along the centerline of the existing sewer line. The survey will utilize UAS (unmanned aerial system) technologies as well as traditional survey methodologies to complete the field work. All surveys will be based on NC Grid, NAD '83 (2011) Coordinates and will be listed on plan sheets.
- ▶ Remaining critical utilities (water, storm drains, gas, electric, etc.) that are found within the PROJECT will be surveyed to determine their location (XYZ).
- ▶ The need for easement exhibits is not anticipated. As such, they shall be considered an Additional Service.

#### ***Task 4 – CCTV and Manhole Assessment***

- A. CONSULTANT will utilize a third-party vendor to perform the required CCTV and provide video as well as manhole assessments.
- B. CONSULTANT will review the results of CCTV assessments to determine which sections of gravity sewer qualify for trenchless rehabilitation versus those that will need replacement based on viewed structural compatibility of the existing gravity sewer.

#### ***Task 5 – Design, Drawings, Specifications, Bid Documents***

- A. CONSULTANT will perform engineering design services for rehabilitation or replacement of the gravity sewer, manholes, and related appurtenances.
- B. CONSULTANT will prepare construction drawings including plan and profile sections and details as needed for all improvements.
- C. CONSULTANT will prepare detailed technical specifications of equipment, materials, construction methods and testing.
- D. CONSULTANT will prepare Bidding Documents, including but not limited to: Notice to Bidders, Instruction to Bidders, Contract Agreement, General Conditions of the Contract, Special or Supplementary Conditions and CDBG grant Special Conditions.
- E. CONSULTANT will submit final drawings, specifications and other Bidding Documents to the NCDWI for review and approval by August 18, 2021 in accordance with the grant agreement schedule.
- F. CONSULTANT will incorporate NCDWI review comments and resubmit to NCDWI for approval by December 17, 2021 in accordance with the grant agreement schedule.
- G. CONSULTANT will furnish one (1) set of the approved plans, specifications and bidding documents to the CLIENT.

### Task 6 – Permitting

- A. If construction disturbance is greater than one (1) acre, then CONSULTANT will prepare erosion control plans, details, specifications, and the erosion control permit application to the Department of Environmental Quality. CONSULTANT will submit the erosion control permit application on behalf of the CLIENT after obtaining authorized signatures and associated permit fees from the CLIENT.
- B. CONSULTANT will prepare an Encroachment Agreement for sewer improvements proposed within NC DOT right of way. Per preliminary site investigation CONSULTANT does not expect that an Encroachment Agreement will be required.
- C. CONSULTANT will investigate the site for wetland and stream impacts and if necessary, prepare wetland delineation maps, stream impact maps, and meet the United States Army Corps of Engineers (USACE) representative in the field. Once the fieldwork has been completed & surveyed, the delineation map can be overlaid on the site plans so that CONSULTANT can determine whether permits will be needed from the USACE and/or NC-DWQ for wetland/stream impacts. If the impacts are permissible under the USACE Nationwide Permit, CONSULTANT will complete and submit the permit application. Per preliminary site investigation CONSULTANT does not expect that a USACE will be required.
- D. CLIENT will pay all permit fees.

### Task 7 – Bid Phase Services

- A. Upon written approval by the CLIENT and NCDWI of the work performed in the Final Design Phase CONSULTANT will perform the Bidding Phase Services, consisting generally of the following sub-tasks:
  - 1. Bid Advertisement
 

Assist the CLIENT in advertising the PROJECT for competitive bids. This will include submitting the "Notice to Bidders" to the local newspaper for publication and to the construction trade journals as deemed necessary by CONSULTANT and the CLIENT for proper notification and solicitation of bids.
  - 2. Submit Bidding Documents to Plan Rooms
 

Submit approved Construction Drawings and Bidding Documents to Contractor Plan Rooms, Websites, Clearinghouses, and other locations as specifically identified by the CLIENT and NCDWI.
  - 3. Distribution of Bidding Documents
 

Furnish copies of Construction Drawings and Bidding Documents as requested by interested bidders and material suppliers. Note: It shall be understood that CONSULTANT may charge a non-refundable or partially refundable fee to bidders and material suppliers for the plans and specifications.
  - 4. Pre-Bid Meeting
 

Attend Pre-Bid Meeting with CLIENT representatives and with prospective bidders and material suppliers.
  - 5. Bid Opening

Attend bid opening; tabulate all bids received; evaluate bids received and issue recommendation to the CLIENT for the award of the contract as appropriate. This shall include screening of the low bidder as to experience and capability. A certified bid tabulation shall be provided to NCDWI per the grant conditions.

## **Task 8 – Construction Phase Services**

As construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the engineering standards for the PROJECT, and shall not give rise to a claim against a contractor's failure to hold in accordance with the applicable plans, specifications or standards.

### **A. Execution of the Construction Contract**

Under this task, CONSULTANT will assemble the contract documents for and assist the CLIENT with the execution process between the Contractor (CONTRACTOR) and the CLIENT.

### **B. Pre-Construction Conference**

CONSULTANT will attend a Pre-Construction Conference. At the pre-construction conference, procedural guidelines and specific Project requirements will be discussed with the CONTRACTOR. Among the items to be addressed are: correspondence distribution, shop drawing and scheduling procedures, Notice-to-Proceed date, critical schedule requirements, payment procedures, staging areas, emergency procedures, survey control requirements, quality control procedures and requirements, and coordination with quality assurance testing. CONSULTANT will prepare and provide a meeting summary to the CLIENT and the CONTRACTOR. The CONTRACTOR shall be responsible to provide its SUB CONTRACTORS with the meeting summary(s).

### **C. Construction Contract Administration**

CONSULTANT will act on behalf of the CLIENT and act as its representative during the estimated 13-week active construction period. CONSULTANT will provide contract administration required for the PROJECT, including:

- ▶ Carry out the duties and responsibilities as CONSULTANT as stated in the General Conditions and Supplemental Conditions of the construction contract; on behalf of the CLIENT, CONSULTANT shall administer the construction contract, respond to CONTRACTOR correspondence, issue instructions from the CLIENT, and maintain a complete document file for the PROJECT. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, daily observation records, shop drawing schedule, shop drawing and submittal log, change orders, scheduling, PROJECT meetings, costs and disbursement data, and progress reports. CONSULTANT will supervise and manage the work performed by the Resident Project Representative (RPR) during construction.

### **D. Progress Meetings/Site Visits**

During the estimated 13-week active construction period, CONSULTANT will hold monthly progress meetings from Notice-to-Proceed through Substantial Completion. In these meetings, the CLIENT, CONSULTANT, and the CONTRACTOR will address such

items including but not limited to: schedules, coordination problems, design issues, construction issues, pending change orders, outstanding shop drawings and other submittals, procurement delays, material or construction issues, and other issues related to completion of the PROJECT.

Based on on-site observations by CONSULTANT and RPR, CONSULTANT will keep the CLIENT informed of the progress of the work and may recommend to the CLIENT to disapprove or reject work that does not conform to the Contract Documents.

**E. Shop Drawing and Submittals Review**

CONSULTANT will review and respond to Shop Drawings and submittals which the CONTRACTOR is required to submit for conformance with the design concept and compliance with the information given in the Contract Documents; CONSULTANT will transmit one copy of shop drawings to the CLIENT with written comments. Included in the shop drawing review is the assessment of alternates proposed by the CONTRACTOR. Alternate requests will be reviewed for conformance with the Contract Specifications. This subtask assumes the review and response to up to six (6) sets of Shop Drawings and up to six (6) reviews and responses to other submittals.

**F. Review Pay Requests**

Based on the on-site observations, information provided by the RPR, and review of the applications for payment and the accompanying data and schedules, CONSULTANT will assess the percentage of PROJECT completion by the CONTRACTOR and recommend payments to the CONTRACTOR in the appropriate amount.

By recommending payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check the quality or quantity of CONTRACTOR's Work as it is performed and furnished have been exhaustive, extended to every aspect of CONTRACTOR's Work in progress, or have involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this AGREEMENT. Neither CONSULTANT's review of CONTRACTOR's Work for the purposes of recommending payments nor CONSULTANT's recommendation of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or CONTRACTOR's compliance with Laws and Regulations applicable to CONTRACTOR's furnishing and performing the Work.

**G. Change Orders and Time Extensions**

CONSULTANT will provide contract administration services in connection with changes to the construction contract that reflect minor changes or deletions requested by the CLIENT, CONSULTANT, or the CONTRACTOR. CONSULTANT will maintain a listing of additional costs and credits as a result of change orders. CLIENT agrees to review change orders prepared by CONSULTANT and issue a directive on its opinion of the change order in writing. Larger changes or claims asserted by the CONTRACTOR and/or redesigns, analyses, or evaluation that are beyond the scope of this Scope of Services or required through no fault of CONSULTANT, requested by the CLIENT or CONTRACTOR, shall be considered Additional Services.

#### H. Final Walk-Through and Certification

CONSULTANT will conduct a walk-through review with the CONTRACTOR and the RPR to determine if the PROJECT has reached substantial completion and prepare a punch list of work items needed to meet final completion. After the CONTRACTOR has addressed the items in the punch list, CONSULTANT will conduct one final walk-through review to determine if the work is acceptable and is in substantial conformance with the drawings and specifications to the best of CONSULTANT's knowledge. Once CONSULTANT and CLIENT deem the work to be acceptable and in substantial conformance with the drawings and specifications (to the best of CONSULTANT's knowledge), CONSULTANT can provide written notice of such to the CLIENT. Additionally, CONSULTANT can recommend final payment to CONTRACTOR as appropriate. Additionally, CONSULTANT can certify that the PROJECT was built within substantial conformance with the drawings and specifications (to the best of CONSULTANT's knowledge), but only if:

- ▶ CONSULTANT has been allowed to observe construction activities, startup, and testing which he deems appropriate.
- ▶ CONSULTANT determines that his observations support that the construction was carried out satisfactorily.
- ▶ Known nonconforming construction has been satisfactorily corrected.

#### I. Prepare Record Drawings

Using redline drawings, construction survey, and other information prepared by the CONTRACTOR and the RPR, CONSULTANT will prepare Record Drawings for the PROJECT.

#### J. Resident Project Representative

CONSULTANT can provide resident project representative as an optional service to the CLIENT. The duties are as follows:

- ▶ Observe if the construction is proceeding according the Drawings and Specifications.
- ▶ Document the work in daily field observation reports.
- ▶ Document weather conditions as well as the ability of the CONTRACTOR to perform the work.
- ▶ The Task assumes that only part-time observation will be required during most of the project and for critical stages (approximately 30 hours per week). Non-critical stages of construction that include activities such as clearing, stripping, erosion and sediment control, miscellaneous grading, and seeding when only periodic observation may be warranted.
- ▶ The effort for this Task is based on a average of 30 hours per week of construction observation by the RPR. If it is determined that the RPR is needed for more than thirty (30) hours per week, the additional RPR effort and expenses shall be considered additional services.
- ▶ Utilizing the assumptions discussed above, CONSULTANT has estimated that approximately 385 RPR hours, (30 hours per week for 13 weeks, respectively) will be required. CONSULTANT is assuming there will be a part-time RPR for the duration of the PROJECT. CONSULTANT has no control over inclement weather, the sequence, productivity, and, most importantly, the timing with which the CONTRACTOR will complete the work, and thus the number of field observation hours may differ from the

385 hours estimate. CONSULTANT will only be paid for the actual number of RPR hours worked. A day-by-day log will be kept of RPR hours so that the CLIENT can track the expenditure of these hours. If conditions of the Contract or the scope of the work defined in the Contract between the CONTRACTOR and the CLIENT is modified, such that the contract time is extended, then CONSULTANT reserves the right to negotiate an increase in the budget for this task.

- ▶ If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services, and the rates and amounts of CONSULTANT's compensation, shall be adjusted equitably.

K. Standards of Performance

- ▶ CONSULTANT shall not at any time supervise, direct, control, or have authority over any CONTRACTOR's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any CONTRACTOR, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a CONTRACTOR to comply with Laws and Regulations applicable to that CONTRACTOR's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any CONTRACTOR.
- ▶ CONSULTANT neither guarantees the performance of any CONTRACTOR nor assumes responsibility for any CONTRACTOR's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- ▶ CONSULTANT shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by CONSULTANT or its Consultants.

If the estimated schedule is accelerated or delayed, the overall fee could be adjusted accordingly.

Because CONSULTANT will not contract directly with Geotechnical firms and any contractor performing the work, we are not responsible for the direction of work. The intent of on-site observation is to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work is being performed generally in accordance with the general construction standards and specifications, contract documents. CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work and shall not have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the CONTRACTOR's rights and responsibilities under the Contract Documents. Based on the site visits, CONSULTANT shall keep the CLIENT reasonably informed about the progress of the associated Work completed, and it shall be the CLIENT's responsibility to make decisions on work progress, changes, and costs. Also, it shall be the Client's responsibility to engage the contractor and schedule to repair any work that needs remediation as identified by the government agencies inspection reports or notices of violations or as identified on CONSULTANT reports.



CONSULTANT is also not responsible for posting bonds and financial guarantees or payment of fees and other items related to design and permitting. CONSULTANT is not responsible for fines levied against the CLIENT for failure to complete corrective actions.

## C. Additional Services

Services that are not included in Section B or are specifically excluded from this AGREEMENT shall be considered Additional Services. CONSULTANT will furnish or obtain from other Subconsultants Additional Services if requested in writing by the CLIENT and accepted by CONSULTANT. Additional Services shall be paid by the CLIENT in accordance with the Fee & Expense Schedule outlined in Exhibit II.

- ▶ Execution of Construction Contract
- ▶ Construction Staking
- ▶ Construction Surveying
- ▶ Easement Exhibits
- ▶ Geotechnical Analysis
- ▶ Utility Coordination

## D. Client Responsibilities

During the performance of CONSULTANT's services under this AGREEMENT, the CLIENT will:

- ▶ Provide clearing and access to the aerial pipelines up to wetland areas
- ▶ Provide any information needed to complete the PROJECT not specifically addressed in the Scope of Services
- ▶ Provide all available information pertinent to the PROJECT, including any GIS information, reports, maps, drawings, and any other data relative to the PROJECT
- ▶ Examine all proposals, reports, sketches, estimates and other documents presented by CONSULTANT and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of CONSULTANT
- ▶ Give prompt written notice to CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT
- ▶ Take pipeline coupons at locations agreed to by CONSULTANT and CLIENT
- ▶ Pay all permit/review fees directly
- ▶ Handle matters requiring an attorney at law

Any changes to the alternatives or PROJECT requirements after CONSULTANT has begun work may require additional fees.

## E. Compensation for Services

### A. Hourly Fee

CONSULTANT proposes to provide the Scope of Services previously outlined on an hourly basis with an estimated budget as described in the following table plus expenses. Compensation shall not exceed the total estimated compensation amount unless approved in writing by CLIENT.

Task No.	Task Name	*Hourly Fee Budget
1	Engineering Report	\$24,000
2	Environmental Information Documents	\$27,000
3	Topographical Surveying, SUE, and Easement Exhibits	\$72,300
4	CCTV and Manhole Assessment	\$42,500
5	Design, Drawings, Specifications, Bid Documents	\$48,000
6	Permitting	\$4,000
7	Bid Phase Services	\$15,000
8a	Construction Phase Services (Construction Administration)	\$15,392
8b	Construction Phase Services (Construction Observation)	\$46,500
<b>Total</b>		<b>\$294,692</b>
<b>*These Tasks are presented as an hourly fee with a budget due to the difficulty in estimating the hours required to adequately perform the task(s).</b>		

1. CLIENT shall pay CONSULTANT for Basic Services by an amount equal to the cumulative hours charged to the PROJECT by each class of CONSULTANT's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the PROJECT, plus Reimbursable Expenses and CONSULTANT's charges, if any.
2. CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services rendered but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT.
3. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or CONSULTANT's Consultants' charges.
4. CONSULTANT's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to CONSULTANT under the Agreement.

5. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to CONSULTANT that the total compensation amount thus estimated will be exceeded, CONSULTANT shall give CLIENT written notice thereof, allowing CLIENT to consider its options, including suspension or termination of CONSULTANT's services for CLIENT's convenience. Upon notice, CLIENT and CONSULTANT promptly shall review the matter of services remaining to be performed and compensation for such services. CLIENT shall either exercise its right to suspend or terminate CONSULTANT's services for CLIENT's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by CONSULTANT, so that total compensation for such services will not exceed said estimated amount when such services are completed. If CLIENT decides not to suspend CONSULTANT's services during the negotiations and CONSULTANT exceeds the estimated amount before CLIENT and CONSULTANT have agreed to an increase in the compensation due CONSULTANT or a reduction in the remaining services, then CONSULTANT shall be paid for all services rendered hereunder.

**B. Expenses**

Expenses shall be considered reimbursable and include, but are not limited to the following:

Expense Name	Estimated Expense Budget
Prints	\$400
Mileage	\$1,500
Shipping/Delivery	\$100
<b>Total</b>	<b>\$2,000</b>

**C. Fee Summary**

Fee Type	Estimated Fee/Budget
Hourly Budget	\$294,692
Reimbursable Expenses Budget	\$2,000
<b>Total</b>	<b>\$296,692</b>

## F. Timeline for Services

The professional services described herein shall be completed and submitted within a timeframe mutually agreed upon between the CLIENT and CONSULTANT.

## G. CDBG Contract Terms and Conditions

Per CDBG Contract Provisions Guidelines, this contract includes Attachments A, B, C, D, E, F, G, and H. CONSULTANT will comply with the following during the duration of the project:

- A. Conflict of Interest Clause, included as Attachment "A"



- B. Section 109, Housing and Community Development Act of 1974, included as Attachment "B".
- C. Age Discrimination Act of 1975, included as Attachment "C".
- D. Section 504 of the Rehabilitation Act of 1973, included as Attachment "D".
- E. Section 3 Clause, the provisions of which are included as Attachment "E".
- F. Access to Records and Record Retainage Clause, included as Attachment "F".
- G. Lobbying Clauses, as required by Section 1352, Title 31, U.S. Code, included as Attachment "G".
- H. Legal Remedies Provisions and Termination Provision, Termination for Cause: Event of Default, included as Attachment "H".



## H. Acceptance

Receipt of an executed copy of this AGREEMENT will serve as the written agreement between CONSULTANT and CLIENT for the services outlined.

**Submitted by CONSULTANT:**

WithersRavenel, Inc.  
115 MacKenan Drive  
Cary, NC 27511

Authorized Signature

**Accepted by CLIENT:**

City of Sanford  
225 East Weatherspoon Street  
Sanford, NC 27331

Authorized Signature

Jeffrey J. Wing, PE, LEED AP

Printed Name

Printed Name

Vice President, Utilities Operations Manager

Title

Title

jwing@withersravenel.com

Email Address

Email Address

919.469.3340

Phone

Phone

**PREAUDIT STATEMENT:** This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).

Signature of Finance Officer:

Printed Name:

Date:

- Affidavit E-Verify Statement
- CDBG Contract Terms & Conditions Attachments (A-H)
- Exhibit I – Sanford Modified Terms and Conditions
- Exhibit II – WithersRavenel Fee & Expense Schedule

# CDBG CONTRACT TERMS AND CONDITIONS ATTACHMENTS

## ATTACHMENT A

### **Conflict of Interest (2 CFR Part §200.318 General procurement standards)**

Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

## ATTACHMENT B

### **Section 109, Housing and Community Development Act of 1974**

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

## ATTACHMENT C

### **Age Discrimination Act of 1975, as amended Nondiscrimination on the Basis of Age**

No qualified person shall on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

## ATTACHMENT D

### **Section 504 of the Rehabilitation Act of 1973, as amended Nondiscrimination on the Basis of Disability**

No qualified disabled person shall on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

## ATTACHMENT E

**NCDWI - §135.38 Section 3 clause.**

**All section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):**

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## ATTACHMENT F

### Access to Records and Record Retainage Clause

In general, all official project records and documents must be maintained during the operation of this project and for a period of three years following closeout in compliance with 24 CFR 570.490.

The North Carolina Department of Commerce: Rural Development Division, the North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and the NC Department of Environmental Quality, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

## ATTACHMENT G

### Lobbying Clauses Required by Section 1352, Title 31, U.S. Code

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

## ATTACHMENT H

**Legal Remedies Provision and Termination Provision**  
**Termination for Cause: Event of Default**

- a. Grant Recipient may terminate contract with written notice of violation or breach of contract provided, however, that no such violation shall occur until the Grant Recipient has been given written notice of the breach and 30 days to cure have elapsed.
- b. Grant Recipient may terminate contract for default in performance provided, however, that no such default shall occur until the Grant Recipient has been given written notice of the default and 30 days to cure have elapsed
- c. Grant Recipient may terminate contract for misrepresentation if any representation or warranty made by the Contractor in connection with the Contract or any information, certificate, statement or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.

Remedies: If an Event of Default shall occur, the Grant Recipient shall have the following rights and remedies, which are exercisable at the Grant Recipient's sole discretion, and are cumulative, concurrent and independent rights

- a. In the event that the CLIENT finds that it is inadvisable or impossible to continue the execution of the project; or if CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement; or, if CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement; or if CONSULTANT becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the CLIENT has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing thirty days written notice to CONSULTANT of such termination and specifying the effective date of such termination; provided, however, that during such period of thirty days CONSULTANT shall have the opportunity to remedy such failures or violations to avoid such termination.
- b. In the event of termination, as provided herein, CONSULTANT shall be paid for all services performed and actual expenses incurred up to the effective date of the termination of services and any fees or expenses post termination effective date that may be incurred associated with transitioning the work to the CLIENT or the CLIENT's affiliate.

## EXHIBIT I - Sanford

### Modified Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. **Payment:**

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. **Standard of Care:** CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

3. **Waiver of Consequential Damages/Limitation of Liability:** CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$1,000,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater.

4. **Representations of CLIENT:** CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT, and that such payments shall be made in a timely fashion.

5. **Ownership of Instruments of Service:** All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. **Change Orders:** CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees.

8. **Opinion of Cost/Cost Estimates:** Since the CONSULTANT has no control over the cost of labor, materials, equipment of services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs and will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes greater assurances as to the amount of any costs, he shall employ an independent cost estimator to make such determination.

9. **Assignment and Third Parties:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. **Project Site:** Should CLIENT not be owner of the project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site.

11. **Access to Site:** CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out his services.

12. **Survival:** All of CLIENT's obligations and liabilities, including but not limited to CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.

13. **Termination:** Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

16. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all integrated negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT

17. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which, affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

20. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. **Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site.

23. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles. Any legal proceedings will take place in Lee County, NC.

24. **Construction Services:** If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the engineering standards for the Project, and shall not give rise to a claim against a contractor's failure to hold in accordance with the applicable plans, specifications or standards.

25. **Field Representative:** If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. **Submittals:** CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques or procedures of construction, including but not limited to, safety requirements.

## EXHIBIT II

### Fee & Expense Schedule

Description	Rate
<b>Engineering/Landscape Architecture Project Mgmt.</b>	
Principal	\$ 205
Client Experience Manager	\$ 190
Senior Project Manager	\$ 175
Project Manager	\$ 160
Assistant Project Manager	\$ 145
<b>Engineering</b>	
Senior Technical Consultant	\$ 190
Senior Project Engineer	\$ 175
Project Engineer III	\$ 160
Project Engineer II	\$ 145
Project Engineer I	\$ 135
Staff Professional III	\$ 125
Staff Professional II	\$ 115
Staff Professional I	\$ 95
Senior Project Coordinator	\$ 110
Project Coordinator	\$ 95
Senior Designer	\$ 140
Designer II	\$ 120
Designer I	\$ 110
Senior CAD Technician	\$ 115
CAD Technician II	\$ 100
CAD Technician I	\$ 90
<b>Landscape Architecture/Planning</b>	
Zoning Specialist	\$ 225
Senior Landscape Architect	\$ 165
Landscape Architect III	\$ 150
Landscape Architect II	\$ 135
Landscape Architect I	\$ 125
Landscape Designer II	\$ 115
Landscape Designer I	\$ 105
Senior Planner	\$ 155
Planner III	\$ 135
Planner II	\$ 115
Planner I	\$ 105
Planning Technician	\$ 95
<b>Construction Administration</b>	
Senior Construction Manager	\$ 155
Construction Manager II	\$ 135
Construction Manager I	\$ 125
Senior Resident Project Representative	\$ 115
Resident Project Representative II	\$ 105
Resident Project Representative I	\$ 95

Description	Rate
<b>Geomatics</b>	
Principal	\$ 200
Senior Technical Consultant	\$ 185
Geomatics Senior Manager	\$ 175
Geomatics Project Manager II (SR PM)	\$ 145
Geomatics Project Manager I	\$ 135
Geomatics Project Professional II	\$ 140
Geomatics Project Professional I	\$ 125
Geomatics CAD III	\$ 110
Geomatics CAD II	\$ 95
Geomatics CAD I	\$ 75
Geomatics GIS Specialist	\$ 120
Geomatics GIS Tech III	\$ 105
Geomatics GIS Tech II	\$ 90
Geomatics GIS Tech I	\$ 75
Geomatics Remote Sensing Crew (2-Man)	\$ 255
Geomatics Remote Sensing Crew (1-Man)	\$ 180
Geomatics SUE Crew (2-Man)	\$ 225
Geomatics SUE Crew (1-Man)	\$ 160
Geomatics Survey Crew III (3-Man)	\$ 200
Geomatics Survey Crew II (2-Man)	\$ 160
Geomatics Survey Crew I (1-Man)	\$ 130
Geomatics Survey Tech IV	\$ 105
Geomatics Survey Tech III	\$ 95
Geomatics Survey Tech II	\$ 70
Geomatics Survey Tech I	\$ 45
<b>Funding and Asset Management</b>	
F&AM Principal Consultant	\$ 165
F&AM Senior Project Manager	\$ 135
F&AM Project Manager	\$ 125
F&AM Project Consultant II	\$ 100
F&AM Project Consultant I	\$ 90
F&AM Staff Professional	\$ 70

Description	Rate
<b>Environmental / Geology</b>	
Principal	\$ 200
Senior Technical Consultant	\$ 185
Environmental Project Professional V	\$ 170
Environmental Project Professional IV	\$ 155
Environmental Project Professional III	\$ 140
Environmental Project Professional II	\$ 130
Environmental Project Professional I	\$ 120
Environmental Staff Professional III	\$ 115
Environmental Staff Professional II	\$ 105
Environmental Staff Professional I	\$ 95
Environmental Technician II	\$ 90
Environmental Technician I	\$ 75
Senior Biologist/Wetlands Scientist	\$ 145
Biologist/Wetlands Scientist III	\$ 125
Biologist/Wetlands Scientist II	\$ 115
Biologist/Wetlands Scientist I	\$ 105
Senior Hydrogeologist	\$ 165
Project Geologist II (Sr. Proj. Geologist)	\$ 140
Project Geologist I	\$ 120
Staff Geologist II	\$ 110
Staff Geologist I	\$ 100
<b>Administrative</b>	
Office Administrator III	\$ 100
Office Administrator II	\$ 95
Office Administrator I	\$ 90
Administrative Assistant III	\$ 80
Administrative Assistant II	\$ 70
Administrative Assistant I	\$ 65
<b>Expenses</b>	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

*Effective January 1, 2020 - Schedule is subject to change*



Public Works Department

**CITY OF SANFORD**

P. O. BOX 3729

FAX 919-774-8179

**North Carolina 27331-3729**

TELEPHONE 919-777-1118

Or 919-777-1122

Paul M. Weeks, Jr., P.E.  
City Engineer

TO: Mayor Mann and Members of Council

FROM: Mary DePina, EI

DATE: July 7, 2020

SUBJECT: Recommendation to Enter into Grant Administrator Agreement: East Sanford Sanitary Sewer Rehabilitation/Replacement CDBG-I Project

**RE: CDBG-I: East Sanford Sanitary Sewer Rehabilitation/Replacement Project**

On June 2, 2020, Council approved an ordinance to accept CDBG-I funding in the amount of \$2,000,000. The purpose of the grant is to repair and/or replace a portion of older sanitary sewer lines and manholes in a large Low to Moderate income, (LMI) neighborhood in East Sanford. This project will repair and/or replace approximately 8,000 linear feet of 8-inch sanitary sewer lines and will serve an estimated 159 residences. (113 houses and 46 housing authority apartments). In order to ensure grant compliance, procurement of a Grant Administrator is imperative.

The City published its Request for Proposals in the Sanford Herold, Greater Diversity News and, the NC Interactive Publishing System, (IPS).

On June 12, 2020 the City received submittals from three (3) firms seeking to provide Grant Administration Services: IBTS, Partnership Consulting and WithersRavenel. Each proposal was reviewed and evaluated according to criteria set forth in the requests. This process is designed for the selection of the most qualified firm.

Based on staff evaluation and ranking of the proposals, Engineering recommends entering into a Grant Administration agreement with WithersRavenel in the amount of \$103,638.

The selection Matrix, used to evaluate the submittals, can be seen in Table A below. Each criteria represents criteria expressed in the posted Request for Proposal.

Table A: Selection Matrix for Grant Administration Services

<b>CDBG-I.E. Sanford Sewer Replacement/Rehabilitation Grant Admin Selection Matrix</b>				
				<b>Firm/Company</b>
		<b>IBTS</b>	<b>Partnership Consulting</b>	<b>WithersRavenel</b>
<b>Evaluation Criteria</b>	<b>Max Points</b>			
Qualifications, Competence and Reputation of Firm or Individual Consultant	20	20	20	20
Prior CDBG Infrastructure Grant Experience of Firm or Individual consultant	20	20	20	20
Qualifications of Actively Involved Staff (assigned staff members of Firm or Consultant)	20	18	18	20
Availability to Address Local Needs.	20	18	18	20
Availability	15	15	15	15
Cost of Services	5	1.0	2.5	5.0
	<b>Total</b>	<b>100</b>	<b>92</b>	<b>93.5</b>
				<b>100</b>

July 1, 2020

Phillip Hegwer  
City of Sanford  
225 E. Weatherspoon Street  
PO Box 3729  
Sanford, NC 27331

*RE: City of Sanford– CDBG Infrastructure Sewer Line Rehabilitation  
Project Administration*

Dear Mr. Hegwer,

WithersRavenel (CONSULTANT) is pleased to provide this Agreement for Grant Administration Services to the City of Sanford (CLIENT) for the Community Development Infrastructure Block Grant for the Sewer Line Rehabilitation Project (PROJECT). The following proposal was made after careful consideration of all project related tasks.

If you have any further questions, please don't hesitate to let us know. We are ready to begin work immediately upon receipt of the signed contract.

Sincerely,

A handwritten signature in blue ink, appearing to read "Seth Roberson".

Seth Roberson, PE  
Vice President  
Funding & Asset Management

## **Agreement for Professional Services**

### **A. PROJECT DESCRIPTION**

The CLIENT has secured a Community Development Infrastructure Block Grant from the North Carolina Department of Environmental Quality to replace aged sewer lines. This project will rehabilitate and replace approximately 8,000 LF of aged and failing wastewater collection system lines and manholes in the areas of Talley Avenue, Linden Avenue, N First Street, N Second Street, N Fourth Street, S Fifth Street, N Sixth Street, S Sixth Street, Midland Avenue, Charlotte Avenue, McIver Street, Maple Avenue, Hickory Avenue and Goldsboro Avenue.(PROJECT)

### **B. SCOPE OF SERVICES**

Since the CLIENT has limited staff to support grant related activities, we understand the need to be hands-on to meet all deadlines and comply with all administrative guidelines. The CONSULTANT will be responsible for carrying out the following administration related activities with support of the CLIENT:

1. Set up Dual Filing System. Work with CLIENT CDBG designees to ensure dual files stay current and comprehensive.
2. Work with the CLIENT to ensure that all special conditions in the grant contract, all action items and routine paperwork updates are accomplished.
3. Maintain cumulative beneficiary information.
4. Prepare drafts of all necessary progress reports and annual reports. Submit draft reports to the CLIENT for review, edit and signature. Submit reports to proper recipients on CLIENT's behalf.
5. Prepare reimbursement requests and compile necessary supporting documentation. Submit information to the CLIENT for review, edit and signature. Submit finalized requests to Department of Environmental Quality (DEQ) on CLIENT's behalf.
6. Work with engineering staff and CLIENT to prepare and finalize any necessary paperwork and plan amendments and revisions. Work with the CLIENT to ensure all required plans and forms that require renewals are done so in accordance with CDBG guidelines.
7. Work with the CLIENT to ensure compliance with all CDBG guidelines during design, bidding and construction.
8. Participate in the pre-construction meeting by presenting CDBG guidelines, discussing what will be expected from DEQ during the course of the project relating to reporting, job classification and labor requirements.
9. Work with the CLIENT to ensure they are planning for and completing activities they outlined in the Citizen Participation and Fair Housing Plans.

10. Conduct onsite Davis-Bacon wage interviews.
11. Ensure compliance with Davis-Bacon guidelines by pulling the wage rates and comparing them to the payroll sheets, reporting and following up on any discrepancies. Review timesheets and payroll sheets in an effort to identify potential issues.
12. Work with the CLIENT to prepare all necessary Davis-Bacon paperwork needed for inspections.
13. Act as liaison between the CLIENT and DEQ's CDBG-I Unit.
14. Assist the CLIENT with on-site grant administration inspections and monitoring visits.
15. Work with the CLIENT to complete all required closeout activities.
16. Conduct as needed phone consultations with the CLIENT.

Support the CLIENT with completing any miscellaneous tasks assigned by DEQ to the CLIENT through the course of project.

## **C. ASSUMPTIONS**

The CONSULTANT's scope of work is based on the following assumptions:

Per CDBG Contract Provisions Guidelines, this contract includes Attachments A, B, C, D, F, G, H and I. CONSULTANT will comply with the following in the administration of the project:

- ▶ Conflict of Interest Clause, included as Attachment "A"
- ▶ Section 109, Housing and Development Act of 1974, as amended (Nondiscrimination Clause, included as Attachment "B").
- ▶ Age Nondiscrimination Act of 1975, included as Attachment "C".
- ▶ Section 504 of the Rehabilitation Act, Disability Discrimination Clause, included as Attachment "D".
- ▶ Section 3 Clause, the provisions of which are included as Attachment "E".
- ▶ Access to Records and Retainage Clause, included as Attachment "F".
- ▶ Lobbying Clauses, as required by Section 1352, Title 31, U.S. Code, included as Attachment "G".
- ▶ Legal Remedies Provisions and Termination Provisions, included as Attachment "H".

## **D. ADDITIONAL SERVICES**

Services that are not included in Section B or are specifically excluded from this AGREEMENT shall be considered Additional Services. The CONSULTANT will furnish or obtain from others Additional Services if requested in writing by the CLIENT and accepted by the CONSULTANT. Additional Services shall be paid by the CLIENT in accordance with the Fee & Expense Schedule provided at the time of negotiation.

## **E. CLIENT RESPONSIBILITIES**

During the performance of the CONSULTANT's services under this AGREEMENT, CLIENT will:

- ▶ Assist the CONSULTANT by providing all available information pertinent to the PROJECT, including any reports, maps, drawings, and any other data relative to the PROJECT.

- ▶ Examine all proposals, studies, reports, sketches, estimates, specifications, drawings, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
- ▶ Adopt and submit any required plans, reports, paperwork, invoices and agreements as required by the funding agency in a timely fashion and in accordance with the funding agency contract.

CONSULTANT will further comply with dates required by the CDBG-I Start-Up Session as well as Reporting Requirements contained therein.

Funds for approved expenditures encumbered prior to the effective date of suspension or termination may be expended for those purposes, even though payments occur subsequent to the suspension or termination date. Damages are limited to the actual expenses or the contract amount set out above, whichever is less.

## **F. COMPENSATION FOR SERVICES**

CONSULTANT proposes to provide the following Scope of Services to the CLIENT as outlined in this document for a fee of \$103,638. The project cost would be assessed monthly based on progress, in accordance with the CONSULTANT's current schedule of fees and expenses.

## **G. TIMELINE FOR SERVICES**

CONSULTANT will begin services immediately upon receipt of signed contract.

**H. ACCEPTANCE**

Receipt of an executed copy of this agreement will serve as the written agreement between CONSULTANT and CLIENT for the services outlined.

**Submitted by CONSULTANT:**

WithersRavenel, Inc.  
115 MacKenan Drive  
Cary, NC 27511

**Accepted by CLIENT:**

City of Sanford  
225 W. Weatherspoon Street  
PO Box 3729  
Sanford, NC 27331



\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Seth Robertson  
\_\_\_\_\_  
Printed Name

Phillip "Hal" Hegwer  
\_\_\_\_\_  
Printed Name

Vice President, Funding & Asset Management  
\_\_\_\_\_  
Title

City Manager  
\_\_\_\_\_  
Title

srobertson@withersravenel.com  
\_\_\_\_\_  
Email Address

hal.hegwer@sanfordnc.net  
\_\_\_\_\_  
Email Address

919-469-3340  
\_\_\_\_\_  
Phone

919-775-8202  
\_\_\_\_\_  
Phone

7/1/2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
Date

## CDBG CONTRACT TERMS AND CONDITIONS ATTACHMENTS

### ATTACHMENT A

#### **Conflict of Interest (2 CFR Part §200.318 General procurement standards)**

Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

### ATTACHMENT B

#### **Section 109, Housing and Community Development Act of 1974**

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

### ATTACHMENT C

#### **Age Discrimination Act of 1975, as amended Nondiscrimination on the Basis of Age**

No qualified person shall on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

### ATTACHMENT D

#### **Section 504 of the Rehabilitation Act of 1973, as amended Nondiscrimination on the Basis of Disability**

No qualified disabled person shall on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

## ATTACHMENT E

**NCDWI - §135.38 Section 3 clause.**

**All section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):**

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## ATTACHMENT F

### **Access to Records and Record Retainage Clause**

In general, all official project records and documents must be maintained during the operation of this project and for a period of three years following closeout in compliance with 24 CFR 570.490.

The North Carolina Department of Commerce: Rural Development Division, the North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and the NC Department of Environmental Quality, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

## ATTACHMENT G

### **Lobbying Clauses Required by Section 1352, Title 31, U.S. Code**

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

## ATTACHMENT H

**Legal Remedies Provision and Termination Provision**  
**Termination for Cause: Event of Default**

- a. Grant Recipient may terminate contract with written notice of violation or breach of contract provided, however, that no such violation shall occur until the Grant Recipient has been given written notice of the breach and 30 days to cure have elapsed.
- b. Grant Recipient may terminate contract for default in performance provided, however, that no such default shall occur until the Grant Recipient has been given written notice of the default and 30 days to cure have elapsed
- c. Grant Recipient may terminate contract for misrepresentation if any representation or warranty made by the Contractor in connection with the Contract or any information, certificate, statement or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.

Remedies: If an Event of Default shall occur, the Grant Recipient shall have the following rights and remedies, which are exercisable at the Grant Recipient's sole discretion, and are cumulative, concurrent and independent rights

- a. In the event that the CLIENT finds that it is inadvisable or impossible to continue the execution of the project; or if CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement; or, if CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement; or if CONSULTANT becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the CLIENT has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing thirty days written notice to CONSULTANT of such termination and specifying the effective date of such termination; provided, however, that during such period of thirty days CONSULTANT shall have the opportunity to remedy such failures or violations to avoid such termination.
- b. In the event of termination, as provided herein, CONSULTANT shall be paid for all services performed and actual expenses incurred up to the effective date of the termination of services and any fees or expenses post termination effective date that may be incurred associated with transitioning the work to the CLIENT or the CLIENT's affiliate.

## EXHIBIT I - Sanford

### Modified Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

**1. Payment:**

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

**2. Standard of Care:** CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

**3. Waiver of Consequential Damages/Limitation of Liability:** CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$1,000,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater.

**4. Representations of CLIENT:** CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT, and that such payments shall be made in a timely fashion.

**5. Ownership of Instruments of Service:** All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

CONSULTANT shall make available to CLIENT copies of all plans and specifications.

**7. Change Orders:** CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees.

**8. Opinion of Cost/Cost Estimates:** Since the CONSULTANT has no control over the cost of labor, materials, equipment of services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs and will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes greater assurances as to the amount of any costs, he shall employ an independent cost estimator to make such determination.

**9. Assignment and Third Parties:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

**10. Project Site:** Should CLIENT not be owner of the project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site.

**11. Access to Site:** CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out his services.

**12. Survival:** All of CLIENT's obligations and liabilities, including but not limited to CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.

**13. Termination:** Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

16. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all integrated negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT

17. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which, affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

20. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. **Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site.

23. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles. Any legal proceedings will take place in Lee County, NC.

24. **Construction Services:** If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the engineering standards for the Project, and shall not give rise to a claim against a contractor's failure to hold in accordance with the applicable plans, specifications or standards.

25. **Field Representative:** If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. **Submittals:** CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques or procedures of construction, including but not limited to, safety requirements.

## EXHIBIT II

### Fee & Expense Schedule

Description	Rate
<b>Engineering/Landscape Architecture Project Mgmt.</b>	
Principal	\$ 205
Client Experience Manager	\$ 190
Senior Project Manager	\$ 175
Project Manager	\$ 160
Assistant Project Manager	\$ 145
<b>Engineering</b>	
Senior Technical Consultant	\$ 190
Senior Project Engineer	\$ 175
Project Engineer III	\$ 160
Project Engineer II	\$ 145
Project Engineer I	\$ 135
Staff Professional III	\$ 125
Staff Professional II	\$ 115
Staff Professional I	\$ 95
Senior Project Coordinator	\$ 110
Project Coordinator	\$ 95
Senior Designer	\$ 140
Designer II	\$ 120
Designer I	\$ 110
Senior CAD Technician	\$ 115
CAD Technician II	\$ 100
CAD Technician I	\$ 90
<b>Landscape Architecture/Planning</b>	
Zoning Specialist	\$ 225
Senior Landscape Architect	\$ 165
Landscape Architect III	\$ 150
Landscape Architect II	\$ 135
Landscape Architect I	\$ 125
Landscape Designer II	\$ 115
Landscape Designer I	\$ 105
Senior Planner	\$ 155
Planner III	\$ 135
Planner II	\$ 115
Planner I	\$ 105
Planning Technician	\$ 95
<b>Construction Administration</b>	
Senior Construction Manager	\$ 155
Construction Manager II	\$ 135
Construction Manager I	\$ 125
Senior Resident Project Representative	\$ 115
Resident Project Representative II	\$ 105
Resident Project Representative I	\$ 95

Description	Rate
<b>Geomatics</b>	
Principal	\$ 200
Senior Technical Consultant	\$ 185
Geomatics Senior Manager	\$ 175
Geomatics Project Manager II (SR PM)	\$ 145
Geomatics Project Manager I	\$ 135
Geomatics Project Professional II	\$ 140
Geomatics Project Professional I	\$ 125
Geomatics CAD III	\$ 110
Geomatics CAD II	\$ 95
Geomatics CAD I	\$ 75
Geomatics GIS Specialist	\$ 120
Geomatics GIS Tech III	\$ 105
Geomatics GIS Tech II	\$ 90
Geomatics GIS Tech I	\$ 75
Geomatics Remote Sensing Crew (2-Man)	\$ 255
Geomatics Remote Sensing Crew (1-Man)	\$ 180
Geomatics SUE Crew (2-Man)	\$ 225
Geomatics SUE Crew (1-Man)	\$ 160
Geomatics Survey Crew III (3-Man)	\$ 200
Geomatics Survey Crew II (2-Man)	\$ 160
Geomatics Survey Crew I (1-Man)	\$ 130
Geomatics Survey Tech IV	\$ 105
Geomatics Survey Tech III	\$ 95
Geomatics Survey Tech II	\$ 70
Geomatics Survey Tech I	\$ 45
<b>Funding and Asset Management</b>	
F&AM Principal Consultant	\$ 165
F&AM Senior Project Manager	\$ 135
F&AM Project Manager	\$ 125
F&AM Project Consultant II	\$ 100
F&AM Project Consultant I	\$ 90
F&AM Staff Professional	\$ 70

Description	Rate
<b>Environmental / Geology</b>	
Principal	\$ 200
Senior Technical Consultant	\$ 185
Environmental Project Professional V	\$ 170
Environmental Project Professional IV	\$ 155
Environmental Project Professional III	\$ 140
Environmental Project Professional II	\$ 130
Environmental Project Professional I	\$ 120
Environmental Staff Professional III	\$ 115
Environmental Staff Professional II	\$ 105
Environmental Staff Professional I	\$ 95
Environmental Technician II	\$ 90
Environmental Technician I	\$ 75
Senior Biologist/Wetlands Scientist	\$ 145
Biologist/Wetlands Scientist III	\$ 125
Biologist/Wetlands Scientist II	\$ 115
Biologist/Wetlands Scientist I	\$ 105
Senior Hydrogeologist	\$ 165
Project Geologist II (Sr. Proj. Geologist)	\$ 140
Project Geologist I	\$ 120
Staff Geologist II	\$ 110
Staff Geologist I	\$ 100
<b>Administrative</b>	
Office Administrator III	\$ 100
Office Administrator II	\$ 95
Office Administrator I	\$ 90
Administrative Assistant III	\$ 80
Administrative Assistant II	\$ 70
Administrative Assistant I	\$ 65
<b>Expenses</b>	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

*Effective January 1, 2020 - Schedule is subject to change*

**Board and Commission Members**  
**Applications Received as of July 2, 2020**  
 (Regular appointments serve three-year terms.)

**ADA COMPLIANCE COMMITTEE**

One vacancy:

Elected Official – Term expires 6.30.2023

**BOARD OF ADJUSTMENT/  
HOUSING BOARD OF APPEALS**

Two Vacancies:

Regular position – Term expires 6.30.2021

Alternate position – Term expires 6.30.2023

Tommy Brickle

**COMMISSION ON THE OPIOID ABUSE EPIDEMIC**

One vacancy:

Education Representative – Term expires 6.30.2022

Emily Hare

**SANFORD HOUSING AUTHORITY**

One vacancy – Term expires 6.30.2023

Mark Akinosho  
Ellen Dunlap

vicki.cannady@sanfordnc.net

**From:** noreply@civicplus.com  
**Sent:** Thursday, April 16, 2020 5:49 PM  
**To:** vicki.cannady@sanfordnc.net  
**Subject:** Online Form Submittal: Boards & Commissions Application

### Boards & Commissions Application

If you have any questions, please call City Clerk Bonnie Davis at 919-777-1111.

First Name of Applicant	Tommy
Last Name of Applicant	Brickle
Address	1505 Brentwood Place
City	Sanford
State	NC
Zip Code	27330
Daytime Phone	803 747 6745
Evening Phone	803 747 6745
Marital Status	Married
Spouse's Name	Julia Stretton
Email	tommy@thebrickles.net
Registered Voter in Ward	Ward 1

I Wish to Be Considered for Appointment to the Following Board / Commission / Committee  
~~Planning Board~~ *Board of Adjustment*

**List Any Experience / Qualifications You Have Relevant to the Above Board / Commission / Committee**

In all the towns that we have lived in, I have volunteered to help with any activity to improve the city and community. Most recently, I completed the Community emergency response team (CERT) training. I also started attending the Sanford Citizen's Academy to learn more about our town and government until it was suspended due to the virus. I am looking forward to completing this once life gets back to normal.

I also served as president of my condo association for two years in Winston-Salem NC. I enjoy being an active member of my community and being a part of the solution.

---

List Below Your Second Choice Board / Commission / Committee, if Applicable	ABC Board
List Any Experience/Qualifications You Have Relevant to the Second Preference	<i>Field not completed.</i>
I Certify That All of the Information Contained in This Application is True to the Best of My Knowledge.	Tommy D Brickle
Date	4/16/2020

---

Email not displaying correctly? [View it in your browser.](#)

**CITY OF SANFORD  
APPLICATION FOR  
BOARDS/COMMISSIONS/COMMITTEES**

NAME OF APPLICANT: Emily Carter Hare

COMPLETE ADDRESS (including zip code): 2537 Buckingham Drive, Sanford, NC 27330

DAYTIME PHONE: 919-718-7230 EVENING PHONE: 336-749-8542

MARITAL STATUS: Married SPOUSE'S NAME: Walter "Bud" Hare

E-MAIL: emilychare@gmail.com

I AM A REGISTERED VOTER IN WARD 2, WHICH IS LOCATED WITHIN THE SANFORD CITY LIMITS.

I WISH TO BE CONSIDERED FOR APPOINTMENT TO THE FOLLOWING BOARD/COMMISSION/COMMITTEE:  
(list only one)  
Opioid Abuse

LIST ANY EXPERIENCE/QUALIFICATIONS YOU HAVE RELEVANT TO THE ABOVE BOARD/COMMISSION/COMMITTEE:

With my job at Central Carolina Community College, I work directly with students who have be

LIST ALL BOARDS AND COMMISSIONS ON WHICH YOU ARE CURRENTLY SERVING:

S3 Housing Connect Engagement Committee, Wake Forest University Greek Alumni Board

LIST BELOW YOUR SECOND CHOICE BOARD/COMMISSION/COMMITTEE, IF APPLICABLE: (list only one)

N/A

LIST ANY EXPERIENCE/QUALIFICATIONS YOU HAVE RELEVANT TO THE SECOND PREFERENCE:

N/A

I CERTIFY THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. THIS THE 19 DAY OF June, 202020.

\_\_\_\_\_  
(Signature of Applicant)

(Please return completed application via one of the following: Mail to City Clerk, P. O. Box 3729, Sanford, NC 27331-3729; fax to 919-775-8205; or email to [bonnie.davis@sanfordnc.net](mailto:bonnie.davis@sanfordnc.net)). If you have any questions, please call City Clerk Bonnie Davis at 919-777-1111.

*Reg*

**vicki.cannady@sanfordnc.net**

---

**From:** noreply@civicplus.com  
**Sent:** Monday, June 22, 2020 12:24 PM  
**To:** vicki.cannady@sanfordnc.net  
**Subject:** Online Form Submittal: Boards & Commissions Application

## Boards & Commissions Application

If you have any questions, please call City Clerk Bonnie Davis at 919-777-1111.

First Name of Applicant	Revd Mark
Last Name of Applicant	Akinosho
Address	820 Hayden Avenue ✓
City	Sanford
State	North Carolina
Zip Code	27330
Daytime Phone	9197185004
Evening Phone	9197758133
Marital Status	Married
Spouse's Name	Caroline Akinosho
Email	makinosho@windstream.net
Registered Voter in Ward	Ward 2 <span style="border: 1px solid blue; border-radius: 50%; padding: 2px;">#1</span>
I Wish to Be Considered for Appointment to the Following Board / Commission / Committee	Sanford Housing Authority
List Any Experience / Qualifications You Have Relevant to the Above Board / Commission / Committee	Chairman, Lee County Board of Education Sanford Board of Adjustment & Housing .etc
List Below Your Second Choice Board / Commission / Committee, if Applicable	<i>Field not completed.</i>

List Any  
Experience/Qualifications  
You Have Relevant to the  
Second Preference

*Field not completed.*

---

I Certify That All of the  
Information Contained in  
This Application is True to  
the Best of My Knowledge.

Mark Akinosho

---

Date

6/22/2020

---

Email not displaying correctly? [View it in your browser.](#)

**vicki.cannady@sanfordnc.net**

---

**From:** noreply@civicplus.com  
**Sent:** Saturday, June 20, 2020 5:38 PM  
**To:** vicki.cannady@sanfordnc.net  
**Subject:** Online Form Submittal: Boards & Commissions Application

## Boards & Commissions Application

If you have any questions, please call City Clerk Bonnie Davis at 919-777-1111.

First Name of Applicant	Ellen
Last Name of Applicant	Dunlap
Address	910 Clark Circle
City	Sanford
State	NC
Zip Code	27330
Daytime Phone	9192921910
Evening Phone	9192921910
Marital Status	single
Spouse's Name	<i>Field not completed.</i>
Email	ejdunlap1203@email.campbell.edu
Registered Voter in Ward	<i>Field not completed.</i> <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">4</span>
I Wish to Be Considered for Appointment to the Following Board / Commission / Committee	Sanford Housing Authority
List Any Experience / Qualifications You Have Relevant to the Above Board / Commission / Committee	I live in Sanford Housing Authority, I have a Social Worker Degree, and I am a concerned citizen of Lee County.
List Below Your Second Choice Board / Commission / Committee, if Applicable	<i>Field not completed.</i>

R

List Any  
Experience/Qualifications  
You Have Relevant to the  
Second Preference

*Field not completed.*

---

I Certify That All of the  
Information Contained in  
This Application is True to  
the Best of My Knowledge.

Ellen Janell Dunlap

---

Date

6/20/2020

---

Email not displaying correctly? [View it in your browser.](#)

**BOARDS AND COMMISSIONS****AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE COMMITTEE**

	<u>Effective Date</u>	<u>Reappointed Date</u>	<u>Term Expires</u>
Clifton (Rick) W. Paderick, Jr.	08-21-18		06-30-21
Nancy Whalen	06-18-19		06-30-22
Elizabeth Bray	06-16-20		06-30-23
Cora McIver	08-06-19		06-30-22

James G. Williams – Council Member

06-20-17

**06-30-20**

Van Dowdy – ADA Coordinator

**Purpose**

To conduct hearings at the request of disabled persons who feel the City of Sanford has discriminated against him/her in providing access to and participation in public facilities, services, activities, and functions.

**Appointment Authority**

Five members shall be appointed by the City Council as provided by Resolution No. 1992-23, adopted July 21, 1992; and Ordinance No. 1996-10, adopted April 2, 1996. Membership shall consist of one elected official, one private citizen from the disabled community, two private citizens from the business community, and one citizen from the health care/medical profession.

**Authority of Committee**

As outlined in Complaint Procedures to Resolve Grievances under the Americans with Disabilities Act.

**Meeting Time and Location**

Committee to meet on as-needed basis. (If complainant appeals a decision of the ADA Coordinator, the Chairman of the ADA Compliance Committee shall set a hearing date. The hearing shall be in public and all proceedings shall be recorded. The Committee shall issue a written decision within 20 days of the conclusion of the hearing. If the complainant is not satisfied with the decision of the ADA Compliance Committee, he may file a written statement to that effect and request a hearing before the City Council.)

**Location**

Council Chambers Conference Room, City Hall, Sanford.