



May 17, 2023

Chip Crumpler, County Manager
Wayne County
224 East Walnut Street
Goldsboro, North Carolina 27533-0227

**RE: Amendment No. 02
Goldsboro Industrial Campus
Goldsboro, North Carolina
WithersRavenel Project No. 02170931.02**

Dear Mr. Crumpler,

WithersRavenel has entered into an "Agreement" with Wayne County for the project known as Goldsboro Industrial Campus, dated 1/25/2019, for the furnishing of professional services in which Wayne County requests to amend. The attached Amendment Number 02 outlines the additional services included with this amendment.

We look forward to continuing our collaborating with you on this project. Please feel free to contact me with any questions and/or to discuss any aspect of the attached amendment.

Sincerely,

WithersRavenel

Dave Bartone, PE
Senior Project Manager, Site Civil
[Send E-Mail](#)
Ph. 919.238.0464 | Direct. 919-886-9106

Goldsboro Industrial Campus City of Goldsboro, Wayne Co., North Carolina Amendment No. 02

A. General

WithersRavenel has previously entered into an “Agreement” with Wayne County, dated 1/25/2019, for the furnishing of professional services; the parties now wish to amend said “Agreement”.

Therefore, it is mutually understood that the “Agreement” is amended to include the Additional Services to be performed by WithersRavenel and provisions for additional compensation from Wayne County to WithersRavenel, all as set forth within this Amendment. The parties ratify the terms and conditions of the Agreement which are incorporated by reference and any changes to those terms and conditions shall be noted in this amendment.

If there are any conflicts in rates and/or terms and conditions, those specified in this Amendment will take precedence.

B. Timeline for Services

WithersRavenel will begin scope of work upon receipt of executed Amendment and written notice to proceed from Wayne County. Work listed below was performed during the period of February 2, 2022 and April 21, 2023

The above estimated timeframe(s) may be impacted by, among other things:

- ▶ Timeliness and additional permit and/or plan reviews of review agencies;
- ▶ Timeliness and accuracy of information provided by the Client, Architect, and other Client consultants.

Timeframe through construction will vary based on:

- ▶ The Client’s schedule and phasing;
- ▶ Contractor’s progress and adherence to completion date;
- ▶ Client and/or Agencies requesting additional work.

If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed-upon adjustments may result in adjustments to WithersRavenel fees.

Certain tasks, such as reviews and approvals, are performed by third parties, including governmental agencies, over which neither Client nor WithersRavenel have control or responsibility. As such, neither party is responsible for delays or the resulting cost impacts caused by third parties.

C. Scope of Services

WithersRavenel shall provide the services identified under each task below as its “Basic Services” under the Agreement:

Task 16. Additional Services (per Owner)

Additional Services were accrued in direct response to requests by the Client and/or their representatives throughout the later stages of the project. These requesting entities include WCDA, Wayne County Manager’s office and/or the Wayne County Board of Commissioners, and include:

- ▶ Revised plans to reflect County contractor construction of proposed water and sewer (rather than separate installations by City contractor per agreement)
- ▶ Revised plans to eliminate previously approved Add-Alternates, combining entire site into a single base-bid, as directed by County Commissioners;
- ▶ Revised plans to eliminate previously approved street cul-de-sac, and to increase project scope by adding lots and extending supporting roads and utilities;
- ▶ Resubmitted to City of Goldsboro, NCDOT, etc for re-approval of expanded plans;
- ▶ Re-permitting of extended / revised roads, sanitary sewer, waterline, storm sewer, erosion control and stormwater via submittals through City and State agencies;
- ▶ Updated bid documents and rebid project, attending pre-bid conference and address bid questions;
- ▶ Addressed contractor Change Order Requests for extensive undercut, etc, along with moderate contractor site demobilization, etc;
- ▶ Provided project management effort necessary to support project ownership/leadership and staff transitions away from WCDA to Wayne County management.

16.1. Project Management

WithersRavenel shall provide coordination and communication efforts for items relating to the Project that are not specifically covered in separate tasks outlined in the scope with specific items shown below:

- ▶ Coordinate and attend project meetings between senior WithersRavenel senior leadership and Wayne County officials, or other regulatory agencies including formal project review meetings.
- ▶ Coordinate and attend meeting with former Wayne County Manager to provide project update and direction forward. Meeting attended by three (3) WithersRavenel representatives;
- ▶ Attend Wayne County Commissioners' meeting to provide project update and schedule. Meeting attended by two (2) WithersRavenel representatives;
- ▶ Manage internal project processes, communication, and resources during process through design as noted in the Scope of Services;
- ▶ Prepare and provide billing and contract reports, project updates, contract copies, etc., as well support project during Wayne County leadership change, as requested.

~Note – All meetings include one (1) WR attendee unless otherwise noted.

16.2. Site / Construction Plan Revisions

WithersRavenel conducted the following plan revisions as directed by the Owner:

- ▶ Per Owner, updated the Construction Drawings (and project specifications) to reflect the County Contractor as the responsible party to install both the water and sewer (rather than the City contractor per City / County agreement);
- ▶ Revised grading and utility plans following jurisdictional ditch ruling change, allowing all existing Phase I ditches to be filled without permit issuance.
- ▶ Removed Add-Alternate #1 and #2 delineations from the Construction Plans and reports, combining the entire project into a single bas-bid project (per Owner);
- ▶ Removed cul-de-sac road access to Lots 1 and 6 per Owner, including waterline and ditching changes. This road right-of-way area to be redistributed into Lots 1 and 6;
- ▶ Extended entrance roadway and utilities further into the site necessary to support the addition of Lot 7 into Phase I. Per direction of the Owner, Lot 8 was to be included as well, however after

further research and preliminary engineering efforts, Lot 8 was determined to be tributary to future SCM pond, declaring this lot inclusion into Phase I not to be feasible;

- ▶ Revised erosion control plans, calculations and reports to include added Lot 7 (as required for re-permitting);
- ▶ Updated development's water model to include added lot 7 (as required for re-permitting);
- ▶ Following addition of Lot 7, revised Construction Drawings per City of Goldsboro comments. This included adding secondary emergency access to the west cul-de-sac from Patetown Road, etc.

16.3. Stormwater Calculations & Plan Revisions

WithersRavenel provided updated calculations and design plans following Owner's direction to remove cul-de-sac street and to increase the overall development size by adding Lot 7. As noted above, Lot 8 stormwater feasibility was reviewed, determining additional pond (and design of) would be required to support addition of Lot 8 (lot 8 was removed from design inclusion based on this information).

16.4. Landscape Plan Revisions

WithersRavenel provided the following services as part of this task:

- ▶ Revised the SCM pond Landscape Plan to include additional internal pond bank plantings per City of Goldsboro following Construction Plan re-submittal;
- ▶ Phase I rendering was created and provided top the County for use during ground breaking ceremony, as requested.

16.5. AHJ Re-Submittals and Re-Permitting

Following the addition of Lot 7, re-submittals and re-permitting was required, including (but not limited to):

- ▶ Construction Drawing submittal to City of Goldsboro (2 rounds and revisions);
- ▶ Site Plan submittal to City of Goldsboro;
- ▶ Updated Stormwater application to City of Goldsboro;
- ▶ Waterline permit application to City of Goldsboro for signature (public water);
- ▶ Sanitary sewer permit application to City of Goldsboro for signature (public sewer);
- ▶ Waterline permit application submittal to NCDENR for state permitting;
- ▶ Sanitary sewer permit application submittal to NCDENR for state permitting;
- ▶ Erosion Control permit application to NCDENR for state permitting;
- ▶ NCG01 Application submittal

16.6. Re-Bidding and Contract Support

WithersRavenel performed public bid phase activities during the re-bid, including the following:

- ▶ Conduct pre-bid meeting at Wayne County office;
- ▶ Provide bid advertisement support (to be posted by the Client);
- ▶ Furnish construction documents to bidders via an electronic bidding service;
- ▶ Answer contractor/client questions during bidding (estimated 2 (two) hours);
- ▶ Evaluate bids and prepare bid tabulation;
- ▶ Provide award recommendation to the Client.

The above services apply to one (1) bidding cycle only, i.e., it does not include additional bid attempts due to insufficient, incomplete, non-compliant, or Client rejected bids.

16.7. Construction Observation (Additional Road & Utilities)

WithersRavenel will perform the Construction Observation Services consistent with scope defined within original contract. If the estimated schedule is accelerated or delayed, the overall fee could be adjusted accordingly.

Because WithersRavenel 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. WithersRavenel 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, WithersRavenel shall keep the Owner reasonably informed about the progress of the associated Work completed, and it shall be the Owner'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 WithersRavenel reports.

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

16.8. Construction Observation (Under-Cut Reviews)

WithersRavenel has provided additional coordination effort with respect to proposed change orders, proposed material changes, etc. during construction.

D. Exclusions, Client Responsibilities, and Expenses

Exclusions, Client Responsibilities, and Expenses outlined in the Agreement remain in effect unless specifically noted herein.

Exclusions:

Design Services

- ▶ Off-site improvements;
- ▶ Offsite utility or road improvements;
- ▶ Pavement design;
- ▶ Dumpster enclosure details;
- ▶ Site Lighting

General

- ▶ All plan submittal, review, or permitting fees;
- ▶ Any work previously provided in other proposals;
- ▶ Any other services not specifically listed within Section C;

Landscape Architecture Services

- ▶ Irrigation design;
- ▶ Hardscape design;

- ▶ Enhanced landscape design beyond minimum requirements;
- ▶ Water feature and/or pool design;
- ▶ Park improvements;
- ▶ Public art design or commissioning;

Permitting Services

- ▶ Building permits and associated work;
- ▶ 401/404 permitting;
- ▶ Floodplain Development permit;
- ▶ Sign permitting;

Planning/Studies

- ▶ Land Planning services other than listed above;
- ▶ Entitlement services;
- ▶ Variance and Quasi-Judicial processes;
- ▶ Off-site Sewer Analysis;
- ▶ Traffic Impact Analysis;

- ▶ Signalization Studies;
- ▶ Hydrant flow determination and hydraulic analyses;
- ▶ Existing sewer hydraulic analyses;
- ▶ Special & Conditional Use Permits;

Project Management

- ▶ Adjacent property owner discussions;
- ▶ Neighborhood meetings;
- ▶ Attendance at formal regulatory meetings unless noted above;

Services During Construction

- ▶ Dry utility coordination/design;
- ▶ NPDES monitoring/reporting;
- ▶ Loan draw certifications;
- ▶ Bonds and Bond Estimates;
- ▶ Record drawings/as-builts;
- ▶ Engineer Certifications;
- ▶ O&M/SWMP Manuals;

Stormwater Services

- ▶ Stormwater Pollution Prevention Plan (SPPP) update or revision;
- ▶ Secondary containment designs;
- ▶ Culvert design;
- ▶ Dam inspection, engineering, or analysis;
- ▶ Dam breach analysis;
- ▶ Flood studies, floodplain permitting or coordination with FEMA (such as for a LOMR-F, CLOMR/LOMR, etc.);
- ▶ Soil investigations (such as Seasonal high-water table determinations);
- ▶ Soil Media Mix Testing and Gradation Certification;
- ▶ Downstream impact analysis;
- ▶ Nutrient calculations;
- ▶ Peak flow analysis

E. Compensation for Additional Services

WithersRavenel proposes to provide the Basic Services outlined in Section C on a lump sum or hourly basis with budgets as shown below plus reimbursable expenses in accordance with the most current Fee & Expense Schedule. The amounts set forth have been determined based on the nature, scope and complexity of the Project as represented in the information provided to WithersRavenel by Wayne County prior to submittal of this Amendment; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
Task 16	Additional Services (per Owner)	
16.1	Project Management	\$19,000
16.2	Site / Construction Plan Revisions	\$34,500
16.3	Stormwater Calculations & Plan Revisions	\$6,500
16.4	Landscape Plan Revisions	\$2,500
16.5	AHJ Re-Submittals and Re-Permitting	\$7,500
16.6	Re-Bidding and Contract Support	\$2,000
16.7	Construction Observation (additional road and utilities)	\$3,500
16.8	Construction Observation (Undercut Reviews)	\$1,000
	Total	\$76,500

The Fee & Expense Schedule (Exhibit II) provided with the original Agreement may or may not apply to the scope of work provided herein. Fees for this Amendment are calculated based upon the most current Fee & Expense Schedule, as noted within the original Agreement, subsequent Amendments, or as attached.

Invoice and billing terms can be found in the Agreement and are considered part of this Amendment.

F. Acceptance

This amendment is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this amendment will serve as Wayne County's authorization to amend the Agreement to include the scope of services outlined herein.

OFFERED BY:

WithersRavenel



May 17, 2023

Signature

Date

Dave Bartone, PE

Name

Senior Project Manager

Title

ACCEPTED BY:

Wayne County

Signature


Date

Chip Crumpler

Name

County Manager

Title



May 17, 2023

Signature

Date

Daryl Riggins, PE

Name

Director of Facilities

Title

Attachments:

Exhibit I: Standard Terms and Conditions

Exhibit II: Fee & Expense Schedule (effective January 1, 2023)

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. 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. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- 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. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform its services 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.

4. 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 \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. 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.

6. 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 proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance 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 or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable 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 will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT 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. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

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 its services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, 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 applicable 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 different in character.

16. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and 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, pandemics, 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. **Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall always be acting 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 applicable 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. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

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.

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 applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform 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
Engineering & Planning	
Construction Project Professional	\$ 145
Construction Manager I	\$ 150
Construction Manager II	\$ 165
Senior Construction Manager	\$ 185
CAD Technician I	\$ 105
CAD Technician II	\$ 115
Senior CAD Technician	\$ 140
Designer I	\$ 130
Designer II	\$ 150
Senior Designer	\$ 170
Landscape Architect I	\$ 150
Landscape Architect II	\$ 175
Landscape Architect III	\$ 190
Senior Landscape Architect	\$ 210
Landscape Designer I	\$ 130
Landscape Designer II	\$ 140
Planning Technician	\$ 110
Planner I	\$ 120
Planner II	\$ 140
Planner III	\$ 165
Senior Planner	\$ 175
Project Engineer I	\$ 165
Project Engineer II	\$ 175
Project Engineer III	\$ 190
Senior Project Engineer	\$ 210
Assistant Project Manager	\$ 175
Project Manager	\$ 190
Senior Project Manager	\$ 210
Resident Project Representative I	\$ 100
Resident Project Representative II	\$ 115
Resident Project Representative III	\$ 130
Senior Resident Project Representative	\$ 140
Staff Professional I	\$ 90
Staff Professional II	\$ 140
Staff Professional III	\$ 150
Staff Professional IV	\$ 185
Senior Staff Professional	\$ 195
Senior Technical Consultant	\$ 245
Client Experience Manager	\$ 225
Director	\$ 230
Principal	\$ 250
Zoning Specialist	\$ 325
Project Coordinators	
Project Coordinator I	\$ 95
Project Coordinator II	\$ 110
Project Coordinator III	\$ 120
Senior Project Coordinator	\$ 130
Lead Project Coordinator	\$ 140
KNA	
CAD Designer	\$ 80
Construction Observer	\$ 85
Engineer	\$ 137

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	\$ 165
GIS Specialist	\$ 145
GIS Survey Technician I	\$ 75
GIS Survey Technician II	\$ 100
GIS Survey Technician III	\$ 115
GIS Survey Lead	\$ 130
GIS Technician	\$ 95
GIS Analyst I	\$ 115
GIS Analyst II	\$ 130
GIS Project Manager	\$ 165
F&AM Assistant Project Manager	\$ 160
Intern I	\$ 65
Intern II	\$ 85
F&AM Implementation Specialist	\$ 145
F&AM Project Consultant I	\$ 115
F&AM Project Consultant II	\$ 125
F&AM Project Consultant III	\$ 130
F&AM Project Consultant IV	\$ 135
F&AM Senior Project Consultant I	\$ 145
F&AM Senior Project Consultant II	\$ 150
F&AM Project Manager	\$ 165
F&AM Principal	\$ 250
F&AM Director	\$ 230
F&AM Staff Professional I	\$ 70
F&AM Staff Professional II	\$ 110
F&AM Staff Professional III	\$ 150
F&AM Staff Professional IV	\$ 185
F&AM Senior Project Manager	\$ 210
F&AM Senior Technical Consultant	\$ 240
Geomatics	
Geomatics CAD I	\$ 100
Geomatics CAD II	\$ 115
Geomatics CAD III	\$ 130
Geomatics Project Manager I	\$ 165
Geomatics Project Manager II	\$ 175
Geomatics Project Manager III	\$ 185
Geomatics Project Professional I	\$ 145
Geomatics Project Professional II	\$ 170
Geomatics Principal	\$ 235
Geomatics Remote Sensing Crew I	\$ 210
Geomatics Remote Sensing Crew II	\$ 295
Geomatics Survey Crew I	\$ 150
Geomatics Survey Crew II (2 Man)	\$ 190
Geomatics Survey Crew III (3 Man)	\$ 225
Geomatics Senior Manager	\$ 210
Geomatics Survey Tech I	\$ 60
Geomatics Survey Tech II	\$ 90
Geomatics Survey Tech III	\$ 115
Geomatics Survey Tech IV	\$ 125
Geomatics Sr. Technical Consultant	\$ 210
Geomatics SUE Crew 1	\$ 190
Geomatics SUE Crew 2	\$ 260

Description	Rate
Environmental	
Environmental Technician I	\$ 80
Environmental Technician II	\$ 95
Environmental Technician III	\$ 100
Senior Environmental Technician	\$ 110
Environmental Project Geologist I	\$ 145
Environmental Project Geologist II	\$ 160
Environmental Project Geologist III	\$ 180
Environmental Senior Project Geologist	\$ 200
Environmental Assistant Project Manager	\$ 160
Environmental Project Manager	\$ 180
Environmental Senior Project Manager	\$ 200
Environmental Director	\$ 230
Environmental Project Engineer I	\$ 145
Environmental Project Engineer II	\$ 160
Environmental Project Engineer III	\$ 180
Environmental Senior Project Engineer	\$ 200
Environmental Principal	\$ 250
Environmental Project Scientist I	\$ 145
Environmental Project Scientist II	\$ 160
Environmental Project Scientist III	\$ 180
Senior Environmental Project Scientist	\$ 200
Environmental Scientist I	\$ 105
Environmental Scientist II	\$ 125
Environmental Scientist III	\$ 135
Environmental Geologist I	\$ 105
Environmental Geologist II	\$ 125
Environmental Geologist III	\$ 135
Environmental Professional I	\$ 105
Environmental Professional II	\$ 125
Environmental Professional III	\$ 135
Environmental Senior Technical Consultant	\$ 225
Administrative	
Administrative Assistant	\$ 65
Administrative Assistant I	\$ 80
Administrative Assistant II	\$ 90
Administrative Assistant III	\$ 100
Marketing Administration I	\$ 90
Marketing Administration II	\$ 115
Director of Marketing	\$ 145
Office Administration	\$ 70
Office Administrator I	\$ 115
Office Administrator II	\$ 120
Office Administrator III	\$ 125
Other	
Expert Witness	\$ 400
Expenses	
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, 2023 – Schedule is subject to change