



COUNTY OF DARE
PO Box 1000, Manteo, NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

Dare County Administration Building
954 Marshall C. Collins Dr., Manteo, NC

Monday, August 21, 2017

“HOW WILL THESE DECISIONS IMPACT OUR CHILDREN AND FAMILIES?”

AGENDA

- 5:00 PM** **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Public Comments
- ITEM 3** Interlocal Agreement - Removal of Abandoned Vessels
- ITEM 4** Consent Agenda
- 1. Approval of Minutes (08.07.17)
 - 2. Transportation Department - Authorizing Resolution For NCDOT Grant
 - 3. NCDOT Utility Relocation Agreement - Kitty Hawk Rd Bridge Improvements Project
 - 4. CDM Automated Meter Reading Feasibility Study Contract Approval
 - 5. Tax Collector's Report
- ITEM 5** Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 9:00 A.M. ON TUESDAY, SEPTEMBER 5, 2017



Opening Remarks - Chairman's Update

Description

Dare County Chairman Robert Woodard will make opening remarks.

Board Action Requested

Informational Presentation

Item Presenter

Chairman Robert Woodard



Public Comments

Description

The Dare County Board of Commissioners will provide time on the agenda for Public Comments.

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Interlocal Agreement - Removal of Abandoned Vessels

Description

The Town of Manteo has an abandoned boat in its jurisdiction that it wants to remove.

The statute allowing for the removal of abandoned vessels gives the county the authority to remove boats in the county and upon resolution of a town, to remove vessels in a town's jurisdiction.

To get Dare County's consent to extend its jurisdiction into the town, Manteo is willing to handle removing the vessel and indemnify the county for any liabilities or costs, as reflected in the attached Interlocal Agreement.

Board Action Requested

Approve Interlocal Agreement

Item Presenter

Robert Outten, County Manager

INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”), made and entered into this the ____ day of August, 2017, by and between Dare County (the “County”), a political subdivision organized and existing pursuant to the laws of the State of North Carolina, and the Town of Manteo (the “Town”), a municipal corporation organized and existing pursuant to the laws of the State of North Carolina.

RECITALS:

R1. Pursuant to Part 1, Article 20, Chapter 160A of the North Carolina General Statutes, the County and the Town may enter into an interlocal agreement to jointly undertake any power, function, public enterprise, right, privilege, or immunity of local government; and

R2. N.C. Gen. Stat. § 153A-132 authorizes a county to adopt an ordinance that prohibits the abandonment of vessels and to enforce such an ordinance by removal of abandoned vessels; and

R3. N.C. Gen. Stat. § 153A-122(b) authorizes the governing board of a municipality to resolve that a county ordinance is applicable within the city; and

R4. Pursuant to N.C. Gen. Stat. § 153A-132 and Chapter 103 of the Dare County Code of Ordinances, the County prohibits abandonment of vessels and it authorizes the removal and disposal of abandoned vessels; and

R5. On July 26, 2017, the Town Board of Commissioners resolved to make Chapter 103 of the Dare County Code of Ordinances applicable within the jurisdictional waters of the Town (Town Resolution 2017-10); and

R6. Vessels abandoned within the jurisdictional waters of the Town pose a hazard to navigation and the environment and are a general public nuisance; and

R7. The County and the Town have agreed to enter into this Agreement for the purpose of removing abandoned vessels within the jurisdictional waters of the Town.

NOW, THEREFORE, in consideration of the mutual benefits, terms, conditions, and covenants expressed herein, the parties hereto agree as follows:

1. Purpose. The County and the Town agree to coordinate regarding the removal of abandoned vessels within the jurisdictional waters of the Town.

a. The Town may provide appropriate personnel to administer the removal of abandoned vessels from the jurisdictional waters of the Town in accordance with the procedures described in N.C. Gen. Stat. § 153A-132 and Chapter 103 of the Dare County Code of Ordinances;

b. The Town may hire appropriate personnel or contract with third party service providers to effect removal of abandoned vessels from the jurisdictional waters of the Town in accordance with the procedures described in N.C. Gen. Stat. § 153A-132 and Chapter 103 of the Dare County Code of Ordinances;

c. In effecting the removal of any abandoned vessels under this Agreement, the Town shall comply with the requirements of Chapter 103 of the Dare County Code of Ordinances, and the procedural and notice requirements of GS § 153A-132 and § 20-219.11(a) and (b);

d. The County shall authorize the Town to remove and dispose of, or to contract with third parties for the removal and disposal of, abandoned vessels from the jurisdictional waters of the Town; and

e. The County shall administer the appeal and hearing procedures for individuals aggrieved by the removal of vessels from the jurisdictional waters of the Town in accordance with the procedures described in N.C. Gen. Stat. § 153A-132 and Chapter 103 of the Dare County Code of Ordinances.

2. Duration. This Agreement shall have a duration of five (5) years from the date of its execution. Absent termination under Section 8 of this Agreement, this Agreement shall automatically renew for up to ten (10) additional one (1) year terms. The County and the Town agree that this Agreement is of reasonable duration.

3. No Joint Agency. This Agreement does not establish a joint agency.

4. Personnel.

a. All persons employed or acting on behalf of the Town in providing services under this Agreement shall be treated as employees or agents of the Town. The County shall not be responsible or liable for any claims against said persons or the Town.

b. All persons employed or acting on behalf of the County in providing services under this Agreement shall be treated as employees or agents of the County.

5. Financing.

a. The Town shall bear the costs of removal of vessels under this Agreement.

b. To the extent the County provides services under Section 1(e) of this Agreement, the Town shall reimburse the County for the cost per hour of service, plus reasonable expenses incurred in performance of the services. The cost shall be measured by the average hourly cost of salary and benefits paid by the County to the personnel who perform services under Section 1(e). The Town shall not pay any indirect costs.

d. The County shall provide the Town an itemized invoice for costs incurred under Section 1(e) of this Agreement. The Town shall pay said invoice for services satisfactorily rendered on or before the last day of the month following the date of the invoice.

6. Real Property. This Agreement does not affect any interest in real property. Neither the County nor the Town may acquire any interest in real property in performance of this Agreement.

7. Amendment. The terms of this Agreement may only be modified by a written agreement signed by the parties and attached hereto.

8. Termination. Either party may terminate this agreement at any time upon 30 days' written notice to the other.

9. Indemnity. The Town agrees to indemnify and hold harmless the County for any claims of damage, loss, injury, or any other legal, judicial, or administrative claims arising out of or resulting from this Agreement.

10. Miscellaneous.

a. This instrument contains the entire agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral, between the parties with respect to the subject matter hereof.

b. This Agreement is governed by and construed in accordance with the laws of the State of North Carolina.

c. If any provisions of this Agreement are held, for any reason, to be unconstitutional, unenforceable, invalid, or illegal in any respect, such decision shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be necessary and appropriate, take such actions as are necessary to correct any such provisions.

d. Any notice, acceptance, request, or approval from either party to the other party shall be in writing and shall be deemed to have been received when either has deposited same in the United States Postal Service or personally delivered with signed proof of delivery.

e. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to the County or the Town, their governing boards, officers, employees, agents, or anyone else having immunity due to their relationship with the County or the Town.

[Signature pages follow]

[Town Signature Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

TOWN OF MANTEO

Mayor

ATTEST:

Town Clerk

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Town of Manteo Finance Director

[County Signature Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

COUNTY OF DARE

Chairman

ATTEST:

Clerk to the Board

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Dare County Finance Officer



Consent Agenda

Description

1. Approval of Minutes (08.07.17)
2. Transportation Department - Authorizing Resolution for NCDOT Grant
3. NCDOT Utility Relocation Agreement for Kitty Hawk Road Bridge Improvements Project
4. CDM Automated Meter Reading Feasibility Study Contract Approval
5. Tax Collector's Report

Board Action Requested

Approval

Item Presenter

County Manager, Robert Outten



Approval of Minutes

Description

The Board of Commissioners will review and approve their previous Minutes, which follow this page.

Board Action Requested

Approve Previous Minutes

Item Presenter

County Manager, Robert Outten



COUNTY OF DARE, NORTH CAROLINA

District 1: Roanoke Island & Mainland; District 2: Nags Head, Colington, Kill Devil Hills; District 3: Kitty Hawk, Southern Shores, Duck; District 4: Chicamacomico, Avon, Buxton, Frisco, Hatteras; District 5: At Large

Regularly scheduled Board meetings are videotaped and can be viewed at www.darenc.com

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

9:00 a.m., August 7, 2017

Commissioners present: Chairman Robert Woodard, Vice Chairman Wally Overman
Jack Shea, Steve House, Rob Ross, Jim Tobin, Danny Couch

Commissioners absent: None

Others present: County Manager/Attorney, Robert Outten
Deputy County Manager/Finance Director, David Clawson
Public Information Officer, Dorothy Hester
Clerk to the Board, Gary Lee Gross

A full and complete account of the entire Board of Commissioners meeting is archived on a video that is available for viewing on the Dare County website www.darenc.com.

Chairman Woodard called the meeting to order at 9:01 a.m. He invited Rev. Craig Peel to share a prayer, and then he led the Pledge of Allegiance to the flag.

Note – In order to accommodate the Public Hearings scheduled for 10:00 a.m., some agenda items were handled out of sequential order.

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

Chairman Woodard mentioned the following items during his opening remarks –

- He reported that certificates of appreciation were recently presented to three members of the Dare Education Foundation.
- It was announced that the NCDOT Board will consider Dare County’s request to name the new Pea Island Bridge in honor of Captain Richard Etheridge at their September 7 meeting.
- Chairman Woodard expressed his gratitude for the way people helped their neighbors and handled the recent power outage crisis on Hatteras Island. He thanked those who worked tirelessly to restore power and those who provided services such as staffing checkpoints and answering telephone inquiries. Commissioner Ross thanked Chairman Woodard for his handling of the crisis and keeping everyone well informed.

A video of the Chairman’s update can be seen on the County website www.darenc.com.

ITEM 2 – PRESENTATION OF COUNTY SERVICE PINS

- 1) Catisha Bryant, Public Health Division, received a 10-year pin.
- 2) Kelly Nettnin, Public Health Division, received a 10-year pin.
- 3) Ashlee DeWeese, Tax Assessment, received a 15-year pin.
- 4) Jennifer Wooten, Friends of Youth, received a 20-year pin.

ITEM 3 – EMPLOYEE OF THE MONTH – AUGUST 2017

Danielle Stine received the Employee of the Month award from Holly Meekins who described the many ways that this Physical Therapist is an asset to Dare Home Health.

ITEM 4 – PUBLIC COMMENTS

The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center in Buxton. Citizen remarks can be seen in their entirety on the county website www.darenc.com. Following is a brief summary –

The following comments were made in Manteo –

1. Frank Miller – thanked those who worked to provide services to people during the power outage. He described how his business helped direct veterans to available services. He also expressed caution about the filing of class action lawsuits. Mr. Miller offered his assistance to the Board and noted that businesses on Hatteras Island have been destroyed and it is essential that they receive help.

There were no Public Comments via the video link to the Fessenden Center.

ITEM 5 – UPDATE ON THE BUXTON BEACH NOURISHMENT PROJECT

Tim Kana and Haiqing Kaczowski from Coastal Science & Engineering provided an update on the Buxton beach nourishment project. A report was given on what has been accomplished so far and production improvement measures that are being considered by the contractor, Weeks Marine, to finish the project on schedule. It was noted that with approximately 25% of the project completed, Weeks Marine is exploring bringing in another dredge vessel to help meet the project's contract deadline of December 15, 2017.

ITEM 6 – ALBEMARLE COMMISSION – NEW OFFICE FACILITY

Cathy Davison, Executive Director of the Albemarle Commission, gave an overview of a proposed new headquarters building from which the agency would serve the ten counties in its region. She described the need for the facility and summarized the financial analysis that has been done. Ms. Davison said the projected cost of \$3 million would be covered by \$800,000 from its unrestricted fund balance and financing of no more than \$2.2 million. She said loan terms of 20 and 40 years have been examined and explained that member counties would need to agree to allow the agency to obtain financing and continue as members of the Albemarle Commission for the life of the loan. Commissioners asked questions about the proposed facility and what would happen if the Albemarle Commission ceased to exist. Mr. Outten reported that some of the County Managers in the region have

an issue with a 40 year loan. He added that member counties have expressed interest in being part of the scoping process to give design input to the architect. Ms. Davison reported that a conference is planned with the Local Government Commission and after that meeting the proposed financing term will be determined. By consensus, the Board agreed that additional information is needed before considering the requested action.

RECESS: 11:04 a.m. – 11:24 a.m.

ITEM 7 – MARTHA WORRELL HOME OCCUPATION CONDITIONAL USE PERMIT

This agenda item was handled as a quasi-judicial proceeding. Planning Director Donna Creef and the applicant, Martha Worrell, were both duly sworn by the Clerk to the Board before offering any testimony.

The Planning Director outlined a Conditional Use Permit (CUP) submitted by Martha Worrell to operate a hair salon at her residence on Mother Vineyard Road. The County Manager asked the applicant if she agrees to the admission of the file material submitted by the Planning Department, the facts presented by the Planning Director, and the facts and conditions outlined in the CUP. Ms. Worrell indicated her agreement.

MOTION

Commissioner Shea motioned to approve the CUP recommended by the Planning Board. Vice Chairman Overman and Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 8 – FOOD STANDS – PROPOSED ZONING AMENDMENTS

The Chairman announced that this item was pulled from today's agenda until a future date.

ITEM 9 – COMMENTS TO STATE ON PRELIMINARY FLOOD MAPS

Planning Director Donna Creef reported that the 90 day appeal and comment period for the preliminary flood maps will begin soon. She said in meeting with municipal planning departments to discuss the maps, the group has reached a consensus about six issues including – correcting address inaccuracies on the State's website, confusing map legends, need for local government involvement in the next update, the use of better coastal models for future flood maps, include flooding that may occur from extreme rain events, and impact on property owners who may choose to cancel flood insurance based on reclassified flood zones. She asked the Board to authorize staff to prepare a letter for the Chairman's signature outlining the County's concerns with the preliminary flood maps.

MOTION

Vice Chairman Overman motioned to instruct staff to prepare a letter for the Chairman's signature outlining the County's position on the preliminary flood maps as discussed with the Planning Director and to share a copy of the letter with all Dare County Municipalities. Commissioner House and Commissioner Shea seconded the motion.

VOTE: AYES unanimous

ITEM 10 – PUBLIC HEARING – ZONING AMENDMENT FOR SOLAR ENERGY

Prior to opening the Public Hearing, Planning Director Donna Creef gave an overview on the zoning amendment request.

At 10:16 a.m., the Dare County Board of Commissioners held a Public Hearing to receive input concerning this agenda item. The County Manager conducted the hearing and explained the procedure for making comments in Manteo and via the video link to the Fessenden Center in Buxton. No one responded to the invitation to address the Board. Chairman Woodard closed the hearing at 10:16 a.m.

Planning Director Donna Creef outlined a zoning text amendment to exempt solar energy systems from lot coverage calculations at the request of John Dodaro. It was reported that the Planning Board felt other aspects of solar energy systems should be addressed in addition to the lot coverage issue as reflected in the proposed amendment.

MOTION

Vice Chairman Overman motioned to adopt the proposed Section 22-29-5 Solar Energy Systems as recommended by the Planning Board finding this amendment to be consistent with the 2009 Dare County Land Use Plan and other official plans of the County specifically Policy ICC #33 which supports alternative energy sources.

Commissioner Shea seconded the motion.

VOTE: AYES unanimous

ITEM 11 – PUBLIC HEARING – SUBDIVISION ORDINANCE AMENDMENTS (Att. #1)

Prior to opening the Public Hearing, Planning Director Donna Creef gave an overview on the Subdivision Ordinance Amendments.

At 10:20 a.m., the Board of Commissioners held a Public Hearing to receive input concerning this agenda item. The County Manager conducted the hearing and explained the procedure for making comments in Manteo and via the video link to the Fessenden Center in Buxton. No one responded to the invitation to address the Board. Chairman Woodard closed the hearing at 10:21 a.m.

The Planning Director reported that the State of North Carolina recently enacted legislation that added new language to the definition of a subdivision. She explained that the Dare County Ordinance needs to be amended in order to be consistent with the State statute.

MOTION

Commissioner House motioned that the Subdivision Ordinance be amended for consistency with NCGS 153A-335 finding that this amendment is consistent with the 2009 Dare County Land Use Plan and other adopted laws and regulations in that it ensures uniformity with the State laws governing subdivisions of land.

Commissioner Shea seconded the motion.

VOTE: AYES unanimous

ITEM 12 – CONSENT AGENDA

The County Manager announced that Consent item #5 (Rodanthe Cell Tower Lease) was removed from today's agenda and will be brought back to the Board later after terms of the agreement are resolved. He then introduced Dare County Tax Collector Becky Huff who provided additional information about Consent item #4 (Annual Settlement and Charges to the Tax Collector). The County Manager announced the Consent Agenda items as they were visually displayed in the meeting room.

MOTION

Commissioner Shea motioned to approve the Consent Agenda with #5 being removed:

- 1) Approval of Minutes (07.17.17) **(Att. #2)**
- 2) Southern Albemarle Association, Annual Meeting Invitation List
- 3) LEPC Grant – (Local Emergency Planning Committee)
- 4) Annual Settlement and Charges to the Tax Collector **(Att. #3)**
- 5) Rodanthe Cell Tower Lease **< This Item Was Removed from the Agenda >**
- 6) Renewal of SPCA Contract

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 13 – BOARD APPOINTMENTS

1) ABC Board

Commissioner Shea motioned to reappoint Fields Scarborough, Senior.

VOTE: AYES unanimous

2) Dare County Center Advisory Board

Vice Chairman Overman motioned to reappoint John Sibunka, Mitchell Bateman, and Samantha Brown & to appoint Paula Oliver to fill Bea Basnight's vacancy as recommended by the Dare County Center Advisory Board.

VOTE: AYES unanimous

3) Jury Commission

Vice Chairman Overman motioned to reappoint Alma Clark.

VOTE: AYES unanimous

4) Upcoming Board Appointments

The upcoming appointments for September, October, and November were announced.

ITEM 14 – COMMISSIONERS' BUSINESS & MANAGER'S/ATTORNEY'S BUSINESS

Following is a brief outline of items raised during this segment. Commissioners and the County Manager frequently make extensive remarks, which can be viewed in their entirety on a video archived on the Dare County website www.darenc.com.

Commissioner Shea – congratulated the service pin recipients and the Employee of the Month thanking them for making Dare County a great place to live, work, and raise a family. Commissioner Shea gave an update report on the latest meeting with the Chamber of Commerce concerning progress on the County's economic development initiative.

Vice Chairman Overman – commended the people of Hatteras Island for their resiliency.

Commissioner House – expressed gratitude for the staff of the Cape Hatteras Electric Cooperative and thanked them for their tireless work during the power outage. He also thanked Dare County employees who served during the crisis. Commissioner House encouraged everyone to do something to help bolster the Hatteras Island economy by going there for Christmas shopping or dining or replenishing their food pantry. He echoed comments made earlier by Commissioner Ross thanking Chairman Woodard for his leadership during the power outage crisis.

Commissioner Ross – repeated his thanks for the job done by Chairman Woodard and asked that an analysis be done of the Hatteras Island power outage so that lessons can be learned from the incident for future reference. Commissioner Ross noted that there has been a management change at the Dare County Animal Shelter and extended his best wishes. He announced a fund raising golf tournament that will be held in September and commended the Nags Head Links Ladies group for their contribution to the food pantry on Hatteras Island. Commissioner Ross reported on an extraordinary meeting he attended regarding services for those that are dealing with memory challenges.

Commissioner Tobin – joined others in thanking Chairman Woodard for his leadership during the Hatteras Island power outage. He thanked the Governor for quickly mobilizing NCDOT and needed resources. Commissioner Tobin commended the people of Hatteras Island noting that even amidst adversity there is a lot of good in Dare County.

Commissioner Couch – thanked Chairman Woodard for doing an exceptional job during the power outage. He expressed gratitude for the resources that are being mobilized to help people document the losses they suffered during the power outage.

Chairman Woodard – no additional comments.

MANAGER’S/ATTORNEY’S BUSINESS

1. The County Manager thanked Dare County staff for their hard work during the Hatteras Island power outage. He noted that a spreadsheet will be established to document the extent of the economic impact related to the crisis. He reminded that anyone with a special need should contact Dare County Social Services.
2. Mr. Outten gave an update on the Hatteras Island dredging project.
3. The Manager reported that staff is working on a Golden Leaf grant to get reimbursement for funds that were spent to dredge the Wanchese channel. He thanked Commissioner Tobin and Representative Boswell for connecting the County to the proper people for this funding opportunity.
4. Mr. Outten briefed the Board on the Joint Land Use Study (JLUS) that was spearheaded by Seymour Johnson Air Force Base in Goldsboro. He explained the

purpose of the JLUS noting that the impact is greater for inland counties that are in the flight path to the Dare County bombing range.

- 5. The County Manager asked the Board to authorize Interlocal Agreements with any Dare County municipality that wants to be included in our debris removal contract.

MOTION

Vice Chairman Overman motioned to approve Interlocal Agreements as requested. Commissioner House and Commissioner Shea seconded the motion.

VOTE: AYES unanimous

- 6. Mr. Outten said efforts have been made to secure grant funding for work that is needed on the Salvo cemetery, which is deteriorating rapidly with each storm event. He said there are limitations on what we can do since the site is not owned by the County or the Park Service. He outlined terms of a grant opportunity and asked for Board approval.

MOTION

Commissioner House motioned to approve the request as outlined by the Manager. Commissioner Shea seconded the motion.

VOTE: AYES unanimous

The County Manager noted that after any major emergency event, staff and supporting agencies will conduct a meeting to assess the handling of the incident. Public Information Officer Dorothy Hester thanked the Board for providing the new Emergency Operations Center, which proved to be a valuable asset during the Hatteras Island power outage.

At the conclusion of the meeting, Chairman Woodard asked for a motion to adjourn.

MOTION

Commissioner Shea motioned to adjourn the meeting.

Commissioner House seconded the motion.

VOTE: AYES unanimous

At 12:15 p.m., the Board of Commissioners adjourned until 5:00 p.m., August 21.

Respectfully submitted,

[SEAL]

By: _____
Gary Lee Gross, Clerk to the Board

APPROVED: By: _____
Robert Woodard, Chairman
Dare County Board of Commissioners



Transportation Department - Authorizing Resolution For NCDOT Grant

Description

FY2018 5310 Grant Agreement requires an Authorizing Resolution allowing our County Manager to accept the department's offer of financial assistance from NCDOT.

Board Action Requested

Authorize Resolution

Item Presenter

Don Cabana

RESOLUTION
AUTHORIZING Dare County
TO ENTER INTO AN AGREEMENT WITH
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

A motion was made by Dare County Board of Commissioners **(name and title)** and seconded by **(name and title)** for adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Dare County has requested the North Carolina Department of Transportation to assist in the funding of Project Number: 18-ED-048; 5310 Enhanced Mobility of Seniors & Individuals with Disabilities

WHEREAS, Dare County will provide a 50% local match of the cost of the above described project;

NOW THEREFORE, BE IT RESOLVED that Mr. Bobby Outten, Dare County Manager is hereby authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division.

.....
I, **(name and title)*** do hereby certify that the above is a true and correct copy of an excerpt for the minutes of a meeting of the **(applicant agency's governing body)** duly held on the _____ day of _____, 20_____.

Signature of Certifying Official

* the official authorized to enter onto agreement **SHOULD NOT** sign the resolution.



*NC DOT Utility Relocation Agreements for Transportation Improvements Project R-5738
Kitty Hawk Bridge Improvements Project
(Consent Agenda)*

Description

The two NC DOT Project R-5738 (Kitty Hawk Rd Bridge Replacement Project) Utility Relocation Agreements are for engineering design services and for construction including construction management services required for installing a replacement six-inch directional bored water line of approximately 500 ft in length.

The cost of the engineering design work is \$12,900.00. The cost of the construction and construction management services is \$95,535.00.

There is also a reimbursement budget amendment for the project.

Board Action Requested

Approval of two NC DOT Utility Relocation Agreements and associated Budget Amendment.

Item Presenter

Ken Flatt

UTILITY PRELIMINARY ENGINEERING AGREEMENT

WBS ELEMENT: 50196.2.2

TRANSPORTATION IMPROVEMENT PROGRAM NO.: R-5738

COUNTY: Dare

This agreement made this 21st day of August, 2017, by and

between the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the DEPARTMENT, and _____

Dare County Water Department hereinafter referred to as the COMPANY:

WITNESSETH:

THAT WHEREAS, the DEPARTMENT will submit a project for construction as follows:

Replacement of Bridge #40 on SR-1208, locally known as Kitty Hawk Rd

known as route SR-1208 in Dare County, North Carolina to be designated as N.C. State Highway Project and/or WBS Element 50196.2.2 and,

WHEREAS, the construction of said project will require certain engineering of plans for adjustments to be made to the existing facilities of the COMPANY;

NOW, THEREFORE, in order to facilitate the orderly and expeditious relocation of the said facilities of COMPANY, the DEPARTMENT and the COMPANY have agreed as follows:

1. That the DEPARTMENT has agreed to reimburse the COMPANY for preliminary engineering charges associated with certain adjustments to be made to the existing facilities of the COMPANY.

2. That any work performed under this agreement shall comply with DEPARTMENT's "POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS OF WAY" dated January 1, 1975, and such amendments thereto as may be in effect at the date of this agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such amendments

thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement not in compliance with FAPG shall constitute unauthorized work and the DEPARTMENT shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.

3. That the COMPANY or COMPANY Engineering firm will prepare an estimate, broken down as to estimated cost of preliminary engineering, overhead rate, job classification pay rate, indirect cost rates, cost of capital rate and estimated man-day hours all in sufficient detail to provide the DEPARTMENT a reasonable basis for analysis. The before mentioned estimate is attached hereto and made a part hereof. The DEPARTMENT will not reimburse the COMPANY for any preliminary engineering not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY.

4. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.

5. That the preliminary engineering work provided for in this agreement will be performed by the method or methods as specified below:

BY COMPANY'S REGULAR FORCE: The COMPANY proposes to use its regular personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.

BY EXISTING WRITTEN CONTINUING CONTRACT: The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed. The COMPANY shall submit a copy of the continuing contract (including rates) to the DEPARTMENT for review and approval.

BY CONTRACT: The COMPANY does not have adequate staff to perform the necessary engineering design with its own forces. The COMPANY submits to DEPARTMENT a draft advertisement for review and approval, and in accordance with NC General Statute 143-64.31 and 23 CFR 172, will select firms qualified to provide such service on the basis of demonstrated competence and qualification for the type of professional services and to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm. The COMPANY shall submit overhead rates to the DEPARTMENT for review and approval in accordance with DEPARTMENT audit requirements. Refer to DEPARTMENT requirements at the following site:

<https://connect.ncdot.gov/projects/Roadway/Private%20Engineering%20Firm%20Resources/NC DOT%20Audit%20Requirements%20Fiscal%20Form.pdf>

6. a. It is contemplated by the parties hereto that the construction of this State Highway Project will begin on or about the _____

b. Based on the best information available at the present time to the COMPANY, indicate applicable paragraph below:

- Preliminary Engineering will be complete allowing adequate time for materials and completion of certain adjustments prior to highway construction.
- Preliminary Engineering will be complete prior to highway construction; however, certain adjustments are not expected to be complete prior to highway construction.
- Other (Specify)

7. Indicate if (a) or (b) is applicable:

- a. That preliminary engineering is for the adjustments of existing facilities in conflict with said project.
- b. That the preliminary engineering involves COMPANY's request for new facilities in addition to adjustments of existing facilities in conflict with said project.

8. That the total estimated cost of the preliminary engineering proposed herein, including all cost to the DEPARTMENT and COMPANY, is estimated to be _____ \$ 12,900.00

The estimated preliminary engineering cost to the DEPARTMENT, including all cost less any preliminary engineering for new facilities requested by the COMPANY. _____ \$ 12,900.00

The estimated cost to the COMPANY for any additional preliminary engineering charges for new facilities requested by the COMPANY will be _____ \$ 0

(The above costs shall be supported by attached estimate)

9. That in the event it is determined there are changes in the scope of work, extra work, or major changes from the statement of work covered by this agreement, reimbursement shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the DEPARTMENT.

10. Periodic progress billings of incurred costs may be made by COMPANY to the DEPARTMENT not to exceed monthly intervals; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. Progress billing forms may be obtained from the Area Utility Agent. One final and detailed complete billing of all costs shall be made by COMPANY to the DEPARTMENT at the earliest practicable date after completion of work and in any event within 6 months after completion of work. The statement of final billing shall

follow as closely as possible the order of the items in the estimate portion of this agreement.

11. That the DEPARTMENT shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.

12. That in the future, it becomes necessary due to highway construction or improvement to adjust or relocate utilities covered under this agreement, the DEPARTMENT does not obligate itself to participate in future payments for preliminary engineering.

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
AREA UTILITY AGENT
DIV. I DIVISION CONSTRUCTION
ENGINEER

ATTEST OR WITNESS


(TITLE)

COUNTY OF DARE
(NAME OF COMPANY)

BY: ROBERT WOODARD

TITLE: DARE COUNTY BOARD CHAIRMAN

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Project:	Dare County Water - W. Kitty Hawk at Jean Guite Water Relocation				
Location:	Kitty Hawk, Dare County, North Carolina				
Quible Project No:	P17021				
Date:	21-Jul-17				
Estimate By:	CMS				
Checked By:	MWS				
Status:	Preliminary				
Title:	Engineer's Preliminary Estimate				
 Quible <small>SINCE 1959</small> & Associates, P.C. <small>ENGINEERING • CONSULTING • PLANNING ENVIRONMENTAL SCIENCES • SURVEYING Phone: (252) 281-3300 Fax: (252) 281-1200 Web: www.quible.com</small>					
Note: This estimate is for professional engineering and surveying services and does not include construction administration, compiling record drawings, or actual construction costs.					
				Unit	
	Item	Units	Quantity	Cost	Total Cost
	Design Survey:	Lump	1	\$2,500	\$ 2,500
	Preliminary Design Phase:				
	Senior Engineer	Hours	4	\$125	\$ 500
	Engineer/Designer	Hours	6	\$100	\$ 600
	Engineering Technician	Hours	10	\$95	\$ 950
	Design & Permit Phase:				
	Senior Engineer	Hours	8	\$125	\$ 1,000
	Engineer/Designer	Hours	16	\$100	\$ 1,600
	Engineer Technician	Hours	30	\$95	\$ 2,850
	Bidding Phase:				
	Senior Engineer	Hours	4	\$125	\$ 500
	Engineer/Designer	Hours	24	\$100	\$ 2,400
	TOTAL ENGINEERING SERVICES				\$ 12,900

UTILITY RELOCATION AGREEMENT

NCDOT HIGHWAY WBS ELEMENT NO. 50196.2.2

TRANSPORTATION IMPROVEMENT PROGRAM NO. R-5738

COUNTY Dare

This agreement made this 21st day of August, 2017, by and between the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the DEPARTMENT, and Dare County Water Department Inc. hereinafter referred to as the COMPANY:

WITNESSETH:

THAT WHEREAS, the DEPARTMENT will submit a project for construction as follows:

Replacement of Bridge #40 on SR-1208, locally known as Kitty Hawk Road

known as route SR-1208, Kitty Hawk Rd in Dare County, North Carolina to be designated as N.C. State Highway Project and/or WBS Element 50196.2.2 and, WHEREAS, the construction of said project will require certain adjustments to be made to the existing facilities of the COMPANY;

NOW, THEREFORE, in order to facilitate the orderly and expeditious relocation of the said facilities of COMPANY, the DEPARTMENT and the COMPANY have agreed as follows:

1. That the scope, description, and location of work to be undertaken by the COMPANY are as follows

Relocation of a 6 inch water line on W. Kitty Hawk at Jean Guite Crossing Water Location

2. That any work performed under this agreement shall comply with DEPARTMENT's "POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS OF WAY" dated January 1, 1975, and such amendments thereto as may be in effect at the date of this agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such amendments thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement not in compliance with FAPG shall constitute unauthorized work and the DEPARTMENT shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.

3. That the COMPANY will prepare an estimate, broken down as to estimated cost of labor, construction overhead, materials and supplies, handling charges, transportation and equipment, rights of way, preliminary engineering and construction engineering, including an itemization of appropriate credits for salvage and betterments, and accrued depreciation all in sufficient detail to provide the DEPARTMENT a reasonable basis for analysis. Unit costs, such as broad gauge units of property, may be used for estimating purposes where the COMPANY uses such units in its own operations. The COMPANY will also prepare plans, sketches or drawings showing their existing facilities, temporary and permanent changes to be made with reference to the DEPARTMENT's new right of way using appropriate nomenclature, symbols, legend, notes, color coding or the like. The before mentioned estimate and plans are attached hereto and made a part hereof. The DEPARTMENT will not reimburse the COMPANY for any utility relocations or changes not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY, its contractor, or a highway contractor.

4. That the DEPARTMENT's authority, obligation, or liability to pay for relocations as set forth in this agreement is based on the COMPANY having a right of occupancy in its existing location by reason of the fee, an easement or other real property interest, the damaging or taking of which is compensable in eminent domain.

5. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.

6. That the construction work provided for in this agreement will be performed by the method or methods as specified below:

BY COMPANY'S REGULAR FORCE: The COMPANY proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.

BY EXISTING WRITTEN CONTINUING CONTRACT: The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed.

BY CONTRACT: The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. The COMPANY proposes to award a contract to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed as set forth in an appropriate solicitation for bids.

7. a. It is contemplated by the parties hereto that the construction of this State Highway Project will begin on or about the 5th day of JUNE, 2018.

b. Based on the best information available at the present time to the COMPANY, indicate applicable paragraph below:

Materials are available and it is expected that work will be complete prior to highway construction.

All work will take place during highway construction and arrangements for said work will be coordinated with highway construction operations at preconstruction conference.

Work will begin promptly upon notification by DEPARTMENT; however, it is not expected to be complete prior to highway construction. Any remaining work will be coordinated with highway construction operations at preconstruction conference.

Other (Specify)

8. That the method used by the COMPANY in developing the relocation costs shall be as indicated by Paragraph (a), (b), or (c) as follows:

- a. Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- b. Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- c. On a lump-sum basis where the estimated cost to the DEPARTMENT does not exceed \$100,000.00. Except where unit costs are used and approved, the estimate shall show such details as man-hours by class and rate; equipment charges by type, size, and rate; materials and supplies by items and price; and payroll additives and other overhead factors.

9. Indicate if (a) or (b) is applicable:

- a. That the replacement facility is not of greater functional capacity or capability than the one it replaces, and includes no COMPANY betterments.
- b. That the replacement facility involves COMPANY betterments, or is of greater functional capacity or capability than the one it replaces.

10. That the total estimated cost of the work proposed herein, including all cost to the DEPARTMENT and COMPANY less any credit for salvage, is estimated to be _____ \$ 95,535.00

The estimated non-betterment cost to the DEPARTMENT, including all cost less any credits for salvage, betterments, accrued depreciation and additional work done by the COMPANY will be _____ \$ 95,535.00

The estimated cost to the COMPANY including betterments, and any additional work done by the COMPANY will be _____ \$ 0

(The above costs shall be supported by attached estimate and plans)

11. That in the event it is determined there are changes in the scope of work, extra work, or major changes from the statement of work covered by this agreement, reimbursement shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the DEPARTMENT.

12. Periodic progress billings of incurred costs may be made by COMPANY to the DEPARTMENT not to exceed monthly intervals; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. Progress billing forms may be obtained from the Area Utility Agent.

13. One final and detailed complete billing of all cost shall be made by COMPANY to the DEPARTMENT at the earliest practicable date after completion of work and in any event within six months after completion of work. The statement of final billing shall follow as closely as possible the order of the items in the estimate portion of this agreement.

14. That the DEPARTMENT shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.

15. That the COMPANY obligates itself to erect, service and maintain the facilities to be retained and installed over and along the highway within the DEPARTMENT right of way limits in accordance with the mandate of the Statute and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

16. That if, in the future, it becomes necessary due to highway construction or improvement to adjust or relocate utilities covered in this agreement being relocated at DEPARTMENT expense that are crossing or otherwise occupying highway right of way, the non-betterment cost of same will be that of the DEPARTMENT.

17. That if, at any time, the DEPARTMENT shall require the relocation of or changes in the location of the encroaching facilities covered in this agreement being relocated at COMPANY expense, the COMPANY binds itself, its successors and assigns, to promptly relocate or alter the facilities, in order to conform to the said requirements, without any cost to the DEPARTMENT.

18. That the COMPANY agrees to relinquish their rights in that portion of right of way vacated by their existing facilities now absorbed within DEPARTMENT right of way.

19. Proper temporary and permanent measures shall be used to control erosion and sedimentation in accordance with all local, State and Federal regulations.

20. The COMPANY agrees to comply with the environmental rules and regulations of the State of North Carolina. Violation to the NC Sedimentation Pollution Control Act, Clean Water Act, NC Coastal Management Act, or other environmental commitment outlined in the project permits may result in work stoppage, penalties and/or construction delays.

21. The COMPANY agrees to comply with Buy America. United States Codes (USC) 313 and Code of Federal Regulations 23 CFR 635.410: Requires the use of domestic steel and iron in all federally funded construction projects.

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
~~AREA UTILITY AGENT~~
DIV L. DIVISION CONSTRUCTION
ENGINEER

ATTEST OR WITNESS

(TITLE)

COUNTY OF DARE
(NAME OF COMPANY)

BY: ROBERT WOODARD

TITLE: DARE COUNTY BOARD CHAIRMAN

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Form UT 16.8
Rev.08/17/16

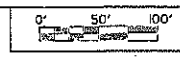
Project:	Dare County Water - W. Kitty Hawk at Jean Gaité Crossing Water Relocation
Location:	Kitty Hawk, Dare County, North Carolina
Quible Project No:	F17021
Date:	21-Jul-17
Estimate By:	CMS
Checked By:	MWS
Status:	Preliminary
Title:	Engineer's Preliminary Estimate



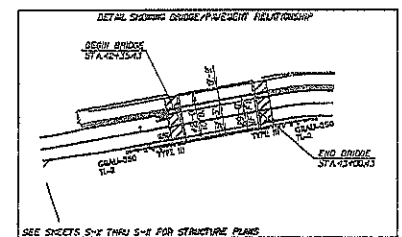
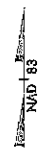
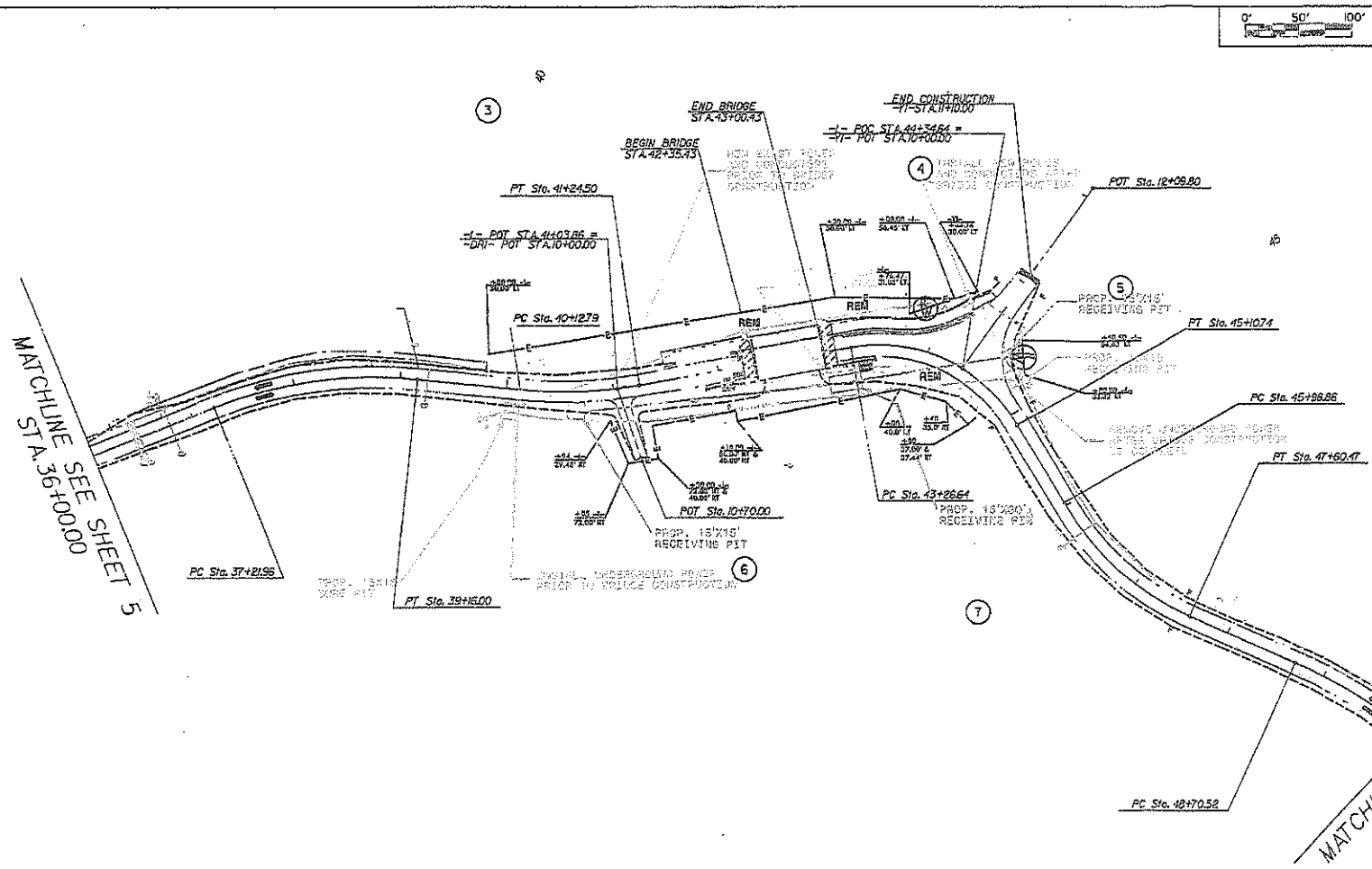
Quible INC 102P
& Associates, P.C.
 ENGINEERING • CONSULTING • PLANNING
 ENVIRONMENTAL SCIENCES • SURVEYING
 Phone: (252) 291-3500
 Fax: (252) 291-1200
 Web: www.quible.com

Note: The waterline installation estimate is inclusive of excavation, backfill, directional drill, fittings, and appurtenances. At the time of preliminary estimate design survey and permitting had not been performed. Preliminary estimate assumes Public Water Supply certification is not required.

Item	Units	Quantity	Unit Material Cost	Unit Labor Cost	Total Unit Cost	Total Cost
Mobilization	LS	1			\$8,000	\$ 8,000
Soil Erosion and Sediment Control	LS	1			\$3,000	\$ 3,000
6" Fused C-900 PVC (Directional Drill; includes labor, material and install)	LF	500			\$75	\$ 37,500
Connect to existing main - Includes open cut installation of 6" C-900 PVC, fittings, and appurtenances	EA	2			\$3,000	\$ 6,000
Fire Hydrant Assembly	EA	1			\$5,000	\$ 5,000
6" Gate Valves	EA	5			\$2,500	\$ 12,500
Service Connections	EA	1			\$850	\$ 850
Dewatering	LS	1			\$2,000	\$ 2,000
Pavement Repair	TONS	2			\$225	\$ 450
Abandon Ex. Waterline	CY	10			\$500	\$ 5,000
					CONSTRUCTION SUBTOTAL	\$ 80,300
Professional Services - Construction Phase						
Senior Engineer	Hours	4			\$125	\$ 500
Engineer/Designer	Hours	8			\$100	\$ 800
Inspector	Hours	16			\$70	\$ 1,120
Professional Services - Record Drawings						
Engineer/Designer	Hours	2			\$100	\$ 200
Engineer Technician	Hours	6			\$95	\$ 570
					ENGINEERING SERVICES SUBTOTAL	\$ 3,190
					CONSTRUCTION TOTAL	\$ 80,300
					CONTRACTOR OVERHEAD, PROFIT, CONTGCY @ 15%	\$ 12,045
					TOTAL AFTER CONTRACTOR MARKUP	\$ 92,345
					ENGINEERING SERVICES	\$ 3,190
					TOTAL	\$ 95,535



PROJECT REFERENCE NO.	SHEET NO.
R-5733	6
DWG. SHEET NO.	
ROADWAY DESIGN ENGINEER	REVISIONS ENGINEER
INCOMPLETE PLANS NO NOT YET FOR CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL REVISIONS COMPLETED	



SEE SHEET 10 FOR -L- PROFILE
SEE SHEET 11 FOR -YI- AND -DRI- PROFILES

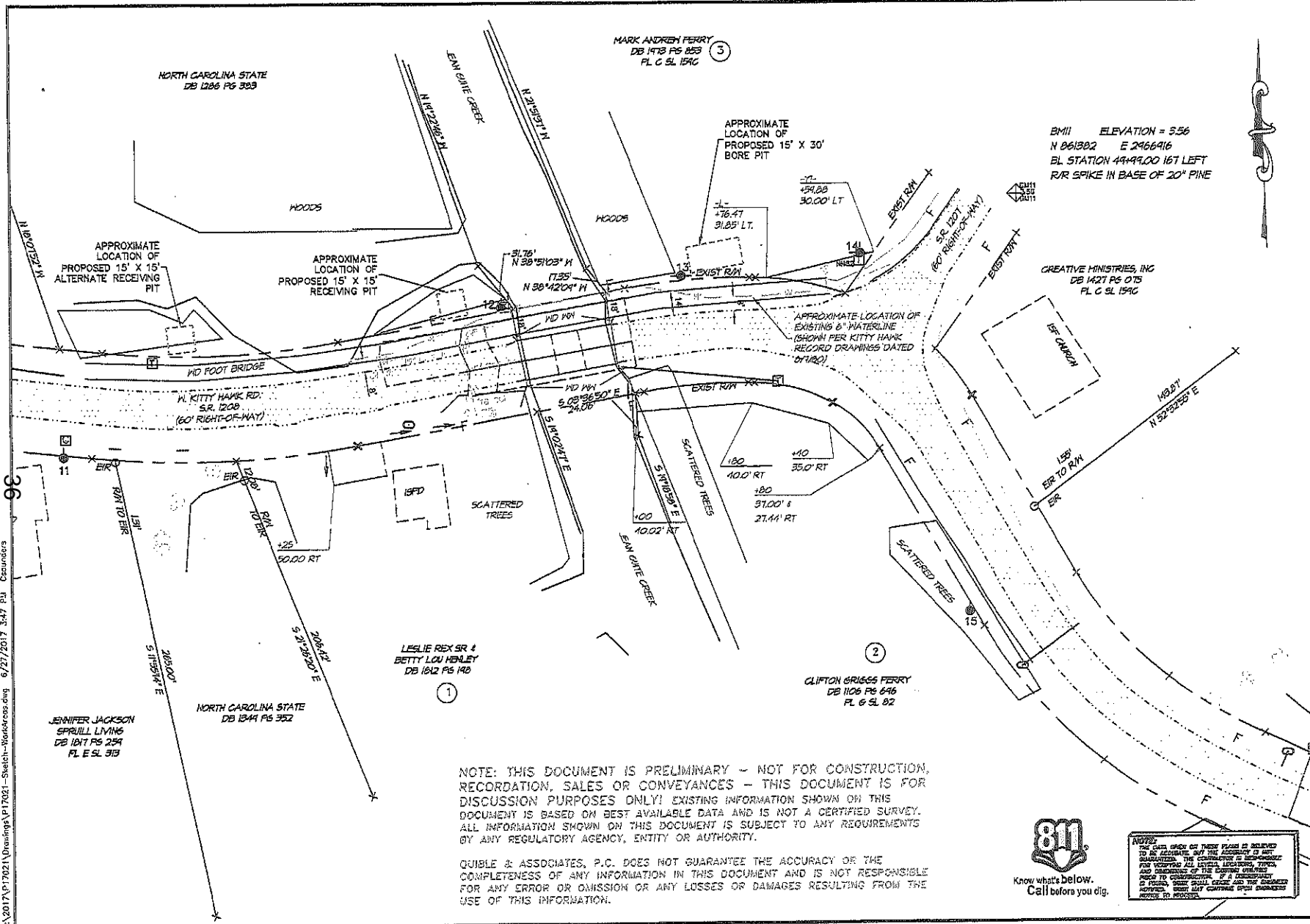
	LOUIS BERGER	ROADWAY
	1801 White Avenue, Suite 400 Falls Church, VA 22045-2022 License No. F-2614	PLANS

DATE: 07/10
BY: J. P. WILSON
CHECKED: J. P. WILSON

MATCHLINE SEE SHEET 5
STA. 36+00.00

MATCHLINE SEE SHEET 7
STA. 50+00.00

01/20/2017 9:17:02 AM D:\Drawings\17021-Sketch-Holecross.dwg 6/27/2017 3:47 PM Csaunders



BMI1 ELEVATION = 5.56
 N 061302 E 2466416
 BL STATION 49499.00 16T LEFT
 R/R SPIKE IN BASE OF 20" PINE

NOTE: THIS DOCUMENT IS PRELIMINARY - NOT FOR CONSTRUCTION, RECORDATION, SALES OR CONVEYANCES - THIS DOCUMENT IS FOR DISCUSSION PURPOSES ONLY! EXISTING INFORMATION SHOWN ON THIS DOCUMENT IS BASED ON BEST AVAILABLE DATA AND IS NOT A CERTIFIED SURVEY. ALL INFORMATION SHOWN ON THIS DOCUMENT IS SUBJECT TO ANY REQUIREMENTS BY ANY REGULATORY AGENCY, ENTITY OR AUTHORITY.

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NOTES:
 THE DATA SHOWN ON THESE PLANS IS BELIEVED TO BE ACCURATE AND THE ACCURACY IS NOT GUARANTEED. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITIES, LOCATIONS, DEPTHS, AND CONDITIONS OF THE UTILITIES SHOWN PRIOR TO CONSTRUCTION. IF A DISCREPANCY IS FOUND, THE CONTRACTOR AND THE DESIGNER SHOULD MEET IMMEDIATELY TO CORRECT THE DISCREPANCY. THE CONTRACTOR SHALL MAINTAIN CONTROL OVER ALL UTILITIES SHOWN ON THESE PLANS.

Quible & Associates, P.C.
 SINCE 1959
 ENGINEERING • CONSULTING • PLANNING
 ENVIRONMENTAL SCIENCES • SURVEYING
 NC License # C-0208
 PO Drawer 870, Kitty Hawk, NC 27849
 Phone: (252) 491-8147
 Fax: (252) 491-8146
 E-Mail: admin@quibleassociates.com

PRELIMINARY
 NOT FOR
 CONSTRUCTION

WATER RELOCATION BORING PLAN EXHIBIT
DARE COUNTY WATER
JEAN GUYTE CROSSING
 KITTIE HAWK NORTH CAROLINA DARE COUNTY
 GRAPHIC SCALE IN FEET 1"=50'

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 ENGINEER OR SURVEYOR. THIS
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 RECORDATION, SALES OR CONVEYANCES,
 UNLESS OTHERWISE
 NOTED.

PROJECT	P17021
DRAWN BY	CMS
CHECKED BY	AMS
DATE	6/27/17

DARE COUNTY

BUDGET AMENDMENT

F/Y 2017/2018

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department:</u>					
<u>Revenues:</u>					
NC DOT Reimbursement	363800	427550	38044	108,435	
 <u>Expenditures:</u>					
Professional Services	364815	510900	36001	12,900	
Distribution Lines	364815	518004	36001	95,535	

Explanation:

The Budget Amendment is for temporary funding of the two NC DOT Project R-5738 (Kitty Hawk Rd Bridge Replacement Project) Utility Relocation Agreements. Once the water line relocation is completed, NC DOT will reimburse Dare County for all cost incurred.

The cost of the engineering design work is \$12,900.00. The cost of the construction and construction management services is \$95,535.00.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____



*CDM Automated Meter Reading Feasibility Contract Approval
(Consent Agenda)*

Description

CDM will conduct a study to evaluate the economic feasibility of the water department installing an automated meter reading system. The automated radio read meters will replace 20,049 manually read meters in our four distribution systems, which includes Northern Beaches, Rodanthe-Waves-Salvo, Hatteras, and Stumpy Pt water distribution systems.

Board Action Requested

Board approval of the Contract and required signature.

Item Presenter

Ken Flatt

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
Dare County Automated Meter Reading Financial Feasibility Study**

THIS IS AN AGREEMENT made as of August 21, 2017 between County of Dare, NC ("OWNER") and CDM Smith, Inc. ("ENGINEER").

OWNER's Project is generally identified as follows Automated Meter Reading (AMR) System Feasibility Plan (the "Project").

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance or furnishing of services by ENGINEER to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This Agreement will become effective on the date first above written.

ARTICLE 1 – SCOPE OF SERVICES

- 1.1 ENGINEER agrees to perform, or cause to be performed, for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

- 2.1 Specific time periods and/or specific dates for the performance of ENGINEER's Services are set forth in Exhibit A.
- 2.2 If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.3 If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.4 Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and

decisions with respect to ENGINEER's services for the Project.

- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.4 Be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or nonconformance in ENGINEER's Services or in the work of any Contractor employed by Owner on the Project.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

- 4.1 Methods of Payment for Services of ENGINEER.
 - 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit A. If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional taxes in addition to the compensation to which Engineer is entitled.
 - 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Payments are due within 30 days of receipt of invoice.
 - 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

ARTICLE 5 – GENERAL CONDITIONS

5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

5.2 Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

5.3 Opinions of Probable Construction Cost

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.4 Compliance with Laws and Regulations, and Policies and Procedures

5.4.1 Engineer and Owner shall comply with applicable Laws and Regulations.

5.4.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

5.4.3 Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

5.4.4 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

5.4.5 Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

5.4.6 Engineer 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 Engineer or its Consultants.

5.4.7 Engineer is not required to provide and does not have any responsibility for surety bonding

or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

- 5.4.8 Engineer's services do not include providing legal advice or representation.
- 5.4.9 Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- 5.4.10 While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

5.5 Termination

The obligation to provide further services under this Agreement may be terminated:

- 5.5.1 For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 5.5.2 For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- 5.5.3 Effective Date of Termination: The terminating party under Paragraph 5.5.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.5.4 Payments Upon Termination:

- a. In the event of any termination under Paragraph 5.5, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 5.6.
- b. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 5.5.4.a, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.

5.6 Use of Documents

- 5.6.1 All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- 5.6.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- 5.6.3 Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- 5.6.4 OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and related uses of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.
- 5.6.5 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the

Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.7 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

5.8 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.9 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

5.10 Successors and Assigns

5.10.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.10.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.10.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

5.10.3 Unless expressly provided otherwise in this Agreement:

- a. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.
- b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.11 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to

time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.12 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.13 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.14 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

5.15 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.

5.16 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.17 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.18 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.19 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.20 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.21 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.22 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

5.23 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated

herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.24 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 6 – DEFINITIONS

Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.2 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §v1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.3 Construction Cost – ♦

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

- 6.4 Constructor
Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- 6.5 Contractor - ♦
The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.
- 6.6 Documents
As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.
- 6.7 ENGINEER's Subcontractor
A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.
- 6.8 Reimbursable Expenses
The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit A.
- 6.9 Resident Project Representative - ♦
The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").
- 6.10 Standard General Conditions - ♦
The Standard General Conditions of the Construction Contract (No.) of the Engineers Joint Contract Documents Committee.
- 6.11 Total Project Costs - ♦
The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.
- 6.12 Work - ♦
The entire construction or the various separately identifiable parts thereof required to be

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

EXHIBIT A TO THE AGREEMENT BETWEEN OWNER AND ENGINEER Scope of Work FOR PROFESSIONAL SERVICES - Automated Meter Reading (AMR) System Feasibility Plan

This Agreement (consisting of Pages 1 to 4 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

ENGINEER:

By: Robert Woodard
Title: Chairman
Date:

By: Kevin Irby, PE
Title: Vice-President
Date:

Address for giving notices:
954 Marshall C Collins Drive
Manteo, NC 27954

Address for giving notices:
5400 Glenwood Ave, Suite 400
Raleigh, NC 27612

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

County Finance Officer

**EXHIBIT A TO THE AGREEMENT
BETWEEN OWNER AND ENGINEER**

**Scope of Work
FOR PROFESSIONAL SERVICES
Automated Meter Reading (AMR) System Feasibility Plan**

This is an exhibit attached to and made a part of the Agreement dated August 21 , 2017, between County of Dare, NC (OWNER) and CDM Smith, Inc. (ENGINEER) for professional services.

1.0 ENGINEER'S SERVICES

Upon this Agreement becoming effective, ENGINEER shall:

1.1 Task 010 – Project Management and Administration

1.1.1 Management of the ENGINEER's team, work, quality, schedule, and budget shall be carried out throughout the duration of project period. The ENGINEER's Project Manager will keep open and regular communication with the OWNER's representatives throughout the project.

1.2 Task 100 – Feasibility Study

1.2.1 ENGINEER will conduct a feasibility study to establish the viability of replacing existing manual read water meters installed on water services throughout the OWNER's service area, which require Dare County staff to visit each meter quarterly to collect the meter's position, to an automated meter reading system/technology.

1.2.2 ENGINEER will conduct an initial meeting with the key OWNER staff to discuss project schedule, scope, and objectives. Additionally, key OWNER staff will be interviewed related to the current system practices, and to identify the feasibility and preferences for possible AMR technology.

1.2.3 ENGINEER will collect data necessary for the review from the OWNER and other sources readily available. The data will be reviewed, processed, and analyzed to define the impact on feasibility and cost analysis for AMR implementation.

1.2.4 The examination of feasibility will be assessed in the following areas:

1.2.4.1 Technology – Assessment of the current state of water metering industry and technology with identification of relative advantages and disadvantages for up to three (3) options. The OWNER's preferences for operational/functional technology options, as well as functional limitations of the OWNER's water system will be identified that have impact on the technology selection. In conjunction with the OWNER,

the ENGINEER will identify a preferred alternative for the OWNER's unique system requirements and circumstances.

- 1.2.4.2 *Economic, Social, and Environmental Impacts* – Assessment of preferred alternative as compared to the OWNER's existing system. Identification of preliminary Critical Success Factors (CSF) and project risk profile. An abbreviated water audit, based on the principles of the AWWA Water Audit Tool will be utilized to assess and quantify the impact and cost of non-revenue water to the OWNER.
- 1.2.4.3 *Procurement and Implementation* – Assessment and detailed discussion of advantages and disadvantages of a variety of procurement and implementation strategies for the preferred alternative.
- 1.2.4.4 *Financial Impact* – Preliminary life cycle cost assessment (LCCA) for the preferred alternative building on the earlier economic assessment and vendor budgetary estimates. Additionally, Budgetary Capital Investment opinions will be prepared with input from our subconsultant (Hatchell Concrete) for planning purposes. Finally, a Return-On-Investment (ROI) analysis will be completed.
- 1.2.4.5 *Operations and Staffing* – Assessment of the OWNER's operational and staffing capabilities to support implementation of the preferred alternative.
- 1.2.4.6 *Lessons-learned From Other Utilities* – Interviews of at least two (2) other utilities who have completed implementation of the preferred alternative and documentation of lessons-learned with accompanying discussion or analysis from the ENGINEER.
- 1.2.4.7 *Risk Analysis* – Assess the risks for an AMR conversion and possible mitigation strategies.

1.3 Task 200 – Workshops and Meetings

- 1.3.1 Over the period of performance, meetings and workshops will be necessary at critical milestones to document required information and OWNER input, as detailed below:
 - 1.3.1.1 *Kickoff* – Discussion of scope, schedule, and expectations of the ENGINEER and OWNER.
 - 1.3.1.2 *Data Gathering and input from Operations Staff* – Operational review, interviews, field assessments, and equipment/systems assessments.

- 1.3.1.3 *Feasibility Study Workshop* – Review major decisions: procurement and implementation strategy options, equipment and technology preferences, results of preliminary financial analysis, water audit and benefits analysis. Following this Workshop, the ENGINEER will begin to write the Business Case Report
- 1.3.1.4 *Business Case Board Presentation Meeting* – The ENGINEER will formally present results of the feasibility study and automated metering business case document.
- 1.3.2 The PROJECT will have two deliverables
 - 1.3.2.1 The first is a Feasibility Study Workshop to be planned and executed by the ENGINEER with the OWNER’s staff, with a Meeting Summary Memorandum and Meeting Powerpoint Slides as a subsequent the deliverable.
 - 1.3.2.2 The second deliverable is the Dare County AMR Business Case Report, described in Task 300.

1.4 Task 300 – Business Case Report

- 1.4.1 In the final phase of the feasibility study the ENGINEER will prepare a Business Case Report summarizing the activities and results of the feasibility study with major sections addressing:
 - 1.4.1.1 *Summary of the Recommended Technology and Recommended Implementation Strategy*
 - 1.4.1.2 *Benefits and Risk of Implementing AMR*
 - 1.4.1.3 *Capital Investment, LCCA, and ROI of Advanced Metering Implementation*
 - 1.4.1.4 *Potential Impacts of Advancement Metering on the Water Utility Operation*

2.0 OWNER’S RESPONSIBILITIES

- 2.1 Furnish to ENGINEER for performance of Services as required by the Contract Documents, the following:
 - 2.1.1 Access to staff and facilities, as needed
 - 2.1.2 Documentation, records, and information in either electronic or hard copy form.
 - 2.1.3 OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to

this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Scope of Work.

2.1.4 Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.

2.2 Provided by the OWNER

2.2.1 Review the draft business case report and provide comments to CDM Smith.

2.2.2 Provide staff for workshops and meetings as necessary.

2.2.3 Coordinate escorts and access to property and facilities.

3.0 TIME PERIOD FOR PERFORMANCE

3.1 The time periods for the performance of Engineering Team services as set forth in this Agreement are amended and supplemented as follows:

3.1.1 All work described herein this Project Authorization will begin upon execution of this Task Authorization. The work will require approximately 6-months to complete from notice-to-proceed (NTP). Schedule extensions related to the addition of authorized scope shall be determined at the time of authorization. Schedule assumes receipt of all previously requested data from OWNER by NTP. Delays in providing any additional information requested by the ENGINEER may result in impacts to the Project Schedule.

4.0 METHOD OF PAYMENT

4.1 The method of payment for services rendered by the ENGINEER shall be as set forth below:

4.1.1 For the Basic Services performed under Section 1, **the OWNER agrees to pay the ENGINEER a lump sum amount of \$49,840.**

4.1.2 Partial payments shall be made by the OWNER monthly in proportion to the percentage of work completed and the balance of payment made when Engineer's Services are completed.

5. SPECIAL PROVISIONS

OWNER has established the following special provisions and/or other considerations or requirements in respect to the Assignment: None.



NORTH CAROLINA
DEPARTMENT OF STATE TREASURER
STATE AND LOCAL GOVERNMENT FINANCE DIVISION
AND THE LOCAL GOVERNMENT COMMISSION

JANET COWELL
TREASURER

GREGORY C. GASKINS
DEPUTY TREASURER

Memorandum # 2016-10

TO: All Local Governments, Public Authorities and Their Independent Auditors
FROM: Sharon Edmundson, Director, Fiscal Management Section
SUBJECT: Iran Divestment Act Notice for Local Governments in North Carolina
DATE: February 17, 2016

The North Carolina Department of State Treasurer is providing this letter to Local Government Units to explain new contracting and procurement compliance obligations created by the Iran Divestment Act of 2015 (N.C.G.S. 143C-6A-1 to 6A-9).^{*} Local Government Units should be aware that effective February 26, 2016, this law imposes new obligations on each new bid process, each new contract, and each renewal or assignment of an existing contract. The specific requirements are as follows:

1. **Local Government Units must obtain a one-page mandatory certification under the Act.** (*See sample "Contract Certification" form below for details.*)
2. **Local Government Units may not enter into contracts with any entity or individual found on the State Treasurer's Iran Final Divestment List.** This list will be posted on the Department of State Treasurer's website on February 26, 2016 and will be updated every 180 days. (*See "Contract Restrictions" below for details.*)

Background

The Iran Divestment Act's requirements applicable to Local Government Units** will become effective on February 26, 2016, at the time the State Treasurer publishes the first list of prohibited companies and individuals (a "Final Divestment List") under the Act.

^{*} The Iran Divestment Act of 2015 can be found online at:

<http://www.ncleg.net/Sessions/2015/Bills/Senate/PDF/S455v5.pdf>

^{**} The Act's requirements use the term "State agency." G.S. 143C-6A-3(7) provides that in the act, the term "State agency" includes not only State departments, boards, and commissions, but also "any political subdivision of the State" such as a Local Government Unit.

Final Divestment List

The Department of State Treasurer develops the Final Divestment List using data from a research vendor, U.S. federal sanctions lists, and other credible information available to the public. It consists of any individual or company, including parent entities and majority owned subsidiaries, that:

- Provided goods or services of \$20,000,000 or more within any 12-month period in the energy sector of Iran during the preceding five years;
- Extended \$20,000,000 or more in credit, under certain circumstances, to another individual or company that will use the credit to provide goods or services in the energy sector in Iran. (G.S. 143C-6A-3(4).)

The Department of State Treasurer will update the Final Divestment List at least every 180 days. The list will be published on the State Treasurer's website at www.nctreasurer.com/Iran and periodically circulated to Local Government Units.

Requirement 1: Contract Certification

For new procurements and new, renewed, or assigned contracts on or after February 26, 2016, each Local Government Unit must obtain a simple certification from each bidder or vendor. The bidder or vendor must affirm that it is not listed on the State Treasurer's Final Divestment List found at www.nctreasurer.com/Iran as of the date of signature. The certification is due at the time a bid is submitted or the time a contract is entered into, renewed, or assigned. (G.S. 143C-6A-5(a).)

We have attached on the next page a short form that can be used for this certification, but Local Government Units are free to instead use their own form or put the required certification in the text of a contract or purchase order. Each Local Government Unit shall maintain its own records demonstrating these certifications.

Requirement 2: Restriction on Contracting

Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) Any existing contracts with these Iran-linked persons will be allowed to expire in accordance with the contract's terms. (G.S. 143C-6A-6(c).)

Contracts valued at less than \$1,000.00 are exempt from this restriction. (G.S. 143C-6A-7(a).) In addition, a Local Government Unit may contract with a listed individual or company if it makes a good-faith determination that (1) the commodities or services are necessary to perform its functions and (2) that, absent such an exemption, it would be unable to obtain those commodities or services. (G.S. 143C-6A-7(c).) Local Government Units shall enter such exemptions into the procurement record.

Memorandum #2016-10
Iran Divestment Act
February 17, 2016
Page 3

The Act provides that vendors to Local Government Units may not utilize any subcontractor found on the State Treasurer's Final Divestment List. (N.C.G.S. 143C-6A-5(b).) It is each vendor's responsibility to monitor its compliance with this restriction.

Next Steps

The Department of State Treasurer anticipates distributing the first Final Divestment List on February 26, 2016. Once the List has been distributed, all Local Government Units should meet the contract certification requirements.

If you have questions about the Department of State Treasurer's Iran Divestment Policy, please contact Sharon Edmundson at Sharon.Edmundson@nctreasurer.com or 919-814-4289.

RFP Number (if applicable): Dare County Automated Meter Reading Feasibility Study

Name of Vendor or Bidder: CDM Kevin Irby, Vice-President
5400 Glenwood Ave, Raleigh, NC 27612

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.



Signature Kevin Irby Date Vice President

Printed Name _____ Title _____

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.



Tax Collector's Report

Description

July 2017 Discoveries over \$100
July 2017 NCVTS Refunds over \$100

Board Action Requested

Approved

Item Presenter

Becky Huff, Tax Collector

Discovery Report for REAL ESTATE, PERSONAL PROPERTY and MOTOR VEHICLE

(Discoveries over \$100.00)

MONTH: JULY Date Range: 7/1/2017 - 7/31/2017 SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel	Bill Yr	Reason	Value Discovered	Tax Discovered
CASTLEBURY, KENNETH ROY	011262000	2016	OAE Exemption removed	227,900.00	7,463.72
Bills Discovered: 1				227,900.00	7,463.72



North Carolina Vehicle Tax System

JULY 2017 Refunds Over \$100.00

NCVTS Pending Refund report

Payee Name	Secondary Owner	Refund Reason	Create Date	Tax Jurisdiction	Change	Interest Change	Total Change
BAUST, JOHN HENRY	BAUST, SUSAN WILLIAMS	Tag Surrender	07/06/2017	C99	(\$87.36)	\$0.00	(\$87.36)
				F05	(\$11.36)	\$0.00	(\$11.36)
				R01	(\$1.95)	\$0.00	(\$1.95)
				S99	(\$20.92)	\$0.00	(\$20.92)
				Refund			
BEATTY, ERIN KATHLEEN		Tag Surrender	07/11/2017	C99	(\$146.77)	\$0.00	(\$146.77)
				F51	(\$14.85)	\$0.00	(\$14.85)
				S99	(\$35.15)	\$0.00	(\$35.15)
				Refund			
HALLAC, DAVID EDOUARD	HALLAC, ROBIN JOAN	Tag Surrender	07/10/2017	C99	(\$63.73)	\$0.00	(\$63.73)
				T07	(\$56.45)	\$0.00	(\$56.45)
				Refund			
MARSHALL, KENNETH WAYNE JR		Tag Surrender	07/31/2017	C99	(\$88.53)	\$0.00	(\$88.53)
				F51	(\$8.95)	\$0.00	(\$8.95)
				S99	(\$21.20)	\$0.00	(\$21.20)
				Refund			
SUBURBAN ELECTRIC CONTRACTORS OF NC INC		Tag Surrender	07/03/2017	C99	(\$133.22)	\$0.00	(\$133.22)
				F51	(\$13.47)	\$0.00	(\$13.47)
				S99	(\$31.91)	\$0.00	(\$31.91)
				Refund			
WALKER, BRUCE ALLEN		Tag Surrender	07/26/2017	C99	(\$100.42)	\$0.00	(\$100.42)
				F18	(\$18.68)	\$0.00	(\$18.68)
				S99	(\$24.05)	\$0.00	(\$24.05)
				Y52	(\$7.15)	\$0.00	(\$7.15)
				Refund			
						Refund	
						Total	\$886.12

COMMISSIONERS' BUSINESS

MANAGER'S / ATTORNEY'S BUSINESS