



AGENDA
UNION COUNTY BOARD OF COMMISSIONERS
Regular Meeting
Monday, October 5, 2009
7:00 P.M.
Board Room, First Floor
Union County Government Center
500 North Main Street
Monroe, North Carolina

www.co.union.nc.us

1. **Opening of Meeting**
 - a. **Invocation**
 - b. **Pledge of Allegiance**
 - c. **Featured Community Benefit Organization: Friends of the Union County Animal Shelter, Inc. (*Estimated Time: 5 Minutes)**
Purpose: This non-profit was formed in order to support a spay-neuter clinic for animals that come through the shelter. The non-profit also used funds to help treat animals that would otherwise be euthanized.
2. **Informal Comments (*Estimated Time: 15 Minutes)**
3. **Additions, Deletions and/or Adoption of Agenda (*Estimated Time: 5 Minutes)**
ACTION REQUESTED: Adoption of Agenda
4. **Consent Agenda (*Estimated Time: 5 Minutes)**
ACTION REQUESTED: Approve items listed on the Consent Agenda
5. **Public Information Officer's Comments (*Estimated Time: 10 Minutes)**

Old Business:

6. **Discussion of Planning Board Recommendation (*Estimated Time: 20 Minutes)**
ACTION REQUESTED: Staff defers to Vice Chair Rogers
7. **Groundwater Remediation Design (*Estimated Time: 10 Minutes)**
ACTION REQUESTED: : Authorize County Manager to approve Task Order No. 4 with SCS Engineers, pending legal review, and adopt Budget Ordinance Amendment #10 in the amount of \$253,604

New Business:

8. **Catawba River Water Treatment Plant Reservoir Expansion** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Authorize the County Manager to approve Task Order #2, pending legal review, and adopt CPO Amendment #128

9. **Announcements of Vacancies on Boards and Committees** (*Estimated Time: 10 Minutes)
 - a. Adult Care Home Advisory Committee (5 Vacancies)
 - b. Nursing Home Advisory Committee (4 Vacancies)
 - c. Region F Aging Advisory Committee (1 Vacancy)
 - d. Juvenile Crime Prevention Council:
 1. Member of Faith Community
 2. County Commissioner Appointees (3)
 3. Substance Abuse Professional
 - e. Union County Industrial Facilities and Pollution Control Authority (2 Vacancies for Unexpired Terms Ending May 2014)
 - f. Parks and Recreation Advisory Committee (1 Vacancy for Unexpired Term Ending in February 2011 Due to Resignation)**ACTION REQUESTED:** Announce Vacancies

10. **Appointments to Boards and Committees** (*Estimated Time: 5 Minutes)
 - a. Adult Care Home Advisory Committee
 - b. Parks and Recreation Advisory Committee (Ex Officio Member)**ACTION REQUESTED:** Consider appointments

11. **Manager's Comments**

12. **Commissioners' Comments**

CONSENT AGENDA
October 5, 2009

1. **Contracts/Purchase Orders Over \$20,000**
 - a. Sheriff's Office: Renewal and Amendment #2 to Agreement with SimplexGrinnel
 - b. Purchase Requisition for the purchase of 35 ballistic vests for Sheriff's Office in the amount of \$22,507.50. (These vests replace current vests worn by personnel that are 5 years old and must be replaced.)

ACTION REQUESTED: Authorize Manager to approve Items a-b above, pending legal review

2. **Minutes**

ACTION REQUESTED: Approval

3. **Health Department - Budget Amendment**
 - a. \$41,543 in Additional Federal Preparedness and Response Funding
 - b. \$94,200 in Additional Federal H1N1 Preparedness Funding
 - c. \$5,800 in Additional Federal H1N1 Preparedness Funding

ACTION REQUESTED: Adopt Budget Amendment #12 in the total amount of \$141,543 to appropriate the additional federal funding for H1N1 Preparedness and Response

4. **Criminal Justice Partnership Program Formula Grant**

ACTION REQUESTED: Adopt Budget Ordinance Amendment #13 to appropriate additional State funding for FY 2010 in the amount of \$5,342

5. **Tax Administrator**
 - a. Departmental Monthly Report for August 2009
ACTION REQUESTED: Approve report
 - b. Fourth Motor Vehicle Billing in the Grand Total of \$1,213,908.31
ACTION REQUESTED: Approve
 - c. Third Motor Vehicle Release Register for the Period of September 1, 2009 - September 30, 2009, in the Net Grand Total of \$7,395.86-
ACTION REQUESTED: Approve
 - d. Third Motor Vehicle Refund Register for the Period of September 1, 2009 - September 30, 2009, in the Net Grand Total of \$1,618.90-
ACTION REQUESTED: Approve

6. **Union Electric Membership Corporation - Easement Across County Property Located Off Goldmine Road**

ACTION REQUESTED: Authorize the County Manager to approve right-of-way agreement to Union Electric Membership Corporation

7. **Elderly Nutrition Program - Home Delivered and Congregate Meals**

ACTION REQUESTED: Approve the ARRA County Funding Plan for the Elderly Nutrition Program and adopt Budget Ordinance Amendment #14

8. **Budget Transfer Reports for August 2009 (Finance Department)**
ACTION REQUESTED: Approve report

**INFORMATION ONLY
NO ACTION REQUIRED**

1. Report of Health Hazard Sanitary Sewer Tap Allocation - 5010 Willow Run Drive,
Monroe

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 5, 2009

Action Agenda Item No. 411a
(Central Admin. use only)

SUBJECT: Proposed Renewal and Amendment to SimplexGrinnell Contract

DEPARTMENT: Sheriff's Office

PUBLIC HEARING: No

ATTACHMENT(S):
Proposed Renewal and Amendment
to the SimplexGrinnell Contract

INFORMATION CONTACT:
Jeff Crook
Steve Simpson

TELEPHONE NUMBERS:

Jeff Crook - 704-283-3673

Steve Simpson- 704-292-3578

DEPARTMENT'S RECOMMENDED ACTION: Authorize Manager to approve renewal/amendment subject to Legal review.

BACKGROUND: The Union County Sheriff's Office's ("UCSO") contract with SimplexGrinnell for maintenance on the alarm, intercom, and door locking system at the Sheriff's Office/Jail expired 5 years from the date that the 2004 upgrades to the system were installed and operational (approximately the end of April 2009). SimplexGrinnell proposed new contract terms to replace this 2004 contract. The County Legal Department requested a number of revisions to this new contract, some of which were rejected by SimplexGrinnell. In response, SimplexGrinnell has offered to extend the terms of the 2004 contract in lieu of trying to negotiate a resolution to the issues with the new contract. UCSO and the Union County Legal Department believe that this is the best course of action, and would like to extend the terms of the 2004 contract through the end of this fiscal year. Furthermore, UCSO would like to backdate the term of this amendment so that the renewal will be effective as of the date that the 2004 contract expired. Within the past few months, SimplexGrinnell has performed several significant repairs for UCSO. Backdating the contract will allow for a number of these repairs to be covered under the contract's scope, and will therefore eliminate any additional costs for such repairs.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable:

Manager Recommendation:

STATE OF NORTH CAROLINA

RENEWAL & AMENDMENT # 2

COUNTY OF UNION

THIS RENEWAL & AMENDMENT # 2, made and entered into as of the ____ day of _____, 2009, by and between UNION COUNTY ("Customer") and SIMPLEXGRINNELL ("SimplexGrinnell"), shall modify as indicated that agreement between the parties dated May 1, 2004, as modified by an amendment dated April 13, 2005 (collectively referred to herein as the "Agreement").

WHEREAS, the parties desire to renew and extend the Agreement until June 30, 2010 pursuant to the terms described herein, and make the changes to the Agreement hereinafter described.

NOW, THEREFORE, in consideration of the parties' continuing obligations under the Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

(1) On the introductory page of the Service Agreement, as modified by Addendum 1: Amendments to Agreement, add the following to the end of the paragraph regarding "Consideration:"

"The Contract Price for the Renewal Term shall be Twenty Three Thousand Three Hundred Thirty Four Dollars (\$23,334.00), which amount shall be due within thirty (30) days of receipt of verified invoice by Customer's Finance Department. Notwithstanding anything herein to the contrary, the provisions found in this paragraph supersede any reference to any annual contract price of \$24,002.80 found elsewhere in the Agreement."

(2) On the introductory page of the Service Agreement, as modified by Addendum 1: Amendments to Agreement, delete the paragraph regarding "Term" as written and replace it with the following:

"Term: The Initial Term of this Agreement shall commence upon Acceptance of the Covered Systems by Customer and run for five years. Acceptance shall occur when the Covered Systems are installed at the Union County Jail and Sheriff's Office and are operational in accordance with SimplexGrinnell published specifications. Upon conclusion of the Initial Term, this Agreement shall automatically renew for an additional term (the "Renewal Term") that shall end on June 30, 2010. Notwithstanding anything herein to the contrary, the contract price for this Renewal Term for the services described in this Agreement shall be Twenty Three Thousand

Three Hundred Thirty Four Dollars (\$23,334.00). Neither party may terminate this Agreement, except in the case of a material breach by the other party, uncured after 30 days notice. In the event of termination by Customer due to uncured material breach, in addition to any other remedies available to Customer, SimplexGrinnell shall refund Customer the prepaid charges for the services covered by this Agreement, prorated for the remainder of the five-year term.”

(3) Delete the attachment to the Agreement entitled “Pricing Summary” in its entirety and replace it with the document entitled “Pricing Summary/Scope of Work Union County Jail,” as modified, which is attached and incorporated into this amendment by reference. The attached, modified “Pricing Summary/Scope of Work Union County Jail” is hereby incorporated in the Agreement by reference, and all references in the Agreement to the “Pricing Summary” shall be deemed to refer to the attached, modified “Pricing Summary/Scope of Work Union County Jail.” Notwithstanding anything in the Agreement to the contrary, the items/services listed in the attached, modified “Pricing Summary/Scope of Work Union County Jail” shall be part of the Covered Systems for all purposes of the Agreement.

(4) The parties agree that the Agreement, as renewed and amended herein, shall include all costs for services provided during the period beginning May 1, 2009 and ending on the date of the execution of this Amendment, excluding only the following: \$7,594.27 for spare boards (station cards) under Invoice # 64812063; \$850 for after hours service under Invoice # 64745484; \$679.50 for after hours service on August 27, 2009; and \$453.00 for after hours service on September 19, 2009.

(5) Except as herein amended, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Renewal & Amendment to be duly executed, this the day and year first above written.

UNION COUNTY

SIMPLEXGRINNELL

Name: Alfred W. Greene

Name: _____

By: _____

By: _____

Title: County Manager

Title: _____

Date: _____

Date: _____

Approved as to Legal Form _____

SimplexGrinnell BE SAFE.

Pricing Summary/Scope of Work Union County Jail

Location : Fire Alarm/Intercom/Doorlocking Full Service Contract

<u>Fire Alarm Detection Systems [Full Service (8-5/M-F)]</u>	<u>Quantity</u>	<u>Frequency</u>
Annunciator Panel	1	Annual
Fire Alarm Control Panel (Multiplex/Addressable)	1	Annual
Transponder or gathering panel (Each)	4	Annual
Smoke Detector Functional Test (100% per yr.); Cleaning, and Sensitivity Test (50% per yr.)	161	Annual
Pull Station	26	Annual
Audio / Visual Unit	155	Annual
Waterflow Switch	1	Annual
Tamper Switch Test	1	Annual

Total Annual Investment : (Plus Any Applicable Tax) ~~\$20,000.00~~
through June 30, 2010 \$23,334.00

Int. _____

Pricing: The pricing set forth in this Agreement is based on the number of devices to be installed as set forth in the Scope of Work. If the actual number of devices installed is different than the number set forth in the Scope of Work, the price will be adjusted accordingly.

Int. _____

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 10/19/09

Action Agenda Item No. 4/16

(Central Admin. use only)

SUBJECT: Ballistic Vests Purchase

DEPARTMENT: Union Co. Sheriff's
Office

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:

Capt. Steve Simpson

TELEPHONE NUMBERS:

704-283-3578

704-400-4584

DEPARTMENT'S RECOMMENDED ACTION: Approve requisition #135 for purchase order conversion

BACKGROUND: Purchase of (35) Point Blank NIJ06 level IIIA ballistic vests. These vests will replace current vests worn by personnel that are 5 years old. (Note-Vests must be replaced after 5 years for officer protection).

FINANCIAL IMPACT: \$22507.50

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Bill To
 UNION COUNTY SHERIFF'S OFFICE
 3344 PRESSON ROAD
 ROSE PHIFER 704-283-3762
 MONROE, NC
 28112

Requisition 00000135-00 FY 2010

Acct No: 10 -20-5-431-30-5212 -1050
 Review:
 Buyer:
 Status: Released

Page 1

Vendor
 CAROLINA UNIFORMS & EQUIPMENT INC
 2732 D INTERSTATE STREET

Ship To
 UNION COUNTY SHERIFF'S OFFICE
 3344 PRESSON ROAD
 ROSE PHIFER 704-283-3762
 MONROE, NC 28112

CHARLOTTE, NC 28208

Delivery Reference
 Brian Griffin

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/09	033810	09/22/09			LAW ENFORCEMENT ADMIN/OPERT
LN Description / Account	Qty	Unit Price	Net Price		
001 (35) Point Blank NIJ06 level IIIA this price includes a trauma place and two carriers for each vest. Sizes to be determined. *Amount reflects \$90.00 freight.	35.0 Each	640.50000	22507.50		
10 -20-5-431-30-5212 -1056					
10 -20-5-431-30-5212 -1053					
10 -20-5-431-38-5212 -					
10 -20-5-431-30-5212 -1050					
10 -20-5-431-30-5212 -1057					

Bid Number: 0

Requisition Total 22507.50

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
10 -20-5-431-30-5212 -1050	18649.04	21101.74
LAW ENFORCEMENT ADMIN/OPER WEARING APPARREL		
10 -20-5-431-30-5212 -1053	643.08	
LAW ENFORCEMENT ADMIN/OPER WEARING APPARREL		
10 -20-5-431-30-5212 -1056	1286.15	
LAW ENFORCEMENT ADMIN/OPER WEARING APPARREL		
10 -20-5-431-30-5212 -1057	1190.15	
LAW ENFORCEMENT ADMIN/OPER WEARING APPARREL		
10 -20-5-431-38-5212 -	643.08	
LAW ENFORCEMENT-ANIMAL CONTROL WEARING APPARREL		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Queued	09/22/09	Dept413: Lee Lesslie	
Pending		Dept431: Jean Hart	
Pending		Dept431: Steve Simpson	

Pending

Dept431: Robin Hunter

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=====
Bill To                               Requisition 00000135-00  FY 2010
UNION COUNTY SHERIFF'S OFFICE
3344 PRESSON ROAD                    Acct No: 10  -20-5-431-30-5212  -1050
ROSE PHIFER 704-283-3762            Review:
MONROE, NC                            Buyer:
                                     Status: Released
                                     Page 2
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Vendor
CAROLINA UNIFORMS & EQUIPMENT INC
2732 D INTERSTATE STREET

CHARLOTTE, NC 28208

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Ship To
UNION COUNTY SHERIFF'S OFFICE
3344 PRESSON ROAD
ROSE PHIFER 704-283-3762
MONROE, NC 28112

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Delivery Reference
Brian Griffin

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/09	033810	09/22/09			LAW ENFORCEMENT ADMIN/OPERT

LN Description / Account	Qty	Unit Price	Net Price
Pending Dept431: Rose Phifer			
Pending Dept426: Nicole Hatch			

Authorized By:

Signature

Date:

From: CAROLINAUNIFORMS@bellsouth.net
To: BrianGriffin@co.union.nc.us

Date: Monday, September 14, 2009 10:11AM
Subject: Re: Vest Prices

Brian,		
35 Point Blank NIJ06 level IIIA	\$ 640.50 ea	\$ 22,417.50
	shipping & handling	\$ 90.00
	tax	\$ 1,744.33
	total	\$ 24,251.83

1/T = 2
WED = 1
ALG = 1
SL = 2
SKO = 2
35

Thanks,
Glenn

----- Original message from BrianGriffin@co.union.nc.us: -----

Can you send me a total price on the NIJ 06 vest for 35? Shipping and Freight included.
Thank You

Brian Griffin
Union County Sheriff's Office
3344 Presson Road
Monroe, NC 28112
704-292-2685

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-----CAROLINAUNIFORMS@bellsouth.net wrote: -----

To: BrianGriffin@co.union.nc.us
From: CAROLINAUNIFORMS@bellsouth.net
Date: 09/10/2009 09:50AM
Subject: Re: Vest Prices

Brian,
These are NIJ 05. Cost for the NIJ 06 are \$ 640.50 each. You do know the 06 will be much heavier and you may hear complaints from the guys.
Thanks,
Glenn

----- Original message from BrianGriffin@co.union.nc.us: -----

Are these prices for the New NIJ 06?
Thank You

Brian Griffin
Union County Sheriff's Office
3344 Presson Road



www.pacabodyarmor.com



www.pointblankarmor.com

Sept 7 2009

Brian Griffin

Our current printed retail prices for Point Blank Hillite vests with an extra carrier are:

Level II (NIJ - 04/05)	1080.00
Level IIIA (NIJ - 04/05)	1180.00
Level II new NIJ 06	1020.00
Level IIIA new NIJ 06	1260.00

At this time either is available to you. 04/05 may go away after the first of the year, that's up to the folks at NIJ

Bill Burns
Mfg Rep
Point Blank and PACA

Bill Burns
Manufacturer's Representative
14711 Brighton Place
Mint Hill, NC 28227

Phone: (704) 534-0292
Fax: (954) 414-8126

bburns@pbsinc.com



Date: 9/1/09
 Attn: Brian Griffin/ Union CO SO
 Fax:

Price Quote

2680 Palumbo Dr
 Lexington, KY 40509
 Phone: 800-876-4242 ext 2276
 Fax: 877-914-2557

Customer #: 4556387

Item #	Description	Quantity	Retail	Your Price	Total with Discount
BP446	Point Blank Hi Lite Level IIIA Body Armor	35	\$819.99	\$690.00	\$24,150.00
BP**	Extra Carriers	70	\$69.99	\$56.00	\$3,920.00
BP183	Soft Trauma Pak	35	\$32.99	\$26.50	\$927.50
					\$0.00
					\$0.00
					\$0.00
	NII 05 (BG)				\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subtotal					\$28,997.50
Shipping & Handling					
Total					\$28,997.50

Additional Comments: All pricing good for 30 days from date shown.



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**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT
Meeting Date: October 5, 2009

Action Agenda Item No 4/3a
(Central Admin. use only)

SUBJECT: ADDITIONAL PREPAREDNESS & RESPONSE FUNDING

DEPARTMENT: HEALTH

PUBLIC HEARING: No

ATTACHMENT(S):
Agreement Addendum

INFORMATION CONTACT:
Phillip Tarte

TELEPHONE NUMBERS:
704-296-4801

DEPARTMENT'S RECOMMENDED ACTION: Accept an additional \$41,543 in preparedness and response funding.

BACKGROUND: Emergency preparedness and response efforts are intended to support the National Response Plan (NRP) and the National Incident Management System (NIMS). These additional funds will be used for the Preparedness Coordinator to identify at-risk population groups, enhance communications and planning, implement training and exercises, and maintain an updated SNS plan and an updated Technical Assistance Review (TAR) tool. Additionally, these funds will be used to develop a preparedness and response coordination team and/or an epidemiology team to develop a plan that includes identifying and addressing the training and continuing education needs of the staff.

FINANCIAL IMPACT: No financial impact to the County.

Increase revenue:

10451150-4313-1337 \$41,543

Increase expenditures:

10551150-5381-1337 \$41,543

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

Division of Public Health Agreement Addendum FY 09-10

Union County Health Department
Local Health Department Legal Name

Epidemiology/PH Preparedness & Response
DPH Section/Branch Name

Activity # 514: Bioterrorism - North Carolina Public Health Preparedness & Response System
Activity Number and Description

Fred C. Jamison, 919-715-1411, at: fred.jamison@dhs.nc.gov
DPH Program Contact Name, Telephone Number (with area code) and Email

August 10, 2009 - May 31, 2010
Service Period

DPH program signature **Date**
(only required for negotiable agreement addendum)

September 1, 2009 - June 30, 2010
Payment Period

- Original Agreement Addendum
- Agreement Addendum Revision # 1 (please do not put the Aid to County revision # here)

I. Background:

No change.

II. Purpose:

The purpose of emergency preparedness and response efforts are intended to support the National Response Plan (NRP) and the National Incident Management System (NIMS). Funds awarded under our Cooperative Agreement Guidance from the Centers for Disease Control and Prevention (CDC) will be used to enhance all hazards strategic planning and direction, coordination and assessment, surveillance and detection capacities, risk communication and health information dissemination, telecommunications capabilities and education and training. This Agreement Addendum extends the Agreement Addendum requirements issued or distributed to Local Health Departments/Counties for SFY 09-10, as amended for the period August 10, 2009 through May 31, 2010.

III. Scope of Work and Deliverables:

The Scope of Work and Deliverables has been changed to add the following:

Phillip E. Tost
Health Director Signature (use blue ink)

9-18-09
Date

Local Health Department to complete: (If follow up information is needed by DPH)	LHD program contact name: _____
	Phone number with area code: _____
	Email address: _____

Signature on this page signifies you have read and accepted all pages of this document.

Specifically, funds are awarded to Local Health Departments (LHD) with this Agreement Addendum to provide Public Health Preparedness & Response activities, primarily to be used to support the work and/or function of the Public Health All Hazards Preparedness Planner/Coordinator to accomplish, at a minimum, the following activities for the period August 10, 2009 through May 31, 2010:

F. At Risk Populations

The local health department shall conduct a comprehensive community health assessment every 48 months. The community health assessment must fulfill the following requirement:

- Identify population groups at risk for health problems during a public health emergency.

The local health department shall carry out or assist other agencies in the development, implementation and evaluation of health promotion/disease prevention programs and educational materials targeted to groups identified as at-risk in the community health assessment.

G. Communications

The local health department shall have a system in place to receive reports of communicable diseases or other public health threats on a 24-hour-a-day, 7-day-a-week basis.

The local health department shall use two or more methods to disseminate health alerts and other advisories on real or potential disease threats, as they occur, to the local medical community, including pharmacists and veterinarians.

The local health department shall provide health alerts or advisories to the news media to inform the public when disease outbreaks or other potential public health threats occur.

H. Planning

The local health department shall have epidemiological case investigation protocols in place that specifically refer to cases of public health emergency significance including CDC Category A agents and pandemics.

The local health department shall have a public health preparedness and response plan that:

- is NIMS compliant
- corresponds to existing local and state emergency and Bioterrorism plans
- establishes roles and responsibilities of plan participants
- identifies training for participants in those roles
- establishes a chain of command among plan participants
- describes a system of emergency notification to local and state public health staff and other key decision makers based upon the nature of the event
- is available to staff on site

The local health department shall have a defined role in the county Emergency Operations Plan to protect the public's health.

Specific Plans that are required:

- 1) County All Hazards Emergency Operations Plan that includes public health components
- 2) Communications Plan
- 3) Local SNS Distribution Plan
- 4) Local Health Department Pandemic Flu Continuity of Operations Plan (COOP)

The local health department shall collaborate with community health care providers to provide personal and preventive health services.

The local health department shall be involved in a local emergency planning committee.

The local health director shall maintain periodic communication with local emergency managers.

I. Training and Exercises

The local health department shall annually test or implement the local public health preparedness and response plan.

The local health department shall participate in regional emergency preparedness exercises and activities.

J. PH Workforce Development for Preparedness and Response

The Local Health Department shall have one of the following:

- A Public Health Preparedness and Response Coordination Team with an environmental health member and a public health preparedness response coordinator, or
- An Epidemiology Team with an environmental health member and an epidemiology team coordinator.

The Local Health Department shall have a staff development plan that includes identifying and addressing the training and continuing education needs of the staff.

K. Strategic National Stockpile (SNS) Deliverable

Maintain an updated SNS plan and updated Technical Assistance Review (TAR) tool.

IV. Performance Measures/Reporting Requirements:

The Performance Measures/Reporting Requirements have been changed to add the following:

The local health department shall comply with laws, rules, and contractual requirements for programs and services provided pursuant to the local health department's consolidated agreement and agreement addendum, including requirements for corrective action.

All plans and documents must be available for review by PHP&R staff as needed during the period August 10, 2009 – May 31, 2010. Plans and other documents must be consistent with state and federal requirements and must be specific to your local public health area. Reporting requirements include:

A. At Risk Populations

1. Documentation from Community Health Assessment of populations identified as "at risk" during a public health emergency.
2. Documentation from Emergency Operations Plans that reflects the provision of essential public health preparedness target capabilities specifically for those populations. The three major target capabilities for Public Health are: Emergency Communications, Mass Prophylaxis and Vaccination, Community Containment.
3. Provide to PHP&R upon request educational materials related to preparedness functions (SNS, community containment, emergency communications, etc.).
4. Submit as part of annotated LTAR Section 5.7 a Public Information Plan for at-risk populations.

B. Communications

1. Copy of Notification Protocol from local Public Health Preparedness and Response Plan (or equivalent), OR written policies and procedures regarding after-hours calls, AND current after-hours call list.
2. Documentation of quarterly update to these lists.
3. Performed quarterly: one drill or portion of an exercise where the notification procedure was tested with an After Action Report (AAR) and Corrective Action Plan (CAP) OR reference as a function in a larger AAR or CAP.
4. Health Alert Communication Plan

5. Medical provider contact list (to include pharmacists and veterinarians)
6. If applicable, proof of dissemination of advisories or alerts by multiple methods (e.g. phone, fax, & email).
7. Agency Crisis Communication Plan, or Communication/Media Plan AND, if applicable, examples of threats, alerts, or advisories appearing in/on news media.
8. Documentation (meeting agenda, attendance and minutes) or agency participation in or coordination of a Local Information Team.
9. Documentation of agency participation in ICCE-NET as demonstrated by established group in Web EOC ICCE-NET.

C. Planning

1. Where applicable, provide documentation of plans that indicate specific response components for Category A agents, chemicals, and radiologic threats. For example, Suspicious Substance Response Protocol, Radiologic/Nuclear Response Protocol, and BioDetection System (BDS) Plan.
2. Copy of those portions/sections of the County Emergency Operations Plan that reflect the role of the public health agency.
3. Documentation indicating the SNS Plan is part or annex to the county's all hazard plan or Emergency Operations Plan.
4. Provide documentation, if applicable, that the Local Health Department has collaborated with community health agencies for response to public health emergencies. This could be in areas of training, equipment, surge capacity, etc.
5. Provide documentation regarding the specific plans: Local SNS Distribution Plan, Pandemic Flu COOP
6. Minutes or documents confirming agency involvement in Local Emergency Planning (LEPC) Committee (or equivalent).
7. Documentation of SNS specific activities of the LEPC. If separate, documentation must be provided as outlined in Section 1.3 of the LTAR.
8. Minutes or notes from two or more meetings per year OR evidence of Health Director's and/or designee's ongoing communications (letters, memos, emails, phone log) with local emergency manager.

D. Training and Exercises

1. If the Local Health Department participates in a regional exercise the Local Health Department must submit a county-specific Corrective Action Plan (CAP) from exercise.
2. After Action Report (AAR) and CAP from all exercises and/or incidents will be submitted to PHP&R within 60 days of completion or exercise/incident.
3. The Local Health Department will submit a three-year exercise plan developed through HSEEP guidelines. This plan will be updated annually and will include current year and two years forward and will include operational based exercises. This plan will also reflect exercise requirements of the SNS program in that each of 12 elements must be exercised over the three year planning cycle.

E. PH Workforce Development for Preparedness and Response

1. Provide a list of team member names, titles, and designated roles.
2. Documentation of training either within the Local Health Department or from another source (UNC, PHRST, etc.)
3. AAR and CAP following an incident(s) OR exercise(s).
4. Provide upon request the portion of Staff Development Plan that specifically addresses preparedness capabilities: ICS training, Preparedness Coordinator training, staff training for preparedness topics, etc.
5. Maintain records of who received ICS training and what level. The level of training is dependent on the expected role the individual will play during a public health emergency.

F. Submit monthly Expenditure Monitoring Reports (EMRs).

G. Submit Quarterly Narrative Reports (QNRs). QNRs are due four (4) times per year. (September, December, March, June)

H. Submit After Action Reports (AARs) within 60 days of completing the exercise/drill.

V. Performance Monitoring and Quality Assurance:

No change.

VI. Funding Guidelines or Restrictions: (if applicable)

The Funding Guidelines or Restrictions have been changed to add the following:

The Public Health Preparedness and Response for Bioterrorism grant requires a five percent match for the grant that begins August 10, 2009 and a ten percent match for the grant that begins August 10, 2010. Counties should enter all local Bioterrorism expenditures which may be utilized as match for federal grant at local line (106) which has been added to the aid-to-county database to be used by counties to report their local bioterrorism expenditures. It is mandatory that counties report these expenditures monthly as these expenditures will be used as match for the grant.

PHP&R will distribute funds to the LHD in amounts based on a formula developed in conjunction with and agreed to by the Public Health Preparedness Liaison Committee. Funds will be distributed through the Controller's Office based on standard DPH procedures.

Equipment purchases exceeding \$2,500.00 for single or multiple item(s) must receive prior written approval from PHP&R. (See Consolidated Agreement, Section B, 14.b. -Funding Stipulations.

Allocations By County for Fund Item

Fiscal Year: 09/10

Estimate Number:

Activity:514 Fund:1561 RCC:2680 FRC:EZ

Actual Allocations : \$0.00 Proposed Allocations : \$3,681,000.00 Actual Requests : \$0.00

County Name	State Allocation	Proposed Allocation
ALAMANCE	\$0.00	\$40,250.00
ALBEMARLE REG	\$0.00	\$65,621.00
ALEXANDER	\$0.00	\$30,068.00
ANSON	\$0.00	\$31,874.00
APPALACHIAN	\$0.00	\$40,616.00
BEAUFORT	\$0.00	\$34,719.00
BLADEN	\$0.00	\$35,742.00
BRUNSWICK	\$0.00	\$39,296.00
BUNCOMBE	\$0.00	\$101,038.00
BURKE	\$0.00	\$37,283.00
CABARRUS	\$0.00	\$39,633.00
CALDWELL	\$0.00	\$35,913.00
CARTERET	\$0.00	\$37,148.00
CASWELL	\$0.00	\$30,720.00
CATAWBA	\$0.00	\$40,965.00
CHATHAM	\$0.00	\$35,411.00
CHEROKEE	\$0.00	\$31,052.00
CLAY	\$0.00	\$27,459.00
CLEVELAND	\$0.00	\$37,511.00
COLUMBUS	\$0.00	\$38,319.00
CRAVEN	\$0.00	\$39,524.00
CUMBERLAND	\$0.00	\$109,545.00
DARE	\$0.00	\$34,757.00
DAVIDSON	\$0.00	\$42,887.00
DAVIE	\$0.00	\$30,211.00
DUPLIN	\$0.00	\$36,648.00
DURHAM	\$0.00	\$104,047.00
EDGEcombe	\$0.00	\$34,291.00
FORSYTH	\$0.00	\$55,515.00
FRANKLIN	\$0.00	\$33,439.00
GASTON	\$0.00	\$44,827.00

GRAHAM	\$0.00	\$29,682.00
GRAN-VANCE	\$0.00	\$39,031.00
GREENE	\$0.00	\$30,022.00
GUILFORD	\$0.00	\$129,284.00
HALIFAX	\$0.00	\$36,528.00
HARNETT	\$0.00	\$38,279.00
HAYWOOD	\$0.00	\$33,733.00
HENDERSON	\$0.00	\$36,828.00
HERTFORD	\$0.00	\$24,259.00
HOKE	\$0.00	\$26,685.00
HYDE	\$0.00	\$29,718.00
IREDELL	\$0.00	\$40,937.00
JACKSON	\$0.00	\$27,168.00
JOHNSTON	\$0.00	\$43,123.00
JONES	\$0.00	\$29,993.00
LEE	\$0.00	\$31,395.00
LENOIR	\$0.00	\$33,664.00
LINCOLN	\$0.00	\$33,114.00
MACON	\$0.00	\$32,125.00
MADISON	\$0.00	\$30,590.00
MAR-TYR-WASH	\$0.00	\$40,992.00
MECKLENBURG	\$0.00	\$184,697.00
MONTGOMERY	\$0.00	\$31,659.00
MOORE	\$0.00	\$37,816.00
NASH	\$0.00	\$37,415.00
NEW HANOVER	\$0.00	\$92,774.00
NORTHAMPTON	\$0.00	\$31,664.00
ONSLow	\$0.00	\$45,335.00
ORANGE	\$0.00	\$38,836.00
PAMLICo	\$0.00	\$29,948.00
PENDER	\$0.00	\$36,466.00
PERSON	\$0.00	\$31,510.00
PITT	\$0.00	\$94,589.00
R-P-M	\$0.00	\$47,212.00
RANDOLPH	\$0.00	\$43,545.00
RICHMOND	\$0.00	\$33,216.00

ROBESON	\$0.00	\$44,413.00
ROCKINGHAM	\$0.00	\$38,082.00
ROWAN	\$0.00	\$40,996.00
SAMPSON	\$0.00	\$38,806.00
SCOTLAND	\$0.00	\$30,820.00
STANLY	\$0.00	\$33,520.00
STOKES	\$0.00	\$28,236.00
SURRY	\$0.00	\$35,478.00
SWAIN	\$0.00	\$30,203.00
TOE RIVER	\$0.00	\$36,421.00
TRANSYLVANIA	\$0.00	\$30,783.00
UNION	\$0.00	\$41,543.00
WAKE	\$0.00	\$88,041.00
WARREN	\$0.00	\$30,487.00
WAYNE	\$0.00	\$39,848.00
WILKES	\$0.00	\$37,518.00
WILSON	\$0.00	\$34,651.00
YADKIN	\$0.00	\$30,993.00

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8/31/09.

Signature and Date - DPH Program Administrator

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08/31/09

Signature and Date - DPH Section Chief

[Handwritten signature]

9/3/09

Signature and Date - DPH Budget Officer

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 5, 2009

Action Agenda Item No. 4/3b
(Central Admin. use only)

SUBJECT: ADDITIONAL PREPAREDNESS PLANNING FUNDING

DEPARTMENT: HEALTH

PUBLIC HEARING: No

ATTACHMENT(S):
Agreement Addendum

INFORMATION CONTACT:
Phillip Tarte

TELEPHONE NUMBERS:
704-296-4801

DEPARTMENT'S RECOMMENDED ACTION: Accept an additional \$94,200 in H1N1 preparedness funding.

BACKGROUND: On April 26, 2009, the Acting Secretary of Health and Human Services declared the first public health emergency in US history related to the H1N1 flu virus. The State of North Carolina needs to plan and prepare for a second outbreak expected to occur in the fall of 2009 to reduce the number of reported H1N1 cases in North Carolina.

This \$94,200 in funding is to be used for additional work hours for staff and for the hiring of temporary staff as needed. The funding is also to be used for updated plans for the coordination of and communication with providers in the county who will be administering vaccine, updated policies and procedures to ensure security for vaccine transport and storage, and updated plans for data entry into NCIR.

FINANCIAL IMPACT: No financial impact to the County.

Increase revenue:

10451150-4313-1337 \$94,200

Increase expenditures:

10551150-5381-1337 \$94,200

Legal Dept. Comments if applicable:

Finance Dept. Comments if applicable:

Manager Recommendation:

Division of Public Health Agreement Addendum FY 09-10

CONTRACTS

SEP 08 2009

Page 1 of 3

Union County Health Department
Local Health Department Legal Name

Epidemiology/PHP&R
DPH Section/Branch Name

Activity # 848: North Carolina's System for Public Health Emergency Response for H1N1 Planning
Activity Number and Description

Fred C. Jamison, 919-715-1411
fred.jamison@dhhs.nc.gov

DPH Program Contact Name, Telephone Number (with area code) and Email

August 17, 2009 - May 31, 2010
Service Period

DPH program signature **Date**
(only required for negotiable agreement addendum)

September 1, 2009 - June 30, 2010
Payment Period

- Original Agreement Addendum**
- Agreement Addendum Revision # ____ (please do not put the Add to County revision # here)**

I. Background:

In the period from April 24 through May 15, 2009, North Carolina's public health system responded to the identification of a novel H1N1 influenza virus discovered in California and Texas. On April 26th, the Acting Secretary of Health and Human Services declared the first public health emergency in US history related to this virus. The State of North Carolina needs to plan and prepare for a second outbreak expected to occur in the fall of 2009 to reduce the number of reported H1N1 cases in North Carolina.

II. Purpose:

The purpose of this Agreement Addendum is to support expedited revisions and expansion of pandemic influenza plans for activities that will enable the LHD to rapidly detect and respond to the second outbreak of H1N1 that is expected to occur in the fall of 2009.



Health Director Signature (use blue ink)

9-14-09

Date

Local Health Department to complete: (If follow up information is needed by DPH)	LHD program contact name: _____ Phone number with area code: _____ Email address: _____
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Signature on this page signifies you have read and accepted all pages of this document.

III. Scope of Work and Deliverables:

The Health Department/District shall:

A. Hire temporary staff to develop, update and revise pandemic influenza plans to comply with the benchmarks in "D." below. Position descriptions and/or documentation must be submitted upon request to support the use of temporary staff and/or re-assignment of staff including start/stop dates, time spent, work plan with timeline and outputs measured to assure accountability and demonstrate that no supplantation is occurring.

B. Allow additional work hours for staff that are re-directed or temporarily assigned to this task.

C. Fulfill requirements related to completing this benchmark: equipment and supplies for the planners performing this activity, travel expenses incurred during planning, printing and copying of information packets for training, etc.

D. Develop the following (benchmarks):

1. Updated vaccination plans that demonstrate how vaccination will be performed in Local Health Department facilities, where applicable.

2. Updated plans that explain how the Local Health Department will coordinate and communicate with providers in the county who will be administering vaccine.

3. Updated policies and procedures to ensure cold chain security for vaccine transport and storage.

4. Updated plans for data entry in NC IR.

5. Updated plans for training surge staff on data entry in NC IR.

6. Other H1N1 activities/documentation as directed by PHER guidance.

IV. Performance Measures/Reporting Requirements:

All H1N1 plans and other documents must be available for review by PHP&R staff as needed during the period August 17, 2009 – May 31, 2010. Plans and other documents must be consistent with state and federal requirements and must be specific to your local public health area. Reporting requirements include:

A. Submit monthly Expenditure Monitoring Reports (EMRs).

B. Submit Quarterly Narrative Reports (QNRs). QNRs are due four (4) times per year.

C. Submit After Action Reports (AARs) within 45 days of completing H1N1 incident/event.

D. Report the aggregate number of H1N1 trained staff (both newly trained and total trained).

V. Performance Monitoring and Quality Assurance:

PHP&R will provide technical support to the LHD in H1N1 planning. Templates, best practices, and meetings/conferences will be provided on an ongoing basis. PHP&R staff will maintain open communication

with the LHD and will therefore, receive and respond to all questions related to preparedness and response, SNS, exercises, telecommunication, and communication.

PHP&R's Subrecipient Grants Monitor or PHP&R Program Manager's designee may schedule and conduct on-site visits with the LHD to assess compliance with Center for Disease Control (CDC) grant and Agreement Addendum requirements, financials, and/or provide consultative assistance.

Reasonable efforts will be recognized as attempts to complete the Scope of Work and to achieve the work performance as outlined above. However, inadequate performance on the part of the LHD directly impacts the capacity of North Carolina's ability in overall preparedness. In the event that performance is deemed inadequate or non-compliant, PHP&R reserves the right to identify the county as "high risk."

While not necessarily an indicator of inadequate performance, a LHD's inability to spend allocated funds will result in an assessment and potential recall of funds for re-allocation to other local health departments.

VI. Funding Guidelines or Restrictions: (if applicable)

Use of H1N1 funds for any activity not described in this document must receive prior written approval from PHP&R regardless of amount.

Equipment or supply purchases exceeding \$2,500.00 for single or multiple item(s) must receive prior written approval from PHP&R.

Allocations By County for Fund Item

Fiscal Year: 09/10

Estimate Number:

Activity: 848 Fund : 1561 RCC : 260A FRC : HN

Actual Allocations : \$0.00 Proposed Allocations : \$6,480,000.00 Actual Requests : \$0.00

County Name	State Allocation	Proposed Allocation
ALAMANCE	\$0.00	\$74,200.00
ALBEMARLE REG	\$0.00	\$379,400.00
ALEXANDER	\$0.00	\$54,200.00
ANSON	\$0.00	\$54,200.00
APPALACHIAN	\$0.00	\$162,600.00
BEAUFORT	\$0.00	\$54,200.00
BLADEN	\$0.00	\$54,200.00
BRUNSWICK	\$0.00	\$74,200.00
BUNCOMBE	\$0.00	\$94,200.00
BURKE	\$0.00	\$74,200.00
CABARRUS	\$0.00	\$94,200.00
CALDWELL	\$0.00	\$54,200.00
CARTERET	\$0.00	\$54,200.00
CASWELL	\$0.00	\$54,200.00
CATAWBA	\$0.00	\$74,200.00
CHATHAM	\$0.00	\$54,200.00
CHEROKEE	\$0.00	\$54,200.00
CLAY	\$0.00	\$54,200.00
CLEVELAND	\$0.00	\$74,200.00
COLUMBUS	\$0.00	\$54,200.00
Craven	\$0.00	\$74,200.00
CUMBERLAND	\$0.00	\$94,200.00
DARE	\$0.00	\$54,200.00
DAVIDSON	\$0.00	\$74,200.00
DAVIE	\$0.00	\$54,200.00
DUPLIN	\$0.00	\$54,200.00
DURHAM	\$0.00	\$94,200.00
EDGECOMBE	\$0.00	\$54,200.00
FORSYTH	\$0.00	\$94,200.00
FRANKLIN	\$0.00	\$54,200.00
GASTON	\$0.00	\$94,200.00
GRAHAM	\$0.00	\$54,200.00
GRAN-VANCE	\$0.00	\$108,400.00

GREENE	\$0.00	\$54,200.00
GUILFORD	\$0.00	\$124,200.00
HALIFAX	\$0.00	\$54,200.00
HARNETT	\$0.00	\$74,200.00
HAYWOOD	\$0.00	\$54,200.00
HENDERSON	\$0.00	\$74,200.00
HERTFORD	\$0.00	\$54,200.00
HOKE	\$0.00	\$54,200.00
HYDE	\$0.00	\$54,200.00
IREDELL	\$0.00	\$74,200.00
JACKSON	\$0.00	\$54,200.00
JOHNSTON	\$0.00	\$94,200.00
JONES	\$0.00	\$54,200.00
LEE	\$0.00	\$54,200.00
LENOIR	\$0.00	\$54,200.00
LINCOLN	\$0.00	\$54,200.00
MACON	\$0.00	\$54,200.00
MADISON	\$0.00	\$54,200.00
MAR-TYR-WASH	\$0.00	\$162,600.00
MECKLENBURG	\$0.00	\$159,200.00
MONTGOMERY	\$0.00	\$54,200.00
MOORE	\$0.00	\$74,200.00
NASH	\$0.00	\$74,200.00
NEW HANOVER	\$0.00	\$94,200.00
NORTHAMPTON	\$0.00	\$54,200.00
ONSLow	\$0.00	\$94,200.00
ORANGE	\$0.00	\$74,200.00
PAMLICO	\$0.00	\$54,200.00
PENDER	\$0.00	\$54,200.00
PERSON	\$0.00	\$54,200.00
PITT	\$0.00	\$74,200.00
R-P-M	\$0.00	\$162,600.00
RANDOLPH	\$0.00	\$74,200.00
RICHMOND	\$0.00	\$54,200.00
ROBESON	\$0.00	\$74,200.00
ROCKINGHAM	\$0.00	\$74,200.00
ROWAN	\$0.00	\$74,200.00
SAMPSON	\$0.00	\$54,200.00

SCOTLAND	\$0.00	\$54,200.00
STANLY	\$0.00	\$54,200.00
STOKES	\$0.00	\$54,200.00
SURRY	\$0.00	\$54,200.00
SWAIN	\$0.00	\$54,200.00
TOE RIVER	\$0.00	\$162,600.00
TRANSYLVANIA	\$0.00	\$54,200.00
UNION	\$0.00	\$94,200.00
WAKE	\$0.00	\$159,200.00
WARREN	\$0.00	\$54,200.00
WAYNE	\$0.00	\$74,200.00
WILKES	\$0.00	\$54,200.00
WILSON	\$0.00	\$54,200.00
YADKIN	\$0.00	\$54,200.00

Handwritten signature and date: [Signature] 08/28/09

Signature and Date - DPH Program Administrator

Lon Turner /rc 8/28/09

Signature and Date - DPH Section Chief

Kathy Brockley 9/3/09

Signature and Date - DPH Budget Officer

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 5, 2009

Action Agenda Item No. 4/3c
(Central Admin. use only)

SUBJECT: ADDITIONAL PREPAREDNESS SURVEILLANCE FUNDING

DEPARTMENT: HEALTH

PUBLIC HEARING: No

ATTACHMENT(S):
Agreement Addendum

INFORMATION CONTACT:
Phillip Tarte

TELEPHONE NUMBERS:
704-296-4801

DEPARTMENT'S RECOMMENDED ACTION: Accept an additional \$5,800 in H1N1 preparedness funding.

BACKGROUND: On April 26, 2009, the Acting Secretary of Health and Human Services declared the first public health emergency in US history related to the H1N1 flu virus. The State of North Carolina needs to plan and prepare for a second outbreak expected to occur in the fall of 2009 to reduce the number of reported H1N1 cases in North Carolina.

This \$5,800 in funding is to be used for enhancement of Union County's Epi team, cross-training of current staff, and enhanced surveillance of the H1N1 flu virus.

FINANCIAL IMPACT: No financial impact to the County.

Increase revenue:
10451150-4313-1337 \$5,800

Increase expenditures:
10551150-5381-1337 \$5,800

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable:

Manager Recommendation:

Division of Public Health Agreement Addendum FY 09-10

CONTRACTS

SEP 09 2009

Page 1 of 3

Union County Health Department
Local Health Department Legal Name

Epidemiology/PHP&R
DPH Section/Branch Name

Activity # 849: North Carolina's System for Public Health Emergency Response H1N1 Enhanced Surveillance

Fred C. Jamison, 919-715-1411
fred.jamison@dhhs.nc.gov

Activity Number and Description

DPH Program Contact Name, Telephone Number (with area code) and Email

August 17, 2009 - May 31, 2010
Service Period

DPH program signature _____ **Date** _____
(only required for negotiable agreement addendum)

September 1, 2009 - June 30, 2010
Payment Period

- Original Agreement Addendum**
- Agreement Addendum Revision # _____ (please do not put the Add to County revision # here)**

I. Background:

In the period from April 24 through May 15, 2009, North Carolina's public health system responded to the identification of a novel H1N1 influenza virus discovered in California and Texas. On April 26th, the Acting Secretary of Health and Human Services declared the first public health emergency in US history related to this virus. The State of North Carolina needs to plan and prepare for a second outbreak expected to occur in the fall of 2009 to reduce the number of reported H1N1 cases in North Carolina.

II. Purpose:

The purpose of this Agreement Addendum is to support expedited revisions and expansion of pandemic influenza plans for epidemiologic activities that will enable the LHD to rapidly detect and respond to the second outbreak of H1N1 that is expected to occur in the fall of 2009.

Phillip E. Tarr
Health Director Signature (use blue ink)

9-14-09
Date

Local Health Department to complete: (If follow up information is needed by DPH)	LHD program contact name: _____ Phone number with area code: _____ Email address: _____
---	---

Signature on this page signifies you have read and accepted all pages of this document.

III. Scope of Work and Deliverables:

The Health Department/District shall:

- A. Hire temporary epidemiology staff to develop, update and revise plans to comply with the benchmarks in "D" below. Position descriptions and/or documentation must be submitted upon request to support the use of temporary epidemiology staff and/or re-assignment of staff including start/stop dates, time spent, work plan with timeline and outputs measured to assure accountability and demonstrate that no supplantation is occurring.
- B. Allow for training for staff to include acquisition of training, time spent in training and facility costs for training venues. Target audience will be temporary epidemiology staff and may include both Health Department staff and non-Health Department staff. Training will address CDC H1N1 guidances, epidemiologic response, enhancing Epi Teams, cross training Health Department staff and others, and developing/updating/revising epidemiologic response plans.
- C. Fulfill requirements related to completing this benchmark: equipment and supplies for the planners performing this activity, travel expenses incurred during planning, printing and copying of information packets for training, etc.
- D. Develop the following (benchmarks):
 1. Pandemic Influenza response plans that include epidemiologic response plans and provide surge capacity to investigate cases and clusters in their community.
 2. These plans shall include enhancement of Epi Teams, cross training of current staff and identification and recruitment of non-Health Department staff.
 3. Other H1N1 activities/documentation as directed by PHER guidance.

IV. Performance Measures/Reporting Requirements:

All H1N1 epidemiologic response plans and other documents must be available for review by PHP&R staff as needed during the period August 17, 2009 – May 31, 2010. Plans and other documents must be consistent with state and federal requirements and must be specific to your local public health area. Reporting requirements include:

- A. Submit monthly Expenditure Monitoring Reports (EMRs).
- B. Submit Quarterly Narrative Reports (QNRs). QNRs are due four (4) times per year.
- C. Submit After Action Reports (AARs) within 45 days of completing H1N1 incident/event.
- D. Report the aggregate number of H1N1 trained epidemiology staff (both newly trained and total trained).

V. Performance Monitoring and Quality Assurance:

PHP&R will provide technical support to the LHD in H1N1 planning. Templates, best practices, and meetings/conferences will be provided on an ongoing basis. PHP&R staff will maintain open communication with the LHD and will therefore, receive and respond to all questions related to preparedness and response, SNS, exercises, telecommunication, and communication.

PHP&R's Subrecipient Grants Monitor or PHP&R Program Manager's designee may schedule and conduct on-site visits with the LHD to assess compliance with Center for Disease Control (CDC) grant and Agreement Addendum requirements, financials, and/or provide consultative assistance.

Reasonable efforts will be recognized as attempts to complete the Scope of Work and to achieve the work performance as outlined above. However, inadequate performance on the part of the LHD directly impacts the capacity of North Carolina's ability in overall preparedness. In the event that performance is deemed inadequate or non-compliant, PHP&R reserves the right to identify the county as "high risk."

While not necessarily an indicator of inadequate performance, a LHD's inability to spend allocated funds will result in an assessment and potential recall of funds for re-allocation to other local health departments.

VI. Funding Guidelines or Restrictions: (if applicable)

Use of H1N1 funds for any activity not described in this document must receive prior written approval from PHP&R regardless of amount.

Equipment or supply purchases exceeding \$2,500.00 for single or multiple item(s) must receive prior written approval from PHP&R.

Allocations By County for Fund Item

Fiscal Year: 09/10

Estimate Number

Activity: 849 Fund: 1561 RCC: 261A FRC: HN

Actual Allocations : \$0.00 Proposed Allocations : \$580,000.00 Actual Requests : \$0.00

County Name	State Allocation	Proposed Allocation
ALAMANCE	\$0.00	\$5,800.00
ALBEMARLE REG	\$0.00	\$40,600.00
ALEXANDER	\$0.00	\$5,800.00
ANSON	\$0.00	\$5,800.00
APPALACHIAN	\$0.00	\$17,400.00
BEAUFORT	\$0.00	\$5,800.00
BLADEN	\$0.00	\$5,800.00
BRUNSWICK	\$0.00	\$5,800.00
BUNCOMBE	\$0.00	\$5,800.00
BURKE	\$0.00	\$5,800.00
CABARRUS	\$0.00	\$5,800.00
CALDWELL	\$0.00	\$5,800.00
CARTERET	\$0.00	\$5,800.00
CASWELL	\$0.00	\$5,800.00
CATAWBA	\$0.00	\$5,800.00
CHATHAM	\$0.00	\$5,800.00
CHEROKEE	\$0.00	\$5,800.00
CLAY	\$0.00	\$5,800.00
CLEVELAND	\$0.00	\$5,800.00
COLUMBUS	\$0.00	\$5,800.00
CRAVEN	\$0.00	\$5,800.00
CUMBERLAND	\$0.00	\$5,800.00
DARE	\$0.00	\$5,800.00
DAVIDSON	\$0.00	\$5,800.00
DAVIE	\$0.00	\$5,800.00
DUPLIN	\$0.00	\$5,800.00
DURHAM	\$0.00	\$5,800.00
EDGECOMBE	\$0.00	\$5,800.00
FORSYTH	\$0.00	\$5,800.00
FRANKLIN	\$0.00	\$5,800.00
GASTON	\$0.00	\$5,800.00

GRAHAM	\$0.00	\$5,800.00
GRAN-VANCE	\$0.00	\$11,600.00
GREENE	\$0.00	\$5,800.00
GUILFORD	\$0.00	\$5,800.00
HALIFAX	\$0.00	\$5,800.00
HARNETT	\$0.00	\$5,800.00
HAYWOOD	\$0.00	\$5,800.00
HENDERSON	\$0.00	\$5,800.00
HERTFORD	\$0.00	\$5,800.00
HOKE	\$0.00	\$5,800.00
HYDE	\$0.00	\$5,800.00
IREDELL	\$0.00	\$5,800.00
JACKSON	\$0.00	\$5,800.00
JOHNSTON	\$0.00	\$5,800.00
JONES	\$0.00	\$5,800.00
LEE	\$0.00	\$5,800.00
LENOIR	\$0.00	\$5,800.00
LINCOLN	\$0.00	\$5,800.00
MACON	\$0.00	\$5,800.00
MADISON	\$0.00	\$5,800.00
MAR-TYR-WASH	\$0.00	\$17,400.00
MECKLENBURG	\$0.00	\$5,800.00
MONTGOMERY	\$0.00	\$5,800.00
MOORE	\$0.00	\$5,800.00
NASH	\$0.00	\$5,800.00
NEW HANOVER	\$0.00	\$5,800.00
NORTHAMPTON	\$0.00	\$5,800.00
ONSLOW	\$0.00	\$5,800.00
ORANGE	\$0.00	\$5,800.00
PAMLICO	\$0.00	\$5,800.00
PENDER	\$0.00	\$5,800.00
PERSON	\$0.00	\$5,800.00
PITT	\$0.00	\$5,800.00
R-P-M	\$0.00	\$17,400.00
RANDOLPH	\$0.00	\$5,800.00
RICHMOND	\$0.00	\$5,800.00

ROBESON	\$0.00	\$5,800.00
ROCKINGHAM	\$0.00	\$5,800.00
ROWAN	\$0.00	\$5,800.00
SAMPSON	\$0.00	\$5,800.00
SCOTLAND	\$0.00	\$5,800.00
STANLY	\$0.00	\$5,800.00
STOKES	\$0.00	\$5,800.00
SURRY	\$0.00	\$5,800.00
SWAIN	\$0.00	\$5,800.00
TOE RIVER	\$0.00	\$17,400.00
TRANSYLVANIA	\$0.00	\$5,800.00
UNION	\$0.00	\$5,800.00
WAKE	\$0.00	\$5,800.00
WARREN	\$0.00	\$5,800.00
WAYNE	\$0.00	\$5,800.00
WILKES	\$0.00	\$5,800.00
WILSON	\$0.00	\$5,800.00
YADKIN	\$0.00	\$5,800.00

[Signature] 09/03/09
 Signature and Date - DPH Program Administrator

[Signature]
 Signature and Date - DPH Section Chief

[Signature] 9/3/09
 Signature and Date - DPH Budget Officer

BUDGET AMENDMENT

BUDGET Health REQUESTED BY Phillip Tarte

FISCAL YEAR FY2010 DATE October 05, 2009

INCREASE

DECREASE

Description

Description

Operating Expenses 141,543

Federal Revenue 141,543

Explanation: Appropriate additional federal revenue for Health Department. These funds will be used for H1N1 Preparedness and Response.

DATE _____ APPROVED BY Bd of Comm/County Manager
Lynn West/Clerk to the Board

FOR POSTING PURPOSES ONLY

DEBIT

CREDIT

<u>Code</u>	<u>Account</u>	<u>Amount</u>	<u>Code</u>	<u>Account</u>	<u>Amount</u>
<u>10551150-5381-1337</u>	<u>Professional Services</u>	<u>141,543</u>	<u>10451150-4313-1337</u>	<u>Federal Revenue</u>	<u>141,543</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
Total		<u>141,543</u>	Total		<u>141,543</u>

Prepared By bl
 Posted By _____
 Date _____

Number 12

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 21 September 2009

Action Agenda Item No. 414
(Central Admin. use only)

SUBJECT: Budget Amendment for the Criminal Justice Partnership Program Formula Grant

DEPARTMENT: Central Administration **PUBLIC HEARING:** No

ATTACHMENT(S):
September 8, 2009 Formula Grant
Letter from the State
Budget Amendment # 13

INFORMATION CONTACT:
Matthew Delk, Assistant Manager

TELEPHONE NUMBERS:
704-283-3656

DEPARTMENT'S RECOMMENDED ACTION: Approve Budget Amendment #13

BACKGROUND: Budget Amendment #13 increases the CJPP budget from \$125,407 to the new amount of \$130,749.

The Criminal Justice Partnership Program derives funding from an annual appropriation made by the State Legislature, which is then divided among participating Counties based on a formula and other factors. Each year, the Union County CJPP Board applies for funding from the State, and the County places a projected figure in the budget. Normally, the State Budget is passed and the funds available to each county are announced after July 1, requiring a budget amendment.

This year, the funding available to support CJPP in Union County is slightly higher than expected. The Union County CJPP Board met September 28 and decided how to budget the funds within CJPP, pending the decision by the Commissioners to amend the overall CJPP budget.

The Union County CJPP program funds local substance abuse programs for Court ordered offenders.

FINANCIAL IMPACT: \$5,342

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



North Carolina Department of Correction
DIVISION OF COMMUNITY CORRECTIONS
2020 Yonkers Rd. • 4250 MSC • Raleigh, N.C. 27699-4250
Phone: (919) 716-3100 Fax: (919) 716-3996

Bevelly Eaves Perdue
Governor

Timothy D. Moose
Director

Alvin W. Keller, Jr.
Secretary

September 8, 2009

Al Grene
Union County
500 North Main Street
Monroe, North Carolina 28110

Dear Sir or Madam:

You were informed in Secretary Keller's letter dated June 20, 2009 that the county's application for a Criminal Justice Partnership grant for Fiscal Year 2009-2010 had been approved. The exact amount could not be specified at that time since the state budget was still under review by the legislature. We are pleased to advise you that in the final budget approved in Senate Bill 202, the total appropriation for the Criminal Justice Partnership was not reduced.

The funding amounts for counties participating in the Criminal Justice Partnership Program will continue to be based on the following three (3) basic criteria, as mandated in the funding formula in N.C.G.S. 143B-273.15:

1. A fixed, equal amount per county, based on the number of counties participating;
2. Each county's share of the state population; and
3. Each county's amount of Intermediate entries.

Effective July 1, 2009, the Department of Correction has recalculated each county's allocation of the funding based on the formula using updated state population and intermediate entries data as the legislature required.

For fiscal year 2009-2010, your funding amount has been established at \$130,749.

Since your final grant award amount is different from the amount on your application, it is necessary that you submit a "Funding Modification form," which can be found on the CJPP home page at <http://cjpp.doc.state.nc.us> under IMS links, On Line Forms, CJPP Fiscal Forms. This form is to be completed and returned to the Division of Community Corrections, CJPP fiscal office in Raleigh by September 18, 2009. For assistance with the completion of this form, or if you have a question regarding your funding amount, contact Sandra Shearin in the DCC Administration office in Raleigh at (919) 716-3116.

Additionally, enclosed you will find a grant award contract, and "Designated Authority for Reimbursement Requests" form, both of these documents need to be completed and returned by September 30, 2009. Please review these documents and inform all relevant parties of their responsibilities. It is necessary for the **COUNTY'S AUTHORIZING OFFICIAL to SIGN and RETURN** all documents to Valery Stephens (4250 MSC, Raleigh, NC 27699-4250). All documents and forms must be completed and on file in the Division of Community Corrections CJPP office in Raleigh before reimbursements to the local county programs can begin.

I join the North Carolina State Criminal Justice Partnership Advisory Board and the Partnership staff in offering congratulations on receiving this grant. Thank you for your continuing support of this important effort.

With kind personal regards, I remain

Respectfully,

Timothy D. Moose
Director

cc: Dorsey Ward, Union County BHC - First Step @ GMC-Union
Matthew Delk, Assistant County Manager
Michael Runge, Union County CJPP Board Chair
Nancy Woodard, Division III CJPP Coordinator
Roselyn Powell, Division Administrator Div. III
Sandra Shearin, Chief of Administrative Services
Allison Jourdan, Chief of Program Services
Yolonda Woodhouse, Assistant Chief of Program Services
File

BUDGET AMENDMENT

BUDGET CJPP REQUESTED BY Matthew Delk
 FISCAL YEAR FY2010 DATE October 05, 2009

INCREASE

DECREASE

Description

Description

Operating Expenses	<u>5,342</u>		
State Revenue	<u>5,342</u>		

Explanation: Appropriate additional Criminal Justice Partnership Program State Funding for FY 2010

DATE _____ APPROVED BY _____
 Bd of Comm/County Manager
 Lynn West/Clerk to the Board

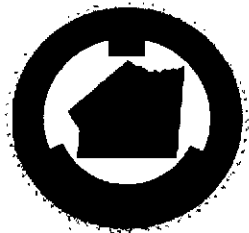
FOR POSTING PURPOSES ONLY

DEBIT

CREDIT

<u>Code</u>	<u>Account</u>	<u>Amount</u>	<u>Code</u>	<u>Account</u>	
10558900-5699	Payments to Other Agencies	<u>5,342</u>	10458900-4470	State Revenue	<u>5,342</u>


Total 5,342 Total 5,342
 Prepared By bl
 Posted By _____
 Date _____ Number 13



UNION COUNTY
Office of the Tax Administrator #
Collections Division
500 N. Main St. Ste 119
P.O. Box 38
Monroe, NC 28111-0038

AGENDA ITEM
4/5a
MEETING DATE 10/5/09
704-283-3848
704-283-3897 Fax

TO: Lynn West
Clerk to the Board

FROM: John Petoskey 
Tax Administrator

DATE: September 15, 2009

SUBJECT: Departmental Monthly Report

The collector's monthly/year to date collections report for the month ending August 31, 2009 is attached for your information and review.

Should you desire additional information, I will do so at your request.

Attachment

JP/PH

**AUGUST 2009
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

AUGUST 31, 2009 REGULAR TAX	2009	2008	2007	2006
BEGINNING CHARGE	314,980.49	143,621,217.14	116,285,038.58	96,268,242.81
TAX CHARGE	144,779,770.09			
DISCOVERIES	196.50			
FARM DEFERMENTS	1,648.81	1,648.81	1,322.29	1,183.94
RELEASES	(12,769.86)			
TOTAL CHARGE	145,083,826.03	143,622,865.95	116,286,360.87	96,269,426.75
BEGINNING COLLECTIONS	63,444.98	140,039,154.87	115,443,171.07	95,807,560.11
COLLECTIONS	2,066,830.96	349,954.74	43,098.04	6,786.58
TOTAL COLLECTIONS	2,130,275.94	140,389,109.61	115,486,269.11	95,814,346.69
BALANCE OUTSTANDING	142,953,550.09	3,233,756.34	800,091.76	455,080.06
PERCENTAGE OF REGULAR	1.47%	97.75%	99.31%	99.53%
AUGUST 31, 2009 MOTOR VEHICLE				
BEGINNING CHARGE	1,920,630.27	11,737,888.10	12,061,941.56	10,334,142.02
3RD MOTOR VEHICLE BILLING	980,725.49			
ASSESSOR RELEASE	(3,146.45)	(1,621.09)	(148.82)	(253.62)
ASSESSOR REFUND	(64.50)	(647.32)	(58.67)	(3.69)
COLLECTOR RELEASE	(4,025.04)	(3,477.13)	(50.91)	
COLLECTOR REFUND	(1,318.01)	(1,188.83)		
REIMBURSEMENTS	2,072.84	4,450.24	561.01	
ADJUSTMENTS	19.06	26.34	1.34	0.30
TOTAL CHARGE	2,894,893.66	11,735,430.31	12,062,245.51	10,333,885.01
BEGINNING COLLECTIONS	902,819.21	10,884,389.19	11,895,569.92	10,239,626.06
COLLECTIONS	664,806.57	187,774.58	5,333.58	646.83
TOTAL COLLECTIONS	1,567,625.78	11,072,163.77	11,900,903.50	10,240,272.89
BALANCE OUTSTANDING	1,327,267.88	663,266.54	161,342.01	93,612.12
PERCENTAGE OF MOTOR VEHICLE	54.15%	94.35%	98.66%	99.09%
OVERALL CHARGED	147,978,719.69	155,358,296.26	128,348,606.38	106,603,311.76
OVERALL COLLECTED	3,697,901.72	151,461,273.38	127,387,172.61	106,054,619.58
OVERALL PERCENTAGE	2.50%	97.49%	99.25%	99.49%

**AUGUST 2009
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

AUGUST 31, 2009 REGULAR TAX	2005	2004	2003	2002
BEGINNING CHARGE	86,248,818.85	75,936,883.58	60,651,659.92	51,673,900.40
TAX CHARGE				
DISCOVERIES				
FARM DEFERMENTS				
RELEASES				
TOTAL CHARGE	86,248,818.85	75,936,883.58	60,651,659.92	51,673,900.40
BEGINNING COLLECTIONS	85,989,523.99	75,764,484.09	60,530,664.21	51,586,446.99
COLLECTIONS	1,025.58	278.59	418.84	-
TOTAL COLLECTIONS	85,990,549.57	75,764,762.68	60,531,083.05	51,586,446.99
BALANCE OUTSTANDING	258,269.28	172,120.90	120,576.87	87,453.41
PERCENTAGE OF REGULAR	99.70%	99.77%	99.80%	99.83%
AUGUST 31, 2009 MOTOR VEHICLE				
BEGINNING CHARGE	-	-	-	-
3RD MOTOR VEHICLE BILLING	-	-	-	-
ASSESSOR RELEASE	-	-	-	-
ASSESSOR REFUND	-	-	-	-
COLLECTOR RELEASE	-	-	-	-
COLLECTOR REFUND	-	-	-	-
REIMBURSEMENTS	-	-	-	-
ADJUSTMENTS	-	-	-	-
TOTAL CHARGE	-	-	-	-
BEGINNING COLLECTIONS	-	-	-	-
COLLECTIONS	-	-	-	-
TOTAL COLLECTIONS	-	-	-	-
BALANCE OUTSTANDING	-	-	-	-
PERCENTAGE OF MOTOR VEHICLE				
OVERALL CHARGED	86,248,818.85	75,936,883.58	60,651,659.92	51,673,900.40
OVERALL COLLECTED	85,990,549.57	75,764,762.68	60,531,083.05	51,586,446.99
OVERALL PERCENTAGE	99.70%	99.77%	99.80%	99.83%

**AUGUST 2009
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

AUGUST 31, 2009 REGULAR TAX	2001	2000	1999
BEGINNING CHARGE	48,122,649.67	43,552,864.81	40,736,778.57
TAX CHARGE			
DISCOVERIES			
FARM DEFERMENTS			
RELEASES			
TOTAL CHARGE	48,122,649.67	43,552,864.81	40,736,778.57
BEGINNING COLLECTIONS	48,058,372.60	43,508,970.78	40,697,791.86
COLLECTIONS	359.78	6.08	
TOTAL COLLECTIONS	48,058,732.38	43,508,976.86	40,697,791.86
BALANCE OUTSTANDING	63,917.29	43,887.95	38,986.71
PERCENTAGE OF REGULAR	99.87%	99.90%	99.90%
AUGUST 31, 2009 MOTOR VEHICLE			
BEGINNING CHARGE	-	-	-
3RD MOTOR VEHICLE BILLING	-	-	-
ASSESSOR RELEASE	-	-	-
ASSESSOR REFUND	-	-	-
COLLECTOR RELEASE	-	-	-
COLLECTOR REFUND	-	-	-
REIMBURSEMENTS	-	-	-
ADJUSTMENTS	-	-	-
TOTAL CHARGE	-	-	-
BEGINNING COLLECTIONS	-	-	-
COLLECTIONS	-	-	-
TOTAL COLLECTIONS	-	-	-
BALANCE OUTSTANDING	-	-	-
PERCENTAGE OF MOTOR VEHICLE	-	-	-
OVERALL CHARGED	48,122,649.67	43,552,864.81	40,736,778.57
OVERALL COLLECTED	48,058,732.38	43,508,976.86	40,697,791.86
OVERALL PERCENTAGE	99.87%	99.90%	99.90%



UNION COUNTY # 456
Office of the Tax Administrator
500 N. Main Street, Suite 236
P.O. Box 97
Monroe, NC 28111-0097

AGENDA ITEM
MEETING DATE _____
704-283-3746
704-292-2588 Fax
John C. Petoskey
Tax Administrator

MEMORANDUM

TO: The Board of County Commissioners

FROM: John C. Petoskey
Tax Administrator

DATE: September 30, 2009

RE: **FORTH** Motor Vehicle Billing

I hereby certify the **FORTH** Motor Vehicle Billing Motor Vehicle Valuation under the staggered program as required by N.C.G.S.105-330. Attached hereto is a list of the values, rates and taxes for each taxing unit.

JCP: jw

Motor Vehicle Billing Summary for the period 09/01/2009 to 09/30/2009

NOTE: Information for this report is taken from original billing records only and DOES NOT include any subsequent changes or adjustments to vehicle situs or value.

---Bdg No---	-----Description-----	-Key--	Bill Year	Rate Year	Count	-----Total----- ---Value---	-----Tax-----
10	County.....	CN99999	2009	1998	1	2,800	18.48
10	County.....	CN99999	2009	2003	1	41,789	221.48
10	County.....	CN99999	2009	2004	4	157,232	825.47
10	County.....	CN99999	2009	2005	6	155,517	870.90
10	County.....	CN99999	2009	2006	17	331,071	2,308.32
10	County.....	CN99999	2009	2007	95	1,592,608	11,869.24
10	County.....	CN99999	2009	2008	15,756	145,749,572	968,678.11
Totals.....					15,880	148,030,589	984,792.00
76	School dist - Monroe.....	SC100	2009	2003	1	41,789	29.25
76	School dist - Monroe.....	SC100	2009	2004	1	73,875	51.71
76	School dist - Monroe.....	SC100	2009	2005	2	75,875	53.11
77	School dist County.....	SC999	2009	1998	1	2,800	1.96
77	School dist - County.....	SC999	2009	2004	3	83,357	58.35
77	School dist - County.....	SC999	2009	2005	4	79,642	55.74
Totals.....					12	357,338	250.12
32	Fire Dist - Springs.....	FR015	2009	2007	7	92,199	30.91
32	Fire Dist - Springs.....	FR015	2009	2008	951	8,239,591	2,521.34
39	Fire Dist - Stallings.....	FR020	2009	2004	2	41,568	20.45
39	Fire Dist - Stallings.....	FR020	2009	2005	2	36,822	14.36
39	Fire Dist - Stallings.....	FR020	2009	2006	3	66,114	43.34
39	Fire Dist - Stallings.....	FR020	2009	2007	13	176,292	55.06
39	Fire Dist - Stallings.....	FR020	2009	2008	1,518	15,418,706	6,250.89
38	Fire dist - Hemby Bridge..	FR023	2009	2006	3	58,802	27.28
38	Fire dist - Hemby Bridge..	FR023	2009	2007	10	147,622	56.37
38	Fire dist - Hemby Bridge..	FR023	2009	2008	1,807	17,176,125	8,454.51
37	Fire dist - Wesley Chapel:	FR026	2009	2006	1	22,500	3.42
37	Fire dist - Wesley Chapel:	FR026	2009	2007	14	329,590	56.88
37	Fire dist - Wesley Chapel:	FR026	2009	2008	2,126	27,085,414	5,172.48
34	Fire Dist - Waxhaw.....	FR028	2009	2007	9	176,583	90.61
34	Fire Dist - Waxhaw.....	FR028	2009	2008	1,089	10,085,738	2,501.44
Totals.....					7,555	79,153,666	25,299.34
78	220125 Taxes Payable - Marvin.....	MN01000	2009	2007	2	55,410	27.71
78	220125 Taxes Payable - Marvin.....	MN01000	2009	2008	254	3,859,676	1,930.43
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2003	1	41,789	213.95
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2004	2	115,664	565.19
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2005	3	117,664	591.56
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2006	6	157,434	864.41

Motor Vehicle Billing Summary for the period 09/01/2009 to 09/30/2009

NOTE: Information for this report is taken from original billing records only
and DOES NOT include any subsequent changes or adjustments to vehicle
situs or value.

---Bdg No---	-----Description-----	--Key--	Bill Rate		Count	-----Total-----	
			Year	Year		--Value --	--Tax--
78 220130	Taxes Payable - Monroe.....	MN02000	2009	2007	13	281,422	1,678.61
78 220130	Taxes Payable - Monroe.....	MN02000	2009	2008	2,319	18,172,763	100,812.18
78 220170	Taxes Payable - Wingate.....	MN03000	2009	2008	165	1,184,377	4,619.09
78 220120	Taxes Payable - Marshville...	MN04000	2009	2008	189	1,291,835	4,909.03
78 220150	Taxes Payable - Waxhaw.....	MN05000	2009	2007	7	127,406	433.20
78 220150	Taxes Payable - Waxhaw.....	MN05000	2009	2008	593	6,300,620	21,422.02
78 220110	Taxes Payable - Indian Trail..	MN06000	2009	2004	2	41,568	33.25
78 220110	Taxes Payable - Indian Trail..	MN06000	2009	2005	2	36,822	29.46
78 220110	Taxes Payable - Indian Trail..	MN06000	2009	2006	6	109,588	141.08
78 220110	Taxes Payable - Indian Trail..	MN06000	2009	2007	20	274,099	464.83
78 220110	Taxes Payable - Indian Trail..	MN06000	2009	2008	2,255	23,210,491	33,612.00
78 220140	Taxes Payable - Stallings....	MN07000	2009	2006	1	25,328	63.32
78 220140	Taxes Payable - Stallings....	MN07000	2009	2007	5	75,436	188.60
78 220140	Taxes Payable - Stallings....	MN07000	2009	2008	960	9,651,805	21,090.94
78 220160	Taxes Payable - Weddington...	MN08000	2009	2007	5	61,244	18.78
78 220160	Taxes Payable - Weddington...	MN08000	2009	2008	723	8,621,328	2,586.69
78 220115	Taxes Payable - Lake Park....	MN09000	2009	2008	234	2,242,051	4,708.39
78 220175	Taxes Payable - Fairview.....	MN09300	2009	2006	1	9,576	1.92
78 220175	Taxes Payable - Fairview.....	MN09300	2009	2007	6	105,438	21.08
78 220175	Taxes Payable - Fairview.....	MN09300	2009	2008	218	2,155,813	431.17
78 220145	Taxes Payable - Hemby Bridge..	MN09500	2009	2008	88	783,851	197.56
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2009	1998	1	2,800	.56
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2009	2006	1	22,500	4.50
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2009	2007	7	121,620	26.55
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2009	2008	395	3,997,429	659.65
78 220135	Taxes Payable - Unionville...	MN09800	2009	2007	2	31,800	6.36
78 220135	Taxes Payable - Unionville...	MN09800	2009	2008	425	3,431,211	686.24
78 220155	Taxes Payable - Mnrl Sprngs..	MN09900	2009	2007	1	18,140	4.90
78 220155	Taxes Payable - Mnrl Sprngs..	MN09900	2009	2008	238	2,086,704	521.84
Totals.....					9,150	88,822,702	203,567.05
Grand Totals.....							1,213,908.51

--- M O T O R V E H I C L E S Y S T E M ---

- Motor Vehicle Special Charge Summary -
For the period: 09/01/2009 to 09/30/2009

Mn Cd	Text	Count	Value	Spc Tax
02000	Monroe Vehicle Tax \$5.00	2,361	20,373,306	11,805.00

- - - E N D - - -



UNION COUNTY
Office of the Tax Administrator
500 N. Main Street Suite 236
P.O. Box 97
Monroe, NC 28111-0097

AGENDA ITEM
45C
MEETING DATE 10/5/09

704-283-3746
704-283-3616 Fax

John C. Petoskey
Tax Administrator

MEMORANDUM

TO: The Board of County Commissioners

FROM: John C. Petoskey
Tax Administrator

DATE: September 30, 2009

RE: **THIRD** Motor Vehicle Release Register

I hereby certify the following **Releases** were made during the period of **09/01/2009 –09/30/2009**. The releases represent both monthly and annual vehicle values and taxes. Should you have any questions, please call.

JCP:jw

(Finance)

Assessor Release Register for the period 09/01/2009 to 09/30/2009

(Summary)

---Bdg No---	-----Description-----	--Key--	Bill Year	Rate Year	-----Value-----	-----Total-----	-----Tax-----	-----Int-----
10	County.....	CN99999	2007	2007	17,000	120.89-	15.15-	
10	County.....	CN99999	2008	2007	17,570	147.26-	13.19-	
10	County.....	CN99999	2008	2008	69,973	528.37-	37.34-	
10	County.....	CN99999	2009	1998	2,800	18.48-	.00	
10	County.....	CN99999	2009	2005	1,031	5.77-	.00	
10	County.....	CN99999	2009	2006	937	5.97-	.00	
10	County.....	CN99999	2009	2007	33,900	241.06-	1.71-	
10	County.....	CN99999	2009	2008	707,710	4,706.20-	10.58-	
Net Totals.....					850,921	5,774.00-	77.97-	
77	School dist - County.....	SC999	2009	1998	2,800	1.96-	.00	
77	School dist - County.....	SC999	2009	2005	1,031	.72-	.00	
Net Totals.....					3,831	2.68-	.00	
32	Fire Dist - Springs.....	FR015	2008	2008	0	.73-	.02-	
32	Fire Dist - Springs.....	FR015	2009	2008	39,593	12.15-	.00	
39	Fire Dist - Stallings.....	FR020	2008	2008	18,860	7.66-	.63-	
39	Fire Dist - Stallings.....	FR020	2009	2008	94,714	38.48-	.18-	
38	Fire dist - Hemby Bridge..	FR023	2008	2008	3,350	1.65-	.06-	
38	Fire dist - Hemby Bridge..	FR023	2009	2007	12,000	4.52-	.09-	
38	Fire dist - Hemby Bridge..	FR023	2009	2008	26,118	12.85-	.00	
37	Fire dist - Wesley Chapel:	FR026	2008	2008	4,160	.79-	.04-	
37	Fire dist - Wesley Chapel:	FR026	2009	2008	133,780	25.56-	.02-	
34	Fire Dist - Waxhaw.....	FR028	2008	2007	13,730	7.04-	.64-	
34	Fire Dist - Waxhaw.....	FR028	2009	2008	39,631	9.85-	.00	
Net Totals.....					385,936	121.28-	1.68-	
78	220125 Taxes Payable - Marvin.....	MN01000	2009	2008	584	.29	.00	
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2007	3,840	46.03-	3.74	
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2008	8,030	54.32-	3.27-	
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2008	185,913	965.21-	4.94-	
78	220170 Taxes Payable - Wingate.....	MN03000	2009	2008	1,953	7.61-	.00	
78	220120 Taxes Payable - Marshville...	MN04000	2008	2008	0	8.95-	.54-	
78	220150 Taxes Payable - Waxhaw.....	MN05000	2008	2008	18,302	62.23-	5.00-	
78	220150 Taxes Payable - Waxhaw.....	MN05000	2009	2008	24,067	81.82-	.00	
78	220110 Taxes Payable - Indian Trail..	MN06000	2008	2008	22,210	39.50-	3.03-	
78	220110 Taxes Payable - Indian Trail..	MN06000	2009	2008	101,763	147.52-	.66-	
78	220140 Taxes Payable - Stallings.....	MN07000	2009	2008	25,530	55.91-	.00	
78	220160 Taxes Payable - Weddington...	MN08000	2009	2008	54,791	16.43-	.00	
78	220115 Taxes Payable - Lake Park.....	MN09000	2009	2008	1,323	2.78-	.00	
78	220175 Taxes Payable - Fairview.....	MN09300	2009	2008	3,615	.72-	.00	

(Finance)

Assessor Release Register for the period 09/01/2009 to 09/30/2009

(Summary)

78	220145	Taxes Payable - Hemby Bridge.:	MN09500	2009	2008	2,415	.61-	.00
78	220165	Taxes Payable - Wesley Chapel:	MN09700	2009	1998	2,800	.56-	.00
78	220165	Taxes Payable - Wesley Chapel:	MN09700	2009	2008	17,677	2.93-	.00
78	220135	Taxes Payable - Unionville...:	MN09800	2009	2008	1,028	.22	.00
78	220155	Taxes Payable - Mnrl Sprngs...:	MN09900	2009	2008	18,790	4.70-	.00
Net Totals.....:						492,575	1,497.90-	21.18
84	220000	NC State Interest.....:	NC00000	2007	2007	0	.00	3.63
84	220000	NC State Interest.....:	NC00000	2008	2007	0	.00	5.33-
84	220000	NC State Interest.....:	NC00000	2008	2008	0	.00	21.11
84	220000	NC State Interest.....:	NC00000	2009	2007	0	.00	2.70-
84	220000	NC State Interest.....:	NC00000	2009	2008	0	.00	18.37-
Net Totals.....:						0	.00	51.14
Net Grand Totals.....:							7,395.86-	151.97-



AGENDA ITEM

45d

UNION COUNTY MEETING DATE 10/5/09

Office of the Tax Administrator

500 N. Main Street, Suite 236

P.O. Box 97

Monroe, NC 28111-0097

704-283-3746

704-283-3616 Fax

John C. Petoskey

Tax Administrator

MEMORANDUM

TO: The Board of County Commissioners

FROM: John C. Petoskey
Tax Administrator

DATE: September 30, 2009

RE: **THIRD** Motor Vehicle Refund Register

I hereby certify the following **Refunds** that were made during the period of **09/01/2009 – 09/30/2009**. The refunds represent releases of both monthly and annual vehicle values and taxes. Should you have any questions, please call.

JCP:jw

(Finance)

Assessor Refund Register for the period 09/01/2009 to 09/30/2009

(Summary)

---Bdg No---	-----Description-----	--Key--	Bill Year	Rate Year	-----Value--	-----Total-----	-----Tax-----	-----Int--
10	County.....	CN99999	2007	2006	19,201	122.34-		.00
10	County.....	CN99999	2007	2007	4,956	233.05-		.78-
10	County.....	CN99999	2008	2007	34,541	245.59-		.00
10	County.....	CN99999	2008	2008	22,535	148.32-		5.91-
10	County.....	CN99999	2009	2008	50,859	399.43-		.03-
Net Totals.....					132,092	1,148.73-		6.72-
Net Totals.....					0	.00		.00
32	Fire Dist - Springs.....	FR015	2009	2008	5,039	1.54-		.00
39	Fire Dist - Stallings.....	FR020	2007	2006	19,201	8.41-		.00
39	Fire Dist - Stallings.....	FR020	2008	2007	17,241	4.54-		.00
39	Fire Dist - Stallings.....	FR020	2009	2008	17,400	7.06-		.00
38	Fire dist - Hemby Bridge..	FR023	2007	2007	17,000	6.37-		.00
38	Fire dist - Hemby Bridge..	FR023	2008	2008	2,990	1.47		.04-
38	Fire dist - Hemby Bridge..	FR023	2009	2008	2,640	1.30-		.00
37	Fire dist - Wesley Chapel:	FR026	2009	2008	7,124	1.36-		.00
34	Fire Dist - Waxhaw.....	FR028	2009	2008	455	.11-		.00
Net Totals.....					89,090	32.16-		.04-
78	220130 Taxes Payable - Monroe.....	MN02000	2007	2007	12,044-	90.51-		.62-
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2007	17,300	95.15-		.00
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2008	19,545	109.12-		4.16-
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2008	0	49.50-		.02-
78	220110 Taxes Payable - Indian Trail..	MN06000	2007	2006	19,201	19.23-		.00
78	220110 Taxes Payable - Indian Trail..	MN06000	2008	2007	17,241	25.87-		.00
78	220110 Taxes Payable - Indian Trail..	MN06000	2008	2008	2,990	4.49-		.12
78	220110 Taxes Payable - Indian Trail..	MN06000	2009	2008	7,750	11.24-		.00
78	220140 Taxes Payable - Stallings.....	MN07000	2009	2008	9,650	21.13-		.00
78	220160 Taxes Payable - Weddington...	MN08000	2009	2008	2,830	.85-		.00
78	220115 Taxes Payable - Lake Park.....	MN09000	2009	2008	2,640	5.54-		.00
78	220145 Taxes Payable - Hemby Bridge..	MN09500	2007	2007	17,000	5.07		.00
78	220135 Taxes Payable - Unionville...	MN09800	2009	2008	1,553	.31-		.00
Net Totals.....					105,656	438.01-		4.92-
84	220000 NC State Interest.....	NC00000	2007	2007	0	.00		.00
84	220000 NC State Interest.....	NC00000	2008	2008	0	.00		.78-
84	220000 NC State Interest.....	NC00000	2009	2008	0	.00		.00

(Finance)

Assessor Refund Register for the period 09/01/2009 to 09/30/2009

(Summary)

Net Totals.....:	0	.00	.78-
Net Grand Totals.....:		----- 1,618.90-	----- 12.46



UNION COUNTY PUBLIC WORKS

Memo

AGENDA ITEM

4/6

MEETING DATE 10/5/09

To: Ed
From: Mark *Mark*
Date: September 25, 2009

**Subject: Power Line R-O-W Across County Property
Union Power**

Union Power is requesting r-o-w to relocate power lines. The property in question is off Goldmine Rd and is the site of an abandon wastewater pump station. UCPW field staff have met on-site with Union Power reps and determined that the proposed power line placement does not negatively impact or restrict our use of the property. Larry Davis w/ Engineering has reviewed the attached documents and found them to be acceptable. I recommend we proceed with granting the r-o-w.

Please sign the Contract Control Sheet and return the package to me for further processing.

I am available for discussion as needed.


Thank you.

UNION COUNTY – CONTRACT CONTROL SHEET

Routing Order: (1) Department, (2) Attorney, (3) Risk Management, (4) Information Systems, (5) Finance, (6) Clerk, (7) County Manager

DEPARTMENT

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

Party/Vendor Name: Union Power Cooperative
Party/Vendor Contact Person: Mark McClamrock Contact Phone: 800-922-6840 x13255
Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
Address: PO Box 5014 City: Monroe State: NC Zip: 28129-0549
Department: Public Works Amount: \$0.00
Purpose: Power Line Right-of-Way across County Property
Budget Code(s)(put comma between multiple codes): n/A
Amounts expended pursuant to this Agreement will be more than \$20,000. [Check if applicable]
TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: October 1, 2009
If this is a grant agreement, pre-application has been authorized by the Board of Commissioners.
This document has been reviewed and approved by the Department Head as to technical content.
Department Head's Signature:  Date: 9/29/09

Approval by Board **ATTORNEY** This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No
Approval by Manager (less than \$20,000)
Approval by Manager per authorization of Board
Date of Board authorization: _____ Attorney's Signature: _____
Approval by Manager subject to authorization by Board Date: _____
Date Board authorization requested: _____
Clerk to confirm authorization given

Use Standard Template **RISK MANAGEMENT**
[Include these coverages: CGL ; Auto ; WC ; Professional ; Property ; Pollution ; Nonprofit ; Technology E&O
OR See Working Copy OR No Insurance Required
Hold Contract pending receipt of Certificate of Insurance
With incorporation of insurance provisions as shown, this document is approved by the Risk Manager:
Risk Manager's Signature: _____ Date: _____

INFORMATION TECHNOLOGY DIRECTOR

(Applicable only for hardware/software purchase or related services)

This document has been reviewed and approved by the Information Systems Director as to technical content.
IT Director's Signature Date: _____

Date Received: _____ **BUDGET AND FINANCE**
Yes No - Sufficient funds are available in the proper category to pay for this expenditure.
Yes No - This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.
Budget Code: _____ Vendor No.: _____ Encumbrance No.: _____
Notes: _____
Yes No - A budget amendment is necessary before this agreement is approved.
Yes No - A budget amendment is attached as required for approval of this agreement.
Finance Director's Signature: _____ Date: _____

CLERK

Date Received: _____ Agenda Date: _____ Approved by Board: Yes No at meeting of _____
Signature(s) Required: Board Chairman/County Manager Finance Director Clerk
 Attorney Information Tech. Director Other: _____

COUNTY MANAGER

This document has been reviewed and its approval recommended by the County Manager. Yes No
County Manager's Signature: _____ Date: _____

DO NOT WRITE ABOVE THIS LINE

Drawn By & Return To: Union Power Cooperative, P. O. Box 5014, Monroe, North Carolina 28111-5014

INDIVIDUAL EASEMENT

STATE OF NORTH CAROLINA

MAP NO: 387

PREPARED BY: MARK S. McCLAMROCK

COUNTY: UNION

KNOW ALL MEN BY THESE PRESENTS, That _____ UNION COUNTY, A POLITICAL SUBDIVISION OF

NORTH CAROLINA % PUBLIC WORKS DEPARTMENT

for valuable consideration received, does/do hereby grant unto UNION ELECTRIC MEMBERSHIP CORPORATION, its successors and assigns, the right, privilege and easement to go in and upon that certain tract of land

situated in said County and State, in _____ SANDY RIDGE _____ Township, being:

PIN #06003003B ALSO SEE ATTACHED EXHIBIT A (UTILITY EASEMENT SURVEY)

Reference is made to recorded instruments: _____ DEED BOOK 0408 PAGE 176

and to construct, maintain and operate in, upon and through said premises in a proper manner, with poles, wires, guys, conduits, cables, transformers, and other necessary apparatus and appliances, overhead or underground lines for transmitting and distributing power by electricity, and for communication purposes, together with the right at all times to enter said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon and additions thereto; together with the right at all times to cut away, or by other means to keep clear of said lines, all trees, brush, structures, and other obstructions that may, in any way, endanger the proper maintenance and operation of the same.

Signed, sealed and delivered this _____ day of _____

ATTEST:

AL GREENE, COUNTY MANAGER
UNION COUNTY

NORTH CAROLINA _____, I, _____, a notary public of

_____ County, _____, certify that

personally appeared before me this day, and being duly sworn, stated that in his presence

(signed) (acknowledged the execution of) the foregoing instrument.

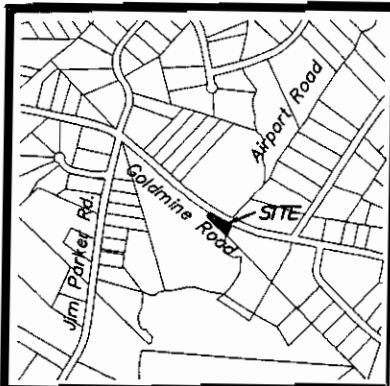
Witness my hand and official stamp or seal, this the _____ day of _____

(Official Seal)

My commission expires _____

Notary Public

DO NOT WRITE BELOW THIS LINE



Vicinity Map (NTS)

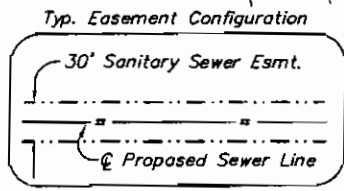
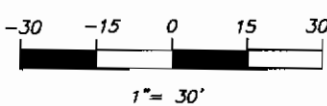
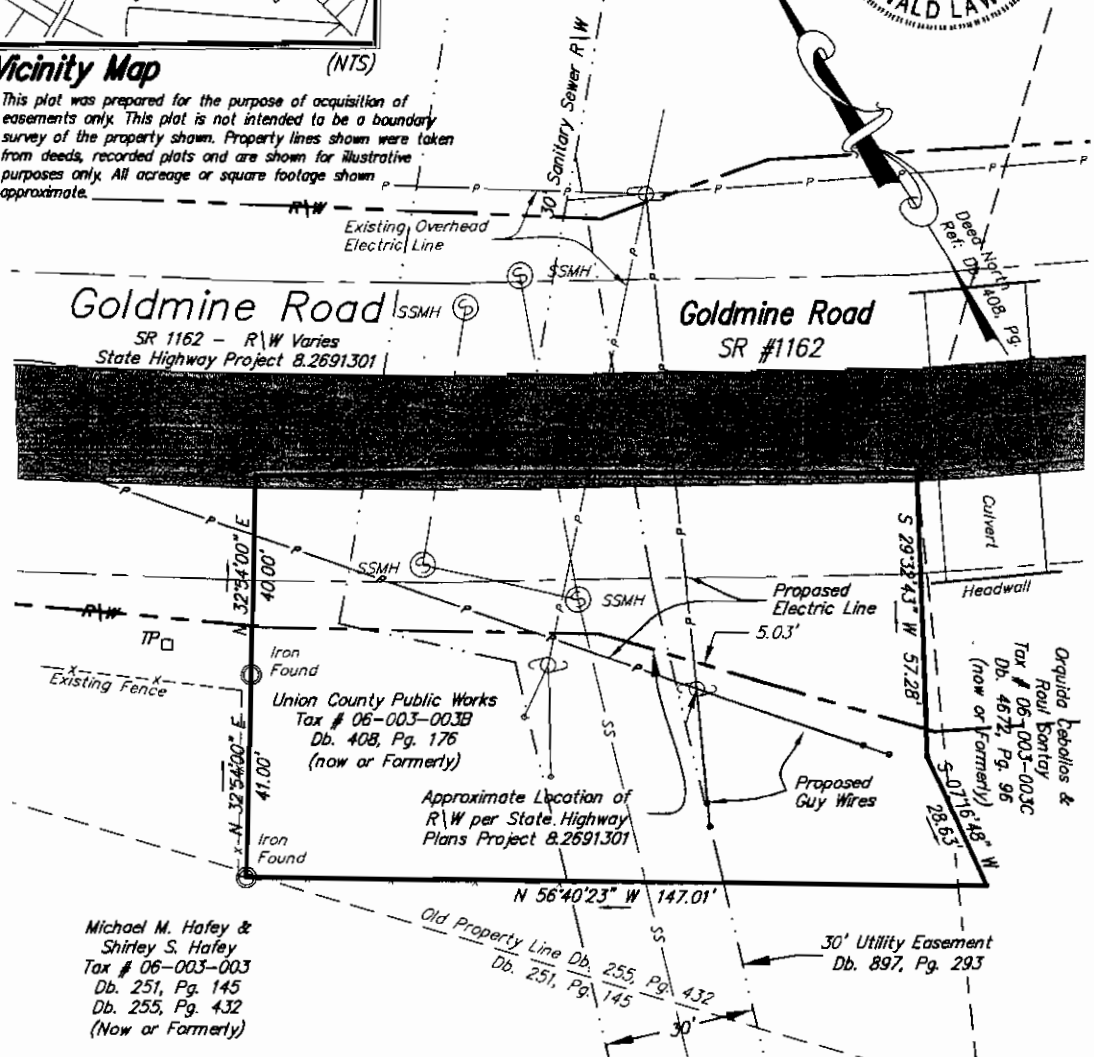
This plat was prepared for the purpose of acquisition of easements only. This plat is not intended to be a boundary survey of the property shown. Property lines shown were taken from deeds, recorded plats and are shown for illustrative purposes only. All acreage or square footage shown approximate.

Exhibit A

State of North Carolina, Union County
 I, F. Donald Lawrence, certify that this plat was drawn under my supervision and that the plat was prepared for the purpose of acquisition of easements only and is not intended to be a boundary survey of the property shown.

20 day of August, A.D., 2009
F. Donald Lawrence
 F. Donald Lawrence, NCPLS L-1290

Legend	
—SS—	Sanitary Sewer
○SSMH	Sanitary Sewer Manhole
Esmt.	Easement
TP	Telephone Pedestal



Note:
 This Map has not been reviewed by a Local Government Agency for Compliance with applicable Land Development Regulations.

- Note:
1. This map was prepared without the benefit of a Title Search.
 2. Property Owners information is taken from current deeds and tax records and are considered "now or formerly".
 3. May be subject to other right of ways, easements or restrictions either recorded or implied.
 4. Bearings based on N.C. Grid NAD83

For the Benefit of Union Power Cooperative

FDL & ASSOC

Utility Easement Survey Property Of:
Union County Public Works (Now or Formerly)
 Monroe Township, Union County, NC
 Original scale: 1" = 30' Date: June 30, 2009 Drawn by: J.H.
 Lawrence Associates, P.A. Revision: 08/20/09 J.H.
 106 West Jefferson Street
 Monrae, North Carolina 28112 704-289-1013

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 5, 2009

Action Agenda Item No. 417

(Central Admin. use only)

SUBJECT: Elderly Nutrition Program - Home Delivered and Congregate Meals

DEPARTMENT: Nutrition

PUBLIC HEARING: No

ATTACHMENT(S):

ARRA Funding Plan

Budget Ordinance Amendment #14

INFORMATION CONTACT:

Gayla Woody (Centralina COG) or
Annette Sullivan (Nutrition)

TELEPHONE NUMBERS:

704-348-2727 (Gayla)

704-7791747 (Gayla)

704-292-2566 (Annette)

704-361-1494 (Annette)

DEPARTMENT'S RECOMMENDED ACTION: Approve the ARRA County Funding Plan for the Elderly Nutrition Program and adopt Budget Ordinance Amendment #14

BACKGROUND: The NC Division of Aging and Adult Services has received one-time supplemental non-recurring funding under the American Recovery and Reinvestment Act for use within the Elderly Nutrition Services Program.

Union County's portion of the supplemental funding is \$45,160. While there is a required 10% local match, the County is able to meet the match requirement within its current budget because the County provides existing local funding to the elderly nutrition program beyond the required local match. These funds will be used to provide approximately 10,000 additional meals through June 30, 2010.

The ARRA supplemental funding comes with several new contractual requirements which are applicable to the County and its food service vendor contracts. County staff has shared the additional contractual requirements (reporting, job openings, examination of records, Buy America, wage rates, etc.) with the County's food service provider in an effort to determine their willingness to provide the additional meals conditioned upon the additional ARRA requirements. Should that effort prove unsuccessful, Centralina COG has identified some other vendor/program delivery options.

FINANCIAL IMPACT: \$45,160 additional federal revenue with a local match of \$5,018 (overmatched local funds are available in the Nutrition budget)

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



Centralina Council of Governments

MEMORANDUM

TO: Union County Board of Commissioners
FROM: Gayla S. Woody, Aging Program Administrator
Centralina Area Agency on Aging
RE: Elderly Nutrition Funds, as part of the American Recovery and
Reinvestment Act (ARRA)
DATE: September 24, 2009

As the Lead Agency for the Union County Home and Community Care Block Grant Advisory Community, please find attached the completed Funding Plan for Fiscal Year 2010 Elderly Nutrition Funds, as part of the American Recovery and Reinvestment Act.

Centralina Area Agency on Aging has received \$304,467 for Congregate Meals and \$149,889 for Home Delivered Meal through funding under the American Recovery and Reinvestment Act (Public Law 111-5) for use within our Elderly Nutrition Services Program. Union County's portion of those funds is \$27,210 for Congregate and \$17,450 for Home Delivered.

Requirements from the NC Division on Aging and Adult Services include:

- 1) 10% match
- 2) The funds be approved through the Home and Community Care Block Grant Process
- 3) Funds to be expended by June 30, 2010

The Home and Community Care Block Grant Advisory Committee has reviewed the funds for use in the County. The recommendation is to retain the same unit rate and that the Union County Nutrition Program, as the current provider of Home and Community Care Block Grant Nutrition Program, serve as the Provider for the ARRA funds. They request approval of the plan as presented.

Thank you for your support and interest in Union County Older Adults.

gsw

CENTRALINA
Area Agency on Aging

Centralina Area Agency on Aging/Ombudsman Program
Midtown Plaza Building - 1300 Baxter Street, Suite 450
PO Box 35008, Charlotte, North Carolina 28235
Phone: 704-372-2416 Fax: 704-347-4710
www.centralina.org

NAME AND ADDRESS	Americans Recovery and Reinvestment Act for use within Elderly Nutrition Program	
COMMUNITY SERVICE PROVIDER	DOA-732 (Rev. 09/09)	
Union County Nutrition Program	County Funding Plan	County <u>UNION</u>
610 Patton Avenue	October 1, 2009 through June 30, 2010	
Monroe, NC 28110	Provider Services Summary	

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		ARRA Grant Funding				Required	Net*	USDA	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	Units	Reimburse. Rate	Clients	Total Units
Congregate 183					27710	//////////	3079	30789	2730	33519	4787	6.9853		4930
Home Delivered 023					17450	//////////	1939	19389	2709	22098	4974	4.4266		5109
Congregate Supplemental 184					0		0	0	0	0	0	0		0
Home Delivered Supplemental 0					0	//////////	0	0	0	0	0	0		0
						//////////	0	0	0	0	0	0		0
						//////////	0	0	0	0	0	0		0
						//////////	0	0	0	0	0	0		0
Total	////////	////////	0	0	45,160	45,160	5018	50178	5439	55617	//////////	//////////	0	10039

*Adult Day Care & Adult Day Health Care Net Service Cost

Certification of required minimum local match availability. Required local match will be expended simultaneously with ARRA Grant Funding.	_____ Authorized Signature, Title Community Service Provider
_____ Signature, County Finance Officer Date	_____ Signature, Chairman, Board of Commissioners Date

BUDGET AMENDMENT

BUDGET	<u>Nutrition</u>	REQUESTED BY	<u>Annette Sullivan</u>
FISCAL YEAR	<u>FY2010</u>	DATE	<u>October 05, 2009</u>

<u>INCREASE</u>		<u>DECREASE</u>	
<u>Description</u>		<u>Description</u>	
Operating Expenses	45,160		
Federal Revenue	45,160		

Explanation: Appropriate additional Federal Revenue from the American Recovery and Reinvestment Act Program for FY 2010 for nutrition program congregate and home delivered meals.

DATE <u> </u>	APPROVED BY	<u>Bd of Comm/County Manager Lynn West/Clerk to the Board</u>
--	-------------	---

FOR POSTING PURPOSES ONLY

<u>DEBIT</u>			<u>CREDIT</u>		
<u>Code</u>	<u>Account</u>	<u>Amount</u>	<u>Code</u>	<u>Account</u>	
10558700-5220-1681	Operating Expenses	45,160	10458700-4397-1681	Federal Revenue	45,160
		<u>Total 45,160</u>			<u>Total 45,160</u>

Prepared By bl / aar
 Posted By _____
 Date _____

August 2009 Budget Transfer Report

10/01/2009 4:07 | * * MUNIS - LIVE * *
 aaustin | JOURNAL INQUIRY

PG 1
 lglcjeinq

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	02	59	BUA	08/04/2009	08/05/2009	LIT	chelms		IN	J/E	2010	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	40543200	5570	PR039	LIT09			ALLOC PROJ BUDG TO VARIOUS LIN	126,501.00		
40	-20-5-432-00	-5570	-PR039				LAND AND IMPROVEMENTS			
2	40543200	5920	PR039	LIT09			ALLOC PROJ BUDG TO VARIOUS LIN	835,509.00		
40	-20-5-432-00	-5920	-PR039				CONTINGENCY			
3	40543200	5550	PR039	LIT09			ALLOC PROJ BUDG TO VARIOUS LIN		962,010.00	
40	-20-5-432-00	-5550	-PR039				OTHER EQUIPMENT			
** JOURNAL TOTAL					0.00		0.00			

General Capital Project Ordinance Fund - LIT to adjust budget accounts within the Communications Radio Project.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	02	354	BUA	08/11/2009	08/17/2009	BA	chelms		IN	J/E	2010	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551152	5381	1360	BA06			WIC FUNDS APPROPRIATED	5,000.00		
10	-60-5-511-52	-5381	-1360				PROFESSIONAL SERVICES			
2	10551152	5381	13602	BA06			WIC FUNDS APPROPRIATED	30,000.00		
10	-60-5-511-52	-5381	-13602				PROFESSIONAL SERVICES			
3	10551152	5381	13602	BA06			WIC FUNDS APPROPRIATED	20,000.00		
10	-60-5-511-52	-5381	-13602				PROFESSIONAL SERVICES			
4	10551152	5381	13603	BA06			WIC FUNDS APPROPRIATED	2,858.00		
10	-60-5-511-52	-5381	-13603				PROFESSIONAL SERVICES			
5	10551152	5395	13603	BA06			WIC FUNDS APPROPRIATED	300.00		
10	-60-5-511-52	-5395	-13603				EDUCATION EXPENSES			
6	10551152	5370	13603	BA06			WIC FUNDS APPROPRIATED	100.00		
10	-60-5-511-52	-5370	-13603				ADVERTISING/EMPL.RECONGNITION			
7	10451152	4316	1360	BA06			WIC FUNDS APPROPRIATED		5,000.00	
10	-60-4-511-52	-4316	-1360				FED GRANT-FOR WIC PROGRAMS			
8	10451152	4316	13601	BA06			WIC FUNDS APPROPRIATED		30,000.00	
10	-60-4-511-52	-4316	-13601				FED GRANT-FOR WIC PROGRAMS			
9	10451152	4316	13602	BA06			WIC FUNDS APPROPRIATED		20,000.00	
10	-60-4-511-52	-4316	-13602				FED GRANT-FOR WIC PROGRAMS			
10	10451152	4316	13603	BA06			WIC FUNDS APPROPRIATED		3,258.00	
10	-60-4-511-52	-4316	-13603				FED GRANT-FOR WIC PROGRAMS			
11	10	393500		BA06					58,258.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
12	10	393400		BA06				58,258.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					58,258.00		58,258.00			

General Fund - BA to appropriate additional federal grant funds for the Public Health - WIC program budget.

Agenda Item #: 4 / 8
 Meeting Date: 10-05-2009

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	02	355	BUA	08/11/2009	08/17/2009	CPO	chelms		1N	J/E	2010	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	41459200	4010	S05	<u>CPO123</u>			FY2010 SCH CAPITAL OUTLAY ALLO	2,344,169.00		
41	-70-4-592-00-4010			-S05			IFT FROM GENERAL FUND			
2	41559200	5630	S05	CPO123			FY2010 SCH CAPITAL OUTLAY ALLO	2,344,169.00		
41	-70-5-592-00-5630			-S05			CAPITAL OUTLAY			
3	41	393500		CPO123					2,344,169.00	1
41	-393500-						BUDGET APPROPRIATIONS CONTROL			
4	41	393400		CPO123				2,344,169.00		1
41	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL				2,344,169.00		2,344,169.00				

General CPO Fund-41 - CPO to establish budget for the FY2010 school capital outlay allocation.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	02	356	BUA	08/11/2009	08/17/2009	CPO	chelms		1N	J/E	2010	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	55491100	4710	530	<u>CPO124</u>			FUND. REQUEST UCPS FACILITIES	468,354.00		
55	-91-4-911-00-4710			-530			GO BOND PROCEEDS			
2	55559200	5586	548	CPO124			FUND. REQUEST UCPS FACILITIES	468,354.00		
55	-70-5-592-00-5586			-548			BLDG & IMPR-ARCHITECT CONTRACT			
3	55	393500		CPO124					468,354.00	1
55	-393500-						BUDGET APPROPRIATIONS CONTROL			
4	55	393400		CPO124				468,354.00		1
55	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL				468,354.00		468,354.00				

School Bond Fund-55 - CPO to appropriate funding for FPC Administrative costs pursuant to 115C-429b.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	02	357	BUA	08/11/2009	08/17/2009	CPO	chelms		1N	J/E	2010	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	40459700	4010	PR046	<u>CPO125</u>				900,000.00		
40	-70-4-597-00-4010			-PR046			IFT FROM GENERAL FUND			
2	40559700	5586	PR046	CPO125				900,000.00		
40	-70-5-597-00-5586			-PR046			BUILDINGS AND IMPROVEMENTS			
3	40	393500		CPO125					900,000.00	1
40	-393500-						BUDGET APPROPRIATIONS CONTROL			

General Capital Project Ordinance Fund - CPO to establish SPCC Multi-Purpose Building Project. The initial appropriation from Capital Reserves is sufficient to fund AES through construction bidding documents. Total project cost is estimated at \$18.383 million.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	02	357	BUA	08/11/2009	08/17/2009	CPO	chelms	1	N	J/E	2010	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
4	40	393400		CPO125				900,000.00		1
40	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL				900,000.00		900,000.00				

CPO#125 continued.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	02	526	BUA	08/21/2009	08/24/2009	LIT	chelms	1N	J/E		2010	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	61521310	5550	M05	LIT10			LIT DEFICIT DRY PIT PUMP	14,256.00		
61	-90-5-213-10-5550			-M05			OTHER EQUIPMENT			
2	61521310	5352	M05	LIT10			LIT DEFICIT DRY PIT PUMP		2,000.00	
61	-90-5-213-10-5352			-M05			MAINT & REPAIRS-EQUIPMENT			
3	61521110	5352	CC01	LIT10			LIT DEFICIT DRY PIT PUMP		2,500.00	
61	-90-5-211-10-5352			-CC01			MAINT & REPAIRS-EQUIPMENT			
4	61521110	5352	CM04	LIT10			LIT DEFICIT DRY PIT PUMP		1,500.00	
61	-90-5-211-10-5352			-CM04			MAINT & REPAIRS-EQUIPMENT			
5	61521110	5290		LIT10			LIT DEFICIT DRY PIT PUMP		1,000.00	
61	-90-5-211-10-5290			-			TOOLS AND SUPPLIES			
6	61521110	5352	CC02	LIT10			LIT DEFICIT DRY PIT PUMP		1,500.00	
61	-90-5-211-10-5352			-CC02			MAINT & REPAIRS-EQUIPMENT			
7	61521110	5352	CC05	LIT10			LIT DEFICIT DRY PIT PUMP		1,000.00	
61	-90-5-211-10-5352			-CC05			MAINT & REPAIRS-EQUIPMENT			
8	61521310	5352		LIT10			LIT DEFICIT DRY PIT PUMP		4,756.00	
61	-90-5-213-10-5352			-			MAINT & REPAIRS-EQUIPMENT			
** JOURNAL TOTAL				0.00		0.00				

Water and Sewer Operating Fund - LIT to adjust budget accounts within the Sewer Collection program budgets.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	02	527	BUA	08/21/2009	08/24/2009	LIT	chelms	1N	J/E		2010	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	61522115	5351		LIT11			LIT DEFICIT CORE FISCAL YR 12	900.00		
61	-90-5-221-15-5351			-			MAINT & REPAIRS-BUILDINGS			
2	61522115	5352		LIT11			LIT DEFICIT CORE FISCAL YR 12		900.00	
61	-90-5-221-15-5352			-			MAINT & REPAIRS-EQUIPMENT			
** JOURNAL TOTAL				0.00		0.00				

Water and Sewer Operating Fund - LIT to adjust budget accounts within the Sewer Collection program budget.

YEAR	PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	02	552 BUA	08/24/2009	08/25/2009	LIT	che	lms	IN	J/E	2010	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	61521310	5352	M03	LIT12			DEFICIT AND TEC UTILITIES PUMP	3,945.00		
61	-90-5-213-10	5352		-M03			MAINT & REPAIRS-EQUIPMENT			
2	61521110	5352		LIT12			DEFICIT AND TEC UTILITIES PUMP	636.00		
61	-90-5-211-10	5352		-			MAINT & REPAIRS-EQUIPMENT			
3	61521113	5356		LIT12			DEFICIT AND TEC UTILITIES PUMP		2,000.00	
61	-90-5-211-13	5356		-			MAINT & REPAIRS-LAND & IMPRVS			
4	61521111	5356		LIT12			DEFICIT AND TEC UTILITIES PUMP		1,000.00	
61	-90-5-211-11	5356		-			MAINT & REPAIRS-LAND & IMPRVS			
5	61521114	5352		LIT12			DEFICIT AND TEC UTILITIES PUMP		1,000.00	
61	-90-5-211-14	5352		-			MAINT & REPAIRS-EQUIPMENT			
6	61521115	5352		LIT12			DEFICIT AND TEC UTILITIES PUMP		581.00	
61	-90-5-211-15	5352		-			MAINT & REPAIRS-EQUIPMENT			
** JOURNAL TOTAL					0.00		0.00			

Water and Sewer Operating Fund - LIT to adjust budget accounts within the Sewer Collection program budgets.

YEAR	PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	02	553 BUA	08/23/2009	08/25/2009	LIT	che	lms	IN	J/E	2010	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551150	5239	1321	LIT13			FUNDS FOR MED SUPPLY LINE	5,596.00		
10	-60-5-511-50	5239		-1321			MEDICAL SUPPLIES AND EQUIPMENT			
2	10551150	5260	1321	LIT13			FUNDS FOR MED SUPPLY LINE		3,000.00	
10	-60-5-511-50	5260		-1321			PRINTING AND OFFICE SUPPLIES			
3	10551150	5311	1321	LIT13			FUNDS FOR MED SUPPLY LINE		400.00	
10	-60-5-511-50	5311		-1321			TRAVEL			
4	10551150	5212	1321	LIT13			FUNDS FOR MED SUPPLY LINE		239.00	
10	-60-5-511-50	5212		-1321			WEARING APPARREL			
5	10551150	5220	1321	LIT13			FUNDS FOR MED SUPPLY LINE		233.00	
10	-60-5-511-50	5220		-1321			FOOD AND PROVISIONS			
6	10551150	5233	1321	LIT13			FUNDS FOR MED SUPPLY LINE		171.00	
10	-60-5-511-50	5233		-1321			PERIODICALS BOOKS & OTHER PUB			
7	10551150	5312	1321	LIT13			FUNDS FOR MED SUPPLY LINE		662.00	
10	-60-5-511-50	5312		-1321			TRAVEL SUBSISTENCE			
8	10551150	5393	1321	LIT13			FUNDS FOR MED SUPPLY LINE		891.00	
10	-60-5-511-50	5393		-1321			TEMPORARY HELP SERVICES			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to adjust budget accounts within the Public Health - Immunization Action Plan program budget.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	02	559	BUA	08/21/2009	08/25/2009	LIT	che1ms		1N	J/E	2010	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10553101	5370	1450	LIT14			COST FOR ADVERTISED POSITION	2,000.00		
10	-60-5-531-01-5370			-1450			ADVERTISING/EMPL.RECONGNITION			
2	10553101	5299	1450	LIT14			COST FOR ADVERTISED POSITION		2,000.00	
10	-60-5-531-01-5299			-1450			MISCELLANEOUS			
** JOURNAL TOTAL					0.00			0.00		

General Fund - LIT to adjust budget accounts within the Social Services - Administration program budget.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2010	02	685	BUA	08/26/2009	08/27/2009	LIT	che1ms		1N	J/E	2010	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551150	5239	1321	LIT15			FUNDS FOR MED. SUPPLIES	35,197.00		
10	-60-5-511-50-5239			-1321			MEDICAL SUPPLIES AND EQUIPMENT			
2	10551150	5121	1321	LIT15			FUNDS FOR MED. SUPPLIES		35,197.00	
10	-60-5-511-50-5121			-1321			SALARIES & WAGES			
** JOURNAL TOTAL					0.00			0.00		

General Fund - LIT to adjust budget accounts within the Public Health - Immunization Action Plan program budget.

** GRAND TOTAL					3,770,781.00			3,770,781.00		
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11 Journals printed

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 5 , 2009

Action Agenda Item No. 7
(Central Admin. use only)

SUBJECT: Task Order for Professional Engineering and Consulting Services for Groundwater Corrective Action Plan (CAP) Detailed Design and Permitting

DEPARTMENT: Public Works

PUBLIC HEARING: Choose one....

ATTACHMENT(S):

- SCS Engineers Task Order No. 4
- Task Summary Table
- Task Flow Diagram
- Budget Ordinance Amendment #10

INFORMATION CONTACT:

Ed Goscicki

TELEPHONE NUMBERS:

704 296-4212

DEPARTMENT'S RECOMMENDED ACTION: Approve award of Task Order No. 4 to SCS Engineers - contingent upon Legal review - and approve Budget Ordinance Amendment #10 in the amount of \$253,604.00.

BACKGROUND: Groundwater contamination is present at the Union County Landfill. North Carolina Administrative Code requires that a strategy to restore groundwater quality be implemented. In June 2008 a strategy to restore groundwater quality was submitted to the State. The strategy was approved January 28, 2009. An engineering firm is required to assist with detailed design and permitting of the strategy.

In April 2009 a Request for Qualifications, RFQ #2009-017, to assist UCPW with the detailed design and permitting of the approved strategy was issued by the General Services Department. Only two (2) firms responded with Statements of Qualifications (SOQ). These firms were Eagle Engineering and SCS Engineers. Representatives from UCPW Solid Waste, Engineering, Stormwater and a representative from General Services evaluated the SOQ's. Based on the evaluations SCS is recommended to assist UCPW with the detailed design and permitting of the approved strategy.

On September 9, 2009 a workshop was held with the Board of Commissioners. Details concerning the groundwater contamination and Corrective Action Plan were discussed as well as the need for engineering assistance.

SCS Engineers Task Order No. 4 has been developed to assist UCPW with the detailed design, permitting and required water quality monitoring of the approved strategy. The Task Order is written on a "time and materials" basis. The Task Order covers four primary areas of work. These areas and the associated costs are as follows:

- 1) Design & Permitting, comprised of subtasks 4C, 4D, 4E - \$76,765.00

- 2) Water Quality Monitoring, comprised of subtasks 4A, 4B(1), 4F - \$90,951.00
- 3) Soils Evaluation, comprised of subtask 4B(2) - \$15,955.00 and
- 4) Optional Services, comprised of subtasks 4G, 4H, 4I - \$69,933.00

Please see the attached Table and Flow Diagram for a summary of tasks.

FINANCIAL IMPACT: Funds are available in the Solid Waste Capital Reserve Fund. Budget Ordinance Amendment required.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Task Order No. 4 - Professional Engineering and Consulting Services for Groundwater Corrective Action Plan Implementation at the Union County Solid Waste Management Facility

Subtask Number and Name	Work Description	Purpose	Deliverables or Outcome	Cost (T&M)
4A – Conduct Groundwater and Surface Water Quality and MNA Parameters Monitoring, Analysis, and Reporting	<ul style="list-style-type: none"> Prepare regulatory required Water Quality Monitoring Reports. 	Regulatory required.	1. Groundwater and Surface Water Monitoring Analysis and Reports completed Semi-Annually.	\$ 21,820
			2. Corrective Action Site Evaluation (CASE) Report.	
			3. BIOCHLOR model for MNA Sampling Results.	
			4. MNA Baseline Report.	
4B – Conduct Field and Pilot Testing for CAP Implementation				
4B(1) – Pump Drawdown and Aquifer Testing	<ul style="list-style-type: none"> Determine extraction wells type, quantity, and spacing for the groundwater phyto-remediation drip and/or spray irrigation system. Determine depth of bedrock for planting phyto-remediation trees. 	Critical to design and permitting.	1. VLF geophysical survey.	\$ 58,822
			2. Installation of two monitoring wells for conducting pump drawdown test.	
			3. Conduct 48 hour pump/drawdown test.	
			4. Up to 4 soil borings to determine depth of bedrock.	
			5. Analysis data and calculate design groundwater recharge and discharge flow rates and pumping radius of influence.	
4B(2) – Soil Scientist/Agronomist Site Evaluation	<ul style="list-style-type: none"> Field hand auger borings and testing to determine soil characteristics. Field agronomist evaluation of site soils and vegetation. 	Critical to design and permitting.	1. Site specific Information for the non-discharge permit required Soils and Agronomist Report.	\$ 15,955
			2. Determine allowable treatment application flow rate onto the phyto-remediation system irrigation area.	

<p>4C – Prepare Design for the CAP Phyto-Remediation Groundwater Remedial Strategy</p>	<ul style="list-style-type: none"> • Design for the phyto-remediation system. • Calculations and information used for the basis of the phyto-remediation system. • Review design with NCDENR DWM-Solid Waste Section. 	<p>Required for permitting and construction.</p>	<ol style="list-style-type: none"> 1. Design of the phyto-remediation system. 2. Drawings and technical specifications for the bidding, construction and non-discharge permitting. 	<p>\$ 37,280</p>
<p>4D – Prepare Permitting Documentation for Non-Discharge Permit for the Phyto-Remediation Drip and/or Spray Irrigation System</p>	<ul style="list-style-type: none"> • Prepare the regulatory required non-discharge permit application. • Assemble non-discharge permit application required documentation. • Prepare the non-discharge permit required Soil Scientist/Agronomist Report. • Coordinate with NCDENR-DWQ on non-discharge permit application submittal and approval. 	<p>Regulatory required.</p>	<ol style="list-style-type: none"> 1. Non-discharge permit application. 2. Soil Scientist/Agronomist Report required by non-discharge permit application. 3. Background calculations, documentation, and drawings for non-discharge permit application. 	<p>\$ 29,235</p>
<p>4E – Prepare Bid and Construction Documents and Provide Bidding Administration Assistance.</p>	<ul style="list-style-type: none"> • Prepare contractor bidding and construction documents. • Provide assistance during the bidding process and procuring a contractor. 	<p>Required for construction.</p>	<ol style="list-style-type: none"> 1. Documents for bidding and construction. 2. Provide assistance during the bidding process and procuring a contractor. 	<p>\$ 10,250</p>

<p>4F – Installation of One Groundwater Monitoring Well to Better Define Extent of Groundwater Contamination</p>	<ul style="list-style-type: none"> • Installation of one groundwater monitoring well in the vicinity of contaminated well MW-8. • Analysis of monitoring well analytical results to determine if contamination is present. 	<p>To better define extents of groundwater contamination.</p>	<ol style="list-style-type: none"> 1. Installation of one groundwater monitoring well. 2. Analysis of analytical results from monitoring well groundwater sampling. 3. Prepare report of findings for submittal to NCDENR. 	<p>\$ 10,309</p>
<p>4G – Hydrogeologic Evaluation</p>	<ul style="list-style-type: none"> • Regulatory required if phyto-remediation system application flow rate is greater than 25,000 gpd. • Site investigation to determine geologic site conditions within phyto-remediation irrigation area. • Determine subsurface conditions at application flow rate. 	<p>Regulatory required if phyto-remediation system flow rate is greater than 25,000 gallons per day.</p>	<ol style="list-style-type: none"> 1. Installation of four monitoring wells for conducting a site hydrogeologic investigation. 2. Field testing of installed monitoring wells. 3. Hydrogeologic Evaluation Report to be submitted with the non-discharge permit application. 	<p>\$ 43,143</p>
<p>4H – Installation of a Additional Groundwater Monitoring Well to Further Define Extent of Groundwater Contamination</p>	<ul style="list-style-type: none"> • Installation of additional groundwater monitoring well in the vicinity of contaminated well MW-8. • Analysis of monitoring well analytical results to determine if contamination is present. 	<p>If required, based on presents of groundwater contamination in new groundwater monitoring well installed under Subtask 4F.</p>	<ol style="list-style-type: none"> 1. Installation of one groundwater monitoring well. 2. Analysis of analytical results from monitoring well groundwater sampling. 3. Report of findings to NCDENR. 	<p>\$ 10,309</p>

4I – Conduct Assessment of PCE and TCE 2L Exceedances at Upgradient Monitoring Well MW-1A	<ul style="list-style-type: none"> Determine source of upgradient monitoring well groundwater contamination. 	If required by NCDENR to provide additional assessment for determination of groundwater contamination source.	1. Installation of four temporary groundwater monitoring wells around the perimeter of MW-1A.	\$ 16,481
			2. Conduct analysis of laboratory results to determine source of groundwater contamination.	
			3. Prepare report of findings for submittal to NCDENR.	
TOTAL				\$ 253,604

FLOW DIAGRAM FOR COMPLETION OF TASK ORDER NO. 4
PROFESSIONAL ENGINEERING AND CONSULTING SERVICES FOR GROUNDWATER CORRECTIVE ACTION PLAN IMPLEMENTATION AT THE UNION COUNTY
SOLID WASTE MANAGEMENT FACILITY

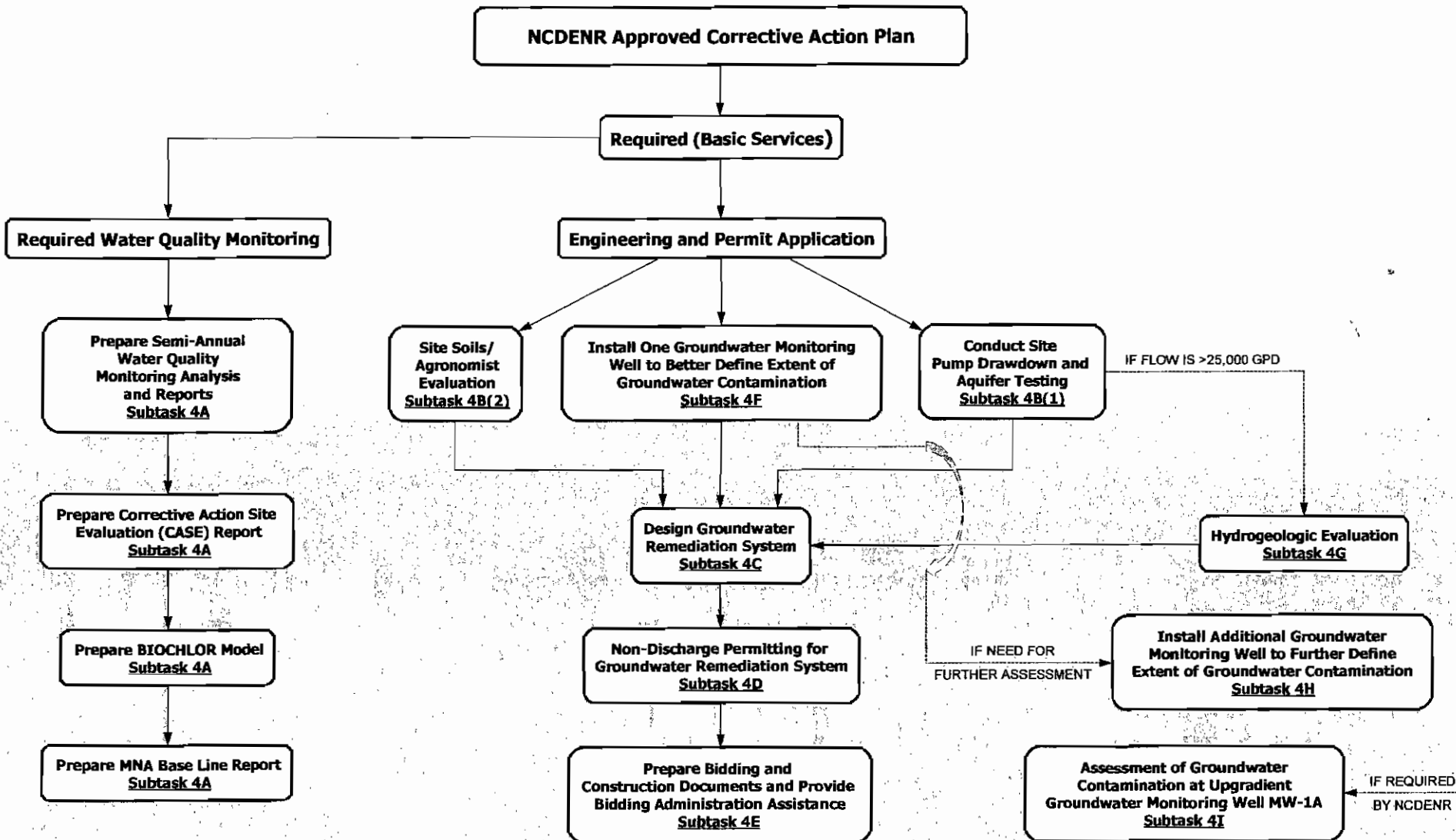


EXHIBIT A
TASK ORDER

This Task Order pertains to an Agreement by and between Union County (“OWNER”) and SCS ENGINEERS, PC (“ENGINEER”), dated April 17, 2000 (“the AGREEMENT”). ENGINEER shall perform services on the project described below as provided herein and in the AGREEMENT. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the AGREEMENT as it pertains to the project described below:

TASK ORDER NUMBER: **4**

PROJECT NAME: **Professional Engineering and Consulting Services for Groundwater
Corrective Action Plan Implementation at the Union County Solid Waste
Management Facility**

PART 1.0 PROJECT DESCRIPTION

Union County owns and operates a Solid Waste Management Facility (Facility) at 2125 Austin Chaney Road in Wingate, North Carolina. The Facility contains a closed unlined municipal solid waste (MSW) landfill, operational construction and demolition (C&D) landfill, and other solid waste management and recycling services for the County residing public. The unlined MSW landfill dates back before 1972 when the County purchased the landfill from the Town of Wingate and the landfill was closed by December of 1997. The closed unlined MSW landfill was constructed and mostly operated prior to the Federal Resource Conservation and Recovery Act (RCRA) Subtitle D Regulation that was enacted in 1991 so the landfill did not contain a non-permeable composite liner system as is typical today.

The Facility is required by the North Carolina Department of Environment and Natural Resources (NCDENR), Division of Waste Management, Solid Waste Section to monitor the quality of groundwater and surface water at the Facility property. Monitoring is accomplished through semi-annual sampling, laboratory testing, analysis, and regulatory reporting for twelve (12) monitoring wells located on the property and three (3) surface water locations. The semi-

annual groundwater and surface water samples are tested for the Title 15A North Carolina Administrative Code 2L Appendix I and Appendix II groundwater quality constituents.

Contaminate concentrations exceeding the North Carolina groundwater quality standards have been detected at the Facility and as a result, the NCDENR Solid Waste Section requires the implementation of a remedial strategy in order to comply with Rule .0547(4)(c) of Title 15A Subchapter 13B of the North Carolina Administrative Code (NCAC) and to restore groundwater quality. A Corrective Action Plan (CAP) outlining a remedial strategy for the Facility's groundwater contaminants was submitted to the NCDENR on June 30, 2008. The CAP received approval from the NCDENR, Solid Waste Section on January 28, 2009. As of the date of the CAP approval, the Facility should proceed with implementation of the remedial strategy and schedule as outlined in the CAP. The remedial strategy within the approved CAP was a combination of monitored natural attenuation (MNA) and phyto-remediation. The phyto-remediation system, utilizing beds of hybrid poplar trees, will be installed in the downgradient region of the groundwater monitoring wells in which 2L exceedances have occurred to restore groundwater quality in these regions. In areas of the landfill which are unsuitable to install phyto-remediation beds due to groundwater depths and/or steep topography, a groundwater extraction system will be installed and the extracted groundwater applied to a phyto-remediation area through spray or drip irrigation. Additionally natural attenuation will also be used to degrade certain constituents of concern which have exceeded the 15A NCAC 2L groundwater quality standards (2L groundwater quality standard) within the reducing environment of the uppermost pervasive aquifer.

The CAP related scope of services presented in this Task Order does not include installation of the phyto-remediation system or the groundwater extraction system. The scope of services presented herein is solely the design of the phyto-remediation system, the collection of additional data required to support the design, and preparing a non-discharge permit application. The details of the scope of services will be discussed in detail below.

As a means to potentially reduce CAP implementation construction costs, this Task Order also includes subtasks for installation of up to two (2) additional groundwater monitoring wells to the

east of the Facility's existing groundwater monitoring well MW-8. The purpose of these new monitoring wells is to establish the extents of the constituents of concern that exceed the 2L groundwater standard. This area is currently included within the zone of the groundwater extraction system because no groundwater monitoring wells exist in this area to establish the eastern extent of the contaminant plume. If the 2L groundwater quality standards are not exceeded at the location of newly installed well(s), it would alleviate and/or reduce the need and expense of employing groundwater remediation in the area as illustrated on Figure 7 of the CAP.

This Task Order also includes an optional subtask for conducting an assessment of the Trichloroethene (PCE) and Tetrachloroethene (TCE) contamination in monitoring well MW-1A. The source of PCE and TCE in monitoring well MW-1A has not been defined. Since monitoring well MW-1A is hydraulically upgradient of the southernmost waste management units of the landfill, the occurrence of PCE and TCE in this monitoring well are not likely the result of a release from the landfill. However, it is possible that an isolated, unmapped pocket of waste is located in the vicinity of MW-1A, the monitoring well is set too close to the edge of the southernmost waste management unit and landfill leachate is entering the screened interval of this well through back dispersion, or the well is being influenced from an off-site source. In order to establish the source of PCE and TCE in monitoring well MW-1A, additional site investigation is necessary. The additional site investigation will include installing temporary monitoring wells around MW-1A to assess the direction of groundwater migration at MW-1A and therefore, possible PCE and TCE source areas. Once the source of PCE and TCE has been established, additional steps must be taken by Union County to remedy the PCE and TCE at well MW-1A. If it is established that PCE and TCE are entering the landfill property from an upgradient off site source, these findings should be reported to the appropriate division of the NCDENR.

PART 2.0 SCOPE OF BASIC SERVICES TO BE PERFORMED BY THE ENGINEER ON THE PROJECT

The ENGINEER shall provide the Basic Services as required below for the implementation of the NCDENR; Solid Waste Section approved groundwater Corrective Action Plan (CAP) for the County's Solid Waste Management Facility (Facility). The project Basic Services will include the following subtasks:

- Conduct semi-annual groundwater and surface water quality monitoring, analysis, and reporting to the NCDENR, Solid Waste Section and supplement the semi-annual monitoring with the CAP required quarterly baseline monitoring and evaluation of MNA parameters. At the conclusion of the quarterly MNA baseline monitoring prepare a required Corrective Action Site Evaluation Report and submit to the NCDENR.
- Conduct field and pilot testing for the CAP implementation which will include the following: 1) Aquifer pump drawdown testing to established the number and spacing of the groundwater extraction wells, 2) soil science/agronomist evaluations within the proposed phyto-remediation irrigation area to assist in designing the phyto-remediation irrigation system, and 3) completion of four (4) soil borings along the alignment of the proposed phyto-remediation beds to assess site specific depths to groundwater and to confirm the occurrence of groundwater above bedrock in these areas.
- Prepare a design for the CAP phyto-remediation groundwater remedial strategy to be used for permitting, contractor bidding, and construction.
- Prepare a non-discharge permit application through the NCDENR, Division of Water Quality for the phyto-remediation drip and/or spray irrigation system.
- Prepare bidding and construction documents for the CAP phyto-remediation groundwater remedial strategy and provide assistance with bidding administration and contractor procurement.
- Installation of one monitoring well in the vicinity of contaminated groundwater monitoring well MW-8 to better define extents of groundwater contamination.

In addition to the Basic Services, optional subtasks are proposed as part of this Task Order. These subtasks are not required to implement the CAP but will enhance the remedial strategy in restoring groundwater quality at the Facility or may be completed as required by NCDENR. These optional subtask services include:

- Prepare a hydrogeologic investigation of the proposed phyto-remediation irrigation area to assess the hydrogeologic characteristics of this area and the potential impacts associated with the use of the proposed the irrigation system.
- Further define the extents of groundwater contamination at monitoring well MW-8 by the installation of one additional monitoring well.
- Investigate the source of PCE and TCE detected in up-gradient well MW-1A.

A further description of the project basic services subtasks and optional subtasks that will be completed by the ENGINEER is as follows:

Subtask 4A – Conduct Groundwater and Surface Water Quality and MNA Parameters Monitoring, Analysis, and Reporting

ENGINEER shall prepare the regulatory required semi-annual water quality monitoring reporting documentation for the Facility's groundwater and surface water sampling events for the 15A NCAC Subchapter 2L Appendix I and II water quality constituents as well as the monitoring and reporting documentation for the groundwater remedial strategy monitoring and natural attenuation (MNA) parameters. Sampling of the MNA parameters covered under this subtask includes four (4) quarterly monitoring events to establish a baseline for these parameters. The ENGINEER assumes that the OWNER will collect groundwater and surface water samples from the monitoring wells and Richardson Creek and hire an outside laboratory to test the samples for the water quality constituents and MNA parameters. A breakdown of the work completed by the ENGINEER for this subtask is as follows:

- The ENGINEER will provide the OWNER with the schedule for the required quarterly MNA monitoring and a list of the additional MNA parameters that need to be obtained for the baseline analysis.
- Following receiving the groundwater and surface water sampling laboratory results from the OWNER, the ENGINEER will analyze the laboratory results to establish if any constituents are above the North Carolina groundwater quality standards. As part of the analysis, ENGINEER will perform a statistical evaluation of the laboratory results that

are above the regulatory limits to establish if there are any significant increases in concentrations.

- Engineer will then prepare the NCDENR - Solid Waste Section required submittal documentation for the groundwater and surface water sampling events at the Facility. The documentation will include a (1) Water Quality Monitoring Report that will contain the laboratory results, tables, and discussion of any 15A NCAC 2L water quality limits exceedance, (2) NCDENR Solid Waste Environmental Monitoring Form and laboratory data in electronic format. The water quality monitoring documentation will be provided to the OWNER and NCDENR – Solid Waste Section in paper and electronic format.

As required by the NCDENR Solid Waste Section a Corrective Action Evaluation (CASE) Report will be prepared following the conclusion of the four quarterly MNA baseline sampling events. The purpose of this report is to document the potential effectiveness of Monitored Natural Attenuation at reducing the constituents of concern within the uppermost pervasive aquifer. The Corrective Action Evaluation Report will include the following elements:

- A scientific evaluation of whether or not the concentrations of the constituents of concern are being reduced by chemical and/or biological attenuation.
- A demonstration of whether or not the groundwater plumes have stabilized (horizontal and vertical) and if they are migrating.
- A demonstration of whether or not a statistical reduction in the contaminant concentrations along specific flow paths is occurring.
- Use of an EPA approved MNA screening model to simulate the groundwater remediation at the Facility and estimate the mass flux and mass balance rates.

Subtask 4B – Conduct Field and Pilot Testing for CAP Implementation

The ENGINEER will conduct field pilot testing at the Facility as required for designed and implementation of the CAP for remediation of the Facility's groundwater. For the following subtask it is assumed that Union County will be responsible for clearing, grading, and providing

all necessary access roads and drill rig pads to install the proposed wells in each subsection. Additionally it is assumed that the OWNER will provide all contract laboratory analytical services for collected groundwater samples in the following subtasks and the OWNER will perform all necessary groundwater sample collection. The field and pilot testing will include:

Subtask 4B(1) – Pump Drawdown and Aquifer Testing

For the proposed groundwater extraction well network a pilot groundwater pump drawdown test will be conducted to establish the number and spacing of the groundwater recovery wells for the phyto-remediation drip and/or spray irrigation system. The areas to be evaluated will include the vicinity of monitoring wells MW-7, MW-8, and MW-11 where the groundwater extraction wells are to be installed as identified in the approved CAP. Based on our current knowledge, the proposed scope of work for this subtask will include:

- A VLF geophysical survey to identify bedrock fractures that can be targeted by the groundwater extraction well network. Positioning recovery wells to intercept fractures will improve the capture of groundwater with contaminants of concern by the proposed recovery wells.
- Complete two (2) air rotary borings, one each in the vicinity of monitoring wells MW-8, and MW-11, to estimated depths of 104 feet and 50 feet below grade respectively. Each of the 2 air rotary borings will be completed as 4-inch PVC extraction wells to assess aquifer draw down rates and radius of influence from pumping activities. It is possible that one or both of these wells could be used as part of the future groundwater extraction well network.
- Develop each of the extraction wells prior to pump testing.
- Complete a 48 hour pump test on each of these newly installed extraction wells and the respective groundwater monitoring well in the vicinity of the newly installed extraction well (MW-7, MW-8, or MW-11) for the purpose of estimating drawdown effects within the aquifer from pumping (Note: OWNER to provide surveyed locations and elevations for the new well top of casings).

- Integrate pumping and drawdown rates generated in the field to develop a conceptual model for spacing and pumping rates for the proposed groundwater extraction wells to be used to capture impacted groundwater in these areas.
- Summarize the above findings in a 48 Hour Pump Test Report. The 48 Hour Pump Test Report and calculations will be used for designing the groundwater extraction well system for the CAP phyto-remediation drip and/or spray irrigation system.
- Install up to four (4) soil borings within the proposed in-situ phyto-remediation beds to establish the depth to competent bedrock in these areas. The purpose of these borings will be to ensure that the proposed hybrid poplar trees will not be planted on bedrock above the uppermost pervasive aquifer such that their root systems can adequately uptake the contaminated groundwater in these areas.

Subtask 4B(2) - Soil Science/Agronomist Site Evaluation

In-situ soils evaluation and testing to establish the land area(s) available and size required for the phyto-remediation drip and/or spray irrigation system. This evaluation will include the following:

- **Soil Scientist Evaluation:** This will consist of a site visit for the purpose of collecting information to prepare a soil scientist report which will include soil profile description sheets based on examinations of excavation pits and/or hand auger borings within seven (7) feet of land surface or to bedrock describing the following parameters by individual diagnostic horizons: thickness of the horizon; texture; color and other diagnostic features; structure; internal drainage; depth, thickness and type of restrictive horizon(s); and presence or absence and depth of evidence of any seasonal high water table (SHWT). Soil samples and soil information will be collected from each proposed area or soil type which is to be associated with the proposed phyto-remediation drip and/or spray irrigation area. The acreage will be evaluated using the Union County Soil Survey, hand auger borings, topographic/aerial maps, and a reconnaissance of potential areas suitable for phyto-remediation drip and/or spray irrigation. Relevant field features will be located with a sub-meter Global Positioning System (GPS). Hand auger borings will be

advanced at selected locations across the areas evaluated to provide the soil scientists with information to develop soil profile descriptions, which will be used for determining the soils suitability for phyto-remediation drip and/or spray irrigation as best described and required by the Administrative Code Section: 15A NCAC 2T .0500 Wastewater Irrigation Systems.

- **Agronomist Evaluation:** This will be performed in conjunction with the soil scientist evaluation and will consist of evaluating soils/vegetation for their ability to accept drip and/or spray irrigation during potential application periods. The soil samples obtained will be submitted to A&L Eastern Agricultural Laboratories, Inc. for standard soil fertility analysis and shall include the following parameters: acidity; base saturation (by calculation); calcium; cation exchange capacity; copper; exchangeable sodium percentage (by calculation); magnesium; manganese; percent humic matter; pH; phosphorus; potassium; sodium, and zinc. The agronomist report will include information pertaining to soil fertility analysis to ensure proper maintenance of cover crops to be utilized for wastewater irrigation. A nutrient loading assessment based upon project specific effluent numbers will be performed to establish spray/drip irrigation area requirements.
- **Hydraulic Conductivity Testing:** Soil scientists will perform in-situ saturated hydraulic conductivity testing to establish permeability measurements for soils within the areas evaluated. These measurement locations will be established in the field by relative soil series and landscape position. Hand auger borings will be performed to identify the soil profiles at test locations. In-situ permeability measurements will be performed with compact constant head permeameters (cchp). A licensed soil scientist will calculate in-situ hydraulic conductivity based on field measurements using the Glover Equation.
- **Water Balance Calculations:** A water balance will be calculated to justify the volume of drip and/or spray irrigation, along with determining monthly and annual irrigation limits. The volume irrigation shall be computed using a mass water balance based upon a recent 25 to 30 year period utilizing monthly average precipitation data, potential evapotranspiration and soil drainage data (hydraulic conductivity testing) from the proposed drip and/or spray irrigation areas.

Soil Scientist / Agronomist Evaluation Limitations: The scope does not include review of additional areas outside of the proposed irrigation areas in the Corrective Action Plan. Soil evaluations are done based on interpretations of the rules governing Wastewater Irrigation Systems. The DWQ will need to evaluate and permit each wastewater system.

Subtask 4C – Prepare Design for the CAP Phyto-Remediation Groundwater Remedial Strategy

The ENGINEER will prepare a design for the groundwater Corrective Action Plan phyto-remediation drip and/or spray irrigation system as well as the vegetation planting beds. The design will include determining the quantity, type, and location of recovery wells, the quantity of pumps and sizes required, piping layouts and sizes, electrical and control requirements, and phyto-remediation vegetation plantings type and layout. The design will use as a basis the information within the field and pilot testing prepared as part of Subtask 4B. The phyto-remediation design will be reviewed with the NCDENR, Division of Waste Management, Solid Waste Section.

Documentation prepared by the ENGINEER for the design includes drawings, technical specifications, and the calculations and material selection criteria used for preparing the design. The drawings and technical specifications will be able to be used for permitting, contractor bidding, and construction.

Subtask 4D – Prepare Permitting Documentation and Obtain Non-Discharge Permit for the Phyto-Remediation Drip and/or spray Irrigation System

The ENGINEER will prepare the permit application with the complete design to obtain a non-discharge permit for the phyto-remediation drip and/or spray irrigation system from the NCDENR, Division of Water Quality, Land Application Unit. No payment of permitting fees by the ENGINEER is included in this Task Order. The ENGINEER will coordinate with the Land Application Unit during the permitting process and respond to questions or requests for additional information.

The permit application will include the required Soil Scientist/Agronomist Report and if required the Hydrogeologic Report as discussed in Subtask 4G. The Soil Scientist/Agronomist Report

will discuss in detail the suitability of the areas evaluated in regards to phyto-remediation drip and/or spray irrigation system.

Subtask 4E – Prepare Bid and Construction Documents and Provide Bidding Administration Assistance

The ENGINEER will prepare contractor bidding and construction documents for the groundwater Corrective Action Plan phyto-remediation remedial strategy. The documents will include drawings, contract documents, technical specifications, and a construction quality assurance plan. The ENGINEER will also provide administration and technical assistance to the OWNER during the bidding and contractor procurement process.

Subtask 4F – Installation of One Groundwater Monitoring Well to Better Define Extent of Groundwater Contamination

The ENGINEER will better define the extents of groundwater contamination to the east of existing monitoring well MW-8. The possible reduction in the contamination extents can reduce the quantity of phyto-remediation system extraction wells needed and in turn reduce the construction costs for the system. The proposed scope of services for this subtask will include:

- Complete one (1) hollow stem auger or air hammer boring to the east of MW-8 to an estimated depth of 100 feet below grade.
- The boring will be completed as permanent 2-inch PVC monitoring well to assess groundwater quality.
- Analysis analytical results from sampling event(s) at the newly installed monitoring well. Groundwater sample(s) should be analyzed for the 15A NCAC Subchapter 2L Appendix II water quality constituents (*Union County to complete the groundwater sampling event, provide laboratory analytical services for the collected groundwater samples and surveyed locations, and elevations for the new well top of casings*).
- Summarize the above findings in a report for the newly installed well. The report will be submitted to NCDENR – Solid Waste Section and if no groundwater contamination is detected in the new monitoring well then the CAP will be modified with the reduction in the contaminated area requiring phyto-remediation system extraction wells. If

groundwater contamination is detected in the new well then a additional well may be installed further east of monitoring well MW-8 to determine the contamination extents, this is covered under Optional Services Subtask 4H.

PART 3.0 OPTIONAL SERVICES

Optional subtasks are proposed as part of this Task Order. The ENGINEER will not commence in completion of the optional subtasks services without prior approval from the OWNER. These optional subtasks have been recognized by the ENGINEER as services or information that may be required to implement the groundwater Corrective Action Plan (CAP). Additional information or analysis may be required caused by regulatory requirements or for completion of the CAP or to enhance the remedial strategy in restoring groundwater quality. These optional subtasks (services) include:

Subtask 4G - Hydrogeologic Evaluation

For the proposed phyto-remediation irrigation area a hydrogeologic investigation of the site will be conducted. The area to be evaluated is the phyto-remediation irrigation area identified in the approved CAP. Since the proposed system is a non-traditional system, a meeting with the NCDENR-DWQ permitting staff will be completed to discuss and identify any unique issues that need consideration prior to the permit application submittal. Based on our current knowledge, the proposed scope of work for this subtask will include:

- Complete four (4) hollow stem auger soil borings to estimated depths of 55 feet below grade to characterize subsurface conditions.
- Each of the four (4) hollow stem auger borings will be completed as 2-inch PVC monitoring wells to assess the depth to groundwater and for use in the collection of select aquifer parameters. It is possible that some of these wells could be used as part of the future compliance monitoring network.
- Complete four (4) slug tests, one at each of the four permanent monitor wells for the purpose of estimating the hydraulic conductivity of water table aquifer.

- Transmissivity and specific yield for the saturated zone will be estimated using published data and collected field data and supplemented by aquifer pump test data obtained as part of Subtask 4B(1).
- Collect depth to groundwater data and estimate local groundwater flow directions. (*Note: Union County to provide surveyed locations and elevations for the new well top of casings*).
- Integrate geologic information obtained through literature research with the site specific information to develop a conceptual model for the hydrogeology of the study area. The potential for groundwater compliance at the facility's compliance boundary and groundwater mounding will be predicted using groundwater fate and transport modeling, using MODFLOW or similar models.

Summarize the above findings in a Hydrogeologic Investigation Report. The hydrogeologic report evaluations, testing and calculations can be used for inclusion into a non-discharge permit application for Wastewater Irrigation Systems. The Hydrogeologic Investigation Report is regulatory required to be submitted with the non-discharge permit application for Wastewater Irrigation Systems if the treatment flow is 25,000 gallons per day or more. This flow will not be determined until Subtask 4B is complete.

Subtask 4H – Installation of a Additional Groundwater Monitoring Well to Further Define Extent of Groundwater Contamination

The ENGINEER will install an additional groundwater monitoring well to further define the extents of groundwater contamination to the east of monitoring well MW-8. If no contamination is detected in the new monitoring well installed as part of Subtask 4F then further assessment to the east of existing monitoring well MW-8 is needed to determine the groundwater contamination extents. The possible reduction in the contamination extents can reduce the quantity of phyto-remediation system extraction wells needed and in turn reduce the construction costs for the phyto-remediation system. The proposed scope of services for this subtask will include:

- Complete one (1) additional hollow stem auger or air hammer boring to the east of MW-8 to an estimated depth of 100 feet below grade.
- The boring will be completed as permanent 2-inch PVC monitoring well to assess groundwater quality.
- Analysis analytical results from sampling event(s) at the newly installed monitoring well. Groundwater sample(s) should be analyzed for the 15A NCAC Subchapter 2L Appendix II water quality constituents (*Union County to complete the groundwater sampling event, provide laboratory analytical services for the collected groundwater samples and surveyed locations, and elevations for the new well top of casings*).
- Summarize the above findings in a report for the newly installed well. The report will be submitted to NCDENR – Solid Waste Section and if no contamination is detected in the new monitoring well then the CAP will be modified with the reduction in the area requiring phyto-remediation system extraction wells.

Subtask 4I – Conduct Assessment of PCE and TCE 2L Exceedances at Upgradient Monitoring Well MW-1A

If required by NCDENR and in order to address the Trichloroethene (PCE) and Tetrachloroethene (TCE) exceedances above the 2L groundwater quality standards in upgradient monitoring well MW-1A, additional site assessment is necessary in order to establish the source of the PCE and TCE contamination. Based on our current knowledge, the proposed scope of work for this subtask will include:

- Complete four (4) air rotary borings to estimated depths of 55 feet below grade.
- Each of the four (4) air rotary borings will be completed as temporary 2-inch PVC monitoring wells to assess the depth to groundwater and for use in the collection of groundwater samples for PCE and TCE analysis. It is possible that some of these wells could be used as part of the future compliance monitoring network.

- Complete one sampling event at each of the four (4) temporary monitoring wells and have each sample analyzed for PCE and TCE (*Note: Union County to provide laboratory analytical services for the collected groundwater samples*).
- Collect depth to groundwater data and estimate local groundwater flow directions. (*Note: Union County to provide surveyed locations and elevations for the new well top of casings if required*).
- Construct a local groundwater flow map from the collected static water elevation data to estimate localized groundwater flow direction and possible source of contaminate.

Summarize the above findings in a Site Assessment Report of MW-1A. The findings of this assessment will be used to establish the next course of action in order to address the PCE and TCE contamination in well MW-1A. The scope of services for this subtask is solely intended to assess the direction from which PCE and TCE are migrating toward well MW-1A. The next course of action to address the contamination in well MW-1A will depend on the identified source of PCE and TCE, completing further site characterization of the Facility or reporting to the NCDENR that an off-site source of PCE and TCE is affecting groundwater quality at the Facility (if PCE and TCE are entering the Facility upgradient of well MW-1A). The scope of services to complete future actions based on the findings of this initial assessment will be addressed under a separate Task Order with an additional scope of services.

PART 4.0 ADDITIONAL SERVICES

No Additional Services.

PART 5.0 OWNER'S RESPONSIBILITIES

Owner's responsibilities will be as stated in the Agreement to be supplied by Union County, as applicable.

PART 6.0 PERIODS OF SERVICE

The period of service for this Task Order will be twelve (12) months from the execution date of this Task Order or from the OWNER’s authorization to proceed. ENGINEER can begin performing the subtasks listed above immediately upon receiving OWNER’s authorization to proceed.

PART 7.0 PAYMENTS TO ENGINEER

Payment for Services: Compensation for the services outlined in Part 2 above shall be billed on a time and materials basis per the appropriate unit rate in accordance with the fee schedule found in Part 8.0. No additional payment shall be made therefore, without written amendment hereto. Listed below is a summary of ENGINEER’s proposed subtask(s) and an estimated cost.

BASIC SERVICES

Subtask 4A – Conduct Groundwater and Surface Water Quality and MNA Parameters Monitoring, Analysis, and Reporting	\$ 21,820
Subtask 4B – Conduct Field and Pilot Testing for CAP Implementation	\$ 74,777
Subtask 4C – Prepare Design for the CAP Phyto-Remediation Groundwater Remedial Strategy	\$ 37,280
Subtask 4D – Prepare Permitting Documentation for Non-Discharge Permit for the Phyto-Remediation Drip and/or Spray Irrigation System	\$ 29,235
Subtask 4E – Prepare Bid and Construction Documents and Provide Bidding Administration Assistance	\$ 10,250
Subtask 4F – Installation of One Groundwater Monitoring Well to Better Define Extent of Groundwater Contamination	<u>\$ 10,309</u>
Basic Services Total	\$ 183,671

OPTIONAL SERVICES

Subtask 4G – Hydrogeologic Evaluation	\$ 43,143
Subtask 4H – Installation of a Additional Groundwater Monitoring Well to Further Define Extent of Groundwater Contamination	\$ 10,309
Subtask 4I – Conduct Assessment of PCE and TCE 2L Exceedances at Upgradient Monitoring Well MW-1A	<u>\$ 16,481</u>
Optional Services Total	\$ 69,933

PART 8.0 BILLING RATES

The following 2009 billing rates are applicable to proposed engineering staff and services and will be applied to this proposed Task Order and to any Basic and/or Additional Services authorized by the OWNER not included in this Task Order.

Professional Services

1.	Staff Professional, per hour	\$ 75.00
2.	Project Professional, per hour	\$ 100.00
3.	Senior Project Professional, per hour	\$ 120.00
4.	Project Manager, per hour	\$ 140.00
5.	Project Director, per hour	\$ 170.00
6.	CAD Operator, per hour	\$ 75.00
7.	Senior Technician, per hour	\$ 70.00
8.	Technician, per hour	\$ 55.00
9.	Secretary, per hour	\$ 55.00
10.	Mileage, per mile.....	\$ 0.505

PART 9.0 EXECUTION

This Task Order is executed this _____ day of _____, 2009.

Union County, North Carolina
"OWNER"

SCS Engineers, PC
"ENGINEER"

By: _____

By: _____

Name: _____

Name: Steve C. Lamb, PE

Title: _____

Title: Vice President

Address: _____

Address: 2520 Whitehall Park Drive, Suite 450

Charlotte, NC 28273

BUDGET AMENDMENT

BUDGET Public Works - Solid Waste REQUESTED BY Ed Goscicki
 FISCAL YEAR FY2010 DATE October 05, 2009

INCREASE

DECREASE

<u>Description</u>		<u>Description</u>	
Solid Waste Operating Expenses	253,604		
Interfund Transfer Revenue	253,604		
Solid Waste Capital Reserves Interfund Transfer Expense	253,604		
Fund Balance Appropriated	253,604		

Explanation: Appropriate funding for UCPW-Solid Waste Corrective Action Plan from the Solid Waste Capital Reserves
Fund (SCS Engineers Task Order #4)

DATE _____ APPROVED BY Bd of Comm/County Manager
Lynn West/Clerk to the Board

FOR POSTING PURPOSES ONLY

<u>DEBIT</u>			<u>CREDIT</u>		
<u>Code</u>	<u>Account</u>	<u>Amount</u>	<u>Code</u>	<u>Account</u>	
68547300-5381	Professional Services	253,604	66498000-4025	IFT from SW Capital Reserves	253,604
25598000-5066	IFT to Solid Waste	253,604	25499100-4991	Solid Waste Capital Reserves Fund Balance Appropriated	253,604

Total 507,208 Total 507,208
 Prepared By bl
 Posted By _____
 Date _____ Number 10

UNION COUNTY - CONTRACT CONTROL SHEET

Routing Order: (1) Department, (2) Attorney, (3) Information Systems, (4) Finance, (5) Clerk, (6) County Manager

DEPARTMENT

Document Title (w/party and purpose) SCS Engineering, PC - Landfill Methane Gas

Amount: not to exceed \$79,692.00 \$33,312 (Remainder for future work)

Department: Public Works Effective Date: JLC

TYPE OF CONTRACT: (Please check one) New Renewal

This document has been reviewed and approved by the Department Head as to technical content.

[Signature] Date May 2, 2000

Department Head's Signature

Date

ATTORNEY

This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No

Attorney's Signature

Date

INFORMATION SYSTEMS DIRECTOR

(Applicable only for hardware/software purchase or related services)

This document has been reviewed and approved by the Information Systems Director as to technical content.

Information Systems Director's Signature

Date

Date Received 5/8/00

BUDGET AND FINANCE

Yes No - Sufficient funds are available in the proper category to pay for this expenditure.

Budget Code: 66-547281-5381 Vendor No.: 12583 Encumbrance No.: 16038

Notes:

Yes No - A budget amendment is necessary before this agreement is approved.

Yes No - A budget amendment is attached as required for approval of this agreement.

Jina Hane Date 5/8/00

Finance Director's Signature

Date

CLERK

Date Received: _____

Agenda Date: _____

Approved by Board Yes No

at meeting of _____

Signature(s) Required:

Board Chairman/County Manager Finance Director Clerk Attorney Information Systems Director Other: OWS 8 - YAM

COUNTY MANAGER

This document has been reviewed and its approval recommended by the County Manager. Yes No

[Signature] Date 5/9/00

County Manager's Signature

Date

AGREEMENT
BETWEEN
UNION COUNTY, NORTH CAROLINA
AND
SCS ENGINEERS, PC
FOR
PROFESSIONAL ENGINEERING SERVICES

THIS IS AN AGREEMENT made as of May 9, 2000, 2000, between Union County, North Carolina, with principal offices at 500 N. Main St., Monroe, North Carolina, 28112, hereinafter referred to as "OWNER" and SCS ENGINEERS, PC, with offices at 129 West Trade St., Suite 1630, Charlotte, North Carolina 28202, hereinafter referred to as "ENGINEER."

OWNER desires to retain ENGINEER, a professional engineering firm, to provide engineering services on one or more projects in which the OWNER is involved; and

ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties.

OWNER and ENGINEER, in consideration of their mutual covenants, herein agree in respect of the performance of professional services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 - PROJECT TASK ORDER

1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.

1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.

SECTION 2 - BASIC SERVICES

ENGINEER's basic services and responsibilities for each Task Order are outlined here and further defined in each Task Order. A detailed Scope of Services for each Task Order, or for Additional Services, will be developed at the direction of the OWNER and will formally become a part of this Agreement through a Task Order executed by both parties, which Task Order shall include payment provisions and provisions for time of completion by ENGINEER. ENGINEER

understands and agrees that OWNER's County Manager shall have the sole authority to approve any addenda or amendments to this agreement on behalf of OWNER.

2.1 General.

2.1.1 ENGINEER's basic services and responsibilities to OWNER as hereinafter provided and are further defined in the Task Order application to each project. These services will include providing professional engineering consultation and advice and furnishing (civil, structural, mechanical, electrical, process, chemical, solid waste and recovery) engineering services and related architectural/engineering services incidental thereto.

2.2 Preliminary Engineering Report Phase

Perform services as outlined in the Task Order.

2.3 Preliminary Design Phase (Predesign).

After written Task Order and authorization to proceed with the Preliminary Design Phase, ENGINEER shall proceed with the Pre-design of the project:

2.3.1 Prepare Preliminary Design documents, consisting of design parameters, preliminary drawings, outline specifications and written descriptions of the PROJECT. Findings of the Preliminary Engineering Assessment shall be incorporated into the Preliminary Design documents.

2.3.2 Advise OWNER if additional data or services of the types described in paragraphs 3.2 or 3.3 are necessary and assist OWNER in obtaining such data and services.

2.3.3 Submit an Opinion of Probable Construction Costs, based on the information contained in the Preliminary Design documents.

2.3.4 Furnish 4 copies of the above Preliminary Design documents and present and review them in person with OWNER.

2.4 Design Phase.

After written Task Order and authorization to proceed with the Design Phase, ENGINEER shall:

2.4.1 Prepare drawings and specifications for incorporation in the Contract Documents, based on the OWNER approved Preliminary Design documents and the revised Opinion of Probable Construction Costs. These documents are prepared to show the general scope, extent and character of the work to be furnished and performed by Contractor, hereinafter called "Drawings and Specifications."

Said specifications will be prepared in conformance with the sixteen division format of the

Construction Specifications Institute and based on ENGINEER'S standard specifications and General Conditions.

2.4.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of governmental authorities that have jurisdiction to approve the design of the PROJECT and assist OWNER in consultations with appropriate authorities.

2.4.3 Advise OWNER of any adjustments to the latest Opinion of Probable Construction Costs caused by changes in general scope, extent or character or design requirements of the PROJECT or Construction Costs. Furnish to OWNER a revised Opinion of Probable Construction Costs based on the Drawings and Specifications.

2.4.4 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general and supplementary conditions of the construction contract, proposal form, invitations to bid and instructions to bidders, hereinafter referred to as "Contract Documents." ENGINEER shall use for the general conditions the Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee, EJCDC No. 1910-8 (1990 Edition).

2.4.5 Furnish four (4) copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

2.5 Bidding Phase

After written Task Order and authorization to proceed with the Bidding Phase, ENGINEER will provide the following services:

2.5.1 Assist OWNER in advertising for and obtaining proposals or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Contract Documents have been issued, attend pre-bid conferences and receive and process deposits for Contract Documents.

2.5.2 Issue addenda as appropriate to interpret, clarify or expand the Contract Documents.

2.5.3 Consult with OWNER to determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Contract Documents.

2.5.4 Attend the bid opening and prepare bid tabulation sheets. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

2.6 Construction Phase

After written Task Order and authorization to proceed with the Construction Phase, ENGINEER will provide the following services:

2.6.1 Consult with and advise OWNER and act as OWNER's representative as set forth herein and as provided in the ENGINEER's General Conditions and Supplementary General Conditions of the Contract for Construction included in the Contract Documents for the PROJECT. The extent of the duties, responsibilities and authority of ENGINEER as assigned in said Contract Documents shall not be enlarged, except as ENGINEER may otherwise agree in writing.

2.6.2 Make visits to the site at intervals appropriate to the stage of construction, or otherwise agreed to by ENGINEER in writing, to observe the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations, ENGINEER shall keep the OWNER informed of the progress and quality of the Work, and shall endeavor to alert the OWNER to defects and deficiencies in the Work of the Contractor. ENGINEER shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, procedures of construction or for safety programs and precautions in connection with the Work. ENGINEER shall not be responsible for the acts or omissions of the Contractor, the Contractor's subcontractors or any other persons performing any of the Work, or for failure of any of them to carry out the Work in accordance with the Contract Documents.

2.6.3 Make recommendations to OWNER concerning the disapproval or rejection of Contractors' Work while it is in progress if ENGINEER believes that such Work will not produce a completed PROJECT that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the PROJECT as reflected in the Contract Documents. ENGINEER shall have access to the Work at all times wherever it is in preparation or progress.

2.6.4 Review or take other appropriate action with respect to Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the PROJECT and compliance with the information given in the Contract Documents. Such reviews or other action shall not include means, methods, techniques, sequences, or procedures of construction or safety programs and precautions incident thereto.

2.6.5 Evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor.

2.6.6 Make recommendations to OWNER regarding the advisability of requiring special inspections or testing of the Work and have authority, for the purposes of this paragraph, to receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents to determine generally that

their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents.

2.6.7 Act as initial interpreter of the requirements of the Contract Documents, judge the acceptability of the Work and make decisions on all claims of OWNER and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work.

2.6.8 Determine the amount owing to Contractor based on ENGINEER's observations at the site and the data comprising the Application for Payment, and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER that the Work has progressed to the point indicated and that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by ENGINEER. The issuance of a recommendation will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a recommendation for payment will not be a representation that the ENGINEER has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the OWNER to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price.

2.6.9 Receive and review maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and tests and approvals of equipment which are to be provided by Contractor in accordance with the Contract Documents. Determine that their content complies with the requirements of the Contract Documents and transmit them to OWNER with written comments.

2.6.10 Conduct a construction review to determine if the Work is substantially complete and conduct a construction review to determine if the completed Work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and Contractor that the Work is acceptable, subject to any conditions therein expressed.

2.6.11 Make one follow-up construction review, if required, for items found to be incomplete or nonconforming. If subsequent construction reviews are necessary, they will be done as Additional Services, at an amount agreed to by the parties.

2.6.12 Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor or OWNER's field project representative to ENGINEER.

2.7 Operational Phase

After written Task Order and authorization to proceed with the Operational Phase, ENGINEER shall:

2.7.1 Assist OWNER in developing systems and procedures for control of the operation and maintenance of and record keeping for the PROJECT.

2.7.2 Compile, review and comment on operating, maintenance and staffing manuals.

2.7.3 Assist OWNER in training OWNER's staff to operate and maintain the PROJECT.

SECTION 3 - ADDITIONAL SERVICES

3.1 General

Additional Services ("Additional Services") are not included in the Basic Services and shall be provided if authorized by Task Order approved by the OWNER's County Manager. Additional Services shall be paid for by OWNER as provided in this Agreement and in the Task Order, in addition to compensation for Basic Services, if any.

3.2 Resident Field Representation

3.2.1 If OWNER and ENGINEER agree that more extensive representation at the site shall be provided than is described under Construction Phase - Administration of the Construction Contract, ENGINEER shall provide one or more field representatives ("Field Representatives") to assist ENGINEER in carrying out ENGINEER's site responsibilities described in the Contract Documents.

Part-time Field Representation is generally defined as having a representative on-site when Work is in progress which will be covered during installation or by subsequent construction. Above ground installation which can be reviewed for compliance with Contract Documents after installation shall be reviewed as needed and will not require continuous presence of the Field Representative. Full time Field Representation is defined as having a representative on-site when significant Work, as determined by ENGINEER, is in progress.

3.2.2 Such Field Representatives shall be selected, employed and directed by ENGINEER, and ENGINEER shall be compensated as mutually agreed upon between OWNER and ENGINEER as set forth in this Agreement. The duties, responsibilities and limitations of authority of such Field Representatives shall be described in the General Conditions of the Contract Documents.

3.2.3 Through the observations by such Field Representatives, ENGINEER shall make a reasonable and good faith effort to provide protection for OWNER against defects and deficiencies in the Work.

3.3 Other Additional Services

When required by the Contract Documents and authorized by OWNER, ENGINEER shall perform the following additional services:

3.3.1 Those resulting from significant changes in the general scope, extent, character or design of the Project, including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing. ENGINEER shall revise previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control, and not foreseeable to ENGINEER.

3.3.2 Preparation of alternate, separate, or sequential bid documents or other extra services in connection with Bidding or construction prior to the completion of a Final Design, when requested by OWNER.

3.3.3 Any type of property surveys, other special field surveys or related engineering services needed for the transfer of interests in real property, and engineering surveys and staking to enable contractor to proceed with the Work.

3.3.4 Preparation of applications and supporting documents for private or governmental grants, loans or advances on the Project in addition to those furnished under Basic Services; prepare, review and/or evaluation of environmental impact statements and assessments, the effect on the design requirements for the Project of any such statements and documents prepared by others, and assistance to OWNER in obtaining the approval of authorities having jurisdiction over the Project.

3.3.5 Investigations and studies, in addition to those provided under Basic Services, involving, but not limited to, operations, preventive maintenance programs, maintenance and overhead expenses, value engineering during the course of design, feasibility studies, cash flow and economic evaluations, rate schedules and appraisals, assistance to OWNER with obtaining financing for the Project; evaluation of processes available for licensing and assistance to OWNER in obtaining process licensing; perform detailed quantity surveys of material, equipment and labor; and audits or inventories required during construction of the Project.

3.3.6 Acquisition of services of independent professional associates and consultants for other than Basic Services.

3.3.7 Assistance to OWNER with bid protests, or rebidding.

3.3.8 Preparation to serve and/or service as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

3.3.9 Those related to work directive changes and change orders to reflect changes requested

by OWNER.

3.3.10 Revisions to Drawings and Specifications occasioned by the acceptance by OWNER of substitutions proposed by contractor.

3.3.11 Additional or extended services during construction made necessary by (1) Work damaged by fire or other cause during construction; (2) acceleration of the progress schedule involving services beyond normal working hours; (3) default by any contractor; (4) failure of the contractor to complete the Work within the time stipulated in the Contract Documents; and (5) approval of extensions of the time for performance. In no event shall ENGINEER treat any services rendered under this Paragraph as Additional Services for which it is entitled to additional compensation hereunder if ENGINEER avoidably caused or contributed in any way to making the additional or extended service necessary.

3.3.12 Those other than Basic Services during the Construction Phase in connection with any partial utilization of the Project by OWNER prior to Substantial Completion.

3.3.13 Assistance in the closing of any financial or related transaction for the Project.

3.3.14 Preparation of mitigation plans and environmental evaluations related to the compliance with wetlands protection regulations.

SECTION 4 - OWNER'S RESPONSIBILITIES

OWNER shall perform the following in a timely manner so as not to delay the services of ENGINEER:

4.1 Designate in writing a person to act as OWNER's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and make decisions with respect to ENGINEER's services for the Project, except those decisions which require approval by the County Manager pursuant hereto.

4.2 Provide to ENGINEER any data, plans, reports and other information known to, in possession of, or under control of OWNER which are relevant to the execution of ENGINEER's duties on the Project; provide all criteria and full information as to OWNER's requirements for the Project, including design criteria, objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations.

4.3 After receiving notice from ENGINEER that such services are necessary, furnish the services of soils/geotechnical engineers, archeological professional or other consultants. These services shall include, without limitation, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment, with reports and appropriate professional recommendations.

4.4 Provide land surveys to include property, boundary, easement, right-of-way, utility surveys, property descriptions, zoning, deed or other land use restrictions.

4.5 Arrange for access to, and make all provisions for ENGINEER or any subconsultants of ENGINEER to enter upon public and private property as required by ENGINEER and its subconsultants, to perform services under this Agreement.

4.6 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER; obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

4.7 Provide, if necessary, environmental assessments, or environmental impact statements related to the Project; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and approvals and consents from others as may be necessary for completion of the Project, except those approvals, permits and consents to be provided by ENGINEER pursuant to this agreement.

4.8 Provide accounting, independent cost estimating and insurance counseling services as necessary for the Project, legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, but not uniquely to ENGINEER and in a context adverse to OWNER, auditing service as OWNER may require to ascertain how or for what purpose any contractor has used the monies paid under the construction contract, and inspection services as OWNER may require to ascertain that contractor is complying with any laws, rules, regulations, ordinances, codes or orders applicable to his furnishing and performing the Work.

4.9 Advertise for proposals from bidders, open the proposals at an appointed time and place, and pay for all costs incidental thereto.

4.10 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any condition that affects the scope or timing of ENGINEER's services, or any defect or nonconformity in the Work of any contractor.

4.11 At no cost to ENGINEER, provide the above data and services and shall render approvals and decisions as is necessary for the orderly progress of ENGINEER's services. ENGINEER shall be entitled to rely upon the accuracy and completeness of all information and services provided by OWNER or at OWNER's direction, unless ENGINEER knows or in the exercise of reasonable professional skill and care should or would have reason to know that information and services provided by OWNER were inaccurate or not completely accurate.

SECTION 5 - PERIODS OF SERVICE

5.1 The provisions of this Section 5 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the

orderly and continuous progress of the PROJECT through completion of the Services contained herein. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the performance of ENGINEER's services and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

5.2 The services required for the various phases shall be performed within the time stipulated and mutually agreed in the Task Order for which services are authorized.

5.3 ENGINEER's services shall be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER; or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, provided no dispute exists as to the quality of ENGINEER's submissions.

5.4 If OWNER requests significant modifications or changes in the general scope, extent or character of the PROJECT, the time of performance of ENGINEER's services and the various rates of compensation shall be adjusted equitably.

SECTION 6 - PAYMENTS TO ENGINEER

6.1 Methods of Payment for Services and Expenses of ENGINEER

6.1.1 Payroll Cost shall mean the salary and wages at the time services are performed of all personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, scientists, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment; excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation, holiday pay, and other benefits.

6.1.2 Direct Labor Costs shall mean salary and wages at the time services are performed of all personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel, but does not include indirect payroll-related costs or fringe benefits.

6.1.3 Per Diem shall mean an hourly rate based upon ENGINEER's Rate Schedule to be paid to ENGINEER as total compensation for each hour an employee of ENGINEER works on the Project, plus Reimbursable Expenses. The applicable Rate Schedule shall be attached and incorporated by reference into a given Task Order.

6.1.4 Overhead Multiplier shall mean a factor by which the Direct Labor Cost is multiplied to compensate for general and administrative overhead. When the basis of compensation is Per Diem, the Overhead Multiplier includes profit. When the basis of compensation is Cost Plus

Fixed Fee, the Overhead Multiplier Does not include profit.

6.1.5 Reimbursable Expenses shall mean the actual expenses incurred directly or indirectly in connection with the PROJECT, limited to: Subconsultant or Subcontractor costs authorized by OWNER, transportation and subsistence incidental thereto, providing and maintaining field office facilities including furnishings and utilities, subsistence and transportation of Resident Project Representatives and their assistants, toll telephone calls, express mail and telegrams, reproduction of Reports, Drawings, Specifications, Bidding Documents, and similar PROJECT-related items in addition to those required under Section 2. Reimbursable Expenses for each Task Order issued pursuant hereto shall be limited by a not-to-exceed amount designated in the Task Order.

6.1.6 Lump Sum shall mean a fixed amount agreed upon in advance, subject to modification and amendments, for services rendered.

6.1.7 Cost Plus Fixed Fee shall mean compensation based on Direct Labor Cost times an Overhead Multiplier plus Reimbursable Expenses, plus payment of a fixed amount agreed upon in advance, subject to modifications and amendments, for Engineer's services.

6.2 Basis and Amount of Compensation for Basic Services

6.2.1 Compensation for the Preliminary Engineering Assessment Phase shall be negotiated prior to the time these services are required.

6.2.2 Compensation for the Predesign Phase shall be negotiated prior to the time these services are required.

6.2.3 Compensation for the Design Phase will be negotiated prior to the time these services are required.

6.2.4 Compensation for the Bidding Phase will be negotiated prior to the time these services are required.

6.2.5 Compensation for the Construction Phase shall be negotiated prior to the time these services are required.

6.2.6 Compensation for the Operational Phase shall be negotiated prior to the time these services are required.

6.3 Basis and Amount of Compensation for Additional Services. Compensation for Additional Services shall be on the basis of Per Diem, Cost plus Fixed Fee, or Lump Sum to be agreed upon at time of request for Additional Services. The estimated amount of Additional Services will be determined at the time the Additional Services are requested.

6.4 Intervals of Payments

6.4.1 Payments to ENGINEER for Basic Services shall be made once every month by OWNER. ENGINEER's invoices will be submitted once every month and will be based upon total services completed at the time of billing. OWNER shall make prompt payments in response to ENGINEER's invoices.

6.4.2 Payments for Additional Services rendered and Reimbursable Expenses authorized shall be made once every month. ENGINEER's invoices will be submitted once every month and will be based upon total services completed at the time of billing. OWNER shall make prompt payments in response to ENGINEER's invoices.

6.5 Other Provisions Concerning Payments

6.5.1 If OWNER fails to make any undisputed payment due ENGINEER for services and expenses within 60 days after receipt of ENGINEER's statement, 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.

6.5.2 If during any authorized phase the Project is suspended or abandoned in whole or in part for more than 90 days through no fault of ENGINEER, ENGINEER shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with any Reimbursable Expenses then due. If the Project is resumed after being suspended for more than 90 days, ENGINEER's compensation shall be equitably adjusted.

6.5.3 If and to the extent that the contract time initially established in the Contract Documents is exceeded or extended through no fault of ENGINEER, compensation for any Basic Services required during such extended period of Administration of the Construction Contract shall be equitably adjusted.

6.5.4 If any items in any invoices submitted by ENGINEER are disputed by OWNER for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER shall promptly notify ENGINEER of dispute and request clarification and/or remedial action. After any dispute has been settled, ENGINEER shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

SECTION 7 - CONSTRUCTION COST AND OPINIONS OF COST

7.1 Construction Cost

7.1.1 The construction cost of the entire PROJECT (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire PROJECT designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for, or damages to properties unless this Agreement so

specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and finance charges incurred in connection with the PROJECT or the cost of other services to be provided by others to OWNER.

7.2 Opinions of Probable Construction Cost

7.2.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER's Opinions of Probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's judgment performed in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances who are familiar with the construction industry. Therefore, ENGINEER cannot and does not guarantee that proposals or actual Total Project or Construction Costs will not vary from Opinions of Probable Construction Costs prepared by ENGINEER. If, prior to the Bidding or Negotiating Phase, OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator.

SECTION 8 - GENERAL CONSIDERATIONS

8.1 Termination

8.1.1 If, through any cause within ENGINEER's reasonable control, ENGINEER fails to fulfill in a timely and proper manner its obligations under this Agreement, or if ENGINEER violates any of the covenants, agreements, terms or conditions of this Agreement, OWNER shall thereupon have the right to terminate this Agreement by giving ten (10) days written notice to ENGINEER of such termination and specifying the date when termination shall be effective. If ENGINEER cures the defaults set forth in the notice, then it shall be obligated to continue to perform under this Agreement. In the event of termination, all furnished or unfurnished documents, data, studies and reports prepared by ENGINEER under this Agreement shall, at the option of OWNER, become its property, subject to paragraph 8.2.1 below, and ENGINEER shall be entitled to receive just and equitable compensation for satisfactory services completed.

Notwithstanding the above, ENGINEER shall not be relieved of liability to OWNER for damages sustained by it by virtue of any breach of the Agreement by ENGINEER. OWNER may withhold payments to ENGINEER for the purpose of settlement until such time as the exact amount of damages due OWNER from ENGINEER is determined.

8.1.2 If, through any cause, OWNER fails to fulfill in a timely and proper manner its obligations under this Agreement, or if OWNER violates any of the covenants, agreements, terms or conditions of this Agreement, ENGINEER shall thereupon have the right to terminate this Agreement by giving ten (10) days written notice to OWNER of such termination and specifying the date when termination shall be effective. If OWNER cures the defaults set forth in the notice, then it shall be obligated to continue to perform under this Agreement.

8.1.3 OWNER may terminate this Agreement at any time without cause upon provision of fifteen (15) days written notice to ENGINEER. If the Agreement is terminated by OWNER as provided herein, ENGINEER shall be paid for Basic Services and Additional Services an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of ENGINEER covered by this Agreement, less any payments previously made.

8.1.4 Upon termination, ENGINEER shall promptly discontinue all services under this Agreement unless the termination notice from OWNER directs otherwise.

8.2 Reuse of Documents

8.2.1 All documents, including Drawings and Specifications, are instruments of services with respect to the Project and ENGINEER and OWNER shall retain joint ownership and property interests therein whether or not the Project is completed, unless ENGINEER is terminated for cause pursuant to paragraph 8.1.1 above. OWNER may make and retain copies for information and reference in connection with the use of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on any other Project. Any reuse of documents for a purpose other than that intended without written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and provided ENGINEER has an ownership and property interest in the documents, which means it has not been terminated for cause, OWNER shall, to the extent permitted by applicable law, defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from any reuse of documents for a purpose other than that intended without written verification or adaptation by ENGINEER. Any such verification or adaptation shall entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

8.2.2 OWNER will be permitted to retain copies of drawings and specifications prepared in CADD form for the OWNER'S information in its use of the PROJECT. Because information contained on computer discs and/or magnetic tapes can be unintentionally or otherwise modified by others besides ENGINEER, ENGINEER reserves the right to remove all indicia of ownership and/or involvement from the disc/magnetic tape provided to OWNER. The original CADD data will be retained by ENGINEER. In addition, the information set forth on the disc/magnetic tape shall not be used by OWNER on other projects, for additions to this project, or for completion of this project by another design professional, except by written agreement and with appropriate compensation to ENGINEER. Any use by OWNER on other projects, for additions to this project, or for completion of this project by another design professional, without written verification or CADD adaptation by ENGINEER for the specific purpose intended will be at the user's sole risk and without liability or legal exposure to ENGINEER.

8.3 Insurance

In order to secure ENGINEER's obligation to hold harmless and indemnify OWNER, ENGINEER shall procure and maintain during the term of this agreement comprehensive general

liability insurance with limits of liability not less than one million dollars (\$1,000,000) combined single limit, to include an endorsement for contractual liability assumed under the indemnity provisions of this agreement. ENGINEER shall also maintain Workers' Compensation insurance in the statutory amount if applicable.

ENGINEER shall maintain professional liability insurance in an amount of not less than one million dollars (\$1,000,000) for protection against claims arising out of performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable.

For the required policies, ENGINEER shall provide, upon request by OWNER, a certificate of insurance indicating that should the described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the named certificate holder. Language to the effect that failure to mail such notice shall impose no obligation or liability of any kind upon the issuing company shall be deleted from the certificate.

8.4 Controlling Law

8.4.1 This Agreement shall be governed by, construed in accordance with and interpreted pursuant to the laws of the state of North Carolina.

8.4.2 By its signature on this Agreement, ENGINEER represents and warrants that it is licensed and authorized to do business in the state of North Carolina and shall obtain all necessary licenses and permits required to perform the services set forth in this Agreement.

8.5 Successors and Assigns

8.5.1 OWNER and ENGINEER hereby bind their respective partners, successors, executors, administrators, legal representatives and, to the extent permitted by paragraph 8.5.2. below, their assigns, to the terms, conditions and covenants of this Agreement.

8.5.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) 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.

8.5.3 Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates, subcontractors and consultants as ENGINEER may deem appropriate to assist in the performance of services under this Agreement; however, the cost of any such professionals shall be passed through to OWNER without any surcharge, finder's fee or other added charge imposed by ENGINEER.

8.5.4 Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

8.6 Equal Employment and Nondiscrimination

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of state and federal equal opportunity statutes and regulations.

8.7 Indemnification

ENGINEER hereby agrees to defend, indemnify and hold harmless OWNER, its officers, employees, and agents for any claims, causes of action and demands, of any kind and nature whatsoever, arising from the negligent or intentional errors or omissions of ENGINEER, its officers, employees, subcontractors, or agents, in the performance of services under this Agreement.

8.8 Construction Procedures

ENGINEER shall not specify construction or service-related procedures and shall not manage, supervise, control or have charge of construction, nor shall ENGINEER implement or be responsible for health and safety procedures. ENGINEER shall not be responsible for the acts or omissions of contractors or other parties on the Project, except for employees and subconsultants of ENGINEER, and shall not be responsible for construction means, methods, techniques, sequences, or procedures, nor safety precautions and programs. ENGINEER's monitoring or review of portions of the Work performed under construction contracts shall not relieve the contractor from responsibility for performing the Work in accordance with applicable Contract Documents.

8.9 Changes and Modifications

OWNER and ENGINEER agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

8.10 Separability and Waiver

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon OWNER and ENGINEER. One or more waivers by either of any provision, term, condition or covenant shall not be construed by the non-waiving party as a waiver of a subsequent breach of the same provision by the waiving party.

8.11 Extent of Agreement

8.11.1 This Agreement, including all exhibits, and any and all amendments, modifications, and supplements duly executed by OWNER and ENGINEER in accordance with this Agreement, shall govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions or provisions set forth in any purchase orders, requisitions, requests for proposals, authorizations of services, notices to proceed or other forms or documents issued by OWNER with respect to the Project or ENGINEER's services. This Agreement shall constitute the entire understanding and agreement of OWNER and ENGINEER with respect to ENGINEER's services on the Project.

8.11.2 ENGINEER and OWNER shall execute and deliver such further instruments as may reasonably be requested by the other with respect to completion of the transaction contemplated by this Agreement. None of the instruments shall contain undertakings or representations not set forth in the Agreement or inconsistent herewith.

8.12 Notice and Service Thereof.

Notices required hereunder shall be in writing and shall be deemed to have been duly given if mailed by certified or registered mail, return receipt requested, as follows:

(a) If to OWNER:

Director
Union County Public Works
P.O. Box 987
Monroe, NC 28110

(b) If to ENGINEER:

SCS Engineers, PC
129 West Trade St., Suite 1630
Charlotte, NC 28202

or to such other persons or places as OWNER or ENGINEER shall furnish in writing to the other.

Any services and/or work performed, prior to execution of this Agreement, by ENGINEER for OWNER in connection with the Project shall be covered and governed by this Agreement and deemed rendered pursuant hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ATTEST

UNION COUNTY

By: Barbara Moore

By: Gary A. Smoak
County Manager

ATTEST:

SCS ENGINEERS, PC

[Signature]

By: Paul A. Manderville

Approved As To Legal Form JSC

This instrument is not recorded in the
Manner Required by The Local Government
Budget And Fiscal Control Act
Ade Robinson
Deputy Finance Officer 7/26/00

Exhibit A

Sample

TASK ORDER

*****NOTE: EACH TASK ORDER SHOULD BE SPECIFICALLY TAILORED TO INCLUDE ANY ADDITIONAL INFORMATION, TERMS AND CONDITIONS WHICH APPLY TO A PARTICULAR PROJECT, BUT WHICH DO NOT APPLY TO ALL OF THE OTHER PROJECTS TO BE PERFORMED UNDER THE MULTIPLE PROJECT AGREEMENT. THE "TASK ORDER NUMBER," "PROJECT NAME" AND "PROJECT DESCRIPTION" WILL PROBABLY BE INCLUDED IN EACH TASK ORDER. THE REMAINING "PARTS" SHOULD BE DELETED FROM THE TASK ORDER UNLESS THEY ARE NEEDED TO STATE INFORMATION, TERMS OR CONDITIONS WHICH DIFFER FROM THOSE CONTAINED IN THE MULTIPLE PROJECT AGREEMENT.**

This Task Order pertains to an Agreement by and between UNION COUNTY, ("OWNER"), and SCS Engineers, PC ("ENGINEER"), dated _____, 2000, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: *****NOTE: THIS IS A SEQUENTIAL NUMBER. FOR EXAMPLE, THE FIRST TASK ORDER WOULD BE NUMBER "ONE."*****

PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF BASIC SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 ADDITIONAL SERVICES, NOT PART OF BASIC SERVICES:

PART 4.0 OWNER'S RESPONSIBILITIES:

PART 5.0 PERIODS OF SERVICE:

PART 6.0 PAYMENTS TO ENGINEER:

1. Payment for Basic Services
2. Payment for Additional Services:

PART 7.0 OTHER:

This Task Order is executed this _____ day of _____, 19____.

UNION COUNTY,
NORTH CAROLINA

SCS ENGINEERS, PC

By: *Gary A. Amodeo*

By: *Paul A. Mandeville*

Name: _____

Name: PAUL A. MANDEVILLE

Title: _____

Title: VICE PRESIDENT

Address: 500 N. Main St.
Monroe, NC 28112

Address: 129 West Trade St., Suite 1630
Charlotte, NC 28202

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 5, 2009

Action Agenda Item No. 8
(Central Admin. use only)

SUBJECT: Catawba River WWTP Reservoir Expansion

DEPARTMENT: Public Works

PUBLIC HEARING: No

ATTACHMENT(S):
Task Order No. 2 for Design,
Environmental Permitting and Public
Relations

INFORMATION CONTACT:
Ed Goscicki

TELEPHONE NUMBERS:
704-296-4211

DEPARTMENT'S RECOMMENDED ACTION: Accept scope of services as shown in the attached Task Order for the Design, Environmental Permitting and Public Relations and allow the County Manager to execute the Agreement upon legal review.

BACKGROUND: The Catawba River WTP Reservoir Expansion Project was approved as part of the Public Works 2007 Capital Improvements Plan. The project will construct a second raw water reservoir which will add approximately 1.0 billion gallons of raw water storage on site. This project is needed regardless of the plant expansion as it will act as a drought buffer and allow the plant to operate without pulling water from the Catawba River during low flow conditions. This will ensure a more reliable and sufficient supply of water to the plant. The reservoir design will include a new dam, reservoir pumping station, and conveyance piping systems.

On July 22, 2009 the Catawba River Water Board approved moving forward with the Final Design of the reservoir, and Environmental Permitting and Public Relations for both the reservoir and plant expansion, which are included in this Task Order. The Board also approved all funds associated with the Task Order No. 2 for this work and recommended approval by the Union County BOCC and the Lancaster Water and Sewer District Board. The Lancaster Water and Sewer District Board has already approved this Task Order at their last board meeting in August.

FINANCIAL IMPACT: \$2,011,525.00 (UCPW's - \$1,005,762.50; LWSD's - \$1,005,762.50)

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable:

Manager Recommendation:

TASK ORDER # 2

This Task Order pertains to an Agreement by and between UNION COUNTY, NC and LANCASTER COUNTY WATER & SEWER DISTRICT, SC ("OWNERS"), and BLACK & VEATCH INTERNATIONAL COMPANY ("ENGINEER"), dated March 10, 2009 ("the Agreement"). ENGINEER shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by all parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below. Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Agreement.

TASK ORDER NUMBER: 2

PROJECT NAME: Catawba River Water Treatment Plant / Raw Water Reservoir Expansion

PART 1.0 PROJECT DESCRIPTION:

The Catawba River Water Treatment Plant (CRWTP) is a 36-mgd water treatment facility and is owned as a joint venture by Union County, NC and Lancaster County Water & Sewer District, SC. The OWNER plans to expand the existing water treatment capacity from 36 to 54 MGD to meet the needs of customer base growth. OWNER has elected to divide the overall plant expansion into the following projects:

CRWTP Raw Water Reservoir Expansion – Expansion of the existing raw water reservoir facilities to 750 MG or greater volume. Facility improvements will include a new dam, saddle dikes, reservoir, outlet works, reservoir intake tower, reservoir pumping station, and conveyance piping. The existing reservoir pumping station will be demolished. The inlet and outlet facilities of the existing reservoir will be modified to accommodate the higher flows and to allow series operation.

CRWTP Water Treatment Plant Expansion – OWNER has selected Hobbs, Upchurch and Associates, P.A. and Marziano & McGoughan, P.A. to perform the CRWTP Water Treatment Plant Expansion.

OWNER hereby engages Black & Veatch (ENGINEER) to perform the work defined herein for the CRWTP Raw Water Reservoir Expansion (referred to as the Project or Reservoir Project).

PART 2.0 SCOPE OF BASIC SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Phase 200: Detailed Design Services

ENGINEER shall provide Detailed Design Services as set forth in Section 2.3 of the Agreement.

Phase 400 – Environmental Permitting Assistance

ENGINEER shall provide Environmental Permitting Assistance as set forth in Section 2.5 of the Agreement.

OWNER and ENGINEER will communicate frequently on the status, progress, and engineering cost incurred in the performance of this work. Budget costs for Environmental Permitting Assistance contained in this Task Order are for the period of service that is concurrent with the Detailed Design Services.

Phase 500 – Public Relations Assistance

ENGINEER shall provide Public Relations Assistance as set forth in Section 2.6 of the Agreement.

OWNER and ENGINEER will communicate frequently on the status, progress, and engineering costs incurred in the performance of this phase of work. Budget costs for Public Relations Assistance contained in this Task Order are for the period of service that is concurrent with the Detailed Design Services.

PART 3.0 ADDITIONAL SERVICES, NOT PART OF BASIC SERVICES:

Any work requested by OWNER that is not included in one of the items specific to this Task Order, and is not reasonably attendant thereto, shall be considered Additional Services or Supplemental Services. ENGINEER has not been requested to provide any Supplemental Services pursuant to this Task Order.

After written Task Order and authorization to proceed with the Bidding, Construction Administration, and Resident Project Representation Phases, ENGINEER will provide these services in accordance with the subject Agreement. These services shall be provided at a fee as stated in one or more subsequent Task Orders.

PART 4.0 OWNER'S RESPONSIBILITIES:

OWNER'S responsibilities are listed in Section 4 – OWNER'S Responsibilities of the Agreement.

PART 5.0 PERIODS OF SERVICE:

Phase 200:	Detailed Design Services	September 1, 2009 – July 15, 2010
Phase 400:	Environmental Permitting Assistance	March 10, 2009 – July 15, 2010
Phase 500:	Public Relations Assistance	September 1, 2009 – July 15, 2010

PART 6.0 PAYMENTS TO ENGINEER:

For services covered by this Task Order, the OWNER agrees to pay ENGINEER as follows:

- A. For Phase 200 – Detailed Design Services, as defined in this Task Order, a lump sum of \$1,731,525.00.
- B. For Phase 400 – Environmental Permitting Assistance, as defined in this Task Order, a budgeted amount of \$180,000.00 without further authorization based upon the ENGINEER’S Billable Hourly Rate Schedule, plus reimbursable expenses at a cost plus 15 percent (15%).
- C. For Phase 500 – Public Relations Assistance, as defined in this Task Order, a budgeted amount of \$100,000.00 without further authorization based upon the ENGINEER’S Billable Hourly Rate Schedule, plus reimbursable expenses at a cost plus 15 percent (15%).
- D. Amounts expended pursuant to this Task Order shall not exceed \$2,011,525.00 without written amendment hereto. Union County and Lancaster County Water and Sewer District shall each be responsible for payment of one-half the amount billed for accepted services.

PART 7.0 OTHER:

This Task Order is executed this _____ day of _____, 2009.

UNION COUNTY,
NORTH CAROLINA

LANCASTER CO. WATER & SEWER DISTRICT
SOUTH CAROLINA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: 500 N. Main St.
Monroe, NC 28112

Address: 1403 Kershaw-Camden Hwy
Lancaster, SC 29721

BLACK & VEATCH INTERNATIONAL COMPANY

By: _____

Name: _____

Title: _____

Address: 8520 Cliff Cameron Drive, Suite 210
Charlotte, NC 28269

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET Water and Sewer CPO Fund REQUESTED BY Kai Nelson
 FISCAL YEAR FY 2009-2010 DATE October 5, 2009

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
IFT from W&S Oper Fd	62,262,085	1,005,763	63,267,848
Contributed Capital CRWTP- Reservoir Expansion	296,389	-	296,389
	<u>62,558,474</u>	<u>1,005,763</u>	<u>63,564,237</u>

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Catawba River Water Treatment Plant Reservoir Expansion	2,702,500	1,005,763	3,708,263
All Other Water & Sewer Capital Projects	59,855,974	-	59,855,974
	<u>62,558,474</u>	<u>1,005,763</u>	<u>63,564,237</u>

EXPLANATION: Appropriate funding from unallocated funds previously transferred from Water & Sewer Operating fund to the Water & Sewer CPO for the Catawba River Water Reservoir Expansion (Black & Veatch Task Order #2)

DATE: _____

APPROVED BY: _____
 Bd of Comm/County Manager
 Lynn West/Clerk to the Board

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
IFT from W&S Oper Fd 64471400-4061	82,262,085	1,005,763	63,267,848
Contributed Capital CRWTP- Reservoir Expansion	296,389	-	296,389
	<u>82,558,474</u>	<u>1,005,763</u>	<u>63,564,237</u>

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Catawba River Water Treatment Plant Reservoir Expansion - A&E 64571400-5594-WP003	705,944	1,005,763	1,711,707
Catawba River Water Treatment Plant Reservoir Expansion - Construction 64571400-5595-WP003	1,998,556	-	1,998,556
All Other Water & Sewer Capital Projects 64471400-4061	59,855,974	-	59,855,974
	<u>82,558,474</u>	<u>1,005,763</u>	<u>63,564,237</u>

Prepared By bl
 Posted By _____
 Date _____

Number CPO - 128

UNION COUNTY - CONTRACT CONTROL SHEET

Routing Order: (1) Department, (2) Attorney, (3) Risk Management, (4) Information Systems, (5) Finance, (6) Clerk, (7) County Manager

DEPARTMENT
EVERY FIELD IN THIS SECTION MUST BE COMPLETED

2167

Party/Vendor Name: Black & Veatch

Party/Vendor Contact Person: Mr. Jeff Coggins Contact Phone: 704-968-6640

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):

Address: 8520 Cliff Cameron Drive, Suite 210 City: Charlotte ~~NC~~ 670113.5 State: NC Zip: 28269

Department: Public Works Amount: ~~550,000.00~~ aj ~~(Contract responsibility)~~

Purpose: Preliminary Engineering for CRWTP Raw Water Reservoir Expansion ~~for other (W/A)~~

Budget Code(s) (put comma between multiple codes): 64-571400-5594-WP003 ~~Tri-Party Master Agreement re~~

Amounts expended pursuant to this Agreement will be more than \$90,000. [Check if applicable]

TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: _____

If this is a grant agreement, pre-application has been authorized by the Board of Commissioners.

This document has been reviewed and approved by the Department Head as to technical content.

Department Head's Signature: [Signature] Date: 12/12/08

Approval by Board

ATTORNEY

This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No

Approval by Manager (less than \$90,000)

Approval by Manager per authorization of Board

Date of Board authorization: 1/5/09 [Signature]

Attorney's Signature: [Signature]

Date: 3/10/09

Approval by Manager subject to authorization by Board

Date Board authorization requested: _____

Clerk to confirm authorization given _____

Use Standard Template

RISK MANAGEMENT

[Include these coverages: CGL ; Auto ; WC ; Professional ; Property ; Pollution ; Nonprofit ; Technology E&O

OR See Working Copy OR No Insurance Required

(Insurance tied to contract # 1666)

Hold Contract pending receipt of Certificate of Insurance

With incorporation of insurance provisions as shown, this document is approved by the Risk Manager:

Risk Manager's Signature: [Signature] Date: 12/31/08

INFORMATION TECHNOLOGY DIRECTOR

(Applicable only for hardware/software purchase or related services)

This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature Date: _____

RECEIVED
UNION COUNTY
MAR 10 2009

Date Received: 3/10/09

BUDGET AND FINANCE

FINANCE OFFICE

Yes No - Sufficient funds are available in the proper category to pay for this expenditure.

Yes No - This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.

Budget Code: _____ Vendor No.: 17559 Encumbrance No.: 96089

Notes: CIP 09, Master Plan 05 LIT needed [Signature]

Yes No - A budget amendment is necessary before this agreement is approved.

Yes No - A budget amendment is attached as required for approval of this agreement.

Finance Director's Signature: B. Attes Date: 3/10/09

3/10/09

CLERK

Date Received: _____ Agenda Date: _____ Approved by Board: Yes No at meeting of _____

Signature(s) Required: Board Chairman/County Manager Finance Director Clerk
 Attorney Information Tech. Director Other: _____

COUNTY MANAGER

This document has been reviewed and its approval recommended by the County Manager. Yes No

County Manager's Signature: [Signature] Date: 3-10-09

PROFESSIONAL ENGINEERING SERVICES AGREEMENT AMONG
UNION COUNTY, NORTH CAROLINA
AND
LANCASTER COUNTY WATER & SEWER DISTRICT, OWNER
AND
BLACK & VEATCH INTERNATIONAL COMPANY, ENGINEER
FOR
PROFESSIONAL ENGINEERING SERVICES

MARCH, 2009

THIS IS AN AGREEMENT made as of March 10, 2009, among Union County, North Carolina, with principal offices at 500 N. Main St., Monroe, North Carolina 28112 and Lancaster County Water & Sewer District with principal offices at 1403 Kershaw-Camden Highway, Lancaster, South Carolina 29720, hereinafter collectively referred to as "OWNER" and Black & Veatch International Company, with offices at 8520 Cliff Cameron Drive, Suite 210, Charlotte, North Carolina, 28269, hereinafter referred to as "ENGINEER."

OWNER desires to retain ENGINEER, a professional engineering firm, to provide engineering services for the expansion of the Raw Water Reservoir at the Catawba River Water Treatment Plant (Project); and

ENGINEER desires to provide such services related to the expansion of the Raw Water Reservoir at the Catawba River Water Treatment Plant (Project).

OWNER and ENGINEER, in consideration of their mutual covenants, herein agree in respect of the performance of professional services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 - PROJECT TASK ORDER

1.1 This Agreement shall apply to the engineering services related to the expansion of the Raw Water Reservoir at the Catawba River Water Treatment Plant (Project). Each phase of the Project the ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.

1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to the Project, the terms of the Task Order shall control.

1.3 In performing services pursuant to this Agreement and any Task Order, ENGINEER shall comply with all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

SECTION 2 - BASIC SERVICES

ENGINEER'S basic services and responsibilities for each Task Order are outlined here and further defined in each Task Order, which is part of this Agreement as if fully set forth herein. In the event additional services are necessary, a new Task Order will be developed at the direction

of the OWNER and will formally become a part of this Agreement when executed by both parties, which Task Order shall include payment provisions and provisions for time of completion by ENGINEER. Unless expressly stated otherwise in a given Task Order, ENGINEER shall perform the services enumerated in the Task Order in addition to, and not in lieu of, those services required for each phase below.

2.1 General.

2.1.1 This Agreement sets forth ENGINEER'S basic services and responsibilities to OWNER as hereinafter provided and are further defined in the Task Order applicable to each Phase. These services will include providing professional engineering consultation and advice and furnishing (civil, structural, mechanical, electrical, process, chemical, solid waste and recovery) engineering services and architectural/engineering services incidental thereto.

2.1.2 OWNER desires to expand the capacity of the Catawba River Water Treatment Plant. OWNER has elected to divide the overall plant expansion into the following two projects:

CRWTP Raw Water Reservoir Expansion – Expansion of the existing raw water reservoir facilities to 750 MG or greater volume. Facility improvements will include a new dam, saddle dikes, reservoir, outlet works, reservoir intake tower, reservoir pumping station, and conveyance piping. The existing reservoir pumping station will be demolished. The inlet and outlet facilities of the existing reservoir will be modified to accommodate higher flows and to allow series operation.

CRWTP Water Treatment Plant Expansion – OWNER has selected Hobbs, Upchurch and Associates, P.A. and Marziano & McGoughan, P.A. to perform the CRWTP Water Treatment Plant Expansion (referred to as the WTP Project).

OWNER hereby engages ENGINEER to perform the work defined herein for the CRWTP Raw Water Reservoir Expansion (referred to as the Project or Reservoir Project). For the purposes of this Agreement, the Project has been divided into the following phases:

- Phase 100 – Preliminary Engineering Services
- Phase 200 – Detailed Design Services
- Phase 300 – Bid Phase Services
- Phase 400 – Environmental Permitting Assistance
- Phase 500 – Public Relations Assistance
- Phase 600 – Construction Administration
- Phase 700 – Resident Project Representation
- Phase 800 – Supplemental Services

Each phase of the Project is described herein and will be defined further in the Task Orders. Work shall not commence on any phase of the work until authorized in writing through the execution of the Task Orders.

The new conveyance piping system connecting the river intake and pumping station to the water treatment plant, provided under the WTP Project, will serve as the point of interface between the WTP Project and the Reservoir Project. Tees and valves will be provided in this new piping system near the reservoirs for future connection by the Reservoir Project contractor. This new conveyance piping system will be constructed in the early phases of construction, activated, and the water treatment plant operated in reservoir by-pass mode to allow the existing reservoir and existing reservoir pumping station to be removed from service. The existing reservoir will be drained, cleaned, and modified to operate in series with the new reservoir. The existing reservoir pumping station will be demolished. Raw water will be conveyed to the water treatment plant in reservoir by-pass mode for the entire duration of the Reservoir Project. Temporary chemical feed systems will be provided by the WTP Project, as required, while operating in reservoir by-pass mode. Near the completion of the Reservoir Project, conveyance piping to and from the reservoir facilities will be connected to the tees provided in the new conveyance piping system connecting the river intake and pumping station to the water treatment plant provided early under the WTP Project.

2.2 Preliminary Engineering Services

After execution of a written Task Order and authorization to proceed with the Preliminary Engineering Services, ENGINEER shall proceed as follows:

A. Administration and Coordination.

1. Conduct a project initiation meeting to clarify OWNER'S requirements for the Project; review available data and project organization and staffing; and present initial work plan and schedule.
2. Participate in informal meetings with OWNER to review progress and exchange ideas and information.
3. Conduct progress meetings with OWNER to exchange ideas and information; and present verbal status reports including the estimated completion of tasks, discussion of project issues, and a summary of work status compared to the schedule and budget.
4. Prepare and distribute the minutes for project meetings. Minutes for the project meetings will include a record of decisions made and why those decisions were made.

B. Field Investigations

Perform, through a subcontract, topographic survey of the reservoir and dam site. Horizontal and vertical benchmarks will be provided in South Carolina state plane

coordinates and North America Vertical Datum of 1983 (NAVD 83). Fieldwork will be accomplished by a combination of aerial photography and ground surveying methods. A scaled drawing will be prepared showing all the site features, including the existing contours using a 2-foot contour interval. ENGINEER has included an allowance of \$68,000.00 for these services.

C. Geotechnical Services

Provide, through a subcontract, geotechnical engineering services, including exploratory work, laboratory and field testing, and professional guidance in tests to be made at test locations based on preliminary drawings and designs and including professional interpretations of exploratory and test data. ENGINEER has included an allowance of \$507,500.00 for geotechnical services.

1. ENGINEER, through a subcontract, will complete geotechnical investigations for the Project to characterize the subsurface conditions and potential borrow sources at the site. A geotechnical investigation shall be conducted to characterize subsurface conditions at the dam/reservoir site and the intake/pump station/conveyance system sites. Specific issues to investigate include:
 - a. The dam foundation and abutment conditions
 - b. Excavation depths and seepage potential at the dam site
 - c. Foundation support for the reservoir intake tower, reservoir pumping station, spillway, and outlet works
 - d. Potential materials for an embankment dam from required excavations and borrow areas
2. The geotechnical investigation will be conducted in two phases, and each phase will be divided into separate programs for the Reservoir Intake/Reservoir Pump Station/Conveyance and the Dam/Borrow Areas/Reservoir Site. ENGINEER will prepare separate Geotechnical Work Plans. Phase 1 will be conducted early in the project, prior to establishing locations or alignments for structures. Phase 2 will be conducted during the Preliminary Design Phase once locations and alignments have been selected. The programs for the reservoir intake/reservoir pump station/conveyance will be conducted separately from the programs for the dam and reservoir site. The Geotechnical Work Plans will consist of the plan and procedures for the following:
 - a. Geologic mapping
 - b. Geophysical surveys

- c. Test borings
 - d. In situ materials testing
 - e. Test pits and test trenches
 - f. Laboratory testing
3. The geotechnical investigations shall be executed in general accordance with the Work Plans after receiving approval and access permission from OWNER. Changes to the Work Plans may be required due to conditions encountered. The changes and reasons for these changes will be transmitted to OWNER if and when they occur. A data package of field and laboratory test results will be compiled following the Phase 1 investigations for planning the Phase 2 investigations and for use in alternatives analysis. Following completion of the Phase 2 investigations, the Phase 1 and 2 data will be combined into a single Geotechnical Data Report.

D. Environmental Services

Provide, through a subcontract, environmental services. The environmental services will be executed as defined in Phase 400 – Environmental Permitting Assistance.

E. Permitting Assistance

1. Permitting Assistance. Provide assistance to OWNER in obtaining permits and approvals from federal, state, and local agencies and from utility companies. Permitting assistance for environmental permitting will be performed under Phase 400 – Environmental Permitting Assistance. The following permits and approvals are anticipated:
- a. Preliminary Engineering Report Approval; review by SC DHEC.
 - b. Local Code Review/Building Permit; review by Lancaster County.
 - c. Water Supply Permit to Construct; review by SC DHEC.
 - d. Application to Construct or Alter a Dam; review by SC DHEC.
 - e. Notice of Intent (NOI) for Stormwater Discharges from Large and Small Construction Activities, NPDES General Permit SCR 100000; review by SC DHEC.
 - f. Approval to Place in Operation; review by SC DHEC.

2. **Regulatory Meetings.** Assistance will include the following:
 - a. Preparation of applications, exhibits, and supporting documentation as necessary for OWNER'S execution and submittal.
 - b. Furnishing additional information about the design.
 - c. Communicating with agencies as necessary. A total of three meetings are anticipated.

F. **Reservoir Assessment**

1. Establish operational procedures and system flexibility for the complete Project – includes reservoir, reservoir intake/reservoir pump station, water treatment plant expansion, river intake and river pump station. A joint meeting with OWNER, ENGINEER, and WTP Project engineer will be required for this activity.
2. Determine OWNER requirements for water storage and usage, conveyance redundancy, and other project issues that may affect the layout of Project features.
3. **Development of Alternatives**
 - a. Prepare concept level drawings for each dam alternative showing a plan view and typical cross-sections.
 - b. Estimate material quantities to the extent necessary to prepare concept level cost estimates and prepare a concept level opinion on costs.
 - c. Devise dam alternatives potentially consisting of, but not limited to, RCC, earth or earth-rockfill, and earth-RCC dam types.
 - d. Devise outlet works, reservoir intake and reservoir pump station alternatives that satisfy OWNER operation and flexibility requirements.
 - e. Contact oversight agencies as required and as authorized by OWNER.
 - f. Prepare a Technical Memorandum on concept alternatives in sufficient technical detail to illustrate main components and technical feasibility.
4. **Evaluation of Alternatives**
 - a. Work with OWNER to develop a simple and clear selection process appropriate for OWNER's objectives and priorities.

- b. Consider issues such as technical feasibility, geotechnical considerations and available materials, site constraints and utilization, constructability, cost effectiveness, regulatory requirements, operations and maintenance, and environmental impacts.
- c. Prepare a Technical Memorandum on Concept Alternative Evaluation to document the basis of the alternatives evaluation and ranking process.

5. Design Criteria

- a. Determine requirements to comply with water quality and quantity objectives.
- b. Determine applicable dam design requirements acceptable to South Carolina.
- c. Determine flowby and reservoir evacuation criteria as inputs to design of the outlet works
- d. Identify type, number, capacity, size, and operating rates for major mechanical components.
- e. Prepare a technical memorandum summarizing the selected facility design criteria. Review with OWNER and revise as required.

G. Facilities Plan

- 1. Develop preliminary sketches for the following facilities:
 - a. Develop reservoir layout that includes the dam, reservoir intake tower, outlet works, reservoir pump station and chemical feed structures.
 - b. Develop hydraulic profiles.
 - c. Conceptual dam plan, profile, cross sections and structure floor plans.
 - d. Conceptual facilities demolition plan for existing reservoir pump station.
- 2. Develop preliminary design information for the following facilities:
 - a. Main dam and saddle dikes.
 - b. Reservoir intake tower and outlet works.

- c. Saddle and protective dikes.
 - d. Reservoir pump station.
 - e. Existing reservoir structural modifications.
 - f. Architectural and structural concepts.
 - g. Heating, ventilating, and air conditioning systems.
 - h. Electrical, instrumentation and controls systems.
 - i. Security systems (match system being designed under WTP Project).
3. Develop basic utilities services concepts, including standby power or redundant power supply.
 4. Evaluate and establish monitoring, control, and operating systems for the facilities.
 5. Design of the power infrastructure, SCADA infrastructure, security cameras and alarms will be performed by the WTP Project. Reservoir Project will coordinate as needed.
 6. Develop a site master plan for the plant site. This master plan will address site requirements for the recommended reservoir size, dam, pump station and related facilities.

H. Design Memorandum

1. A design memorandum will be prepared to provide a concise summary of design data and other information to be used for a basis of design for the facilities. Tabular format will be used where practical. The design memo will include pertinent information from the facility evaluations and detailed information as required to provide the following information:
 - a. Datum
 - b. Applicable codes and standards.
 - c. Site survey and geotechnical investigation information.
 - d. Detailed process flow diagram(s), with piping, pumps, valves, gates, and flow meters.

- e. Preliminary hydraulic profiles.
 - f. General site layout.
 - g. Main dike layout.
 - h. Reservoir intake tower and outlet works layouts.
 - i. Saddle and protective dikes layouts.
 - j. Reservoir pumping station facilities layout.
 - k. Other structure layouts.
 - l. Major electrical systems description, including standby power.
 - m. Major instrumentation and control systems description.
 - n. Auxiliary systems descriptions, e.g., sampling systems, security systems.
 - o. Special instructions from OWNER, e.g., standardized equipment.
 - p. Opinion of Probable Construction Cost.
 - q. Project Schedule.
2. Conduct quality control review and revise as required. Submit to OWNER for review and comment.
 3. After OWNER has reviewed and commented, make any necessary modifications and submit revised design memorandum to State agency and to OWNER for review and comment.
 4. After receipt of comments, revise design memorandum and submit to OWNER and to State agency, as required.
 5. Prepare an Opinion of Probable Construction Cost for the proposed dam, reservoir, reservoir intake tower, reservoir pump station, chemical building, and other portions of the proposed facility.

2.3 Detailed Design Services

After execution of a written Task Order and authorization to proceed with Detailed Design Services, ENGINEER shall proceed as follows:

A. Administration and Coordination.

1. Conduct a design initiation meeting to clarify OWNER's requirements for the Project, review available data and project organization and staffing, and present initial work plan and schedule.
2. Arrange for and participate in informal meetings with OWNER throughout the design phase to review progress and exchange ideas and information.
3. Prepare and distribute the minutes for project meetings. Minutes for the project meetings will include a record of decisions made.
4. Provide project management to coordinate activities of the project team and to provide overall Project direction to meet OWNER's objectives. Coordinate communication with OWNER and agencies.
5. Conduct internal quality control reviews and constructability reviews at Project milestones.
6. As part of the Basic Design Services, the ENGINEER shall produce interim documents for the purpose of review by OWNER's staff and ENGINEER's quality control. The interim documents shall serve as milestones wherein certain features shall be fixed after a period of OWNER review. The purpose of the interim documents and fixing certain features shall be to communicate the design progress and avoid later revisions that would impact design efficiency and Project cost and schedule. Changes made after fixing features will be considered additional services.
7. Prepare detailed drawings and specifications and other contract documents for the proposed construction work and for the materials and equipment required.

The documents shall be prepared for selection of private construction contractors on a competitive bid basis for a single prime contract, in accordance with South Carolina law and North Carolina law.

ENGINEER's standard specifications (front-end documents and technical specifications and standard detailing techniques) shall be used. Contract drawings shall be produced using Auto CAD 2008.

8. Prepare an opinion of probable construction cost at the preliminary design phase and at the conclusion of Level 3. Provide Project Cost Trend Reports at Design Level 1, 2, and 3 meetings. Trend Reports shall include a concise summary of unanticipated and OWNER-requested changes to the scope of work and cost of each item.

9. Prepare detailed drawings and specifications for a single construction contract.

B. Level 1 Design

1. Deliverables.

- a. Revisions to Engineering Design Memorandum.
- b. Level 1 drawings (22-inch by 34-inch).
- c. Draft major process equipment (electrically powered) specifications.
- d. Project Cost Trend Reports.

2. Decisions. Finalize process schematics; dimensions of the floor plans and major sections of all new structures and their location on site; site plan; interior dimensions of rooms; locations of HVAC, plumbing, and electrical corridors; locations of major process equipment and piping within rooms; electrical power distribution concept diagrams; and instrumentation/control concept.

3. Discussion. Level 1 Drawings will include the following:

- a. Process flow schematics.
- b. Dam and dike layout, profiles, cross sections.
- c. Site grading and piping plans showing final dimensions.
- d. Civil/structural floor plans (all structures).
- e. Major process equipment details and preliminary piping layouts.
- f. Equipment tag numbers.
- g. Architectural layouts sufficient to establish room sizes.
- h. Preliminary roof plans.
- i. Preliminary process and instrumentation diagrams (P&IDs) and control block diagrams.
- j. Preliminary HVAC layout plans.
- k. Preliminary electrical power distribution diagrams.

Upon completion of Level 1, ENGINEER's quality control team will review the deliverables. Revisions shall be finalized before proceeding with Design Level 2. Level 1 represents approximately 30 percent of the design effort.

C. Level 2 Design

1. Deliverables
 - a. Level 2 drawings.
 - b. Preliminary Technical Specifications.
 - c. Updates (if any) to the Engineering Design Memorandum.
 - d. Project Cost Trend Reports.
2. Decisions. Finalize furnishings within dimensioned spaces and control system block diagrams.
3. Discussion. Level 2 drawings shall include the following:
 - a. Refined dam and dikes layouts, profiles and cross sections.
 - b. Revised structural and architectural layouts for all structures (reservoir intake tower, outlet works, and reservoir pumping station).
 - c. Preliminary excavation plans.
 - d. Preliminary borrow plans.
 - e. Preliminary reservoir clearing plans.
 - f. Preliminary site grading plans.
 - g. Preliminary architectural building elevations, wall sections, and reflected ceiling plans.
 - h. Preliminary plumbing layout plans.
 - i. Preliminary plumbing equipment/fixture schedules including low water use fixtures.
 - j. Revised HVAC layout plans.
 - k. Preliminary electrical motor control schematics and one-line drawings.

- l. Major electrical equipment layout plans.
- m. Interior lighting plans and lighting panel schedule.
- n. Revised P&IDs.
- o. Control system block diagrams.

Upon completion of Level 2 design, ENGINEER's quality control team will review the deliverables. Revisions shall be made before proceeding with electrical plans, plumbing, HVAC, and other Level 3 Design work. Level 2 represents approximately 60 percent of the design effort.

D. Level 3 Design

- 1. Deliverables.
 - a. Front-end documents.
 - b. Technical specifications.
 - c. Level 3 drawings.
 - d. Updates (if any) to the Engineering Design Memorandum.
 - e. Final Opinion of Probable Construction Cost.
- 2. Decisions. Make final coordination checks and remaining decisions on plans and specifications.
- 3. Discussion. Level 3 drawings shall include the following:
 - a. Final site grading and piping plans with final coordinates.
 - b. Final process flow schematics.
 - c. Final building elevations, wall sections, and architectural details.
 - d. Final civil plans and details.
 - e. Final structural plans and details.
 - f. Final plumbing plans, schedules, schematics, and details.
 - g. Final HVAC plans and details.

- h. Final instrument schedules, P&IDs, and control panels.
- i. Final control system block diagrams.
- j. Final lighting plans, fixtures, and panel schedules.
- k. Final electrical power and site plans.
- l. Final electrical one-lines, schematics, and details.

Level 3 Design shall include providing sealed drawings for submittal to state review agencies. Drawings shall be annotated to be a review set only and not for construction.

2.4 Bid Phase Services

After execution of a written Task Order and authorization to proceed with Bid Phase Services, ENGINEER shall proceed as follows:

2.4.1 Assist OWNER in advertising for a single prime contract for construction, materials, equipment and services; maintain a record of prospective bidders to whom Contract Documents have been issued; attend and conduct pre-bid conference; and receive and process payments for Contract Documents. Payments received for Contract Documents from potential bidders will be retained by ENGINEER to offset reproduction costs.

2.4.2 Prepare addenda as appropriate to interpret, clarify, or further define the Contract Documents. Addenda will be issued by OWNER.

2.4.3 Consult with and advise OWNER to determine the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the Contract Documents.

2.4.4 Attend and conduct the bid opening and prepare certified bid tabulation sheets. Evaluate bids or proposals and assemble contracts for construction, materials, equipment, and services. Assist OWNER in contract award process.

2.5 Environmental Permitting Assistance

There are many environmentally sensitive elements to the WTP Project and Reservoir Project that will require regulatory reviews and approvals at both the Federal and State levels. Many of these environmental concerns are common to both projects and will be reviewed and approved as if the two projects were actually one project. As such, OWNER desires the environmental permitting for both projects to be performed as part of the Reservoir Project. ENGINEER, with the aid of their environmental sub-consultant, will provide assistance to OWNER in obtaining the environmental permits and approvals for both the WTP Project and the Reservoir Project.

Non-environmental permits and approvals and permits specific to the WTP Project or to the Reservoir Project will be obtained through the respective project's Scope of Work and not through the provisions of Phase 400 - Environmental Permitting Assistance. Permitting assistance for non-environmental permits for the Reservoir Project is defined in Section 2.2-E, entitled Permitting Assistance.

After execution of a written Task Order and authorization to proceed with Environmental Permitting Assistance, ENGINEER shall proceed as follows:

- A. Conduct a joint meeting with OWNER, ENGINEER, and WTP Project engineer to define roles, responsibilities, support, and schedule for submitting the environmental permitting applications, for preparation and attendance at regulatory meetings, and for responding to questions and concerns expressed by the regulatory agencies. ENGINEER will prepare and submit the permit applications, will preside at the regulatory meetings, and will respond to regulatory questions specific to the Reservoir Project or of the combined projects. OWNER will supply to the ENGINEER, through their WTP Project engineer, all supporting information specific to the withdrawal from the Catawba River, to the design and construction of the river intake, river pumping station, and conveyance pipeline to the water treatment plant, of the capacity, design, and construction of the water treatment and waste stream handling and disposal systems, of the water storage, pumping, and transmission systems, and any other element specific to the WTP Project.
- B. Prior to beginning the permitting process, conduct a meeting with the USACE to confirm the Project will be permitted in compliance with the National Environmental Policy Act (NEPA) by following Environmental Assessment (EA) procedures. Due to the project size and anticipated impacts to jurisdictional areas, significant cultural resources, and endangered species, the requirement for an Environmental Impact Statement (EIS) is not anticipated.
- C. Following confirmation that an EIS is not required, develop an appropriate environmental permitting strategy for the overall project. The following is a preliminary outline of the environmental permitting strategy to be implemented:
 1. Project Initiation
 - a. Initial review of project areas
 - b. Complete the jurisdictional delineation and verify with USACE
 - c. Reviewing on-site and off-site alternatives
 - d. Perform Endangered and Threatened Species review/surveys
 - e. Conduct Cultural Resource surveys

- f. Develop mitigation plan
2. Document Preparation
- a. Prepare USACE Section 404 and SC DHEC Section 401 Permit Applications
 - b. Prepare Environmental Assessment
 - i. Purpose and Need of the project
 - ii. Alternatives Analysis
 - 1. review potential alternative sites
 - 2. prepare documentation for final analysis
 - iii. Compilation and analysis of Endangered Species Info
 - 1. complete reviews/surveys for specific species
 - 2. prepare documentation for final permit package
 - iv. Compilation and analysis of Cultural Resources Info
 - 1. coordinate with State Historical Preservation Office (SHPO)
 - 2. complete field surveys for Phase I/II assessment
 - 3. prepare final documentation for Phase I/II assessment
 - 4. if required after review by SHPO, prepare and submit Phase III assessment (including more intensive data recovery, field surveys and document preparation).
 - v. Compilation of final mitigation plan
 - 1. determine bank feasibility
 - 2. complete mitigation site search
 - 3. determine ownership/legal issues
 - 4. develop conceptual design of required mitigation

5. prepare documentation for final permit package
3. Document Submittal and Review by US ACOE and SC DHEC.
 - a. Once the documents are complete, each package will be submitted to the appropriate agency, which will then begin their processing. The applications will be reviewed for completeness and any requested changes will be made.
4. Public Notice Period
 - a. After the permit package has been determined to be complete, a public notice will be issued for 30 days to: (1) all federal and state agencies with an interest in the Project, (2) all adjacent landowners, and (3) anyone who has expressed an interest in the Project or who have been placed on the list to receive all public notices by that particular agency.
5. First Round Response to Comments
 - a. After the public review period, the agencies will provide all of the comments received to the applicant. Responses will be formulated for each comment and provided back to the agencies.
6. Second Round Response to Comments
 - a. Generally additional clarification may be required after the first round of responses. Responses will be formulated for each comment and provided back to the agencies.
7. Permit Issuance
 - a. After all comments have been addressed, mitigation concepts agreed upon and the USACE is confident in their findings, the permit can be issued.
- D. It is anticipated that the preliminary design and detailed design for both the WTP Project and the Reservoir Project will be executed concurrent with the development, submission, review, and response processes required of the environmental permitting by the USACE and SC DEHC.
- E. Environmental Impact Statement (EIS) and Interbasin Transfer (IBT) assistance is not included in the basic scope of services. These services may be added, if needed, as supplemental services.
- F. OWNER and ENGINEER agree that the time and effort required to obtain successfully the needed environmental permits and approvals are not well defined and could be

lengthy and time consuming. As a result, compensation for work covered in Phase 400 - Environmental Permitting Assistance has been separated from the other phases of work and will be tracked and invoiced based on billable hourly rates plus expenses. OWNER and ENGINEER will communicate frequently on the status, progress, and engineering costs incurred in the performance of this phase of work.

2.6 Public Relations Assistance

There are elements of the WTP Project and Reservoir Project that may face opposition from social, political, territorial, and environmental perspectives. Many of the issues and concerns are common to both projects. As such, OWNER desires public relations assistance for both projects be performed, as define herein, as part of the Reservoir Project. ENGINEER, with the aid of their public relations sub-consultant, will provide public relations assistance to OWNER in helping to shape the perceptions of all stakeholders towards a real and productive understanding of the projects.

After execution of a written Task Order and authorization to proceed with Public Relations Assistance, ENGINEER shall proceed as follows:

- A. Conduct a joint meeting with OWNER, ENGINEER, and WTP Project engineer to define roles, responsibilities, support, and schedule for performing public relations. ENGINEER will develop approach and will schedule, coordinate, and preside at the stakeholders meetings. ENGINEER will produce all supporting documentation and information needed specific to the Reservoir Project. OWNER will supply to ENGINEER, through OWNER's WTP Project engineer, all supporting documentation and information specific to the withdrawal from the Catawba River, to the design and construction of the river intake, river pumping station, and conveyance pipeline to the water treatment plant, of the capacity, design, and construction of the water treatment and waste stream handling and disposal systems, of the water storage, pumping, and transmission systems, and any other element specific to the WTP Project. WTP Project engineer will also participate in the preparation and presentation of materials and topics at the stakeholders meetings.
- B. Develop an appropriate public relations strategy for the overall project. Before engaging in public relations activities, ENGINEER will work with OWNER to understand and quantify the potential concerns and associated persons or groups having concerns about the overall project. Then a plan will be developed to proactively address each concern. It is anticipated that several stakeholder group meetings will be required each attended by representatives with very diverse interests.
- C. It is anticipated that the preliminary design and detailed design for both the WTP Project and the Reservoir Project will be executed concurrent with the public relations assistance.

- D. OWNER and ENGINEER agree that the time and effort required to conduct successfully the public relations activities are not well defined and could be lengthy and time consuming. As a result, compensation for work covered in Phase 500 - Public Relations Assistance has been separated from the other phases of work and will be tracked and invoiced based on billable hourly rates plus expenses. OWNER and ENGINEER will communicate frequently on the status, progress, and engineering costs incurred in the performance of this phase of work.

2.7 Construction Administration

After execution of a written Task Order and authorization to proceed with Construction Administration, ENGINEER shall proceed as follows:

A. Project Administration. ENGINEER will perform project administration services during the construction phase of the Project. By performing these services, ENGINEER shall not have authority or responsibility to supervise, direct, or control the contractor's work or the contractor's means, methods, techniques, sequences, or procedures of construction. ENGINEER shall not have authority or responsibility for safety precautions and programs incident to the contractor's work or for any failure of the contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the contractor furnishing and performing the work. Nothing herein shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by ENGINEER, his employees, subcontractors, agents, consultants, and assigns in this Agreement and the Contract Documents. Specific services to be performed by ENGINEER are as follows:

1. Receive the contractor's insurance certificates and forward the certificates to OWNER for acceptance by OWNER'S Risk Administrator. ENGINEER's receipt of the insurance certificates is only for the purpose of determining if the contractor maintains the general types and amounts of insurance required by the Contract Documents. ENGINEER will not perform a legal review to determine if the contractor's insurance coverage complies with all applicable requirements.
2. On behalf of OWNER, issue notice to proceed to contractor.
3. At a date and time selected by OWNER and at a facility provided by OWNER, conduct preconstruction conference for the project. ENGINEER shall prepare agendas for the conference, and prepare and distribute minutes. The preconstruction conference shall include a discussion of the contractor's tentative schedules, procedures for transmittal and review of the contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the contractor's responsibilities for safety and first aid.
4. Review and comment on the contractor's initial and updated construction schedules and advise OWNER as to acceptability.

5. Analyze the contractor's construction schedules, activity sequences, and construction procedures as applicable to OWNER'S ability to keep existing facilities in operation and coordination with work being conducted by OWNER.
6. Make periodic visits to the construction sites, observe with reasonable care progress of the work, and consult with OWNER and the contractor concerning problems and progress of the work.
7. Schedule and attend monthly progress meetings, and other meetings with OWNER and the contractor when necessary, to review and discuss construction procedures and progress scheduling, engineering management procedures, and other matters concerning the Project. Preside at the monthly construction progress meeting. Record and distribute minutes of the monthly progress meetings.
8. Review, with reasonable care and for conformity to the Contract Documents and for ENGINEER'S acceptance, shop drawings, O&M manuals, and other data submitted by the contractor as required by the Contract Documents. ENGINEER'S review shall not relieve the contractor of any of their contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto. ENGINEER'S review of subsequent re-submissions due to the contractor's failure to provide all previously requested corrected data or additional information will be considered supplemental services. The Contract Documents will require the contractor to reimburse OWNER for these Supplemental Services.
9. Receive and forward guarantees, bonds, and certificates of inspection, and tests and approvals which are to be assembled by the contractor in accordance with the Contract Documents.
10. Interpret construction Contract Documents when requested by OWNER or the contractor. Evaluate and respond to request for information (RFI) from contractor.
11. Review and process the contractor's monthly payment requests, and forward to OWNER if appropriate. ENGINEER'S review shall be for the purpose of making a full independent mathematical check of the contractor's payment request. ENGINEER is responsible for determining whether the progress of the work is consistent with the requirements of the construction schedules submitted by the contractor at the time of contractor's payment requests. Nothing herein shall confer liability upon ENGINEER for contractor's completion of Project according to the schedule set forth in the Contract Documents.
12. Provide documentation and administer the processing of change orders, including applications for extensions of construction time. Evaluate the cost and scheduling

aspects of all change orders and, where necessary, negotiate with the contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of OWNER.

13. Work related to unusually complex or unreasonably numerous claims is covered in supplemental services.
14. Upon completion of the Project, revise the Contract Drawings to conform to the construction records. Submit AutoCAD 2008 Drawing files on electronic CD and five hard print copies of drawings to OWNER for the Project.
15. Act on claims of OWNER and the contractor relating to the acceptability of the work or the interpretation of the requirements of the construction Contract Documents.
16. Analyze data from performance testing of equipment by the contractor, or supplier when the Contract Documents require the equipment to be tested after installation. Submit conclusions to OWNER.
17. Upon substantial completion of the project, inspect the construction work and prepare punch-list of those items to be completed or corrected before final completion of the Project. Submit results of the inspections to OWNER and the contractor.
18. Upon completion or correction of the items of work on the punch-list, conduct final inspection to determine if the work is completed. Provide written recommendation concerning final payment to OWNER, including a list of items, if any, to be completed prior to making such payment.
19. Request consent of surety to final payment for the contractor.
20. Materials Testing. OWNER will retain another firm to conduct soil subsurface and compaction testing and material testing. ENGINEER will coordinate with soils and materials testing firm(s).

2.8 Resident Project Representative

After execution of a written Task Order and authorization to proceed with Resident Project Representative, ENGINEER shall proceed as follows:

ENGINEER will furnish resident services during construction. One full-time Resident Project Representative is included for the duration of the project. The Resident Project Representative's time is based on 40 hours per week with no overtime.

- A. OWNER and ENGINEER agree that representation at the site shall be provided. ENGINEER shall provide Resident Project Representative to inspect the progress and quality of the work of the contractor. Field representation shall be as indicated above, and

is intended to be at a sufficient level to inspect the contractor's work. ENGINEER shall notify OWNER promptly if above level of field representation is insufficient to inspect work as defined by ENGINEER and OWNER.

- B. Such Field Representatives shall be selected, employed, and directed by ENGINEER. The duties, responsibilities and limitations of authority of such Field Representatives shall be described in the EJCDC General Conditions of the Contract Documents and as detailed herein.
- C. Through more extensive on-site inspections of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, ENGINEER shall use reasonable effort to provide further protection for OWNER against defects and deficiencies in the work of the contractor. However, ENGINEER shall not, during such visits or as a result of such inspections of contractor's work in progress, supervise, direct, or have control over contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by contractor, for safety procedures and programs incident to the work of contractor, for any failure of contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor's performing and furnishing the work, or responsibility of construction for contractor's failure to furnish and perform the work in accordance with the Contract Documents.

The duties and responsibilities of the Resident Project Representative are limited to those of ENGINEER in Engineer's Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

- 1. General. Resident Project Representative is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. Resident Project Representative's dealing with contractor's subcontractors shall only be through or with the full knowledge and approval of contractor. Resident Project Representative shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
- 2. Duties and Responsibilities of Resident Project Representative
 - a. Schedules. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.
 - b. Conferences and Meetings. Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other

project-related meetings, and prepare and circulate copies of minutes thereof.

- c. Liaison. Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.
- d. Assist in obtaining from OWNER additional details or information when required for proper execution of the work.

3. Shop Drawings and Samples.

- a. Advise ENGINEER and contractor of the commencement of any work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.

4. Review of Work, Rejection of Defective Work, Inspections and Tests.

- a. Conduct onsite inspections of the work in progress to assist ENGINEER in determining if the work is proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever Resident Project Representative believes that any work will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems stamps and operating and maintenance training are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

- e. Coordinate and review the results of tests made by the independent soils and materials testing laboratory.
 - f. Interpretation of Contract Documents. Report to ENGINEER when clarification and interpretation of the Contract Documents is needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.
 - g. Modifications. Consider and evaluate contractor's suggestions for modifications in Drawings or Specifications and report with Resident Project Representative's recommendations to ENGINEER. Transmit to contractor in writing decisions as issued by ENGINEER.
5. Records.
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract Documents, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to contractor and other Project related documents.
 - b. Prepare a daily report, keep a diary or log book, recording contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
6. Reports.
- a. Furnish to ENGINEER periodic reports as required of progress of the work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspection or start of important phases of the work.

- c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER the occurrence of any accident.
7. Payment Requests.
- a. Review Applications for Payment with contractor for compliance with the established procedures for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requests to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
8. Certificates, Maintenance and Operations Manuals.
- a. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER to review for forwarding to OWNER prior to final payment for the work.
9. Completion.
- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to contractor a list of observed items requiring completion or correction.
 - b. Observe whether contractor has performed inspections required by rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
 - c. Conduct a final inspection in the company of ENGINEER, OWNER and contractor and prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptance of the work.
- D. Limitations of Authority by Resident Project Representative.

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER, based on authorization from Owner.
 2. Shall not exceed limitations of ENGINEER's authority as set forth in this Agreement or the Contract Documents.
 3. Shall not undertake any of the responsibilities of contractor, subcontractors, suppliers or contractor's superintendent.
 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, procedures of construction, or health and safety procedures unless such advice or directions are specifically required by the Contract Documents.
 5. Shall not accept Shop Drawing or Sample submittals from anyone other than contractor.
 6. Shall not authorize OWNER to occupy the Project in whole or in part. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.
- F. OWNER and ENGINEER acknowledge that the contractor shall be solely responsible for all construction means and methods, including all safety and environmental procedures and programs necessary in connection with the work under the Contract Documents. However, should the ENGINEER's Resident Project Representative have actual knowledge that a condition exists at the site which he knows to be in violation of OSHA or other established safety regulations or which may lead to imminent danger of injury or death, the Resident Project Representative shall notify a representative of the contractor of the observed condition. If, to the best of the ENGINEER's actual knowledge and belief the conditions are not promptly corrected, the Resident Project Representative shall notify OWNER and the OSHA enforcement agency.

SECTION 3 - SUPPLEMENTAL SERVICES

- A. Any work requested by OWNER that is not included in one of the items listed in any other phase, and is not reasonably attendant thereto, will be classified as Supplemental Services.

Supplemental Services are not included in Basic Services; and shall be provided if authorized by Task Order by OWNER and shall be paid by OWNER as provided in this Agreement, in addition to compensation for Basic Services.

- B. Supplemental services shall include, but are not limited to:

1. Special consultants or independent professional associates required by OWNER.
2. Raw water quality monitoring, sampling, and analyses.
3. Pilot testing programs and laboratory and analytical testing associated with pilot testing.
4. Additions or modifications to the Design Memorandum to update or revise the original content at the request of OWNER.
5. Changes in the general scope, extent, or character of the project, including, but not limited to:
 - a. Changes in size or complexity.
 - b. OWNER's schedule, design, or character of construction.
 - c. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond ENGINEER's control.
6. Additional permitting or regulatory meeting assistance. Payment of permitting fees.
7. Value engineering reviews or services.
8. Revisions of design, drawings, and specifications to incorporate changes arising from value engineering type reviews.
9. Provisions, through a subcontract, for aerial photography as requested or approved by OWNER.
10. Design of SCADA for water system facilities to incorporate the reservoir pumping station or other facilities provided under the Reservoir Project.
11. Environmental permitting assistance beyond the effort and budget outlined for Phase 400 – Environmental Permitting Assistance.
12. Permitting and regulatory approval assistance with Interbasin Transfer (IBT) or Environmental Impact Statement (EIS).
13. Public relations assistance beyond the effort and costs outlined for Phase 500 – Public Relations Assistance.

14. Assistance in financially related transactions for the Project.
15. Supplemental engineering work required to meet the requirements of funding agencies that become effective subsequent to the date of this agreement.
16. Coordination of and expenses for trips with OWNER to reservoir sites, raw water pumping stations, or other facilities to review facility features and operation and maintenance requirements of equipment or facilities proposed for this Project.
17. Design, bidding, and construction phase services for implementation of environmental mitigation measures required as an outcome of an Environmental Assessment.
18. Provisions, through a subcontract, for implementation of environmental mitigation measures required as an outcome of an Environmental Assessment.
19. Hazardous materials testing and subsequent provisions for hazardous materials handling and disposal.
20. Preliminary design and design phase services of other facilities not specifically identified in the project description section of this Agreement.
21. Training and exercising of the Emergency Action Plan for the dam/reservoir.
22. Assistance with bid protests and rebidding.
23. Preparation for litigation, mediation, or other legal or administrative proceedings; and appearances in court or at mediation sessions in connection with bid protests, change orders, or construction incidents.
24. Services for making revisions to Drawings and Specifications made necessary by the acceptance of substitutions proposed by the contractors; and services after the award of contract for evaluating and determining the acceptability of substitutions proposed by the contractors.
25. Services resulting from significant delays, changes, or price increases caused directly or indirectly by shortages of materials, equipment, or energy.
26. Provisions, through a subcontract, of photographs or videotapes of the construction site topographic and infrastructure features prior to starting construction, and following completion of construction.
27. Provision, through a subcontract, of geotechnical engineering and materials testing services required during construction.

28. Provision, through a subcontract, of laboratory and field testing required during construction and of any special reports or studies on materials and equipment requested by OWNER.
29. Observing factory tests of equipment.
30. Operations and maintenance manual and operations training and startup assistance.
31. Specialized field testing for any equipment.
32. Special reports requested by OWNER concerning facilities operation and personnel matters during the operation startup period.
33. Assistance in correction of warranty items during the correction period.
34. Submittal, at the end of 1 year of operation of the facilities, of a report to OWNER either certifying that the plant complies with NPDES permit or stating the reasons for noncompliance, including recommendations for placing the plant in compliance.
35. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work by any contractors, (3) acceleration of the progress schedule involving service beyond normal working hours, (4) default by any contractor, and (5) failure of the contractor to complete the work within the time set forth under the Contract Documents.
36. Additional project representation beyond one full-time resident for the durations indicated in Phase 700.
37. Specialty inspection services beyond the allowance amount indicated in Phase 600.
38. Partnering services during construction.

SECTION 4 - OWNER'S RESPONSIBILITIES

OWNER shall perform the following in a timely manner so as not to delay the services of ENGINEER:

4.1 Designate in writing a person to act as OWNER's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and make decisions

with respect to ENGINEER's services for the Project, except those decisions which require approval by the Board of CRWTP and the respective boards of Union County and Lancaster County Water and Sewer District pursuant hereto.

4.2 Provide to ENGINEER any data, plans, reports and other information known to, in possession of, or under control of OWNER which are relevant to the execution of ENGINEER's duties on the Project; provide all criteria and full information as to OWNER's requirements for the Project, including design criteria, objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations.

4.3 Arrange for access to, and make all provisions for ENGINEER or any subconsultants of ENGINEER to enter upon public and private property as required by ENGINEER and its subconsultants, to perform services under this Agreement.

4.4 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER; obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

4.5 Provide, through the WTP Project Engineer, all supporting information specific to the WTP Project in support of obtaining the environmental assessments and other environmental permits.

4.6 Provide through the WTP Project Engineer, all supporting information specific to the WTP Project in support of the Public Relations Assistance.

4.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and approvals and consents from others as may be necessary for completion of the Project, except those approvals, permits and consents to be provided by ENGINEER pursuant to this agreement.

4.8 Provide payment of all permitting fees.

4.9 Provide accounting, independent cost estimating and insurance counseling services as necessary for the Project, legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, but not uniquely to ENGINEER and in a context adverse to OWNER, auditing service as OWNER may require to ascertain how or for what purpose any contractor has used the monies paid under the construction contract, and inspection services as OWNER may require to ascertain that contractor is complying with any laws, rules, regulations, ordinances, codes or orders applicable to his furnishing and performing the work.

4.10 Advertise for proposals from bidders, open the proposals at an appointed time and place,

and pay for all costs incidental thereto.

4.11 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any condition that affects the scope or timing of ENGINEER's services, or any defect or nonconformity in the work of any contractor.

4.12 Provide, through a subcontract, geotechnical engineering and materials testing services during construction.

4.13 At no cost to ENGINEER, provide the above data and services and shall render approvals and decisions as is necessary for the orderly progress of ENGINEER's services. ENGINEER shall be entitled to rely upon the accuracy and completeness of all information and services provided by OWNER or at OWNER's direction, unless ENGINEER knows or in the exercise of reasonable professional skill and care should or would have reason to know that information and services provided by OWNER were inaccurate or not completely accurate.

SECTION 5 - PERIODS OF SERVICE

5.1 The provisions of this Section 5 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed in anticipation of the orderly and continuous progress of the Project through completion of the services contained herein. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the performance of ENGINEER's services and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

5.2 The services required for the various phases shall be performed within the time stipulated and mutually agreed in the Task Order for which services are authorized.

5.3 ENGINEER's services shall be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER; or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, provided no dispute exists as to the quality of ENGINEER's submissions or work.

5.4 If OWNER requests significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services and the various rates of compensation shall be adjusted equitably.

SECTION 6 - PAYMENTS TO ENGINEER

6.1 Methods of Payment for Services and Expenses of ENGINEER.

6.1.1 Payroll Cost shall mean the salary and wages at the time services are performed of all personnel engaged directly on the Project, including, but not limited to, engineers, architects, scientists, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment; excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation, holiday pay, and other benefits.

6.1.2 Direct Labor Costs shall mean salary and wages at the time services are performed of all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel, but does not include indirect payroll-related costs or fringe benefits.

6.1.3 Per Diem shall mean an hourly rate as stated in the Task Order to be paid to ENGINEER as total compensation for each hour an employee of ENGINEER works on the Project, plus Reimbursable Expenses.

6.1.4 Overhead Multiplier shall mean a factor by which the Direct Labor Cost is multiplied to compensate for general and administrative overhead. When the basis of compensation is Per Diem, the Overhead Multiplier includes profit. When the basis of compensation is Cost Plus Fixed Fee, the Overhead Multiplier does not include profit.

6.1.5 Reimbursable Expenses shall mean the actual expenses incurred directly or indirectly in connection with the Project, limited to: subconsultant or subcontractor costs authorized by OWNER, transportation and subsistence incidental thereto, providing and maintaining field office facilities including furnishings and utilities, subsistence and transportation of Resident Project Representatives and their assistants, toll telephone calls, express mail and telegrams, reproduction of Reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 2. Reimbursable Expenses for each Task Order issued pursuant hereto shall be limited by a not-to-exceed amount designated in the Task Order.

6.1.6 Lump Sum shall mean a fixed amount agreed upon in advance, subject to modification and amendments, for services rendered.

6.1.7 Cost Plus Fixed Fee shall mean compensation based on Direct Labor Cost times an Overhead Multiplier plus Reimbursable Expenses, plus payment of a fixed amount agreed upon in advance, subject to modifications and amendments, for ENGINEER's services.

6.2 Basis and Amount of Compensation for Basic Services

6.2.1 Compensation for the Preliminary Engineering Services shall be negotiated prior to the time these services are required.

6.2.2 Compensation for the Detailed Design Services shall be negotiated prior to the time these services are required.

6.2.3 Compensation for the Bid Phase Services will be negotiated prior to the time these services are required.

6.2.4 Compensation for the Environmental Permitting Assistance will be negotiated prior to the time these services are required.

6.2.5 Compensation for the Public Relations Assistance shall be negotiated prior to the time these services are required.

6.2.6 Compensation for Construction Administration will be negotiated prior to the time these services are required.

6.2.7 Compensation for Resident Project Representation will be negotiated prior to the time these services are required.

6.3 Basis and Amount of Compensation for Supplemental Services. Compensation for Supplemental Services shall be on the basis of Lump Sum or Billable Hourly Rate Schedule, plus reimbursable expenses, to be agreed upon at time of request for Supplemental Services. The estimated amount of Supplemental Services will be determined at the time the Supplemental Services are requested.

6.4 Intervals of Payments

6.4.1 Payments to ENGINEER for Basic Services shall be made once every month by OWNER. ENGINEER's invoices will be submitted once every month and will be based upon total services completed at the time of billing. OWNER shall make prompt payments in response to ENGINEER's invoices.

6.4.2 Payments for Supplemental Services rendered and Reimbursable Expenses authorized shall be made once every month. ENGINEER's invoices will be submitted once every month and will be based upon total services completed at the time of billing. OWNER shall make prompt payments in response to ENGINEER's invoices.

6.5 Other Provisions Concerning Payments

6.5.1 If OWNER fails to make any undisputed payment due ENGINEER for services and expenses within 60 days after receipt of ENGINEER's statement, 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.

6.5.2 If during any authorized phase the Project is suspended or abandoned in whole or in part for more than 90 days through no fault of ENGINEER, ENGINEER shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with any Reimbursable Expenses then due. If the Project is resumed after being suspended for more than 90 days, ENGINEER'S compensation shall be equitably adjusted upward or downward depending upon market conditions for similar services.

6.5.3 If and to the extent that the contract time initially established in the Contract Documents is exceeded or extended through no fault of ENGINEER, compensation for any Basic Services required during such extended period of Administration of the Construction Contract shall be equitably adjusted upward or downward depending upon market conditions for similar services.

6.5.4 If any items in any invoices submitted by ENGINEER are disputed by OWNER for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER shall promptly notify ENGINEER of dispute and request clarification and/or remedial action. After any dispute has been settled, ENGINEER shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

SECTION 7 - CONSTRUCTION COST AND OPINIONS OF COST

7.1 Construction Cost

7.1.1 The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for, or damages to properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and finance charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER.

7.2 Opinions of Probable Construction Cost

7.2.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER's Opinions of Probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's judgment performed in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances who are familiar with the construction industry. Therefore, ENGINEER cannot and does not guarantee that proposals or actual Total Project or Construction Costs will not vary from Opinions of Probable Construction Costs prepared by ENGINEER. If, prior to the Bidding or Negotiating Phase, OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator.

SECTION 8 - GENERAL CONSIDERATIONS

8.1 Termination

8.1.1 If, through any cause within ENGINEER's reasonable control, ENGINEER fails to fulfill in a timely and proper manner its obligations under this Agreement, or if ENGINEER violates any of the covenants, agreements, terms or conditions of this Agreement, OWNER shall thereupon have the right to terminate this Agreement by giving ten (10) days written notice to ENGINEER of such termination and specifying the date when termination shall be effective. If ENGINEER cures the defaults set forth in the notice, then it shall be obligated to continue to perform under this Agreement. In the event of termination, all furnished or unfurnished documents, data, studies and reports prepared by ENGINEER under this Agreement shall, at the option of OWNER, become its property, subject to paragraph 8.2.1 below, and ENGINEER shall be entitled to receive just and equitable compensation for satisfactory, accepted services completed.

Notwithstanding the above, ENGINEER shall not be relieved of liability to OWNER for damages sustained by it by virtue of any breach of the Agreement by ENGINEER. OWNER may withhold payments to ENGINEER for the purpose of settlement until such time as the exact amount of damages due OWNER from ENGINEER is determined.

8.1.2 If, through any cause, OWNER fails to fulfill in a timely and proper manner its obligations under this Agreement, or if OWNER violates any of the covenants, agreements, terms or conditions of this Agreement, ENGINEER shall thereupon have the right to terminate this Agreement by giving ten (10) days written notice to OWNER of such termination and specifying the date when termination shall be effective. If OWNER cures the defaults set forth in the notice, then it shall be obligated to continue to perform under this Agreement.

8.1.3 OWNER may terminate this Agreement at any time upon provision of not less than three (3) days written notice from it to ENGINEER. If the Agreement is terminated by OWNER as provided herein, ENGINEER shall be paid for Basic Services and Additional Services an amount which bears the same ratio to the total compensation as the services actually performed and accepted by OWNER bear to the total services of ENGINEER covered by this Agreement, less any payments previously made.

8.1.4 Upon termination, ENGINEER shall promptly discontinue all services under this Agreement unless the termination notice from OWNER directs otherwise.

8.2 Reuse of Documents

8.2.1 All documents, including Drawings and Specifications, are instruments of services with respect to the Project and ENGINEER and OWNER shall retain joint ownership and property interests therein whether or not the Project is completed, unless ENGINEER is terminated for

cause pursuant to paragraph 8.1.1 above. OWNER may make and retain copies for information and reference in connection with the use of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on any other Project. Any reuse of documents without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER. Any such verification or adaptation shall entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

8.2.2 OWNER will be permitted to retain copies of drawings and specifications prepared in CADD form for the OWNER's information in its use of the Project. Because information contained on computer discs and/or magnetic tapes can be unintentionally or otherwise modified by others besides ENGINEER, ENGINEER reserves the right to remove all indicia of ownership and/or involvement from the disc/magnetic tape provided to OWNER. The original CADD data will be retained by ENGINEER. In addition, the information set forth on the disc/magnetic tape shall not be used by OWNER on other projects, for additions to this project, or for completion of this project by another design professional, except by written agreement and with appropriate compensation to ENGINEER. Any use by OWNER on other projects, for additions to this project, or for completion of this project by another design professional, without written verification or CADD adaptation by ENGINEER for the specific purpose intended will be at the user's sole risk and without liability or legal exposure to ENGINEER.

8.3 Insurance

At ENGINEER's sole expense, ENGINEER shall procure and maintain the following minimum insurances with insurers licensed in South Carolina and rated A-VII or better by A.M. Best.

- A. **WORKERS' COMPENSATION**
Statutory limits covering all employees, including Employer's Liability with limits of:
 - \$500,000 Each Accident
 - \$500,000 Disease - Each Employee
 - \$500,000 Disease - Policy Limit

- B. **COMMERCIAL GENERAL LIABILITY**
Covering all operations involved in this Agreement.
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Personal and Advertising Injury Limit
 - \$5,000 Medical Expense Limit

- C. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000 Each Occurrence

D. PROFESSIONAL LIABILITY

\$1,000,000 Each Occurrence

\$2,000,000 Annual Aggregate

If the policy is on a claims-made basis, an extended reporting period endorsement (tail coverage) for a period of not less than three (3) years after the end of the contract term, or an agreement to continue the coverage with a retroactive date on or before the beginning of the contract term, shall also be provided.

ADDITIONAL INSURANCE REQUIREMENTS

- A. The ENGINEER's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY AND LANCASTER COUNTY WATER & SEWER DISTRICT, THEIR OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Policy endorsement for Additional Insured status shall be provided to Certificate Holder within sixty (60) days of inception of contract.

- B. Before commencement of any work or event, ENGINEER shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. ENGINEER shall have no right of recovery or subrogation against OWNER (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. OWNER shall have no liability with respect to ENGINEER's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of ENGINEER.
- E. All certificates of insurance shall be on approved ACORD 25 form and shall provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice. Notwithstanding the notification requirements of the insurer, ENGINEER hereby agrees to notify Certificate Holder immediately if any policy is cancelled or changed.

F. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____

G. Insurance procured by ENGINEER shall not reduce nor limit ENGINEER's contractual obligation to indemnify, save harmless and defend OWNER for claims made or suits brought which result from or are in connection with the performance of this Agreement.

H. In the event ENGINEER receives Notice of Cancellation of Insurance required pursuant to this Agreement, ENGINEER shall immediately cease performance of all services and shall provide Notice to OWNERS Legal/Risk Management personnel within twenty-four (24) hours.

I. Certificate Holder shall be listed as follows:

Union County
Attention: Keith A. Richards,
Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112

Lancaster County Water & Sewer District
Attention: Mark Knight, Manager
1403 Kershaw-Camden Hwy
Lancaster, SC 29720

J. If ENGINEER is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, ENGINEER shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

8.4 Controlling Law

8.4.1 This agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

8.4.2 By its signature on this Agreement, ENGINEER represents and warrants that it is licensed and authorized to do business in the state of South Carolina and shall obtain all necessary licenses and permits required to perform the services set forth in this Agreement.

8.5 Successors and Assigns

8.5.1 OWNER and ENGINEER hereby bind their respective partners, successors, executors,

administrators, legal representatives and, to the extent permitted by paragraph 8.5.2. below, their assigns, to the terms, conditions and covenants of this Agreement.

8.5.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) 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.

8.5.3 Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates, subcontractors and consultants as ENGINEER may deem appropriate to assist in the performance of services under this Agreement; however, the cost of any such professionals shall be passed through to OWNER without any surcharge, finder's fee or other added charge imposed by ENGINEER.

8.5.4 Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

8.6 Equal Employment and Nondiscrimination

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of state and federal equal opportunity statutes and regulations.

8.7 Indemnification

ENGINEER agrees to protect, defend, indemnify and hold OWNER, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due to the negligence of the ENGINEER, its officers, employees, subcontractors or agents. ENGINEER further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

8.8 Construction Procedures

ENGINEER shall not specify construction or service-related procedures and shall not manage, supervise, control or have charge of construction, nor shall ENGINEER implement or be

responsible for health and safety procedures. ENGINEER shall not be responsible for the acts or omissions of contractors or other parties on the Project, except for employees and subconsultants of ENGINEER, and shall not be responsible for construction means, methods, techniques, sequences, or procedures, nor safety precautions and programs, except as otherwise provided herein. ENGINEER's monitoring or review of portions of the work performed under the Contract Documents shall not relieve the contractor from responsibility for performing the work in accordance with applicable Contract Documents.

8.9 Changes and Modifications

OWNER and ENGINEER agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

8.10 Severability and Waiver

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon OWNER and ENGINEER. One or more waivers by either of any provision, term, condition or covenant shall not be construed by the non-waiving party as a waiver of a subsequent breach of the same provision by the waiving party.

8.11 Extent of Agreement

8.11.1 This Agreement, including all exhibits, and any and all amendments, modifications, and supplements duly executed by OWNER and ENGINEER in accordance with this Agreement, shall govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions or provisions set forth in any purchase orders, requisitions, requests for proposals, authorizations of services, notices to proceed or other forms or documents issued by OWNER with respect to the Project or ENGINEER's services. This Agreement shall constitute the entire understanding and agreement of OWNER and ENGINEER with respect to ENGINEER'S services on the Project.

8.11.2 ENGINEER and OWNER shall execute and deliver such further instruments as may reasonably be requested by the other with respect to completion of the transaction contemplated by this Agreement. None of the instruments shall contain undertakings or representations not set forth in the Agreement or inconsistent herewith.

8.12 Notice and Service Thereof.

Notices required hereunder shall be in writing and shall be deemed to have been duly given if mailed by certified or registered mail, return receipt requested, as follows:

(a) If to OWNER:

Director
Union County Public Works
Room 501
500 N. Main Street
Monroe, NC 28112

Manager
Lancaster County Water & Sewer District
PO Box 1009
Lancaster, SC 29720

(b) If to ENGINEER:

Jeffrey D. Coggins
Black & Veatch International Company
8520 Cliff Cameron Drive, Suite 210
Charlotte, NC 28269

or to such other persons or places as OWNER or ENGINEER shall furnish in writing to the other.

Any services and/or work performed, prior to execution of this Agreement, by ENGINEER for OWNER in connection with the Project shall be covered and governed by this Agreement and deemed rendered pursuant hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ATTEST

UNION COUNTY

By: *Lynn G. West*

By: *[Signature]*
County Manager

ATTEST

LANCASTER COUNTY WATER & SEWER DISTRICT

By: *[Signature]*

By: *[Signature]*

ATTEST:

ENGINEER

By: *[Signature]*

By: *[Signature]*

Approved As To Legal Form *[Signature]*



TASK ORDER # 1

This Task Order pertains to an Agreement by and between UNION COUNTY, NC and LANCASTER COUNTY WATER & SEWER DISTRICT, SC ("OWNER"), and BLACK & VEATCH INTERNATIONAL COMPANY ("ENGINEER"), dated March 10, 2009, ("the Agreement"). ENGINEER shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by all parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below. Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Agreement.

TASK ORDER NUMBER: 1

PROJECT NAME: Catawba River Water Treatment Plant / Raw Water Reservoir Expansion

PART 1.0 PROJECT DESCRIPTION:

The Catawba River Water Treatment Plant (CRWTP) is a 36-mgd water treatment facility and is owned as a joint venture by Union County, NC and Lancaster County Water & Sewer District, SC. OWNER plans to expand the existing water treatment capacity from 36 to 54 MGD to meet the needs of customer base growth. OWNER has elected to divide the overall plant expansion into the following projects:

CRWTP Raw Water Reservoir Expansion – Expansion of the existing raw water reservoir facilities to 750 MG or greater volume. Facility improvements will include a new dam, saddle dikes, reservoir, outlet works, reservoir intake tower, reservoir pumping station, and conveyance piping. The existing reservoir pumping station will be demolished. The inlet and outlet facilities of the existing reservoir will be modified to accommodate the higher flows and to allow series operation.

CRWTP Water Treatment Plant Expansion – OWNER has selected Hobbs, Upchurch and Associates, P.A. and Marziano & McGoughan, P.A. to perform the CRWTP Water Treatment Plant Expansion.

OWNER hereby engages Black & Veatch (ENGINEER) to perform the work defined herein for the CRWTP Raw Water Reservoir Expansion (referred to as the Project or Reservoir Project).

PART 2.0 SCOPE OF BASIC SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Phase 100: Preliminary Engineering Services

ENGINEER shall provide Preliminary Engineering Services as set forth in Section 2.2 of the

Agreement.

Phase 400 – Environmental Permitting Assistance

ENGINEER shall provide Environmental Permitting Assistance as set forth in Section 2.5 of the Agreement.

OWNER and ENGINEER will communicate frequently on the status, progress, and engineering costs incurred in the performance of this phase of work. Budget costs for Environmental Permitting Assistance contained in this Task Order are for the period of service that is concurrent with the Preliminary Engineering Services. It is anticipated additional budget costs will be required for the periods of service concurrent with the Detailed Design Services.

PART 3.0 ADDITIONAL SERVICES, NOT PART OF BASIC SERVICES:

Any work requested by OWNER that is not included in one of the items specific to this Task Order, and is not reasonably attendant thereto, shall be considered Additional Services or Supplemental Services. ENGINEER has not been requested to provide any Supplemental Services pursuant to this Task Order.

After written Task Order and authorization to proceed with the Detailed Design, Bidding, Public Relations, Construction Administration, and Resident Project Representation Phases, ENGINEER will provide these services in accordance with the subject Agreement. These services shall be provided at a fee as stated in one or more subsequent Task Orders.

PART 4.0 OWNER'S RESPONSIBILITIES:

OWNER'S responsibilities are listed in Section 4 – OWNER'S Responsibilities of the Agreement.

PART 5.0 PERIODS OF SERVICE:

Phase 100:	Preliminary Engineering Services	January 2, 2009 – August 31, 2009
Phase 400:	Environmental Permitting Assistance	January 2, 2009 – May 1, 2010

PART 6.0 PAYMENTS TO ENGINEER:

For services covered by this Task Order, the OWNER agrees to pay ENGINEER as follows:

- A. For Phase 100 – Preliminary Engineering Services, as defined in this Task Order, a lump sum of \$1,140,287.00.

- B. For Phase 400 – Environmental Permitting Assistance, as defined in this Task Order, a budgeted amount of \$200,000.00 without further authorization based upon the ENGINEER’S Billable Hourly Rate Schedule, plus reimbursable expenses at a cost plus 15 percent (15%).
- C. Amounts expended pursuant to this Task Order shall not exceed \$1,340,287 without written amendment hereto. Union County and Lancaster County Water and Sewer District shall each be responsible for payment of one-half the amount billed for accepted services.

PART 7.0 OTHER:

This Task Order is executed this 10 day of March, 2009.

UNION COUNTY,
NORTH CAROLINA

LANCASTER CO. WATER & SEWER DISTRICT
SOUTH CAROLINA

By: [Signature]

By: [Signature]

Name: Alfred W. Greene

Name: Mark G. Knight

Title: County Manager

Title: Manager

Address: 500 N. Main St.
Monroe, NC 28112

Address: 1403 Kershaw-Camden Hwy
Lancaster, SC 29720

BLACK & VEATCH INTERNATIONAL COMPANY

By: [Signature]

Name: Brent Reuss

Title: Vice President

Address: 8520 Cliff Cameron Drive, Suite 210
Charlotte, NC 28269

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

[Signature] 3/19/09
Assistant Finance Director - Union County, NC

APPROVED AS TO LEGAL FORM [Signature]