WithersRavenel
Our People. Your Success.

February 27, 2025

Ashley Bolick – Economic Development Director
Caldwell County
1909 Hickory Blvd, SE
Lenoir, NC 28645

RE: **Agreement for Professional Services**
Caldwell County - Foothills Regional Airport Industrial Park
Morganton, Caldwell County, North Carolina
CONSULTANT PROJECT No. 24-1475

Dear Ms. Bolick,

WithersRavenel, Inc. is pleased to present this proposal for professional services to Caldwell County, our "CLIENT". This proposal for professional services is for the Environmental Site Assessment for the Caldwell County – Foothills Regional Airport Industrial Park PROJECT, consisting of ±1,051 acres located at 3566 Morganton Lenoir Airport Avenue in Morganton, Caldwell County, North Carolina.

We look forward to collaborating with you on this project. Please feel free to contact me with any questions and/or to discuss any aspect of the attached agreement. My contact information is below.

Sincerely,
WithersRavenel, Inc.

Warren Eadus, P.G.
Director of Environmental, West Region, Environmental Department
weadus@withersravenel.com
Ph. 828-255-0313 | Direct. 252-202-8166

Troy Beasley
Director of Natural Resources, Environmental Department
tbeasley@withersravenel.com
Ph. 910-256-9277 | Direct. 910-622-0122

WithersRavenel
Our People. Your Success.

Caldwell County
Morganton, Caldwell County, North Carolina
Agreement for Professional Services

PROJECT Description

This fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of Caldwell County and formalize an agreement for the implementation and logistics for these services.

This agreement is based on the ±1,051- acre PROJECT site located at 3566 Morganton Lenoir Airport Avenue in Morganton, Caldwell County, North Carolina, as specified in the RFQ and Exhibit III of this proposal. The PROJECT area consists of the following parcels:

NC PIN	County	Acreage	Number and Street	City
2726652528	Caldwell	472.39	3566 Foothill Regional Airport Rd.	Morganton
2726529008	Burke	424.02	3566 Foothill Regional Airport Rd.	Morganton
2726813457	Burke	107.6	2300 Old Amherst Rd	Morganton
2726930887	Burke	15	0 Dogwood Vista	Morganton
2725491756	Burke	6.9	0 Crump Park Rd	Morganton
2725692976	Burke	1.83	0 Old Amherst Rd	Morganton
2726239834	Burke	8.29	0 Antioch Rd.	Morganton
2726330333	Burke	9.98	2300 Old Amherst Rd	Morganton
2725181659	Burke	8	0 John T Crump Rd	Morganton
Total Acreage (GIS)		1054.01		

Listed below is a summary of several key aspects of the PROJECT based on our discussions, preliminary research, and Exhibit III. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this agreement and any subsequent agreements the following references shall apply:

- Caldwell County shall be known as the "CLIENT"; WithersRavenel shall be known as the "CONSULTANT"
- The property and overall PROJECT shall be known as the "PROJECT"
- The executed agreement shall be known as the "AGREEMENT"

Timeline for Services

CONSULTANT will begin work upon receipt of this executed Agreement and written notice to proceed from the CLIENT. Estimated timeframe(s) for the basis of the services described in the Scope of Services are shown below.

- Phase I ESA: Estimated delivery of final report within 30 days from Notice to Proceed
- Preliminary Wetland/Stream Assessment, Threatened & Endangered Species Assessment, SHPO review, Topographic Survey and Geotechnical Site Assessment: Estimated delivery of final reports within five (5) months of Notice to Proceed.

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

- Timeliness of approval by Board of Commissioners

- Inclement weather conditions delaying fieldwork
- Timeliness and accuracy of information provided by the CLIENT

From the above and factoring in variability in the approval process, we estimate the total PROJECT timeframe for the Scope of Services to be five (5) Months.

If available, opportunities to adjust these estimated timeframes can be discussed.

Scope of Services

CONSULTANT shall provide the services identified under each task below as its "Basic Services" under the Agreement:

Task 1. Phase I Environmental Site Assessment

The Phase I Environmental Site Assessment will be conducted for the ±1,051-acre Review Area specified in the RFQ but will exclude the ±200 acres associated with the Airport Operation Area (AOA) inside the security fence.

The Phase I ESA will be completed in general accordance with the guidelines set forth in the American Society for Testing and Materials (ASTM) Standards (E-1527-21) on Environmental Site Assessments for Commercial Real Estate, and CONSULTANT's Standard Contract Conditions for Engineering Services. The Phase I ESA will present the findings of CONSULTANT's assessment of existing and past environmental conditions at the site. Appropriate inquiry of information will be utilized for this Phase I Site Assessment and include a site inspection, historical research, municipal research, a database search, and interviews for the above-referenced site. It should be noted that the Phase I investigation does not include inspection for items excluded by the ASTM E 1527-21 standards such as asbestos-containing materials, radon, copper or lead in drinking water, wetlands, regulatory compliance, cultural and historic resources, industrial hygiene, health and safety, ecological resources, endangered species, high-voltage power lines, mold, indoor air quality, and lead-based paint. The ASTM E1527-21 Phase I scope of services excludes vapor intrusion under the indoor air quality exclusion found in Section 13.1.5.12. CONSULTANT will use the above referenced guidelines to be a baseline of a high quality, standardized environmental assessment report.

- Site Reconnaissance
  - A site reconnaissance will be performed to identify visual evidence of past or current presence of recognized environmental conditions that indicate recognized environmental conditions or business environmental concerns either on the site or on adjacent to the site. Due to the size of the site and physical hazards on it, CONSULTANT will utilize two environmental professionals to conduct the reconnaissance in an efficient and expeditious manner.
- Public Record/Detailed File Review
  - CONSULTANT will conduct a review that meets ASTM standards including tax documents, deed, and title documents, historical topographic, and fire insurance maps as well as a review of historical aerial photography. Files for the site and adjacent properties with the North Carolina Department of Environmental Quality (DEQ) will be reviewed if applicable.
- Interviews
  - CONSULTANT scientists will contact current owners, the CLIENT, and local officials such as the fire marshal or others as necessary to determine any historical risks associated with the site and document these interviews through questionnaires or interview records.
- Report Preparation/Recommendations
  - After completing our review of the public record and site reconnaissance, assuming no further work is recommended or authorized, we will issue a written report documenting our

Phase I evaluation. The report will describe the physical environment of the site and surrounding area, present the findings of the ESA, and discuss the results of the ESA regarding applicable regulations. The report will include conclusions and recommendations and provide an evaluation of the need for further investigation or remedial activities. The report will include a site location map and a site plan showing pertinent site features. The report will be reviewed by CONSULTANT senior personnel for quality assurance. CONSULTANT understands that you will be the ultimate recipient of our reports. Thus, we will not distribute the report to any other party without your prior written approval.

- Report Viability
  - Per ASTM E 1527-21, "…an environmental site assessment meeting or exceeding this practice is presumed to be viable when it is conducted within 180 days prior to the date of acquisition of the subject property (or, for transactions not involving an acquisition such as a lease or refinance, the date of the intended transaction)." The 180-day viability period begins with the earliest date of the following resources/actions: interviews, government record review, site inspection, and report finalization.

Task 2. Preliminary Wetland/Stream Assessment

The Preliminary Wetland/Stream Assessment will be conducted for the ±1,051-acre Review Area specified in the RFQ but will exclude the ±200 acres associated with the Airport Operation Area (AOA) inside the security fence.

- Obtain preliminary site information including aerial photos, USGS Quadrangle Maps, Caldwell & Burke County Soil Survey and Caldwell and Burke County GIS data prior to conducting site visit.
- Conduct a site visit to identify the presence of wetlands, streams and/or waters of the US within the PROJECT site. Jurisdictional wetlands will be determined using criteria set forth in the 1987 US Army Corps of Engineers (USACE) Wetlands Delineation Manual and applicable Regional Supplement. Streams will be evaluated using the procedures set forth in the 2010 North Carolina Division of Water Quality (NC-DWQ) Stream Classification Method. The approximate location of the starting point of the streams/buffers will be located with GPS in the field.
- Please note that a formal delineation of the actual boundaries will not be completed.
- Locate the approximate limits of onsite wetlands, streams and surface waters using a Trimble mapping grade GPS unit.
- The GPS data collected during the site review will be utilized to prepare a Preliminary Wetland/Stream Determination Exhibit by correlating the GPS data with topographic and aerial interpretations to identify the approximate limits of onsite wetlands, streams and surface waters.
- Prepare a Preliminary Wetland/Stream Determination Exhibit documenting the approximate wetlands, streams and surface waters identified during the site review, which will be provided to the CLIENT for Due Diligence purposes.

Task 3. Threatened & Endangered Species Assessment

The Preliminary Wetland/Stream Assessment will be conducted for the ±1,051-acre Review Area specified in the RFQ but will exclude the ±200 acres associated with the Airport Operation Area (AOA) inside the security fence.

- CONSULTANT shall perform the following services associated with this task:
- Review available data from the US Fish and Wildlife Service (USFWS), NC Wildlife Resource Commission (NCWRC) and NC Natural Heritage Program (NCNHP) to identify federal and state listed threatened and endangered species known to occur in Johnston County.

- Submit a PROJECT review request to the NCNHP to identify any known historical or current occurrences of threatened or endangered species within the PROJECT area or within 1.0 miles of the PROJECT area.
- Complete review of available literature on habitat descriptions for threatened and endangered species known to occur in Caldwell and Burke County.
- Conduct a site review to assess and map vegetative communities to identify potential habitat for threatened and endangered species.
- Conduct pedestrian survey of all potential habitats to determine presence/absence of threatened and endangered species.
- Prepare a letter report documenting the findings of the survey, including Biological Conclusions for "effect" determinations on listed species. For those protected species that potentially occur in the area (i.e., suitable habitat is present on site) and that may not be readily detectable during the time of the survey (i.e., flowering plants), CONSULTANT will provide a statement concerning the likelihood of the species' occurrence based on available data and habitat observations, as well as recommendations for further surveys if necessary.

Task 4. SHPO Review for Archeological, Cultural & Historical Resources

The Preliminary Wetland/Stream Assessment will be conducted for the ±1,051-acre Review Area specified in the RFQ but will exclude the ±200 acres associated with the Airport Operation Area (AOA) inside the security fence.

- Review the available published data (online and print) from the State Historic Preservation Office and local municipality to determine if there were any known archeological, historic, or cultural resources within or in the vicinity of the PROJECT;
- Submit a request to the NC State Historic Preservation Office (SHPO) for a preliminary review/determination of the likelihood of the subject PROJECT to impact known archeological/cultural/historic resources and if the State Historic Preservation Office recommends an archeological survey be conducted. Submittal will include a description of the proposed PROJECT, various aerials and USGS quad map exhibits, as well as photos of existing structures within the PROJECT;
- Please note that CONSULTANT will not make determinations on the likelihood that the PROJECT contains archeological and/or cultural resources. If SHPO identifies known resources within the PROJECT area, or recommends that an archeological survey be conducted, CONSULTANT will provide recommendations for a Registered Professional Archeologist for the archeological investigation and archeological report.

Task 5. Topographic Survey

The Topographic Survey will be conducted for the ±60-acre area, consisting of a portion of Parcel 2726652528, as specified in the RFQ and shown in Exhibit III.

CONSULTANT is proposing to inspect and produce a 3D surface model at 1 ft contours of approximately 60 acres located in Caldwell County, NC. The LiDAR mapping will be collected and processed by CONSULTANT via Unmanned Aircraft Systems (UAS), and associated software technology. PROJECT control will be based on the NCGS monument "MOREPORT" located at the airport. The PROJECT area for this scope will include the limits shown in Exhibit A. Agreement to this proposal will constitute permission to fly the UAS over the PROJECT site and properties.

- Flight plan scheduling with the CLIENT and authorization from the Airport
- UAS Flight Standards:

  - UAS flight crew may consist of a 1 or 2-man crew, one Pilot in Command (PIC) and one Visual Observer (VO)
  - Take-off and recovery of the aircraft will be completed on the CLIENTS property and the UAS will never leave subject property
  - All flights are limited to 400 feet above ground level (AGL) or below, and within visual line of sight (VLOS) of the UAS flight crew
  - For safety and adherence to FAA regulations, each PROJECT area may be broken into multiple flight missions, with multiple launch and recovery sites
- GPS/GNSS survey control points for vertical and horizontal data QAQC
- PROJECT control will be based on the NCGS monument "MOREPORT" located at the airport
- Data collected via the UAS LiDAR or UAS Photogrammetry will be post processed in the office by CONSULTANT to produce a 3D surface for the purpose of calculating elevations and contours across the area of interest (AOI)
- Topographic data will be processed to produce 1-ft topographic survey data within the PROJECT limits with GPS/GNSS control check points and extended 25' beyond survey limit and to centerlines of adjoining roads
- LiDAR mapping using UAS (Unmanned Air System) will be used by WR to provide the topographic base survey model. Agreement to this proposal will constitute permission to fly the UAS over the PROJECT site and properties
- ***Obscure areas defined as highly vegetated where it is determined ground density is not sufficient to produce accurate surface model will be eliminated from the dataset. If desired and with written approval of scope and fee, WR can provide additional boots on the ground survey to verify the obscure areas
- WR will locate the horizontal and vertical location of ~20 geotechnical boring within the PROJECT limits

PROJECT management is a necessity for every PROJECT and ensures the coordination of the PROJECT runs smoothly as a whole and the deliverables meet the CLIENT's needs. This time allows for critical communication between the CLIENT and WR such that all tasks and unforeseen issues are resolved quickly and efficiently. Delivery of the data to the CLIENT is included in this task as well.

Task 6. Geotechnical Site Investigation

The Geotechnical Site Investigation will be conducted for the ±60-acre area, consisting of a portion of Parcel 2726652528, as specified in the RFQ and shown in Exhibit III.

- Approximately 10 borings will be advanced for the geotechnical investigation, up to a depth of 20 feet deep or auger refusal for a total of 200 lf. The borings will be advanced utilizing hollow stem auger or mud rotary drilling techniques and will be sampled at selected intervals by the standard penetration test procedure.
- This task does not include costs for private utility locating, which will be the responsibility of the CLIENT.
- Since the site is wooded, this scope includes the cost for clearing paths to access boring locations.
- The test boring data will be utilized to generate generalized subsurface profiles and to provide test boring records. An engineering report will be prepared which will include the results of the field testing, addresses site preparation/earthwork procedures, lateral earth pressure parameters, slab-on-grade recommendations and foundation support recommendations including design bearing pressures and estimated settlements.

- Any special site preparation procedures which need to be considered such as the need for undercutting and replacement of soils in the PROJECT area will also be addressed. The report will also discuss seismic design considerations and pavement subgrade support considerations.
- The groundwater subsurface conditions will be summarized to the extent provided in the geotechnical report.
- A separate report will be provided by CONSULTANT for:

  General analysis of the seasonal high-water table and infiltration rates in the approximate location of the stormwater management device in the Preliminary Site Plan provided in the RFQ. Please note that this analysis will be based on review of the USDA-NRCS Soil Survey for Caldwell and Burke Counties. This scope of services does not include field analysis of season high water table and infiltration testing.

  Area watershed analysis including any upgradient impacts to stormwater accumulation.

Task 7. Grant Administration Reporting

- WR PROJECT manager will provide monthly updates to CLIENT on status of contracted tasks and deliverables to assist CLIENT with reporting through the online grants management system.
- WR PROJECT manager will be available as needed for up to three (3) periodic meetings with the Golden Leaf grant representatives and County staff.

Exclusions/Additional Services

Services that are not included in Section C or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by CONSULTANT and its agents if requested in writing by the CLIENT and accepted by CONSULTANT. The following list is not all inclusive and the Scope of Services defines the services to be provided by CONSULTANT for this PROJECT. Additional services shall be paid by the CLIENT in accordance with the Fee & Expense Schedule outlined in Exhibit II. The exclusions are described below but are not limited to the following:

Design Services

Documents/Drawings

Environmental Services

- Wetland Delineations;
- USACE Jurisdictional Determination;
- Phase II ESA

Geomatics Services

- Annexation Plats;
- Boundary/Topographic Surveys;
- Tree survey/cover report by Registered Forester;
- Subsurface Utility Engineering (SUE);
- Surveys for off-site improvements;
- Platting services;
- Plot Plans;
- ALTA Surveys;
- GIS mapping services;
- Construction staking;
- Building staking;
- As-built (record drawing) surveys;
- Easements, Easement/ROW Plats;

Landscape Architecture Services

Offsite/Specialty

- Development agreements;
- Utility allocation agreements;
- Preparation of electronic file suitable for GPS machine control;
- Expert witnesses;

Permitting Services

Planning/Studies

- Land Planning services other than listed above;
- Entitlement services;
- Variance and Quasi-Judicial processes;
- Off-site Sewer Analysis;
- Traffic Impact Analysis;
- Signalization Studies;
- Hydrant flow determination and hydraulic analyses;
- Existing sewer hydraulic analyses;
- Town or regulatory approvals;
- Special & Conditional Use Permits;

PROJECT Management

- Additional Meetings/Site Visits;

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

Services by Others

- Architectural and MEP services;
- Structural Services;
- Arborist/Registered Forester Services;

Stormwater Services

General

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

CLIENT Responsibilities

The following items will be provided by the CLIENT and CONSULTANT will rely upon the accuracy and completeness of this information:

- General:
  - Provide representative for communications and decisions;
  - Coordination and designation of a primary contact for the CLIENT;
  - Preferred media platforms for communications with the CLIENT;
  - Provide any information needed to complete the PROJECT not specifically addressed in the Scope of Services;
  - Provide all available information pertinent to the PROJECT, including any GIS information, reports, maps, drawings, and any other data relative to the PROJECT;
  - Examine all agreements, reports, exhibits and other deliverables presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
  - Give prompt written notice to Consultant whenever CLIENT observes or otherwise becomes aware of any defect in the PROJECT or the services of Consultant;
  - Attend Town or City meetings as required/needed;
  - Provide access to property for Consultant and subconsultants;
  - Discussions/negotiations with adjacent landowners;
  - All submittal, review, or permitting fees associated with the PROJECT;
  - Any legal representation requiring an attorney at law.

Compensation for Services

CONSULTANT proposes providing the Basic Services outlined in Section C for a lump sum of $50,000 as noted in the Fee Table below.

Task No.	Task Name	Fee
Task 1	**Phase I Environmental Site Assessment**	$4,650
Task 2	**Preliminary Wetland/Stream Assessment**	$16,850
Task 3	**Threatened & Endangered Species Assessment**	$2,750
Task 4	**SHPO Review for Archeological, Cultural & Historic Resources**	$1,500
Task 5	**Topographic Survey**	$11,900
Task 6	**Geotechnical Site Investigation**	$12,350
	Total	**$50,000**

Invoices will be issued monthly, based on the percentage of completion for each lump sum task, as accomplished during the billing period. Payment is due upon receipt of invoice.

The above fees are based on the estimated timelines noted in Section B. Any adjustments to those timelines may result in additional fees.

Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the CLIENT.

The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this agreement and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

Acceptance

This agreement is valid 60 days from the date it is transmitted to CLIENT. Receipt of an executed copy of this agreement will serve as the written Agreement between CONSULTANT and Caldwell County. All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WithersRavenel

February 27, 2025
Signature Date

Warren Eadus, P.G.
Name

Director of Environmental, West Region
Title

February 27, 2025
Signature Date

Troy Beasley
Name

Director of Natural Resources, Environmental
Title

ACCEPTED BY:

Caldwell County

Signature Date

Ashley Bolick
Name

Director – Economic Development Commission
Title

Attachments:

Exhibit I- Standard Terms and Conditions
Exhibit II- Fee & Expense Schedule
Exhibit III- Scoping Map
Exhibit IV- W-9 Form
Exhibit V- Certificate of Insurance

WithersRavenel
Our People. Your Success.

Exhibit I
Standard Terms and Conditions

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. **Payment:**

   a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

   b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

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

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

4. **Waiver of Consequential Damages/Limitation of Liability:** CLIENT agrees that CONSULTANT's aggregate liability for all claims that may be asserted by CLIENT is limited to $50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. **Representations of CLIENT:** CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

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

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

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

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

10. **Project Site:** Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

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

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

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

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

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be

construed as a waiver of any future default, whether like or different in character.

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

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

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

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

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

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

22. **Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state, or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety, or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

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

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

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

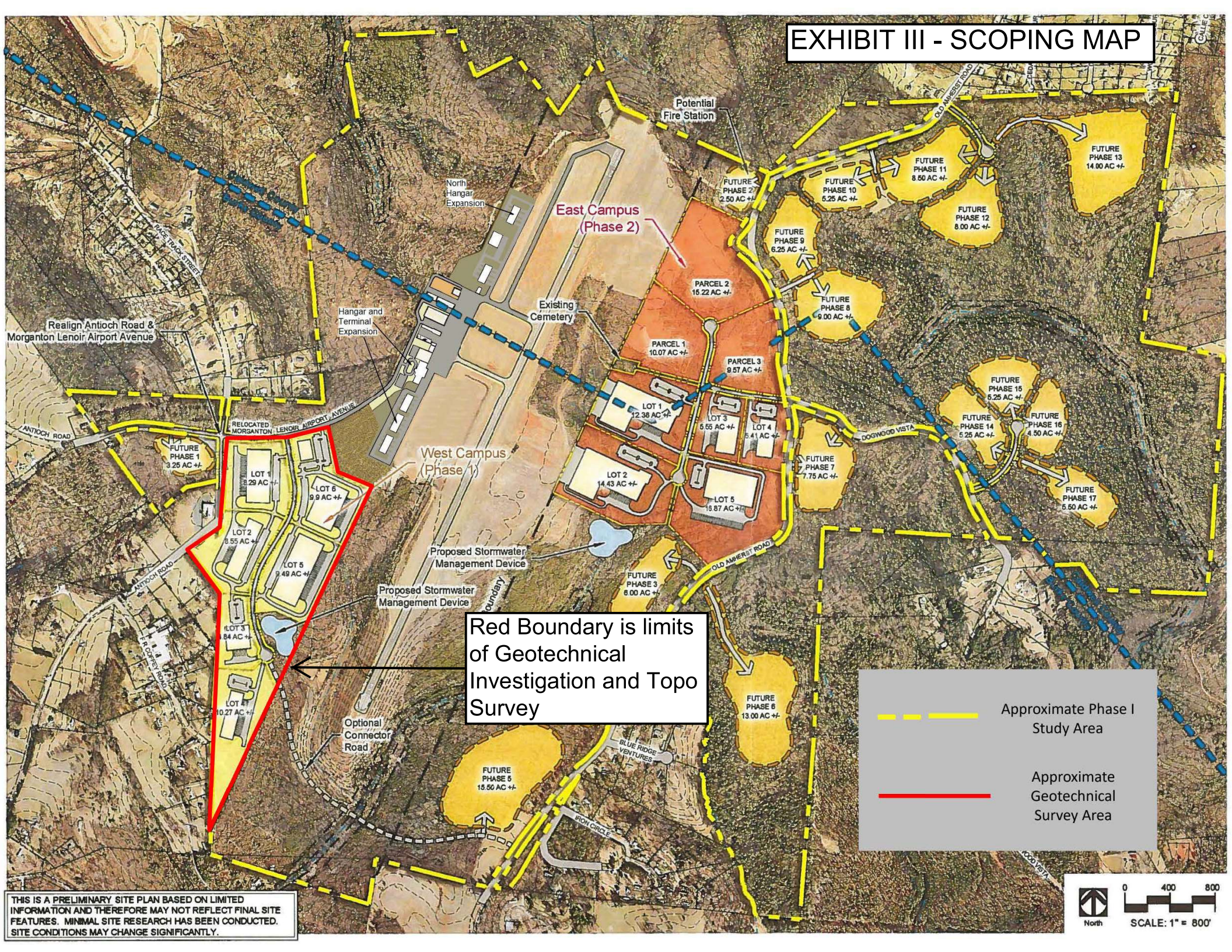
WithersRavenel
Our People. Your Success.

Exhibit II
Fee & Expense Schedule

Description	Rate
Engineering, Landscape Architecture & Planning	
Construction Project Professional	$ 160
Construction Manager I	$ 165
Construction Manager II	$ 180
Senior Construction Manager	$ 205
CAD Technician I	$ 110
CAD Technician II	$ 125
Senior CAD Technician	$ 150
Designer I	$ 140
Designer II	$ 160
Senior Designer	$ 180
Landscape Architect I	$ 160
Landscape Architect II	$ 185
Landscape Architect III	$ 205
Senior Landscape Architect	$ 230
Landscape Designer I	$ 140
Landscape Designer II	$ 150
Landscape Designer III	$ 155
Planning Technician	$ 125
Planner I	$ 135
Planner II	$ 155
Planner III	$ 180
Senior Planner	$ 190
Project Engineer I	$ 180
Project Engineer II	$ 190
Project Engineer III	$ 210
Senior Project Engineer	$ 245
Assistant Project Manager	$ 190
Project Manager I	$ 210
Senior Project Manager	$ 230
Resident Project Representative I	$ 110
Resident Project Representative II	$ 130
Resident Project Representative III	$ 145
Senior Resident Project Representative	$ 155
Staff Professional I	$ 95
Staff Professional II	$ 150
Staff Professional III	$ 165
Senior Technical Consultant	$ 270
Client Experience Manager	$ 245
Director	$ 265
Principal	$ 280
Zoning Specialist	$ 360
Project Coordinators	
Project Coordinator I	$ 100
Project Coordinator II	$ 120
Project Coordinator III	$ 130
Senior Project Coordinator	$ 140
Lead Project Coordinator	$ 150
Other	
Implementation Consultant	$ 160
Senior Implementation Consultant	$ 170

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	$ 180
GIS Specialist	$ 160
GIS Technician	$ 105
GIS Analyst I	$ 130
GIS Analyst II	$ 145
GIS Project Manager	$ 180
F&AM Assistant Project Manager	$ 175
Intern I	$ 70
Intern II	$ 95
F&AM Project Consultant I	$ 130
F&AM Project Consultant II	$ 140
F&AM Project Consultant III	$ 145
F&AM Project Consultant IV	$ 150
F&AM Senior Project Consultant I	$ 160
F&AM Senior Project Consultant II	$ 165
F&AM Project Manager	$ 180
F&AM Principal	$ 280
F&AM Director	$ 250
F&AM Staff Professional I	$ 75
F&AM Staff Professional II	$ 125
F&AM Staff Professional III	$ 165
F&AM Staff Professional IV	$ 205
F&AM Senior Project Manager	$ 230
F&AM Senior Technical Consultant	$ 265
Geomatics	
Geomatics CAD I	$ 110
Geomatics CAD II	$ 130
Geomatics CAD III	$ 145
GIS Survey Technician I	$ 85
GIS Survey Technician II	$ 110
GIS Survey Technician III	$ 130
GIS Survey Lead	$ 145
Geomatics Project Manager I	$ 180
Geomatics Project Manager II	$ 190
Geomatics Project Manager III	$ 220
Geomatics Project Professional I	$ 160
Geomatics Project Professional II	$ 185
Geomatics Principal	$ 260
Geomatics Remote Sensing Crew I	$ 230
Geomatics Remote Sensing Crew II	$ 325
Geomatics Survey Crew I	$ 165
Geomatics Survey Crew II (2 Man)	$ 195
Geomatics Survey Crew III (3 Man)	$ 245
Geomatics Senior Manager	$ 230
Geomatics Survey Tech I	$ 65
Geomatics Survey Tech II	$ 100
Geomatics Survey Tech III	$ 130
Geomatics Survey Tech IV	$ 140
Geomatics Sr. Technical Consultant	$ 235
Geomatics SUE Crew 1	$ 195
Geomatics SUE Crew 2	$ 275

Description	Rate
Environmental	
Environmental Technician I	$ 90
Environmental Technician II	$ 105
Environmental Technician III	$ 110
Environmental Senior Technician	$ 125
Environmental Project Geologist I	$ 160
Environmental Project Geologist II	$ 175
Environmental Project Geologist III	$ 200
Environmental Senior Project Geologist	$ 220
Environmental Assistant Project Manager	$ 175
Environmental Project Manager	$ 200
Environmental Senior Project Manager	$ 220
Environmental Director	$ 250
Environmental Project Engineer I	$ 160
Environmental Project Engineer II	$ 175
Environmental Project Engineer III	$ 200
Environmental Senior Project Engineer	$ 220
Environmental Principal	$ 280
Environmental Project Scientist I	$ 160
Environmental Project Scientist II	$ 175
Environmental Project Scientist III	$ 200
Environmental Senior Project Scientist	$ 220
Environmental Scientist I	$ 115
Environmental Scientist II	$ 140
Environmental Scientist III	$ 150
Environmental Geologist I	$ 115
Environmental Geologist II	$ 140
Environmental Geologist III	$ 150
Environmental Professional I	$ 115
Environmental Professional II	$ 140
Environmental Professional III	$ 150
Environmental Senior Technical Consultant	$ 245
Administrative	
Administrative Assistant	$ 70
Administrative Assistant I	$ 90
Administrative Assistant II	$ 100
Administrative Assistant III	$ 110
Marketing Administration I	$ 100
Marketing Administration II	$ 130
Director of Marketing	$ 160
Office Administration	$ 75
Office Administrator I	$ 130
Office Administrator II	$ 135
Office Administrator III	$ 140
Expenses	
Bond Prints (Per Sheet)	$ 1.75
Mylar Prints (Per Sheet)	$ 11.00
Mileage	Per IRS
Delivery – Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15


EXHIBIT III - SCOPING MAP
Potential Fire Station
North Hangar Expansion
East Campus (Phase 2)
Hangar and Terminal Expansion
Existing Cemetery
Realign Antioch Road & Morganton Lenoir Airport Avenue
West Campus (Phase 1)
Proposed Stormwater Management Device
Proposed Stormwater Management Device
Optional Connector Road
Red Boundary is limits of Geotechnical Investigation and Topo Survey
PARCEL 1 10.07 AC +/-
PARCEL 2 15.22 AC +/-
PARCEL 3 9.57 AC +/-
LOT 1 12.38 AC +/-
LOT 2 14.43 AC +/-
LOT 3 5.55 AC +/-
LOT 4 5.41 AC +/-
LOT 5 18.87 AC +/-
LOT 1 3.29 AC +/-
LOT 2 8.55 AC +/-
LOT 3 9.84 AC +/-
LOT 4 10.27 AC +/-
LOT 5 9.49 AC +/-
LOT 6 9.9 AC +/-
FUTURE PHASE 1 3.25 AC +/-
FUTURE PHASE 2 2.50 AC +/-
FUTURE PHASE 3 6.00 AC +/-
FUTURE PHASE 5 15.50 AC +/-
FUTURE PHASE 6 13.00 AC +/-
FUTURE PHASE 7 7.75 AC +/-
FUTURE PHASE 8 9.00 AC +/-
FUTURE PHASE 9 6.25 AC +/-
FUTURE PHASE 10 5.25 AC +/-
FUTURE PHASE 11 8.50 AC +/-
FUTURE PHASE 12 8.00 AC +/-
FUTURE PHASE 13 14.00 AC +/-
FUTURE PHASE 14 5.25 AC +/-
FUTURE PHASE 15 5.25 AC +/-
FUTURE PHASE 16 4.50 AC +/-
FUTURE PHASE 17 5.50 AC +/-
RELOCATED MORGANTON LENOIR AIRPORT AVENUE
ANTIOCH ROAD
OLD AMHERST ROAD
DOGWOOD VISTA
RACE TRACK STREET
FRICOFFEY ROAD
BLUE RIDGE VENTURES
IRON CIRCLE
Approximate Phase I Study Area
Approximate Geotechnical Survey Area
THIS IS A PRELIMINARY SITE PLAN BASED ON LIMITED INFORMATION AND THEREFORE MAY NOT REFLECT FINAL SITE FEATURES. MINIMAL SITE RESEARCH HAS BEEN CONDUCTED. SITE CONDITIONS MAY CHANGE SIGNIFICANTLY.
North
0 400 800
SCALE: 1" = 800'

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

WithersRavenel, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) n/a

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

115 MacKenan Drive

6 City, state, and ZIP code

Cary NC 27511

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

5	6	–	1	7	4	0	5	2	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Ashley Cade **Date** 1/2/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they