WithersRavenel
Our People. Your Success.

July 1, 2025

Jimmy Harrison, Deputy County Manager
Caldwell County
905 West Ave. NW
Lenoir, NC 28645

RE: **Agreement for Professional Services**
Caldwell County Engineering Services for Wilson Creek Visitors Center
Collettsville, North Carolina
WithersRavenel Project No. 25-0220

Dear Ms. Harrison,

WithersRavenel is pleased to provide this Agreement for Professional Services for the Wilson Creek Visitors Center project.

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



Joel Lenk, P.G.
Senior Project Manager, Stormwater
jlenk@withersravenel.com
Ph. 828-255-0313 | Direct. 828-280-8375

Caldwell County
Caldwell County Engineering Services for Wilson Creek Visitors Center
Collettsville, North Carolina
Agreement for Professional Services

A. 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 project site located at southeast of 7805 Brown Mountain Beach Road in Caldwell County, Collettsville, North Carolina.

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.

The Project has been assigned the following FEMA Project Number: [801498] and can generally be described as: repair and mitigation of the Wilson Creek Visitors Center property located southeast of 7805 Brown Mountain Beach Road, Collettsville, Caldwell County, North Carolina 28611. Wilson Creek Visitors Center is a gateway, information center, and emergency response base for the Wilson Creek Wilderness Area located within the Grandfather District of the Pisgah National Forest. Wilson Creek, a Congressionally Designated Wild & Scenic River and is also classified as Class B, Trout Water, and Outstanding Resource Water by North Carolina Division of Environmental Quality (NC DEQ)-Division of Water Resources (NC DWR). The Wilson Creek Visitors Center suffered substantial damage because of unprecedented flooding caused by Tropical Storm Helene (Helene) throughout western North Carolina. Helene resulted in damage to the Visitor Cener site to include the Parking Area, Public Use Area, Medical Evacuation Area, Tributary to Wilson Creek (Tributary), and the Wilson Creek streambank and riparian zone (Project Area).



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”; Collettsville shall be known as "City"; Caldwell County shall be known as “County”; The executed agreement shall be known as the “Agreement”.
- Federal Management Emergency Agency shall be known as “FEMA.”
- North Carolina Department of Transportation shall be known as “NCDOT.”
- US Army Corps of Engineers shall be known as “USACE.”
- North Carolina Department of Environmental Quality shall be known as “NCDEQ.”

B. Timeline for Services

WithersRavenel 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.

- Existing Conditions Topographic & Partial Boundary Survey: Estimated 2 Months total;
- Repair and Mitigation Design: Estimated 10 Months total;
- Permitting: Estimated 2 Months total;
- Bidding Services: Estimated 4 Months total;
- Services During Construction: Estimated 6 Months total;
- Total Construction: Estimated 6 Months.

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

- Timeliness and additional permit and/or plan reviews of review agencies;

- Timeliness and accuracy of information provided by the Client, Architect, and other Client consultants.

Timeframe through construction will vary based on:

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

From the above and factoring in variability in the approval process, we estimate the total project timeframe for the Scope of Services to be 24 Months.

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

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

C. Scope of Services

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

Task 1. Project Management

The Consultant will manage the project in a manner that will ensure the quality of deliverables as well as coordination and communication with the Client. This will include managing and updating project schedule tracking as well as administrative support of other project documentation. Consultant shall manage the project by:

1. Keeping the Client regularly informed of progress, providing oversight of the production tasks and managing the monthly billing and invoicing for the project.
2. Consultant will keep the Client advised of the progress of the project activities. This includes scheduling and attending monthly meetings/workshops and consultations with the Client and submitting monthly progress report.
3. Maintain monthly project progress meetings, meeting minutes, as well as periodic project presentations for the Client.

Task 2. Existing Conditions Topographic & Partial Boundary Survey

Conduct an existing conditions topographic survey of the County owned parcel (approximately 5 acres PIN: 1881351285). The survey will also include limited boundary survey at the northeast and southwest property corners and lines with adjoining properties. Survey data will be used as a base for design of repair and mitigation of the Project Area.

- Horizontal control will be based on NC State Grid, NAD'83 (2011);
- Vertical control will be based on NAVD '88;
- Adjacent lot lines will be mapped based on current plats of record and corner monumentation.
- Locate visible and obvious site improvements such as roadways, drives, walkways, signs, parking spaces, roadway markings, floodplain and environmental aspects, etc.

- Sanitary sewer and storm structures including culverts will be located to include top and invert elevations, flow lines (curb inlets), and pipe sizes and types where such determinations are possible;
- Locate streetscape ornamental trees, if any, and tree lines of wooded areas. Does not include the location of individual trees within wooded areas;
- Contours to be mapped to a 1' (one-foot) interval;

Task 3. Repair and Mitigation Design

Public Parking Area

The Parking Area was flooded during Helene and aggregate material and base that made up the parking surface was eroded and washed away. Debris and soil on the parcel and this material is proposed to be tested for common contaminants including Total Petroleum Hydrocarbons, Fecal and Total Coliform, volatile organic compounds, semi-volatile organic compounds, metals, pesticides, herbicides, poly chlorinated biphenyls (PCBs) and other suspected contaminants before classifying the material and recommending methods for transport and disposal to a permitted facility, if required. Withers Ravenel proposes to sample the soil and debris stockpile area using NC DEQ-Division of Waste Management (NC DWM) and FEMA guidance for composite sampling of stockpiles and classification of unknown waste.

WithersRavenel understands that the parking surface is to remain aggregate, however mitigation for the parking area could include designs of a geo-grid style or similar, permeable gravel paving solution that will provide greater resistance to flooding and erosion.

To further minimize stormwater impacts, low-density stormwater control measures (SCMs) are proposed to be designed for the downslope side(s) of the parking area. Low density SCMs would provide additional runoff volume reduction and mitigate temperature, sediment, and potential chemical impacts to adjacent high-quality streams.

Public Use Area & Medical Evacuation Area

Repair and mitigation design for The Public Use Area and Medical Evacuation Area (Med Evac Area) will include specification for sediment reuse and removal (if necessary). Design and specifications will be provided for clean engineered fill to repair eroded areas, scarps, and scour holes resulting from Helene within the Project Area. Once the land surface is returned to pre-Helene conditions an ecologically engineered landscape and revegetation plan will be developed to revegetate these areas with primarily native riparian grasses and herbaceous plants, suitable for the existing uses. Native plants will provide greater soil and bank stabilization, storm resilience, healthy ecology, and reduced maintenance. WithersRavenel understands that the County does not desire for additional woody shrub and tree vegetation to be established in Public and Med Evac Areas. Soils in these areas will be amended to pre-Helene conditions capable of supporting a hearty stand of native herbaceous vegetation appropriate for the intended uses. Soil amendments will be based on standard agronomic soil tests conducted by the local Extension Service or private laboratory.

The Med Evac Area will be seeded with a specialized mix of perennial, low growing, hearty, durable, native and hybrid grass species.

The Public Use Area revegetation plan will incorporate a combination of low growing native grasses for picnic areas and access paths to the fishing and wading area along the Wilson Creek point bar. Other areas within the public use area will be seeded with a native riparian mix including taller herbaceous plants consisting of a variety of grasses, sedges, rushes, and perennial wildflowers capable of blooming throughout most of the year. The design for the Public Use and Med Evac areas will extend from Brown Mountain Beach Road (BMBR) to within approximately 50 feet of the Ordinary High-Water Mark (Bankfull Elevation) for Wilson Creek. The repair for Public and Med Evac Areas will include specifications for repair and/or

replacement of approximately 720 linear feet of damaged, wooden spit rail fence, one metal pedestrian gate/entrance, and one 20-feet width, metal double panel emergency vehicle entrance.

Tributary to Wilson Creek

An unnamed tributary (Tributary) to Wilson Creek flows through a culvert beneath BMBR and on to the Project Area. The Tributary was severely eroded by Helene and culverts providing access from the parking area were filled and damaged with sediment and debris and their headwalls and cover were eroded by tropical storm flows and flooding.

WithersRavenel will develop a repair and mitigation plan for the Tributary that incorporates repair and/or replacement of existing culverts based on Hydrologic and Hydraulic (H & H) modeling to determine appropriate culvert size. Natural channel design techniques will be used in the mitigation design that will reduce streambank slope, establish an accessible floodplain, incorporate native deep-rooted riparian vegetation, and provide a durable, resilient, and regenerative stream that does not require substantial maintenance by County staff.

Wilson Creek & Riparian Buffer

Wilson Creek and its riparian buffer were decimated by Helene. Unprecedented stream flow washed away riparian vegetation and simultaneously scoured some areas while depositing sediment and debris in others. WithersRavenel understands that the County desires to return the Wilson Creek streambank to a naturalized, resilient condition that supports wildlife, habitat, and the recreational uses that it provided pre-Helene. These goals will be accomplished by completing a stream condition assessment and designing a mitigation/restoration plan for the river-right streambank of Wilson Creek and an approximately 50-feet width riparian zone adjacent to the stream. Current natural design techniques will be used for this area that will promote ecological function, resilience, and a regenerative site while accommodating pre-Helene social access and uses.

Deliverables

The following documents are anticipated to be provided at various milestones for the Project Area Design:

- Basis of Design Engineering Report (ER) to document the methodologies, calculations, assumptions, standards, results and other relevant information.
- Design Drawings from schematic design to construction drawings, as applicable, prepared in AutoCAD Civil 3D at scales appropriate for the drawing intent.
- Project Manual as defined in the Engineers Joint Contract Document Committee (EJCDC) "EJCDC®C-700, Standard General Conditions of the Construction Contract."
- Opinion of Probable Construction Cost (OPCC).

The above deliverables are anticipated at the following milestones:

- Schematic Design (SD) to include ER, Design Drawings, and OPCC to support the development of a Project Worksheet (PW)/Scope of Work (SOW) for FEMA's approval. Up to three versions (initial and two revisions) are included in this scope of services.
- Design Development (DD) to include ER, Design Drawings, technical Specifications of the Project Manual, and OPCC for review/use by Client, FEMA, and permitting agencies. Up to two versions are included in this scope of services.

- Construction Documents (CD) to include ER, Design Drawings, Project Manual, and OPCC following approval of permitting agencies. Minimal comments are anticipated at this stage that will be addressed with the Bidding Package Submittal.
- Bidding Package submittal to include signed and sealed Construction Drawings and Project Manual for bidding.

Task 4. Environmental Permitting

- 401/404 permits as required for any impacts to jurisdictions waters.
- Threatened and Endangered Species Act requirements in support of FEMA submittals.
- The Consultant will conduct a delineation of the project area to identify jurisdiction wetlands, streams and/or surface waters in the vicinity of the Project Area. Features will be delineated using appropriate guidance from the USACE and NC DEQ DWR.
- The Consultant will review available data from the US Fish and Wildlife (USFWS), NC Wildlife Resource Commission (NCWRC) and NC Natural Heritage Program (NC NHP) to identify federally listed threatened and endangered species that could potentially occur within the Project Area. A pedestrian survey will be conducted to assess and map vegetative communities to identify potential habitat for federally listed species. A presence/absence survey will be conducted within potential habitat areas. The results of the survey will be included in the 404/401 application to facilitate the USACE consultation with the US FWS during the permit application review.
- The Consultant will prepare a 404/401 Preconstruction Notification (PCN) for the US Army Corps of Engineers (USACE) and supporting documentation for these submittals. This scope of work assumes the following permits and approvals will be required: USACE Nationwide Permit (NWP) and NCDWQ 401 Water Quality General Certification.
- Communicate with permit and resource agencies during the review period to identify comments/questions regarding site design, avoidance and minimization and mitigation requirements.
- Prepare and submit one (1) formal response to a request for additional information by either agency to facilitate issuance of the NWP.
- The Consultant will attend up to two (2) virtual meetings with Client and/or the design team, with each meeting lasting up to one (1) hour.
- If an NCDWR 401 application fee is required, the Consultant will make payment for the application fee and online payment convenience fee, which will be billed to the Client as a reimbursable expense.

Task 5. Floodplain Permitting

The Project Area is partially located within the regulated floodplain of Wilson Creek. WithersRavenel will prepare and submit a local floodplain development permit with supporting No-Rise documentation. At this

stage, it cannot be known if a CLOMR/LOMR would be required from FEMA. Therefore CLOMR/LOMR are excluded from this scope.

Task 6. Erosion Control Permitting

Erosion and sedimentation control measures will be designed, specified, and included in the Drawings to meet applicable regulatory requirements. Design will be in accordance with the requirements of the NCDEQ, NC Erosion and Sediment Control Planning and Design Manual, and applicable regulations.

Prepare and submit an erosion control application for erosion control permitting. Permitting fees are based on the disturbed area and will be billed to the Client as a reimbursable expense.

Task 7. Bidding Services

Upon receipt of written authorization from the Client, Consultant will perform the bidding services that include the following sub-tasks. This Task assumes two bidding cycles and a reevaluation of design for value engineering based on the first bidding cycle.

- Bid Advertisement
    - Assist the Client in advertising the Project for competitive formal bids. This will include preparing the "Advertisement" for use by the Client for advertising in local newspapers, plan rooms, and the Client's website.
    - Provide Client electronic copies of construction documents for advertisement and bidding.
- Pre-Bid Meeting
    - Conduct a Pre-Bid Meeting In-Person with Client, NCDWI, prospective bidders, and material suppliers. Consultant will prepare the agenda, take notes, and prepare a summary report of the meeting for distribution.
    - Manage the project addendums. After the Pre-Bid meeting, Consultant will issue an Addendum with the Pre-Bid Meeting Summary. During the bidding phase, Consultant will issue additional addenda as deemed necessary by Consultant and/or the Client.
- Bid Opening, Tabulation and
    - Attend the bid opening (Virtual and In-Person), prepare the bid tabulation documents, open bids and read into record as well as discuss the bid results with the Client.
    - Tabulate the bids and issue an opinion to the Client as to the lowest responsive responsible bidder for the project.
- Provide one additional re-bid services if warranted.

Deliverables

- Advertisement
- Construction Documents
- Pre-Bid Meeting and Addendums
- Bid Opening
- Bid Tabulation and Recommendation of Award

Task 8. Construction Administration

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

- Execution of the Construction Contract
    - Assemble the contract documents for and assist the Client with the execution process between the Contractor and the Client.
- Pre-Construction Conference
    - Conduct a Pre-Construction Conference (Virtual and In-Person). At the pre-construction conference, procedural guidelines and specific Project requirements will be discussed with the Contractor. Among the items to be addressed are correspondence distribution, shop drawing and scheduling procedures, Notice-to-Proceed date, critical schedule requirements, payment procedures, staging areas, emergency procedures, survey control requirements, quality control procedures and requirements, and coordination with quality assurance testing. Consultant will prepare and provide a meeting summary to the Client and the Contractor. The Contractor shall be responsible for providing its Sub-Contractors with the meeting notes.
- Construction Contract Administration. Consultant will act on behalf of the Client and act as its representative for the estimated construction period. Consultant will provide contract administration required for the Project, including:
    - Carry out the duties and responsibilities as Consultant as stated in the General Conditions and Supplemental Conditions of the construction contract.
    - Administer the construction contract, respond to Contractor correspondence, issue instructions from the Client, and maintain a complete document file for the Project.
    - Maintain documents including but are not limited to correspondence, quality control procedures, daily observation records, shop drawing schedule, shop drawing and submittal log, change orders, scheduling, Project meetings, costs and disbursement data, and progress reports.
    - Supervise and manage the work performed by the Resident Project Representative (RPR) during construction.
- Progress Meetings/Site Visits
    - During the estimated construction period, Consultant will hold monthly progress meetings (Virtual and In-Person) from Notice-to-Proceed through Substantial Completion. In these meetings, the Client, Consultant, and the Contractor will address such items including but not limited to schedules, coordination problems, design issues, construction issues, pending

change orders, outstanding shop drawings and other submittals, procurement delays, material or construction issues, and other issues related to completion of the Project. This is assumed to be monthly site visits/construction progress visits, assuming two (2) hours on site plus travel time for each visit for the estimated construction period.

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

- Shop Drawings and Submittals Review
  - Consultant will review and respond to Shop Drawings and submittals which the Contractor is required to submit for conformance with the design concept and compliance with the information given in the Contract Documents; Consultant will transmit one copy (Hardcopy or Digital) of shop drawings to the Client with written comments. Included in the shop drawing review is the assessment of alternates proposed by the Contractor. Alternate requests will be reviewed for conformance with the Contract Specifications. This subtask assumes the review and response to up to ten (10) sets of Shop Drawings and up to two (2) reviews and responses to other submittals.
- Review Pay Requests
  - Based on the on-site observations, information provided by the RPR, and review of the applications for payment and the accompanying data and schedules, Consultant will assess the percentage of Project completion by the Contractor and recommend payments to the Contractor in the appropriate amount. This subtask assumes the review and approval of monthly pay applications for the estimated construction period.
  - By recommending payment, Consultant shall not thereby be deemed to have represented those observations made by Consultant to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or have involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. Neither Consultant's review of Contractor's Work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant's responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- Change Orders and Time Extensions
  - Consultant will provide contract administration services in connection with changes to the construction contract that reflect minor changes or deletions requested by the Client,

Consultant, or the Contractor. The consultant will maintain a listing of additional costs and credits as a result of change orders. The client agrees to review change orders prepared by Consultant and issue a directive on its opinion of the change order in writing. Larger changes or claims asserted by the Contractor and/or redesigns, analyses, or evaluation that are beyond the scope of this Scope of Services or required through no fault of Consultant, requested by the Client or Contractor, shall be considered Additional Services. This subtask assumes the review and approval of up to five (5) change orders.

- Final Walk-Through and Certification
    - Consultant will conduct a walk-through review with the Contractor and the RPR to determine if the Project has reached substantial completion and prepare a punch list of work items needed to meet final completion. After the Contractor has addressed the items in the punch list, Consultant will conduct one final walk-through review to determine if the work is acceptable and is in substantial conformance with the drawings and specifications to the best of Consultant's knowledge. Once Consultant and Client deem the work to be acceptable and in substantial conformance with the drawings and specifications (to the best of Consultant's knowledge), Consultant can provide written notice of such to the Client. Additionally, Consultant can recommend final payment to Contractor as appropriate. Additionally, Consultant can certify that the Project was built within substantial conformance with the drawings and specifications (to the best of Consultant's knowledge), but only if:
        - Consultant has been allowed to observe construction activities, startup, and testing which he deems appropriate.
        - Consultant determines that his observations support that the construction was carried out satisfactorily.
        - Known nonconforming construction has been satisfactorily corrected.
- Standards of Performance
    - Consultant shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Contractor.
    - Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents. Consultant shall not be responsible for any

decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Consultant or its Consultants.

Task 9. Construction Observation (Hourly)

Consultant can provide Resident Project Representative (RPR) as an optional service to the Client for the estimated construction period. The duties are as follows:

- Observe if the construction is proceeding according to the Drawings and Specifications.
- Document the work in daily field observation reports.
- Document weather conditions as well as the ability of the Contractor to perform the work.
- The task assumes that part time observation of approximately sixteen (16) hours per week for the estimated construction period at the current rate will be required during most of the project and for critical stages. Non-critical stages of construction that include activities such as clearing, stripping, erosion and sediment control, miscellaneous grading, and seeding, when only periodic observation may be warranted.

Consultant has no control over inclement weather, the sequence, productivity, and, most importantly, the timing with which the Contractor will complete the work, and thus the number of field observation hours may differ from the hours estimated. Consultant will only be paid for the actual number of RPR hours worked. A day-by-day log will be kept of RPR hours so that the Client can track the expenditure of these hours. If conditions of the Contract or the scope of the work defined in the Contract between the Contractor and the Client is modified, such that the contract time is extended, then Consultant reserves the right to negotiate an increase in the budget for this task.

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

Task 10. Project Close-out

Consultant can provide Resident Project Representative (RPR) as an optional service to the Client.

- Prepare Record Drawings. Using redline drawings, construction survey, and other information prepared by the Contractor, Consultant will prepare Record Drawings for the Project and submit one (1) copy (Hardcopy or Digital) to Client. Redline and as-built data will be compared to RPR information. WithersRavenel will contact the contractor to resolve inconsistencies between provided data and RPR information.
- Assist Client with documentation for FEMA Project Close-out.

D. 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 WithersRavenel and its agents if requested in writing by the Client and accepted by WithersRavenel. The following list is not all inclusive and the Scope of Services defines the services to be provided by WithersRavenel 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:

General

- All plan submittal, review, or permitting fees;
- Any work previously provided in other proposals;
- Any other services not specifically listed within Section C;
- Additionally required debris sampling and analytical costs;
- Changes in 404, 401, and FEMA permitting requirement or consultation with regulatory agencies, commissions or services;
- Any Value Engineering evaluation following bidding;
- Any work previously provided in other agreements;

E. Client Responsibilities

The following items will be provided by the Client and WithersRavenel 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 architect, contractor, and other consultants engaged by the Client;
  - Preferred media platforms for communications with the Client;
  - Provide in writing, any information as to Client's requirements for design;
  - 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, sketches, estimates and other documents 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;
  - Acquire all off-site utility and/or construction easements required for this Project;
  - Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant;
  - All submittal, review, or permitting fees associated with the Project;
  - Any legal representation requiring an attorney at law.
- Project Specific:
  - Funding administration with FEMA.
- Construction Specific:
  - Arrange a pre-construction conference with the contractor, Client, Consultant, and other design professionals for the final Project coordination prior to the commencement of construction;
  - Provide direction and payments to contractors;

- Coordination with contractor on scheduling or fulfillment of its responsibilities;
- Distribution of approved plans and permits to contractor.

F. Compensation for Services

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

Task No.	Task Name	Fee
Task 2	Project Management	$20,450
Task 1	Existing Conditions Topographic & Partial Boundary Survey	$14,900
Task 2	Repair and Mitigation Design	$74,200
Task 3	Environmental Permitting	$36,300
Task 4	Floodplain Permitting	$18,200
Task 5	Erosion Control Permitting	$13,300
Task 6	Bidding Services	$12,100
Task 7	Construction Administration	$28,600
Task 8	Construction Observation (Hourly)	$16,800
Task 9	Project Close-out	$16,800
EXPEN	Reimbursable Expenses (As-needed)	$2,000
	Total	$253,650

(Hourly) Denotes hourly tasks. The fee budgets represented with hourly tasks are good faith estimates of what can be reasonably expected during the performance of this contract.

Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for WithersRavenel personnel in accordance with Exhibit II for hourly tasks, 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.

G. 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 WithersRavenel 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:	ACCEPTED BY:
WithersRavenel	Caldwell County
June 27, 2025 Signature Date	Signature Date
Joel Lenk, P.G. Name	Jimmy Harrison Name
Senior Project Manager Title	Deputy County Manager Title
June 27, 2025 Signature Date	
Dori Sabeh, PE, GISP Name	
Director of Stormwater Title	

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

Signature of Finance Officer: _____

Printed Name: _____

Date: _____

Attachments:

Exhibit I- Standard Terms and Conditions
Exhibit II- Fee & Expense Schedule
Exhibit A- FEMA Provisions

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.

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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