

**WORK AUTHORIZATION**

**ENGINEERING CONSULTING SERVICES BY:  
TALBERT, BRIGHT & ELLINGTON, INC.**

**FOR:  
ON-AIRPORT OBSTRUCTION REMOVAL (CA SERVICES)**

**AT:  
MID-CAROLINA REGIONAL AIRPORT**

**REFERENCING:  
NCDOT-DOA #: 36237.42.16.1**

**December 14, 2021**

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**I. PROJECT SUMMARY**

This project will include the construction administration, full time Resident Project Representative (RPR) services, and Quality Acceptance Testing for the On-Airport Obstruction Removal project at Mid-Carolina Regional Airport in Salisbury, NC. The clearing includes a total of 44 acres of trees. It is a mixture of clearing and grubbing; clearing and grinding; and hand clearing. The project scope also contains erosion control measures, including two temporary sediment basins.

The construction phase services for this project include: the development of the project scope, contract, schedule and cash flow; grant procurement assistance (for two grants, see section IV); coordination with the Owner for award of the construction contract; preparation and distribution of contract documents and Released For Construction plans and specifications to the Contractor, NC Department of Transportation – Division of Aviation (NCDOA), and the Owner; coordination and conduction of the Preconstruction Conference; preparation and distribution of Preconstruction Conference minutes; review of Contractor's project schedule; coordination and review of Contractor submittals; coordination with NCDOA, Rowan County, and sub-consultants; review quality acceptance test results; construction visits / progress meetings; progress meeting minutes / observation reports; review field change requests and related correspondence; review and process Contractor pay requests; review and process requests for reimbursement; conduct a final inspection and prepare/distribute punch list items letter; develop record drawings; assemble Final Engineer's Report; assist Rowan County with Grant Closeout and prepare Grant Closeout paperwork.

The construction administration of this project will be funded using FAA Non-Primary Entitlement Funding.

**II. CONSULTANT'S SCOPE OF WORK OVERVIEW**

Engineering Services will be provided for construction administration, and Quality Assurance Testing of the contract drawings for the proposed Obstruction Removal project, as depicted in the

attached exhibit, for Mid-Carolina Regional Airport in accordance with the Master Contract dated April 1, 2019.

The method of payment shall be on a lump sum basis in accordance with Section V, Paragraph A1 and B of the Master Contract. The work shall be performed in accordance with the Master Contract as a lump sum of **\$38,464.37** including **\$917.00** for expenses. Special services shall be performed on a not to exceed basis with a budget of **\$126,847.34**. The total value of this Work Authorization shall not exceed **\$165,311.71** without additional authorization.

### III. CONSTRUCTION PHASE CRITERIA AND REQUIREMENTS

- ADO Generated “Airport Sponsor Grant Expectations”
- FAA AC 150/5370-2E; Operational Safety On Airports During Construction

### IV. WORK TASKS

#### BASIC SERVICES

##### **CONSTRUCTION ADMINISTRATION PHASE:**

The construction phase services for this project include: the development of the project scope, contract, schedule and cash flow; grant procurement assistance; coordination with the Owner for award of the construction contract; preparation and distribution of contract documents and Released For Construction plans and specifications to the Contractor, NC Department of Transportation – Division of Aviation (NCDOA), and the Owner; coordination and conduction of the Preconstruction Conference; preparation and distribution of Preconstruction Conference minutes; review of Contractor’s project schedule; coordination and review of Contractor submittals; coordination with NCDOA, Rowan County, and sub-consultants; review quality acceptance test results; construction visits / progress meetings; progress meeting minutes / observation reports; review field change requests and related correspondence; review and process Contractor pay requests; review and process requests for reimbursement; conduct a final inspection and prepare/distribute punch list items letter; develop record drawings; assemble Final Engineer’s Report; assist Rowan County with Grant Closeout and prepare Grant Closeout paperwork. There will be two NPE grants associated with funding this project. One grant will be for 90% funding (FY 2018 and FY 2019), and the other grant will be for 100% funding (FY 2020 and FY 2021). See Task A in the manhours summary for additional information.

The intended deliverables for this submittal shall include:

- A. Released for Construction Plans and Specifications.
- B. PDF versions of record drawing plan sheets and technical specifications.
- C. PDF version of Contractor’s Closeout Documentation and Final Engineer’s Report.
- D. PDF of testing records to NCDOA, if requested.

#### SPECIAL SERVICES



#### Task 1 – Full-Time Resident Project Representative (RPR)

A full-time resident project representative will be provided to observe the construction and other responsibilities in accordance with “Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative” of the Master Contract. Assume seventy (70) hours per week over a ninety (90) calendar day contract time allotment, and ten (10) hours per day for three (3) days to complete all punch list items.

#### Task 2 – Quality Assurance Testing

Quality assurance and acceptance testing required by the project specifications for this project will be provided. This shall include:

Engineered Fill Testing. Observation of fill placement and the execution of field density tests to ensure compaction requirements are met per the plans and specifications.

Reports of the tests performed will be provided, along with a summary of all tests performed at project closeout. Testing firm will be prequalified with NCDOT.

### **V. PROJECT SCHEDULE**

The Construction Contract Time for this project is ninety (90) calendars days. A preconstruction meeting will be held prior to construction starting and to establish a notice to proceed (NTP) date. Once the Contractor has completed work, a final inspection will be held and a punch list generated. It is anticipated that it will take the Contractor two (2) weeks to complete the punch list.

### **VI. GENERAL ASSUMPTIONS AND CLARIFICATIONS**

- 1. It is assumed that the construction will follow standard FAA and NCDOT requirements per the plans and specifications.*
- 2. Funding will be provided in two grants.*
- 3. Project Engineer will attend 1 preconstruction conference, 6 Construction visits/Progress Meetings, 1 final inspection, and 1 site visit to verify completed punch list.*
- 4. The RPR will work 70-hour weeks and stay overnight during work days for the duration of the 90-calendar day project.*
- 5. The RPR will work 10-hour days while the Contractor is completing the punch list.*
- 6. The Resident Project Representative will make trips to the project site for the pre-construction conference, for each work week (weekly trips to the job site), for the final inspection, and for the completion of the punch list items.*

### **VII. OTHER**

**Not applicable for this phase of work.**

### **VIII. CONTACT/CLOSING**

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR CONSTRUCTION ADMIN PHASE SERVICES  
ON-AIRPORT OBSTRUCTION CLEARING  
NCDOT-DOA #: 36237.42.16.1

**Agreed as to Scope of Services, Time Schedule, and Budget:**

**OWNER:**  
**ROWAN COUNTY**  
130 West Innes Street  
Salisbury, NC 28144  
704-216-8180

**ENGINEER:**  
**TALBERT, BRIGHT &  
ELLINGTON, INC.**  
3525 Whitehall Park Drive  
Suite 210  
Charlotte, NC 28273  
704-426-6070

\_\_\_\_\_  
BY:

\_\_\_\_\_  
BY:

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
DATE:

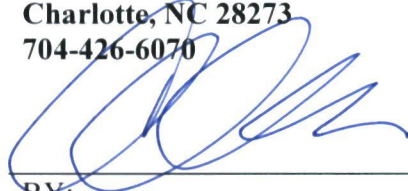
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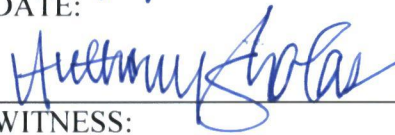
**ENGINEER PROJECT MANAGER  
CONTACT INFORMATION:**

**J. Andrew Shook, P.E.**  
3525 Whitehall Park Drive, Suite 210  
Charlotte, NC 28273  
704-426-6070

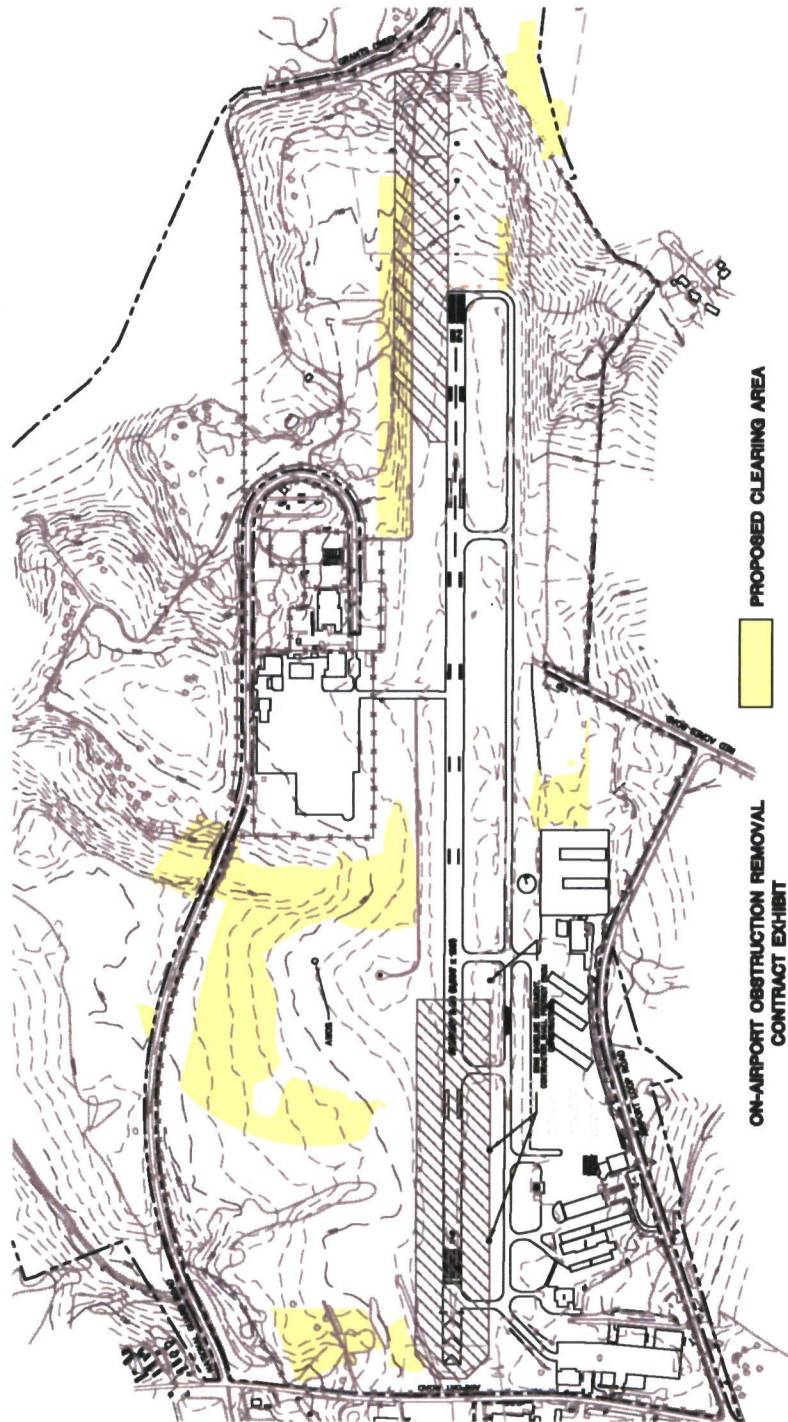


Vice President

02/10/2022







**Project Sketch**

**APPENDIX A: DRAWING SHEET LIST**

1. Cover Sheet
2. Construction Safety and Phasing Plan
3. Tree Removal and Erosion Control Plan (sheets 1-5)
4. Erosion Control Details (sheets 1-2)
5. NCG01 Notes and Details (sheets 1-2)

**APPENDIX B: CONTRACT CHECKLIST FROM FAA ADVISORY CIRCULAR 15/5100-14E**


The following checklist identifies important items and provisions to be considered in preparing any contract for consultant services. It is not intended to be all-inclusive, as each contract will vary based on the unique requirements of the project scope of services, but should be reviewed by the consultant and sponsor to ensure the general intent and content of the scoping document are fully developed.

- a. Effective date of contract.
- b. Names and descriptions of the parties to the agreement with their addresses and, in the case of a corporate body, the legal description of the corporation.
- c. Nature, extent, and character of the project, the location thereof, and the time limitations.
- d. Services, including performance and delivery schedules, to be rendered by the consultant.
- e. Delineation of responsibilities of the consultant, the sponsor, and other consultants and parties involved in the performance of the project, particularly key personnel such as the project manager.
- f. Delineation of the duties and responsibilities of the resident engineer/inspector.
- g. Inclusion of mandatory contract provisions identified in paragraph 3-4 (of the Advisory Circular).
- h. Provision for renegotiation of the contract on the basis of change in the scope of the project, changes in conditions, additional work, etc.
- i. Provision that reproducible copies of planning and design drawings and specifications be made available to the sponsor upon request.
- j. Compensation, including methods of payment and payment schedules, for services to be rendered by consultants.
- k. Provision for the termination of the consultant services before completion of work.
- l. Provision for preparation of a Quality Control Plan as required by the special provisions of the grant agreement.
- m. Provision for preparation of an Engineer's Design Report and Final Report.



TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR CONSTRUCTION ADMIN PHASE SERVICES  
ON-AIRPORT OBSTRUCTION CLEARING  
NCDOT-DOA #: 36237.42.16.1

**APPENDIX C: BASIC SERVICES LUMP SUM FEE AND NOT TO EXCEED  
SUBCONSULTANT SERVICES FEE**

<b>TALBERT, BRIGHT &amp; ELLINGTON, INC.</b>	<b>MAN-HOUR/FEE ESTIMATE SUMMARY PAGE</b>  <b>MID-CAROLINA REGIONAL AIRPORT</b>  <b>ON-AIRPORT OBSTRUCTION REMOVAL</b>			
GENERAL NOTE: Information in red and applicable shaded areas on task sheets are available for data entry. All other cells are protected.				
<b>BASIC AND SPECIAL SERVICES: LABOR SUMMARY</b>				
<b>MAJOR TASK:</b>	<b>MAJOR TASK DESCRIPTION:</b>	<b>COST:</b>		
TASK A - LABOR	(A-104) CONSTRUCTION ADMINISTRATION PHASE	\$37,547.37		
TASK B - LABOR	(A-105) RESIDENT PROJECT REPRESENTATIVE	\$110,159.10		
TASK C - LABOR	(A-10X) TASK DESCRIPTION	\$0.00		
TASK D - LABOR	(A-10X) TASK DESCRIPTION	\$0.00		
TASK E - LABOR	(A-10X) TASK DESCRIPTION	\$0.00		
TASK F - LABOR	(A-10X) TASK DESCRIPTION	\$0.00		
TASK G - LABOR	(A-10X) TASK DESCRIPTION	\$0.00		
TASK H - LABOR	(A-10X) TASK DESCRIPTION	\$0.00		
TASK I - LABOR	(A-10X) TASK DESCRIPTION	\$0.00		
TASK J - LABOR	(A-10X) TASK DESCRIPTION	\$0.00		
TASK K - LABOR	(A-10X) TASK DESCRIPTION	\$0.00		
<b>SUBTOTAL LABOR:</b>		<b>\$147,706.47</b>		
<b>BASIC AND SPECIAL SERVICES: NON-SALARY DIRECT COST</b>				
TASK A - EXPENSES	(A-104) CONSTRUCTION ADMINISTRATION PHASE	\$917.00		
TASK B - EXPENSES	(A-105) RESIDENT PROJECT REPRESENTATIVE	\$12,288.24		
TASK C - EXPENSES	(A-10X) TASK DESCRIPTION	\$0.00		
TASK D - EXPENSES	(A-10X) TASK DESCRIPTION	\$0.00		
TASK E - EXPENSES	(A-10X) TASK DESCRIPTION	\$0.00		
TASK F - EXPENSES	(A-10X) TASK DESCRIPTION	\$0.00		
TASK G - EXPENSES	(A-10X) TASK DESCRIPTION	\$0.00		
TASK H - EXPENSES	(A-10X) TASK DESCRIPTION	\$0.00		
TASK I - EXPENSES	(A-10X) TASK DESCRIPTION	\$0.00		
TASK J - EXPENSES	(A-10X) TASK DESCRIPTION	\$0.00		
TASK K - EXPENSES	(A-10X) TASK DESCRIPTION	\$0.00		
<b>SUBTOTAL NON-SALARY DIRECT COSTS:</b>		<b>\$13,205.24</b>		
<b>SUBCONSULTANTS OR SUBCONTRACTORS</b>				
(A-105) Quality Assurance Testing	PROVIDED BY: <b>S&amp;ME, INC.</b>	\$4,400.00		
	PROVIDED BY:			
	PROVIDED BY:			
	PROVIDED BY:			
	PROVIDED BY:			
	PROVIDED BY:			
	PROVIDED BY:			
	PROVIDED BY:			
	PROVIDED BY:			
	PROVIDED BY:			
<b>SUBTOTAL OF SUBCONSULTANTS:</b>		<b>\$4,400.00</b>		
<b>TOTAL FEE: \$165,311.71</b>				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">           PREPARED BY: PROJECT MANAGER NAME            TITLE: PROJECT MANAGER            REPRESENTING: COMPANY NAME            DATE: DATE         </td> <td style="width: 50%;">           SPONSOR: SPONSOR REPRESENTATIVE            TITLE: REPRESENTATIVE TITLE            WBS NUMBER: WBS #            SIGNATURE:         </td> </tr> </table>			PREPARED BY: PROJECT MANAGER NAME TITLE: PROJECT MANAGER REPRESENTING: COMPANY NAME DATE: DATE	SPONSOR: SPONSOR REPRESENTATIVE TITLE: REPRESENTATIVE TITLE WBS NUMBER: WBS # SIGNATURE:
PREPARED BY: PROJECT MANAGER NAME TITLE: PROJECT MANAGER REPRESENTING: COMPANY NAME DATE: DATE	SPONSOR: SPONSOR REPRESENTATIVE TITLE: REPRESENTATIVE TITLE WBS NUMBER: WBS # SIGNATURE:			





**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR CONSTRUCTION ADMIN PHASE SERVICES  
ON-AIRPORT OBSTRUCTION CLEARING  
NCDOT-DOA #: 36237.42.16.1**


TALBERT, BRIGHT & ELLINGTON, INC.			MAN-HOUR FEE ESTIMATE MID-CAROLINA REGIONAL AIRPORT ON-AIRPORT OBSTRUCTION REMOVAL			DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION								
DATE: 12/6/2021														
BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS														
TASK B	(A-105) RESIDENT PROJECT REPRESENTATIVE	Principal	Senior Project Manager	Project Manager	Senior Planner	Engineer 5	Engineer 4	Engineer 2	Tech 5	Admin 5	RPR	Total Hours Per Task	Total Task Cost	
Task B.1	Pre-Construction Conference										4	4	\$ 140.00	
Task B.2	Project Inspection										900	900	\$ 31,500.00	
Task B.3	Final Inspection										4	4	\$ 140.00	
Task B.4	Punch List Inspection										30	30	\$ 1,050.00	
Task B.5											-	0	\$ -	
Task B.6											-	0	\$ -	
Task B.7											-	0	\$ -	
Task B.8											-	0	\$ -	
Task B.9											-	0	\$ -	
Task B.10											-	0	\$ -	
Task B.11											-	0	\$ -	
Task B.12											-	0	\$ -	
Task B.13											-	0	\$ -	
Task B.14											-	0	\$ -	
Task B.15											-	0	\$ -	
Task B.16											-	0	\$ -	
Task B.17											-	0	\$ -	
Task B.18											-	0	\$ -	
Task B.19											-	0	\$ -	
Task B.20											-	0	\$ -	
Task B.21											-	0	\$ -	
Task B.22											-	0	\$ -	
Task B.23											-	0	\$ -	
Task B.24											-	0	\$ -	
TOTAL MAN-HOURS		0	0	0	0	0	0	0	0	0	938	938		
RAW LABOR COSTS PER HOUR		\$90.00	\$71.00	\$57.00	\$50.00	\$56.00	\$48.00	\$35.00	\$42.00	\$26.00	\$35.00			
TOTAL LABOR FEES (Without Multiplier)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,830.00		\$ 32,830.00	
TOTAL DIRECT LABOR COSTS:														
STATE AUDITED OVERHEAD RATES:														
Apply Multiplier of:														
Overhead Subtotal:														
Profit:														
Capital Costs:														
TOTAL LABOR COSTS THIS TASK														

(Template Date: 05/2014)

AV FeeEstimate (AV-201)




TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR CONSTRUCTION ADMIN PHASE SERVICES  
ON-AIRPORT OBSTRUCTION CLEARING  
NCDOT-DOA #: 36237.42.16.1

ALBERT, BRIGHT & ELLINGTON		MAN-HOUR FEE ESTIMATE		 DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
MID-CAROLINA REGIONAL AIRPORT ON-AIRPORT OBSTRUCTION REMOVAL					
				12/6/2021	
BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST (A-104) CONSTRUCTION ADMINISTRATION PHASE					
GENERAL PROJECT WORK:					
	QTY	DESCRIPTION		UNIT COST	
Travel:					
Personal Mileage	9	Trip(s) in Sedan @	102 miles @	\$0.560	\$514.08
	0	Trip(s) in Carry-All @	0 miles @	\$0.580	\$0.00
Per Diem:	0	Breakfast	each	\$8.60	\$0.00
	0	Lunch	each	\$11.30	\$0.00
	0	Dinner	each	\$19.50	\$0.00
	0	Day	each	\$39.40	\$0.00
	0	Lodging	each	\$80.00	\$0.00
	0	Incidental Expenses	each	\$5.00	\$0.00
Rental Car	0	Sedan		\$45.00	\$0.00
	0	Mileage for Rental Car Only	miles @	\$0.20	\$0.00
Airfare	0	Flight Origin/Destination & Rate:	each	\$250.00	\$0.00
Reproduction:					
	720	8 1/2 x 11 B & W Copies	each	\$0.09	\$64.80
	12	11 x 17 B & W Copies	each	\$0.15	\$1.80
	0	8 1/2 x 11 Color Copies	each	\$0.83	\$0.00
	0	11 x 17 Color Copies	each	\$1.66	\$0.00
	66	24 x 36 B & W Copies	each	\$2.52	\$166.32
	0	24 x 36 Color Copies	each	\$8.62	\$0.00
Shipping / Post:	6	Express Shipping	each	\$20.00	\$120.00
	10	USPS Postage	each	\$5.00	\$50.00
				Subtotal	\$917.00
MISCELLANEOUS DIRECT EXPENSES:					
ITEM	QTY	DESCRIPTION		UNIT	UNIT COST
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Subtotal	\$0.00
				TOTAL:	\$917.00

AV FeeEstimate (AV-201) (5/14)

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR CONSTRUCTION ADMIN PHASE SERVICES  
ON-AIRPORT OBSTRUCTION CLEARING  
NCDOT-DOA #: 36237.42.16.1

TALBERT, BRIGHT & ELLINGTON		MAN-HOUR FEE ESTIMATE MID-CAROLINA REGIONAL AIRPORT ON-AIRPORT OBSTRUCTION REMOVAL		 DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST (A-105) RESIDENT PROJECT REPRESENTATIVE					12/6/2021
GENERAL PROJECT WORK:					
	QTY	DESCRIPTION		UNIT COST	
Travel:					
Personal Mileage	27	Trip(s) in Sedan @	102 miles @	\$0.560	\$1,542.24
	0	Trip(s) in Carry-All @	0 miles @	\$0.580	\$0.00
Per Diem:	0	Breakfast	each	\$8.60	\$0.00
	0	Lunch	each	\$11.30	\$0.00
	0	Dinner	each	\$19.50	\$0.00
	90	Day	each	\$39.40	\$3,546.00
	90	Lodging	each	\$80.00	\$7,200.00
	0	Incidental Expenses	each	\$5.00	\$0.00
Rental Car	0	Sedan		\$45.00	\$0.00
	0	Mileage for Rental Car Only	miles @	\$0.20	\$0.00
Airfare	0	Flight Origin/Destination & Rate:	each	\$250.00	\$0.00
Reproduction:					
	0	8 1/2 x 11 B & W Copies	each	\$0.09	\$0.00
	0	11 x 17 B & W Copies	each	\$0.15	\$0.00
	0	8 1/2 x 11 Color Copies	each	\$0.83	\$0.00
	0	11 x 17 Color Copies	each	\$1.66	\$0.00
	0	24 x 36 B & W Copies	each	\$2.52	\$0.00
	0	24 x 36 Color Copies	each	\$8.62	\$0.00
Shipping / Post:					
	0	Express Shipping	each	\$20.00	\$0.00
	0	USPS Postage	each	\$5.00	\$0.00
				Subtotal	\$12,288.24
MISCELLANEOUS DIRECT EXPENSES:					
ITEM	QTY	DESCRIPTION		UNIT	UNIT COST
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Subtotal	\$0.00
				TOTAL:	\$12,288.24

AV FeeEstimate (AV-201) (5/14)

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR CONSTRUCTION ADMIN PHASE SERVICES  
ON-AIRPORT OBSTRUCTION CLEARING  
NCDOT-DOA #: 36237.42.16.1



December 13, 2021

Talbert, Bright & Ellington, Inc.  
3525 Whitehall Park Drive, Suite 210  
Charlotte, North Carolina 28273

Attention: Mr. Andy Shook

Reference: **Proposal for Quality Assurance Testing**  
**RUQ On-site Obstruction Removal**  
Salisbury, North Carolina  
S&ME Proposal No. 21350088

Dear Mr. Shook:

As requested, S&ME, Inc. (S&ME) is pleased to submit this proposal to provide quality assurance testing services for the above referenced project. This proposal describes our understanding of the project and anticipated scope of services and presents the associated compensation for our services.

#### ◆ Project Information

This proposal is based on email correspondence from Mr. Andy Shook of Talbert, Bright & Ellington (TB&E) on December 8, 2021. Included in the email were the plans and section P-152 of the project specifications by TB&E dated October 21, 2021.

Project includes obstruction removal at the Mid-Carolina Regional Airport in Salisbury, North Carolina. As part of the removal process, two temporary sediment basins are proposed north of the runway. Once the removal process is complete, the sediment basins are to be re-graded. Mr. Shook has requested S&ME perform testing as the basins are re-graded. Fill heights during re-grading is anticipated to be less than 5-feet for each basin. Mr. Shook has not requested testing as the basins are constructed.

#### ◆ Scope of Services

Based on the provided project documents and email correspondence, we anticipate the following services may be required. Following is a general description of each of the services proposed. Testing will be performed in general accordance with the applicable ASTM and/or industry standards, unless noted otherwise.

##### **Subgrade Evaluations:**

Our services consist of an evaluation of the subgrade soils prior to proceeding with fill placement in the temporary sediment basins.

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S&ME, Inc. | 9751 Southern Pine Boulevard | Charlotte, NC 28273 | p 704.523.4726 | [www.smeinc.com](http://www.smeinc.com)





Proposal for Quality Assurance Testing  
RUQ On-site Obstruction Removal  
Salisbury, North Carolina  
S&ME Proposal No. 21350088

These services can be performed to aid in identifying possible unsuitable near-surface soil conditions for repair prior to continued construction. The evaluations may consist of proofrolling, test pit observations, probing, and/or hand auger borings with Dynamic Cone Penetrometer testing.

### Engineered Fill Testing

Our services can consist of observing fill placement and randomly performing field density tests to measure the compaction of the fill for compliance with the project plans and specifications.

Unless otherwise outlined in the project specifications, density testing will be performed by one or more of the following methods: drive tube method (ASTM D2937), sand cone method (ASTM D1556), or nuclear density gauge method (ASTM D6938). In addition, we will perform standard Proctor (ASTM D698) testing on the different materials used as fill.

### Project Management

#### Reporting through METAFIELD

S&ME has deployed MetaField® to serve as our field information management system. Our Technicians and Engineers record their test data and field inspection forms using tablets. As soon as data is saved from the field, it is immediately available on our Project Manager's computer. The value to our clients is that *information can be communicated very quickly* allowing the entire design and construction team to be aware of small problems before they escalate into larger (and more expensive) issues.



MetaField® is the only true Field Information Management System (FIMS) developed for our industry. It serves the needs of multidisciplinary civil, engineering, testing, and environmental consulting firms that conduct significant operations in the field and in the lab where the remote gathering of testing information, materials samples, special inspections, discrepancy management, and construction observation data is required.

MetaField addresses the entire process, from project setup and specification, through field data collection, geo-coding of transactions using mobile GPS services, monitoring, quality control, exception/discrepancy management, report generation, report delivery, and on-going data mining.

- **Daily Reports:** We will summarize our activities, observations and test results for each site visit on a Daily Report. Once reviewed by an S&ME Project Manager, the reports will be transmitted to the design and construction team members. We will identify discrepancies in the report and bring them to the attention of the contractor, owner, and design team.



Proposal for Quality Assurance Testing  
RUQ On-site Obstruction Removal  
Salisbury, North Carolina  
S&ME Proposal No. 21350088

### ◆ Excluded Services

Without attempting to provide a complete list of all services or potential services that will be excluded from this proposal and not performed by S&ME, the following services are specifically excluded from this proposal. Some of these services can be performed by S&ME if desired; however, a separate or revised proposal for these services would be required.

- Directing of any contractor's or subcontractor's work.
- Any aspect of site safety other than safety of S&ME employees.
- Erosion Control Inspections.
- Quality Control Testing (Provided by Contractor).
- Geotechnical Exploration.

### ◆ Client Responsibilities & Proposal Use

We request that our Client be responsible for the following:

- Providing S&ME with a complete set of project plans and specifications prior to the performance of our services for this project;
- Providing S&ME with revised project plan sheets and/or specifications, Requests for Information (RFIs), or other items relevant to our scope of work throughout the duration of this project;
- Providing S&ME with the names and contact information for report distribution; and
- Providing the Resident Project Representative and/or the Contractor's onsite superintendent with a copy of our scope of services, so that our services can be properly coordinated. It is the responsibility of our Client or his/her representative to schedule S&ME when our services are required. The performance of the above-outlined services is dependent upon proper scheduling by our Client or his/her representative.

This proposal is solely intended for the basic services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and resulting documents is limited to above-referenced project and Client. No other use is authorized by S&ME.

### ◆ Assumptions

The following assumptions have been made during the preparation of this proposal:

- Access (required badges for entry, escort, etc.) will be provided by the client in order for S&ME personnel to perform the testing outlined in this proposal.

### ◆ Project Scheduling

We anticipate that our services will be required on a part-time (on-call) basis for the services outlined above. Scheduling should be made through the S&ME project manager assigned to this project who will assign the appropriate, qualified personnel to perform the requested work. We will rely on your designated project contact

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**Proposal for Quality Assurance Testing  
RUQ On-site Obstruction Removal  
Salisbury, North Carolina  
S&ME Proposal No. 21350088**

to let us know when an item requiring testing is upcoming, as described in the Scope of Services section included herein. It is the responsibility of your designated project contact to schedule S&ME when our services are desired.

Part-time testing means S&ME will schedule a representative to be at the site to perform specific tests only at the specific times when requested by your designated project contact. Full-time testing means that an S&ME representative will be on-site during contractor's operations to make a reasonable effort to conduct tests and observe contractor's work.

We respectfully request that a minimum 24 hour notification be provided whenever our services are needed, so that we may coordinate our field personnel to meet your specific needs. We request that a minimum three-day notification be provided whenever our initial services are needed so that we may coordinate staff to meet your specific needs. If our services will be needed during off-hours (between 8:00 pm and 5:00 am) and/or on holidays (Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day), we require a minimum 72-hour notification.

#### ◆ Compensation

We understand the total project duration is planned to be 90 calendar days. A construction schedule was not available to us during the preparation of this proposal. Based on our experience on similar projects, we estimate the contractor will take up to 5 days to re-grade the basins. Based on this assumption, we estimate a budget allowance on the order of \$4,400 will be required for Quality Assurance Testing. This should be considered an estimated price based on information available to us at the time this proposal was prepared, and not a maximum price. Our costs will be highly dependent on the contractor's schedule and how many site visits are scheduled.

Billing for this project will be on a time and materials basis. Our services will be invoiced based on the attached unit rate fee schedule and time actually spent on the project. We will generate an invoice once every four weeks for the work performed within each four week period. The payment term of the invoice is net 30 days.

#### ◆ Authorization

We anticipate TB&E will issue S&ME a Subconsultant Agreement for Professional Services as our authorization to proceed. Once we receive the Subconsultant Agreement, our team will review and return to you with signatures or requested changes. If the Subconsultant Agreement references the prime agreement between TB&E and the airport, we request that prime agreement be provided as well.



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RUQ On-site Obstruction Removal  
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◆ **Closure**

S&ME appreciates the opportunity to submit this proposal to provide testing services during this project. If you should have any questions relative to the services we have outlined above, please do not hesitate to contact us at (704) 698-7643.

Sincerely,

**S&ME, Inc.**

A handwritten signature in purple ink, appearing to read 'J C Weavil'.

John C. Weavil, P.E.  
Project Manager

A handwritten signature in purple ink, appearing to read 'Andrew M. Burton'.

Andrew M. Burton, P.E.  
Senior Engineer

Attachments    Fee Schedule  
                         Cost Estimate

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December 13, 2021

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## **Attachments**



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**UNIT FEE SCHEDULE**  
**S&ME, Inc. Charlotte, NC**

<b><u>FIELD TECHNICIAN SERVICES</u></b>	<b><u>Unit Rate</u></b>
1 Engineering Field Technician, regular time, per hour *	<b>55.00</b>
2 Senior Engineering Field Technician, per hour *	<b>65.00</b>
2 Asphalt Laboratory Technician, per hour *	<b>75.00</b>
3 Senior Metals Technician*	<b>85.00</b>
* Over time rate will be 1.5 times regular rate, per hour	
4 Trip charge	<b>50.00</b>
 <b><u>PROFESSIONAL SERVICES</u></b>	
1 Staff Professional (Level I), per hour	<b>100.00</b>
2 Project Professional (Level II), per hour	<b>120.00</b>
3 Project Engineer/Manager (Level III), per hour	<b>150.00</b>
4 Project Engineer/Manager (Level IV), per hour	<b>175.00</b>
5 Senior Professional (Level V), per hour	<b>200.00</b>
6 Senior Consultant/Principal (Level VI-VII), per hour	<b>215.00</b>
7 Administration/Secretarial, per hour	<b>50.00</b>
 <b><u>LABORATORY TESTING SERVICES</u></b>	
1 Compressive Strength of Concrete Cylinders, each	<b>20.00</b>
2 Natural Moisture Content, each	<b>15.00</b>
3 Atterberg Limits, each	<b>85.00</b>
4 Unit Weight and Moisture Determination, each	<b>45.00</b>
5 Grain Size (Wash 200 Sieve), each	<b>85.00</b>
6 Grain Size (with Hydrometer), each	<b>105.00</b>
7 Specific Gravity, each	<b>65.00</b>
8 Standard Proctor Compaction, each	<b>175.00</b>
9 Modified Proctor Compaction, each	<b>250.00</b>
10 ABC Stone Modified Proctor, each	<b>250.00</b>
11 ABC Stone Gradation, each	<b>125.00</b>



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**Estimate of Probable Cost  
 Quality Assurance Testing  
 Mid-Carolina Regional Airport Obstruction Removal  
 S&ME Proposal No. 21350088**

<b>1</b>	<b>Subgrade and Soil Testing</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Extended Cost</b>
	<< assume 5 visits at 8 hours per visit				
a	Senior Engineering Technician (Regular Time)	40	Hours	\$65.00	\$2,600.00
b	Proctors	2	Each	\$250.00	\$500.00
c	Trip charge	5	Trips	\$50.00	\$250.00
				<b>Subtotal</b>	<b>\$3,350.00</b>
<b>2</b>	<b>Project Management</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Extended Cost</b>
a	Senior Registered Professional	5	Hours	\$200.00	\$1,000.00
b	Secretary	1	Hours	\$50.00	\$50.00
				<b>Subtotal</b>	<b>\$1,050.00</b>
<b>TOTAL COST ESTIMATE:</b>					<b>\$4,400.00</b>





**APPENDIX D: SCANNED ORIGINAL OF EXECUTED MASTER CONTRACT  
BETWEEN ENGINEER AND OWNER**



**CONTRACT**

**FOR ENGINEERING, PLANNING AND RELATED SERVICES  
FOR  
ROWAN COUNTY**

This AGREEMENT is made this 1 day of April, 2019 by and between ROWAN COUNTY, a body politic and corporate under the laws of the State of North Carolina, hereinafter called the **OWNER**, and TALBERT, BRIGHT & ELLINGTON, INC., a corporation organized and existing under the laws of the State of North Carolina, hereinafter called the **ENGINEER**.

WHEREAS, the **OWNER** intends planning and engineering services for the future development of Mid-Carolina Regional Airport and other improvements and such other work for the **OWNER** as may be mutually agreed to, hereinafter called the Project, and

WHEREAS, the **OWNER** desires to engage a qualified and experienced engineer to perform professional engineering services for a period of five (5) years with an option of extending such services for an additional five (5) years and hereinafter set forth, and the **ENGINEER** has represented that it is qualified to provide such services and desires to do so.

NOW THEREFORE, the **OWNER** and the **ENGINEER**, for the considerations hereinafter set forth, agree as follows:

**GENERAL**

For the purpose of this CONTRACT, the Airport Manager is hereby designated as the **OWNER**'s representative to act for the **OWNER** in giving approvals and authorizations for the **OWNER** as hereinafter required and set forth. The **ENGINEER** will be notified in writing of any change in representation.

When mutually agreed by the **OWNER** and the **ENGINEER**, and after having received from the **OWNER** written approval of the **ENGINEER**'s Work Authorization, including an estimated cost for specified services, the **ENGINEER** shall provide professional engineering services as described below.

**SECTION I – BASIC SERVICES**

A. **Project Development Phase:** After authorization to proceed the **ENGINEER** shall:

1. Consult with **OWNER**, state, and federal government agencies (when required) to clarify and define the requirements for the Project and review available data.
2. Advise **OWNER** as to the necessity of **OWNER's** providing or obtaining from others data or services of the types described in Section II – Special Services. Assist the **OWNER** in contracting for such services.
3. Prepare preliminary design necessary to determine the type, size, and scope of the improvement Project based upon projected aviation activity and current airport standards in effect at the date of this Contract.
4. Prepare preliminary cost estimate for the Project.
5. Make minor revisions to the airport layout plan as necessary to reflect the details of the Project.
6. Prepare preapplications for federal and/or state assistance grants for funding of the Project.
7. Furnish five (5) copies of drawings, sketches, forms, and reports as appropriate to the **OWNER** for submission to government agencies.
8. Assist the **OWNER** in obtaining financing for project.
9. Perform additional work as described and required by the work authorizations.

B. **Design Phase:** After written authorization to proceed the **ENGINEER** shall:

1. In consultation with the **OWNER** and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the Project and the design criteria to be used in the final design.
2. Prepare an **ENGINEER's** report in accordance with FAA criteria, which shall include but not necessarily be limited to:
  - a. An analysis and reasons for the design choices;
  - b. An analysis of the manner in which the work will be accomplished; and
  - c. A project cost estimate based upon the final design.



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3. Advise the **OWNER** of needed special services as described in Section II – Special Services and assist the **OWNER** in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys, or provide such services in accordance with this Contract and any related Work Authorization(s).
  4. Prepare final design, contract drawings, specifications, and contract documents. Prepare for review and approval by **OWNER**, his legal counsel, and other advisors contract agreement forms, general conditions, and supplementary conditions, and (where appropriate) bid forms, invitation to bid, and instructions to bidders, and assist in the preparation of other related documents.
  5. Assist **OWNER** in submitting appropriate documents to state and federal agencies for necessary approvals and permits.
  6. Furnish to the **OWNER** two (2) copies of completed drawings, specifications, reports, estimates, and contract documents.
  7. Perform additional work as described and required by work authorizations.
- C. **Construction Phase:** During the Construction Phase, the **ENGINEER** shall provide the following services:
1. Assistance to the **OWNER** in obtaining bids, tabulations, and analysis of bid results, and furnishing recommendations in connection with the award of construction contracts.
  2. Assistance in preparation of formal contract documents for the award of construction contract.
  3. Consult with and advise the **OWNER** and act as provided in the approved construction specifications and contract documents.
  4. Make visits to the-site at intervals appropriate to the various stages of construction to observe as experienced and qualified design professionals the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents. **ENGINEER** shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of such work. **ENGINEER** shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), or the safety precautions and programs incident to the work of Contractor(s). **ENGINEER**'s efforts will be directed toward providing a greater degree of confidence for **OWNER** that the completed work of Contractor(s) will conform to the contract documents, but **ENGINEER** shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the contract documents. During such

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visits and on the basis of on-site observations, **ENGINEER** shall keep **OWNER** informed of the progress of the work, shall endeavor to guard **OWNER** against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.

5. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections, and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction, or to safety precautions and programs incident thereto; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by specifications) maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.
6. Review laboratory, shop, and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.
7. Recommend to **OWNER** change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the Project design. Prepare estimates of cost or saving from proposed change order(s), prepare change order(s) along with basis for recommendation, and negotiate on behalf of **OWNER** with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The **ENGINEER** is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in Project scope or major changes in design concept previously accepted by the **OWNER** where changes are due to causes beyond the **ENGINEER**'s control.
8. Advise the **OWNER** of needed special services and assist the **OWNER** in acquisition of such services as appropriate.
9. Based upon **ENGINEER**'s on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to **OWNER**, based on such observation and review, that the work has progressed to the point indicated, that to the best of **ENGINEER**'s knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment **ENGINEER** will not



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thereby be deemed to have represented that continuous or exhaustive examinations have been made by **ENGINEER** to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incident thereto or that **ENGINEER** has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests, or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the contract documents.

10. Prepare **OWNER's** applications for partial and final payments for submission to government agencies.
11. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that **ENGINEER** may recommend, in writing, final payment to each Contractor and may give written notice to **OWNER** and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but such recommendation and notice shall be subject to the limitations expressed herein.
12. **ENGINEER** will prepare for **OWNER**, on request, a set of record drawing prints showing those changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by Contractor(s) to **ENGINEER** and which **ENGINEER** considers significant.
13. The **ENGINEER** shall not be responsible for the acts of omission of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractor(s)' agents or employees or any other persons (except **ENGINEER's** own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the **ENGINEER** from liability for failure to perform properly duties undertaken by the **ENGINEER** under this Contract.

## SECTION II – SPECIAL SERVICES

At written request of the **OWNER**, the **ENGINEER** shall accomplish such special services as required by the **OWNER** to complete the Project. At the option of the **OWNER**, special services may be provided by the **OWNER** through contracts with other professionals or may be provided by the **ENGINEER**. When the **ENGINEER** is requested to provide special services, such services may be provided by **ENGINEER's** own forces or through subcontracts with other professionals. Compensation for Special Services provided by **ENGINEER** shall be in accordance with one of the

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methods identified in Section V – Payment of Services. Special services, which may be requested include, but are not necessarily limited to the following:

- A. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Soils and material investigations including test boring, laboratory testing of soils and materials, related analyses, and recommendations.
- C. Engineering surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc.
- D. Technical inspection of construction by full time Resident Project Representative, as required and approved by the **OWNER**. When authorized by the **OWNER** the duties, responsibilities and limitations of authority shall be described in Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative.
- E. Reproduction of additional copies of reports, contract documents, and specifications above the specified number furnished in Section I – Basic Services.
- F. Assistance to the **OWNER** as expert witness in litigation arising from development or construction of the Project.
- G. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the **OWNER** in connection with the Project.
- H. Extra work created by design changes, after approval of plans and specifications by the **OWNER** and FAA, and beyond the control of the **ENGINEER**, that may be requested or authorized in writing by the **OWNER** in connection with the Project.
- I. Extra work required to revise or prepare contract documents, plans, and specifications to facilitate the award of more than one construction contract, in the event the **OWNER** adopts such construction program.
- J. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, **OWNER's** schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents, or contract documents when such studies, reports, design documents, or contract documents when such revisions are due to causes beyond **ENGINEER's** control.
- K. Providing renderings or models for **OWNER's** use.

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- L. Investigations involving detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for Project; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by **OWNER**.
- M. Additional or extended services during construction made necessary by:
  - 1. Work damaged by fire or other cause during construction.
  - 2. A significant amount of defective or neglected work of Contractor(s).
  - 3. Prolongation of the contract time of any prime contract by more than ten (10) days.
  - 4. Acceleration of the process schedule involving services beyond normal working hours.
  - 5. Default by Contractor(s).
  - 6. The furnishing of a resident project representative other than an employee of the **ENGINEER**.
- N. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting, and balancing); and training personnel for operation and maintenance.
- O. Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

**SECTION III – RESPONSIBILITIES OF THE OWNER**

As a party to this Contract, the **OWNER** shall:

- A. Make available for **ENGINEER**'s use all record drawings, maps, soil data, etc.
- B. Designate a person to act with authority on **OWNER**'s behalf and respond in a timely manner to submissions by **ENGINEER** providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Pay all costs associated with special services authorized by the **OWNER**, and all costs associated with obtaining bids from contractors.



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- D. Furnish **ENGINEER** as required for performance of **ENGINEER**'s basic services, data prepared by or services of others, including without limitation, core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic, and utility surveys, property descriptions; zoning, deed, and other land use restrictions; and other special data or consultations not covered herein; all of which **ENGINEER** may rely upon in performing his services.
- E. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform his services.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consent from others as may be necessary for completion of the Project.
- H. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as **OWNER** may require or **ENGINEER** may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing services as **OWNER** may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as **OWNER** may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- I. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope of timing of the **ENGINEER**'s services, or any defect in the work of Contractor(s).

**SECTION IV – DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY  
OF THE RESIDENT PROJECT REPRESENTATIVE**

**ENGINEER** may furnish a Resident Project Representative, assistants, and other field staff to assist **ENGINEER** in observing performance of the work of the Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, **ENGINEER** shall endeavor to

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provide further protection for **OWNER** against defects and deficiencies in the work; but, the furnishing of such services will not make **ENGINEER** responsible for or give **ENGINEER** control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the contract documents.

The duties and responsibilities of the Resident Project Representative are limited to those of **ENGINEER** in **ENGINEER**'s agreement with the **OWNER** and in the construction contract documents, and are further limited and described as follows:

A. **General:** Resident Project Representative is **ENGINEER**'s agent at the site, will act as directed by and under the supervision of **ENGINEER**, and will confer with **ENGINEER** regarding his actions. Resident Project Representative's involvement in matters pertaining to the on-site work shall in general be with the **ENGINEER** and Contractor, keeping **OWNER** advised as necessary. Resident Project Representative's contact with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with **OWNER** with the knowledge of and under the direction of **ENGINEER**.

**B. Duties and Responsibilities of Resident Project Representative:**

1. **Schedules:** Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by Contractor and consult with **ENGINEER** concerning acceptability.
2. **Conferences and Meetings:** Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project related meetings, and prepare and circulate copies of minutes thereof.
3. **Liaison:**
  - a. Serve as **ENGINEER**'s liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents; and assist **ENGINEER** in serving as **OWNER**'s liaison with Contractor when Contractor's operations affect **OWNER**'s on-site operations; and
  - b. Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work, according to the contract documents.
4. **Shop Drawings and Samples:**
  - a. Record date of receipt of shop drawings and samples;

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- b. Receive samples, which are furnished at the site by Contractor, and notify **ENGINEER** of availability of samples for examination; and
  - c. Advise **ENGINEER** and Contractor of the commencement of any work requiring a shop drawing or sample if the **ENGINEER** has not accepted the submittal.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
- a. Conduct on-site observations of the work in progress to assist **ENGINEER** in determining if the work is, in general, proceeding in accordance with the contract documents;
  - b. Report to **ENGINEER** whenever Resident Project Representative believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspections, test, or approval required to be made; and advise **ENGINEER** of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval;
  - c. Verify that tests, equipment, and systems startup, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record, and report to **ENGINEER** appropriate details relative to tests, procedures, and startups; and
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to **ENGINEER**.
6. Interpretation of Contract Documents: Report to **ENGINEER** when clarifications and interpretations of the contract documents are needed and transmit to Contractor clarifications and interpretations as issued by **ENGINEER**.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with Resident Project Representative's recommendations to **ENGINEER**. Transmit to Contractor decisions as issued by **ENGINEER**.
8. Records:
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, **ENGINEER**'s clarifications and interpretations of the contract documents, progress reports, and other Project-related documents; and
  - b. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed



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conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to **ENGINEER**.

- c. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of material and equipment.

9. Reports:

- a. Furnish **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals;
- b. Consult with **ENGINEER** in advance of scheduled major tests, inspections, or start of important phases of the work;
- c. Draft proposed change orders and work directive changes, obtaining backup material from Contractor and recommend to **ENGINEER** change orders, work directive changes, and field orders; and
- d. Report immediately to **ENGINEER** and **OWNER** upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to **ENGINEER**, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

11. Certificates, Maintenance, and Operations Manuals: During the course of the work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to **ENGINEER** for review and forwarding to **OWNER** prior to final payment for work.

12. Completion:

- a. Before **ENGINEER** issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction;
- b. Conduct on-site review in the company of **ENGINEER**, **OWNER**, and Contractor and prepare a final list of items to be completed or corrected; and
- c. Observe that all items on final list have been completed or corrected and make recommendations to **ENGINEER** concerning acceptance.

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C. **Limitations of Authority:** Resident Project Representative shall not:

1. Authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by **ENGINEER**.
2. Exceed limitations of **ENGINEER**'s authority as set forth in the contract documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
6. Accept shop drawing or sample submittals from anyone other than Contractor.
7. Authorize **OWNER** to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by **ENGINEER**.

**SECTION V – PAYMENT OF SERVICES**

The **OWNER** agrees to compensate the **ENGINEER** for services performed in accordance with one of the following methods as hereinafter set forth. The method of payment and the amount for specified services shall be detailed in a Work Authorization, which shall be prepared by the **ENGINEER** and submitted to the **OWNER** for review and approval. The receipt of an approved Work Authorization will constitute the **ENGINEER**'s Notice-to-Proceed.

The **ENGINEER** is not to undertake any work prior to the receipt of an approved Work Authorization executed and approved by the **OWNER**.

A. **Methods of Payment:** One or more of the following methods of payment shall be used and the method for each phase of the work shall be stated in the appropriate Work Authorization:

1. **Per Diem:** Under this method of payment, the **ENGINEER**'s compensation will be equal to the hours expended on a Project times the rates established in a Work Authorization, which shall be inclusive of all overhead and profit; plus payment for direct nonsalary expenses. The

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current rates for labor include salaries, payroll costs, overhead and profit. These rates are adjusted annually by the **ENGINEER** in July of each year.

2. **Lump Sum:** For work that can be defined and delineated in advance, payment to the **ENGINEER** will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct nonsalary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there should be a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to renegotiation.
- B. **Terms and Conditions:** The basis of compensation described is based upon the following conditions:
1. Time charged to the Project by office engineering personnel will include the time that the applicable employees are engaged in actual work on the Project at the **ENGINEER**'s office, at the site of the Project, or travel status in connection with the Project.
  2. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.
  3. Charges will not be made to the Project during periods of sickness, vacation, or at any other times when personnel assigned are not gainfully employed on the work.
- C. **Payment Schedules:**
1. Invoices shall be due and payable within 30 days after the date of invoice. A service charge of one (1) percent per month shall be added to all overdue accounts.

**SECTION VI – MISCELLANEOUS PROVISIONS**

- A. **Estimates:** Since the **ENGINEER** has no control over the cost of labor and materials or over competitive bidding market conditions, the estimates of construction cost provided for herein are to be made on the basis of experience and qualifications, but the **ENGINEER** does not guarantee the accuracy of such estimates as compared to the Contractor's bids of the Project construction cost.
- B. **Extra Work:** It is mutually understood and agreed that the **OWNER** will compensate the **ENGINEER** for services resulting from significant changes in general scope of the Project or its design, including but not necessarily limited to, changes in size, complexity, Project schedules, character of construction, revisions to previously accepted studies, reports, design documents, or contract documents, and for preparation of documents for separate bids, when such revisions are due to causes beyond the **ENGINEER**'s control and when requested or authorized by the



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**OWNER.** Extra work may also include special services as identified in Section II – Special Services. Compensation for extra work and any associated special services shall be in accordance with one of the methods identified in Section V – Payment of Services.

- C. **Reuse of Documents:** All documents, including drawings and specifications prepared by **ENGINEER** pursuant to this Contract, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purposes intended will be at **OWNER**'s sole risk and without liability or legal exposure to **ENGINEER**; and **OWNER** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **ENGINEER** to further compensation at rates to be agreed upon by **OWNER** and **ENGINEER**. Notwithstanding these provisions the **OWNER** shall be provided upon request a reproducible copy of any drawing produced under this Contract at the cost of reproduction.

D. **Responsibility of the ENGINEER:**

1. The **ENGINEER** shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the **ENGINEER** under this Contract.
2. Approval by the **OWNER** or FAA of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the **ENGINEER** of his responsibility for the technical adequacy of his work.

E. **Period of Services:**

1. The provisions of this Section and the various rates of compensation for **ENGINEER**'s services provided for elsewhere in this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. **ENGINEER**'s obligation to render services hereunder will extend for a period, which may reasonably be required for the design, award of contracts, and construction of the Project.
2. If **OWNER** has requested significant modifications or changes in the extent of the Project, the time of performance of **ENGINEER**'s services and his various rates of compensation shall be adjusted appropriately.
3. If **OWNER** fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, **ENGINEER** may, after giving seven (7) days' written notice to **OWNER**, suspend services under this Contract.

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4. If **ENGINEER**'s services for design or during construction of the Project are delayed or suspended in whole or in part for reasons beyond **ENGINEER**'s control, **ENGINEER** shall on written demand to **OWNER** (but without termination of this Contract) be paid as provided for in Section V – Payment of Services. If such delay or suspension extends for more than one (1) year for reasons beyond **ENGINEER**'s control, or if **ENGINEER** for any reason is required to render services more than one (1) year after substantial completion, the various rates of compensation provided for elsewhere in this Contract shall be subject to an increase not to exceed ten (10) percent per year.

**F. Termination:**

1. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this Contract through no fault of the terminating party provided that no such termination may be effected unless the other party is given:
  - a. Not less than ten (10) calendar days written notice of intent to terminate; and
  - b. An opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part in writing by the **OWNER** for its convenience provided that such termination is for good cause (such as legal or financial reasons or major changes in the work program requirements) and that the **ENGINEER** is given:
  - a. Not less than ten (10) calendar days written notice of the intent to terminate; and
  - b. An opportunity for consultation with the terminating party prior to termination.
3. This Contract may be terminated in whole or in part in writing by the **OWNER** for its convenience provided that such termination occurs at the completion of a phase of work or work authorization and that the **ENGINEER** is given:
  - a. Not less than ten (10) calendar days written notice of the intent to terminate; and
  - b. An opportunity for consultation with the terminating party prior to termination.
4. Upon receipt of a termination notice, the **ENGINEER** shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the **OWNER** copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by the **ENGINEER** performing this Contract, whether completed or in process.
5. If this Contract is terminated by either party, the **ENGINEER** shall be paid for services rendered and any expenses incurred prior to termination in addition to termination settlement

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costs reasonably incurred by the **ENGINEER** relating to commitments, which have become firm prior to termination. If the termination of the Contract occurs at the conclusion of one phase and prior to authorization of the **OWNER** to begin the next phase, payment by the **OWNER** of the completed phase shall be considered full compensation due the **ENGINEER**. If Contract is terminated by the **OWNER** for default of the **ENGINEER**, the amount due the **ENGINEER** may be adjusted to the extent of any additional cost incurred by the **OWNER** as a result of the **ENGINEER**'s default.

- G. **Remedies:** Except as may be otherwise provided in this Contract all claims, counter claims, disputes, and other matters in question between **OWNER** and the **ENGINEER** arising out of or related to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the **OWNER** is located.
- H. **Professional Liability:** **ENGINEER** maintains professional liability coverage for damages as a result of our negligent acts, errors, or omissions. Our liability for this project will be limited to \$1,000,000 for its negligent acts, errors, or omissions. If the **OWNER** desires a higher limit of liability, then an additional fee to offset the additional cost associated with a higher limit of liability can be negotiated. Upon request, a certificate of insurance will be provided as proof of coverage.
- I. **Audit: Access to Records:**
1. The **ENGINEER** shall maintain books, records, documents, and other evidence directly pertinent to the work under this Contract in accordance with generally accepted accounting principles and practices. The **OWNER**, FAA, Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, records, and other evidence which relates directly to the Project for the purpose of examination, audit, excerpts, and transcriptions.
  2. Records described above shall be maintained and made available during the performance under this Contract and for a period of three (3) years after the **OWNER** makes final payment.
- J. **Civil Right Assurance:** During the performance of this Contract, the **ENGINEER**, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:
1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended



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from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, including procurements of materials and equipments. In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Report: The Contract shall provide all information and reports required by Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the **OWNER** or FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the **OWNER** shall impose such Contract sanctions as it or the FAA determine to be appropriate, including but not limited to:
  - a. Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or
  - b. Cancellation, termination, or suspension of the Contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 5 of Section VI, J, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the **OWNER** or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with subcontractor or supplier as a result of such direction, the Contractor may request the **OWNER** to enter into such litigation to protect the interests of

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the OWNER and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**K. Minority Business Enterprise (MBE) Assurances:**

1. **Policy:** It is the policy of the DOT that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract. Consequently, the MBE requirements of 49 CFR Part 23 apply to this Contract.
2. **MBE Obligation:** The Contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with federal funds provided under this Contract. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform Contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted Contracts.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date and year first written above.

**OWNER:**  
ROWAN COUNTY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

ADDRESS:  
130 West Innes Street  
Salisbury, NC 28144

**ENGINEER:**  
TALBERT, BRIGHT & ELLINGTON,  
INC.

BY: \_\_\_\_\_

TITLE: Vice President

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

ADDRESS:  
3525 Whitehall Park Drive  
Suite 210  
Charlotte, NC 28273

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE  
MANNER REQUIRED BY THE LOCAL GOVERNMENT  
BUDGET AND FISCAL CONTROL ACT.

\_\_\_\_\_  
FINANCE DIRECTOR

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**EXHIBIT A**  
**ROWAN COUNTY**  
**MID-CAROLINA REGIONAL AIRPORT**  
**SALISBURY, NORTH CAROLINA**  
*(insert project name)*  
**WORK AUTHORIZATION FOR PROFESSIONAL SERVICES**  
**WORK AUTHORIZATION NO. insert number (i.e., xx-xx)**  
**DATED: *(insert date)***  
**TBI PROJECT NO. *(insert project number)***

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

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**Scope of Services:** *(insert description of work to be performed)*

**Time Schedule:** Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer. ***(OR insert time frame agreed upon)***

**Cost of Services:** The method of payment shall be in accordance with Section V – Payment of Services of the Master Contract (dated *insert master contract date*). Paragraphs A and B of Section V will apply. The total value of this Work Authorization shall not exceed *insert amount* without additional authorization.

Agreed as to Scope of Services, Time Schedule, and Cost of Services:

**OWNER:**  
**ROWAN COUNTY**

**ENGINEER:**  
**TALBERT, BRIGHT &  
ELLINGTON, INC.**

\_\_\_\_\_  
BY:

\_\_\_\_\_  
BY:  
Vice President

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
WITNESS:

\_\_\_\_\_  
WITNESS:

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**Exhibit A-1  
SCOPE OF SERVICES**

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**Exhibit A-2  
PROFESSIONAL FEE SUMMARY**

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**Exhibit A-3  
SPECIAL SERVICES**

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