

**NORTHAMPTON COUNTY  
REGULAR SESSION  
May 2, 2016**

Be It Remembered that the Board of Commissioners of Northampton County met on May 2, 2016 with the following present: Fannie Greene, Joseph Barrett, Chester Deloatch, Virginia Spruill, and Robert Carter.

**Others Present: Kimberly Turner, Scott McKellar, and Michelle Nelson**

**Agenda Work Session:**

A 10-minute work session was held to discuss today's agenda items. Vice-Chairman Barrett called upon County Manager Kimberly Turner for input. Ms. Turner noted under Tab 7 to remove item number 3, and under Tab 10 to add another closed session- G.S. 143-318.11(a)(5).

*Chairwoman Greene came into the meeting at this point. She asked Vice-Chairman Barrett to conduct the meeting.*

**Regular Session:**

Vice-Chairman Barrett called the meeting to order, welcomed everyone, and announced when citizens could make comments. He also gave the Invocation, and the Pledge of Allegiance was recited.

**Approval of Special Meeting Minutes for April 18, 2016:**

A motion was made by Chester Deloatch and seconded by Virginia Spruill to approve the Special Meeting Minutes for April 18, 2016. **Question Called: All present voting yes. Motion carried.**

**Approval of Regular Session Minutes for April 18, 2016:**

A motion was made by Virginia Spruill and seconded by Chester Deloatch to approve the Regular Session minutes for April 18, 2016. **Question Called: All present voting yes. Motion carried.**

**Approval of Agenda for May 2, 2016:**

A motion was made by Fannie Greene and seconded by Robert Carter to approve the amended agenda. **Question Called: All present voting yes. Motion carried.**

**On-Call Contract for Engineering Services and Zion Booster Pump Station Pumps and Upgrades:**

Mr. Jason Morris, Public Works Director, appeared before the Board to obtain approval for the authorization to enter into a new contract agreement with McKim and Creed, Inc. to become effective upon execution. Mr. Morris noted that the County does not have an engineer on staff,

and that this contract is for emergency situations. The contract term is set for three years, and will be used on an as needed basis.

A motion was made by Fannie Greene and seconded by Virginia Spruill to approve the on-call contract for engineering services for Northampton County. **Question Called:** *All present voting yes.* **Motion carried.**

Commissioner Carter suggested in the future that the Public Works Director do research on other engineering firms to get more quotes to compare with McKim and Creed. Mr. Morris said he will do that, and mentioned that he chose McKim and Creed because they are already familiar with how our system works.

Mr. Morris also asked for approval from the Board to utilize Capital Reserve funds in the Fiscal Year 2015-2016 budget in the amount of \$93,817 for the replacement of pumps and piping upgrades for the Zion Booster Pump Station.

A motion was made by Robert Carter and seconded by Virginia Spruill to allow Public Works to utilize funds from the Capital Reserve Line item for the improvements needed at the Zion Booster Pump Station in the amount of \$93,817. **Question Called:** *All present voting yes.* **Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE  
HEREBY MADE A PART OF THESE MINUTES:**

### DECISION PAPER

To: Northampton County Board of Commissioners

From: Jason S. Morris, Director Public Works

Date: May 2, 2016

Reference: McKim and Creed On-Call Contract for Engineering Services

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Purpose: The purpose of this Decision Paper is to obtain approval by the Board of Commissioners for the authorization to enter into a new contract agreement with McKim and Creed, Inc. to become effective upon execution.

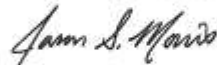
Facts:

1. Northampton County does not currently have an engineer on staff nor have a standing agreement with an engineering firm for miscellaneous projects.
2. Contract term will be for three years from the date of execution.
3. Contract is an on-call contract and would be utilized in the event engineering services are warranted.
4. A work order would be initiated upon such need and pricing for each separate work order would be defined. This could be done on a lump sum basis or on an hourly basis depending on need.

Discussion: Engineering services could be utilized in cases on emergency under the agreement set forth. McKim and Creed, Inc. has been involved in engineering services for Northampton County for over twenty five years and has much working knowledge of the county's water and wastewater systems that are operated.

Recommendation: The Public Works Department recommends the Board of Commissioners approve to enter into an on-call contract agreement with McKim and Creed, Inc. for engineering services.

Respectfully submitted,



Jason S. Morris  
Public Works Director

Coordination:

Finance Officer

Concur Leslie A. Edwards

Non-concur \_\_\_\_\_

Concur with comment \_\_\_\_\_

County Manager

Concur \_\_\_\_\_

Non-concur \_\_\_\_\_

Concur with comment This has been a recommendation from the representatives with the NCACC as well as NCSOG. Kimberly F. Jern 4/25/16

Action by Decision Makers

Approved \_\_\_\_\_

Disapprove \_\_\_\_\_

Other \_\_\_\_\_

NORTHAMPTON COUNTY CONTRACT CONTROL SHEET		CONTRACT/VENDOR	
VENDOR # 5013		McKim & Creed	
		Address	PO Box 890369, Charlotte, NC 28289
		Contact	Chris Windley 252-233-5261
		2	Originals 0 Copies
CONTRACT #		Amount \$ 0.00	
New Contract Yes			
Renewal		Date originally approved by the Board of Commissioners	
Cost or Material Changes			
Original Contract sent to Contract Administrator		Date: 2/9/2016	
Originating Department/Individual: Public Works/Jason Morris		Item or Service: Engineering Services	
Department Involved: Public Works-Water & Sewer		Type of Contract: On-Call	
Line Item Budgeted: 61-7110-5199-00		Period of Coverage: 3 Year	
GRANTS			
Board approval for Application		Approved	Set Verified
Board approval for Acceptance		Approved	Set Verified
COUNTY ATTORNEY		Date Received:	Date Approved:
Approved as to Form: YES		2/9/2016	Approved as to Legal Sufficiency: YES 2/3/2016
Revisions Necessary? YES		Board Action Necessary? YES	
Date Revisions were made? 2/24, By Atty.		J. W. McCreedy	
FINANCE		Date Received: 4/22/16	Date Audited 4/22/16
Non encumbered contract Yes No			
ASSISTANT COUNTY MANAGER		Date Received	Date Approved:
COUNTY MANAGER		Date Received 4/25/16	Date Approved: 4/25/16
BOARD OF COMMISSIONERS		CLERK TO THE BOARD 4/26/16	
Date approved by Board		Date Received	Date Attested:
CONTRACT ADMINISTRATOR			
Attorney	Finance	Asst Cty Mgr	Cty Mgr Clerk
Outside Agency Signatures:		Date Sent :	Date received:
Copies Delivered to Appropriate Departments:		ORIGINATING	FINANCE
Original to Outside Agency: (Departments to deliver)		Date:	
File County Original / Add to Database:		Date:	
NOTES:			
___ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal ___ copies sent to originating departments with note to forward to vendor			
PROBLEMS:			
Corrective Action:		Date:	
		Initial:	



## CLIENT MASTER CONTRACT FOR PROFESSIONAL SERVICES

This Master Contract Agreement, made and entered into \_\_\_\_\_, 2016 by and between McKim & Creed, Inc. (Consultant) and the Client identified herein, provides for the Consultant to furnish Professional Services for various projects as requested by Client and agreed to by Consultant. Any work performed under this Agreement shall be authorized by written Work Order and shall be subject to the terms and conditions of this Agreement and the specific requirements and additional conditions of the project as outlined in the Work Order.

Client Northampton County, North Carolina  
 Contact Person Jason Morris, Public Works Director  
 Address P.O. Box 68, Jackson, N.C. 27845  
 Phone (252) 534-6341

**Project Description.** Each Work Order shall provide a description of the specific project that is the subject of the Work Order and the work that is being performed.

**Scope of Services/Deliverables.** The specific scope of services, deliverables, technical requirements and other necessary information pertaining to the Consultants services will be identified in the Work Order.

**Schedule.** The schedule for performance of Consultants services shall be identified in the Work Order.

**Compensation.** The compensation, fee basis and billing information applicable to each project shall be identified in the Work Order. Compensation for Consultants services may be on a lump sum, hourly, hourly with a not to exceed or any other basis agreed to between the parties.

**Hourly Rates.** The attached schedule of hourly rates will apply to all time and material Work Orders issued through Dec 31, 2016 at which time the hourly rates applicable to this Agreement will be updated to the Consultants then prevailing hourly rates.

**Contract Period.** This Master Contract shall remain in effect for a total period of three (3) years following the date this Agreement is entered into, or terminated as provided herein or modified as agreed to by the parties in writing. The terms of this Agreement shall be applicable until all services on any approved Work Orders issued under this Agreement have been completed.

**Reimbursable Expenses.** Reimbursable Expenses shall generally include, travel expenses (lodging, meals), job related mileage at the prevailing company vehicle mileage rate, (mileage of Consultants employees using personal vehicles will be billed at the prevailing IRS mileage rate at the time of travel), Consultant's prevailing daily or hourly charge rate for special equipment including, but not limited to Mobile Scanning equipment, SUE Vacuum Excavation equipment or Hydrographic Surveying boats and equipment; shipping, printing and reproduction costs, permit or document review/submittal fees, services of subconsultants required to complete the scope of services (when approved in advance by Client) and other reasonable expenses required for performance of the services requested. All reimbursable expenses other than mileage and special equipment charges shall be billed to Client with a 15% markup unless specifically stated otherwise in the Work Order.

**Billing and Payment.** Invoices will be submitted by Consultant to the Client monthly for services performed and expenses incurred pursuant to each Work Order. Payment of each such invoice will be due upon receipt and considered past due if not paid within thirty (30) days of the date of the invoice. Any retainers shall be credited on the final invoice.

- a) **Interest.** A service charge will be added to delinquent accounts at 18 percent per annum (1.5 percent per month).
- b) **Suspension of Services.** If the Client fails to make any payment due the Consultant for services and expenses within thirty (30) days of the invoice date on the project(s) covered by this agreement, the Consultant may suspend services under this Agreement until it has been paid in full for all past due amounts owed by Client for services and expenses. The Consultant shall have no liability whatsoever to the Client for any costs or damages occurring as a result of such suspension caused by any such breach of this Agreement by Client.
- c) **Collection Costs.** In the event legal action is necessary to enforce the payment provisions of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Consultant in connection therewith and, in addition, the reasonable value of the Consultant's time and expenses spent in connection with such collection action, computed at the Consultant's prevailing fee schedule and expense policies.



**d) Termination Of Services.** The failure of the Client to make payment to the Consultant in accordance with the payment terms set forth herein shall constitute a material breach of this Agreement and shall entitle the Consultant, at its option, to terminate the Agreement.

**Confidentiality.** The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by the Consultant or furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to defend itself from any suit or claim.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by the Consultant pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Consultant.

**Consequential Damages.** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the Client or the Consultant, their employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and lost profit.

**Non-Contingency.** The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Consultant pursuant to this Agreement is not subject to any contingency unless the same is expressly set forth in this Agreement. Payments to the Consultant shall not be withheld, postponed or made contingent on the financing, construction, completion or success of any project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Consultant's compensation for any reason.

#### **Opinions of Cost.**

(a) 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, are estimates only and shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost prepared by it and the Consultant shall have no liability whatsoever if the actual cost differs from the Consultants estimate. If at any time the Client wishes greater assurance as to the amount of any cost, Client shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by the Client will be paid for as additional services hereunder by the Client.

**Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Consultant shall provide a final statement of charges due for each open Work Order and will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Consultant as a result of such termination. In the event the Consultant's compensation under any Work Order is a fixed fee, upon such termination the amount payable to the Consultant for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by the Consultant, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

**Reuse of Documents.** All documents, including but not limited to drawings and specifications, prepared by the Consultant pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the applicable project or on any other project. Any reuse without written verification or adaptation by the Consultant for specific purposes intended will be at the Client's sole risk and without liability or legal exposure to the Consultant; and the Client releases and, to the extent allowed by law, shall indemnify and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting there from. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant.

**Liability.** The Consultant is protected by Workmen's Compensation Insurance (and/or employer's liability insurance), professional liability insurance, and by public liability insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The Consultant agrees to compensate the Client for loss, damage, injury or liability arising directly and exclusively from the negligent acts

or omissions of the Consultant, its employees, agent, subcontractors and their employees and agents but only to the extent that the same is actually covered and paid under the foregoing policies of insurance. If the Client requires increased insurance coverage, the Consultant will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense.

**Limitation of Liability.** In performing its professional services hereunder, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services hereunder. THE CLIENT UNDERSTANDS AND AGREES THAT THE CONSULTANT HAS NOT MADE AND IS NOT MAKING ANY PROMISE, WARRANTY OR REPRESENTATION EXCEPT THE WARRANTIES EXPRESSLY MADE HEREIN, AND THE CONSULTANT EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. It is agreed that, in accordance with and subject to the provisions of the foregoing paragraph (Liability) and this paragraph, any claim for damages, cost of defense, or expenses which the Client or any third party may assert against the Consultant on account of any and all design defects, errors, omissions, and professional negligence shall be limited to \$50,000 or the amount of Consultant's fee for the applicable Work Order, whichever is greater. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications. The limitation of liability to the greater of \$50,000 or the amount of Consultant's Work Order fee is a specifically bargained-for provision of this agreement, reflected in Consultant's fee. The Consultant shall not be liable for errors in judgment or for any loss or damage, which occurs for any reason beyond the control of the Consultant. No action may be instituted hereunder more than one year after the cause of action accrued or should have been discovered by reasonable diligence. The provisions of this paragraph and the previous paragraph (Liability) shall survive the termination of this Agreement.

**Limitation of Liability for Construction Staking.** It is agreed that, in accordance with and subject to the provisions of the foregoing paragraphs (Liability), (Limitation of Liability) and this paragraph, any claim for damages, cost of defense, or expenses which the Client or any third party may assert against the Consultant on account of or related to construction staking shall be limited to \$50,000, or the amount of the Consultant's fee for the applicable Work Order, whichever is greater. The limitation of liability for construction staking is a specifically bargained-for provision of this agreement, reflected in Consultant's fee.

\_\_\_\_\_  
Client initials

**Expenses of Litigation.** In the event litigation in any way related to the services performed hereunder is initiated against the Consultant by the Client, its contractors, or subcontractors, and such litigation concludes with the entry of a final judgment favorable to the Consultant, the Client shall reimburse the Consultant for all of its reasonable attorneys' fees and other expenses related to said litigation. Such expenses shall include, but shall not be limited to, the cost, determined at the Consultant's normal hourly billing rates, of the time devoted to the defense of such litigation by the Consultant's employees.

**Controlling Law.** This Agreement is to be governed by the law of the State of North Carolina. The parties agree that any suit or action related to this Agreement shall be instituted and prosecuted in the courts of the County of Wake, State of North Carolina, and each party waives any right or defense relating to such jurisdiction or venue.

**Binding Effect.** This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and permitted assigns.

**Merger; Amendment.** This Agreement and the terms of the applicable Work Orders constitutes the entire agreement between the Consultant and the Client with respect to its subject matter, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Consultant and the Client.

**Ownership Of Instruments Of Service.** All reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

**Photographs.** Photographs of any completed project embodying the services of the Consultant provided hereunder may be made by the Consultant and shall be considered as its property, and may be used by it for publication.

**Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement, including but not limited to fees that are due or fees that may be due, without the prior written consent of the other party.

**Archiving of Project Documentation.** Consultant shall maintain copies of printed project documentation for a period of three years from substantial completion of Consultant's services. Consultant shall maintain copies of all electronic media related to the project for a period of



one year from substantial completion of Consultant's services. Requests for reproduction of project documentation after these periods have expired will be considered additional services and will be invoiced at the Consultant's prevailing hourly rates at the time of the request, plus expenses.

**Betterment.** If, due to the Consultant's error, any required item or component of a project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Consultant be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

**Electronic Files.** Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of any electronic media delivered to the Client after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, Client, to the extent allowed by law, will release, indemnify and save harmless the Consultant from any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Consultant agrees that it is responsible only for the printed and sealed drawings and documents, and if there is a conflict between these printed documents and the electronic media, the sealed documents will govern. Consultant makes no warranties, express or implied, under this agreement or otherwise, in connection with the Consultant's delivery of electronic files.

**Certifications, Guarantees and Warranties.** The Consultant shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions which the Consultant cannot ascertain. The Client also agrees that it has no right to make the resolution of any dispute with the Consultant or the payment of any amounts due to the Consultant in any way contingent upon the Consultant's signing any such certification.

**Corporate Protection.** It is intended by the parties to this Agreement that the Consultant's services in connection with the project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a North Carolina corporation, and not against any of the Consultant's employees, shareholders, officers or directors.

**Job-Site Safety.** Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job-site safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.

**Scope of Services.** Services not set forth in a Work Order as Basic Services or Additional Services are excluded from the scope of the Consultant's services and the Consultant assumes no responsibility to perform such services.

**Severability And Survival.** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Consultant shall survive the completion of the services hereunder and the termination of this Agreement.

**Shop Drawing Review.** If included in the scope of services to be provided, the Consultant shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data as required, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the contract documents not brought to the attention of the Consultant in writing by the Contractor and approved by the Consultant. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

**Specification Of Materials.** The Client understands and agrees that products or building materials, which are permissible under current building codes or ordinances may, at some future date, be banned or limited in use in the construction industry because of presently un-

known hazardous characteristics. The Client agrees that if the Client directs the Consultant to specify any product or material, after the Consultant has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Consultant. The Client further agrees that if any product or material specified for this project by the Consultant shall, at any future date be suspected or discovered to be a health or safety hazard, the Client hereby releases the Consultant from any and all liabilities and waives all claims against the Consultant relating thereto.

**Standard Of Care.** Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area.

**Suspension Of Services.** If any project authorized under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, the Consultant shall be compensated for services performed and charges incurred prior to such suspension and, upon resumption of services, the Consultant shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Consultant may, at its option, terminate this Agreement upon giving notice in writing to the Client.

**Unauthorized Changes To Documents.** In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications, construction documents or electronic media, and these changes are not approved in writing by the Consultant, the Client recognizes that such changes and the results thereof are not the responsibility of the Consultant. Therefore, the Client releases the Consultant from any liability arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes.

**Compensation for Additional Services.** The undertaking of the Consultant to perform professional services under this Agreement extends only to those services specifically described in the Work Orders. If upon the request of the Client, the Consultant agrees to perform additional services hereunder, the Client and the Consultant shall negotiate and agree upon an additional fee to be paid to the Consultant for completion of the agreed upon Additional Services which shall be documented by issuance of a new or revised Work Order. The Consultant will be under no obligation to begin or complete requested Additional Services until the additional fee has been negotiated and agreed upon in writing by the Client and the Consultant.

**Priority Over Form Agreements.** The parties agree that the provisions of this Agreement shall control and govern over any Purchase Orders or other documents, which the Client may issue to Consultant in regard to the project(s) which is (are) the subject of this Agreement. The Client may issue such documents to Consultant for its convenience for accounting or other purposes, but any such Orders will not alter the terms of this Agreement, regardless of any contrary language appearing therein.

**Indemnity.** The Client shall and hereby agrees to indemnify and hold harmless the Consultant from and against all losses, costs, damages, expenses and liability of whatever nature, including but not limited to reasonable attorney's fees, litigation and court costs, expert witness fees and expenses, amounts paid in settlement, amounts paid to discharge judgments, penalties, punitive damages, and interest, directly or indirectly resulting from, arising out of or related to one or more Claims caused by the Client, as hereinafter defined. The word "Claims" as used herein shall mean all claims (whether valid or not), lawsuits, causes of action, liens, investigations, administrative proceedings, and other legal actions and proceedings of whatsoever nature that directly or indirectly result from, arise out of or relate to this Agreement, the project(s) which are the subject of this Agreement, and/or any other matter or transaction contemplated hereunder, including without limitation, any failure by the Client to adhere to or comply with any drawing, design, plans, specifications, recommendation or advice given or furnished by the Consultant to the Client; provided however, that the foregoing shall not apply to any claim resulting primarily from the negligence of the Consultant. To the extent allowed by law, the Consultant shall and hereby agrees to indemnify and hold harmless the Client from and against all losses, costs, damages, expenses and liability of whatever nature, including but not limited to reasonable attorney's fees, litigation and court costs, expert witness fees and expenses, amounts paid in settlement, amounts paid to discharge judgments, penalties, punitive damages, and interest, directly or indirectly resulting from, arising out of or related to one or more Consultant Claims caused by the Consultant, as hereinafter defined. The word "Consultant Claims" as used herein shall mean all claims (whether valid or not), lawsuits, causes of action, liens, investigations, administrative proceedings, and other legal actions and proceedings of whatsoever nature that directly or indirectly result from, arise out of or relate to Consultant's negligent performance under this Agreement; provided however, that the foregoing shall not apply to any claim resulting primarily from the negligence of the Client.

**Paragraph Headings.** The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**Third Parties.** Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity other than the parties to this Agreement and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any of its provisions.

**Default.** The Client and/or Consultant shall be in default under this Agreement if (i) the Client fails to pay in full any invoice from the Consultant on the due date or fails to make any other payment due to the Consultant under this Agreement, (ii) either party fails to observe or perform any other term, condition or covenant under this Agreement, (iii) either party breaches any warranty or representation made under this Agreement, (iv) either party dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspended, (v) either party voluntary or involuntary bankruptcy, reorganization, insolvency, receivership, or other similar proceeding is commenced by or against the Client, or (vi) either party becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.

**Design Without Construction Phase Services.** If the services to be provided by Consultant under any Work Order do not include construction observation and/or construction administration services, or if such services are included in Consultants contracted services and Client later decides to perform these services itself or decides to retain other consultants or individuals to perform these services, Consultant assumes no responsibility for interpretations of the Consultant's services or for any construction observation, construction administration and/or supervision performed by Client or other parties and Client waives any and all claims against Consultant for any losses, claims, costs or damages of any kind whatsoever that may be in any way connected thereto.

In addition Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from any loss, claim, damage or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of construction observation, construction administration and/or supervision by Client, its employees, agents or consultants, and including any and all claims arising from the modification or adjustment of, or any clarifications or interpretations of, the Consultant's Work by others.

Unless, in the Consultant's sole opinion, appropriate levels of construction observation and construction administration services are contracted for and performed by Consultant, Consultant will not be responsible to provide any engineering or other certifications related to the construction or installation of any improvements.

**Reliance on Data Provided by Others.** Consultant shall be entitled to reasonably rely on the accuracy of information provided to it by Client or any of Client's other consultants or sub-consultants. Consultant shall not be responsible to extensively review the information provided to insure the accuracy thereof. Client agrees to not hold Consultant responsible for errors or omissions in Consultant's work that are directly attributable to errors or incorrect data provided to Consultant by Client or Client's other consultants. Client further acknowledges that any redesign or corrective efforts required by Consultant resulting from incorrect information provided by Client or Client's other consultants will be paid for by the Client as additional services.

**Retaining Subconsultants.** To the extent allowed by law, in the event that Consultant is required by Client to retain other Subconsultants to perform necessary services related to the project and Client suffers any financial loss or expense resulting from or alleged to result from the performance or the failed performance of any Subconsultant retained by Consultant, the Client agrees to pursue recovery of and assert any claims based upon its losses, expenses and/or damages solely and directly against those Subconsultants. The Client agrees to waive any claims, losses, liabilities or damages against Consultant arising out of the performance of such Subconsultants. In consideration of such indemnity and waiver, the Consultant agrees to assign its rights and/or claims against those Subconsultants pursuant to the Consultants' agreement with the Subconsultant to the Client. Notwithstanding the foregoing, this paragraph shall not apply to any Subconsultants retained independently by Consultant and not required by Client.

**Credit and Financial Obligations.** Consultant may require that Client provide reasonable credit information and other documentation to confirm that the Client has made financial arrangements to fulfill the Client's payment obligations under this Agreement. Consultant may also require such information at any time during the performance of Consultant's services should the Client fail to make payments per this Agreement, a change in the scope materially changes the contract sum of any Work Order, or Consultant identifies in writing a reasonable concern regarding the Client's ability to make payment when payment is due. The Client may be required to furnish this information prior to further commencement or continuation of services by Consultant and Consultant shall not be responsible for the cost of any delay occurring as a result of such a request.

**SUE Technical Standards.** Quality Level A information obtained by direct exposure of the existing utilities can greatly increase the level of confidence with respect to the location of underground utilities at a particular jobsite. Utility exposure (Quality Level A) permits three-dimensional measurements to be taken on utilities for accurate location at each test hole. The overall level of confidence with respect to the location of site utilities can be raised by increasing the number of test holes examined; however, Consultant provides no guarantee of the location of utilities on the site other than at the locations where test holes have been established.


Quality Level B services include the horizontal, above ground detection, marking and mapping of underground utilities. Geophysical prospecting methods are used to indicate the presence and surface position of buried utilities. Utilities are identified and marked in the field

in order to be surveyed and mapped. Quality Level B information should not be used for construction purposes, or where exact horizontal and vertical measurements are required.

The accuracy of Quality Level B designating information and depth of cover readings obtained by utilizing Geophysical and Ground Penetrating Radar equipment and techniques are subject to field and soil conditions beyond our control. Consultant will make reasonable efforts to provide comprehensive and correct positional utility marks to the limits obtainable by the instrumentation used and the existing ground conditions; however, Consultant provides no guarantee that all existing utilities on a particular site will be properly located using these methods.

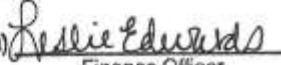
Utilizing Consultant's SUE services does not relieve any party from their obligation to contact the utility damage prevention system before digging begins. Utility marks placed on the ground by Consultant are not to be used for construction purposes.

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions above.

Client: Northampton County, North Carolina	McKim & Creed, Inc.
Signed	Signed 
Typed Name	Typed Name Chris L. Windley
Title	Title Senior Project Manager
Date	Date March 14, 2016

Distribution: Accounting, Client

This Instrument has been pre-audited in the manner as

Per NC.G.S. 159-28 (a)   
Finance Officer





## 2016 SCHEDULE OF HOURLY RATES

**Per Diem Rates**  
Employee Classification (Fee/Hour)

**Engineering**

Principal .....	\$270.00
Engineering Manager .....	\$235.00
Project Manager III .....	\$200.00
Project Manager II .....	\$180.00
Project Manager I .....	\$168.00
Technical Specialist .....	\$245.00
Project Engineer IV .....	\$195.00
Project Engineer III .....	\$180.00
Project Engineer II .....	\$145.00
Project Engineer I .....	\$132.00
Engineer Intern .....	\$120.00
Land Planner .....	\$119.00
Designer IV .....	\$140.00
Designer III .....	\$123.00
Designer II .....	\$113.00
Designer I .....	\$88.00
Sr. CAD Technician .....	\$80.00
CAD Technician .....	\$66.00
Sr. Project Administrator .....	\$96.00
Project Administrator .....	\$83.00
Administrative Assistant .....	\$67.00

**Construction**

Construction Administrator III .....	\$140.00
Construction Administrator II .....	\$132.00
Construction Administrator I .....	\$111.00
Project Representative III .....	\$132.00
Project Representative II .....	\$111.00
Project Representative I .....	\$91.00

**Field Services**

Field Technician I .....	\$77.00
Field Technician II .....	\$103.00
Field Services Manager .....	\$123.00

**Per Diem Rates**  
Employee Classification (Fee/Hour)

**Surveying**

Sr. Surveyor/Project Manager III .....	\$210.00
Sr. Surveyor/Project Manager II .....	\$190.00
Sr. Surveyor/Project Manager I .....	\$153.00
Project Surveyor .....	\$120.00
Sr. Survey CAD Technician .....	\$98.00
Survey CAD Technician .....	\$83.00
Survey Technician .....	\$76.00
Survey Field Supervisor .....	\$93.00
Project Coordinator .....	\$108.00
Field Survey Party (1 Person Crew) .....	\$95.00
Field Survey Party (2 Person Crew) .....	\$135.00
Field Survey Party (3 Person Crew) .....	\$190.00

**Subsurface Utility Engineering**

Utility Engineering Sr. Project Manager .....	\$197.00
Utility Engineering Project Manager .....	\$165.00
Utility Engineering Technician I .....	\$70.00
Utility Engineering Technician II .....	\$82.00
Utility Engineering Analyst .....	\$93.00
Utility Engineering Specialist .....	\$124.00
Utility Engineering Party (2 Person Crew) .....	\$150.00

**Geospatial Information Systems**

GIS Specialist .....	\$108.00
GIS Technician II .....	\$87.00
GIS Technician I .....	\$70.00
LiDAR Field Technician .....	\$82.00
LiDAR Technician I .....	\$75.00
LiDAR Technician II .....	\$100.00
LiDAR Technician III .....	\$118.00
Photogrammetrist .....	\$140.00

**Hydrographic Surveying**

Hydrographic Specialist I .....	\$88.00
Hydrographic Specialist II .....	\$98.00

Rates are valid through December 31, 2016



Pg 1/2



## 2016 SCHEDULE OF HOURLY RATES

### Expenses

In addition to labor, McKim & Creed bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of the client; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking etc.; mileage for all company-owned vehicles (trucks) will be billed at \$0.85/mile; employee owned vehicles used for transportation related to the project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs.

McKim & Creed also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.





## CLIENT MASTER CONTRACT WORK ORDER

Subject to the terms and conditions of the Master Contract Agreement, made and entered into , 20 , by and between McKim & Creed, Inc. (Consultant) and the Client identified herein, and the additional terms and conditions contained in this Work Order, Consultant offers to provide the Services described under item 3 of this Work Order.

Project Name  
Project Number  
Title of Work Order

1. Project Description
2. Project Location:
3. Scope of Services
4. Project Deliverables:
5. Schedule for Completion:
6. Supplemental Insurance Requirements:
7. Supplemental Contract Conditions:
8. *The Compensation to be paid to Consultant for providing the requested services shall be*  
(If additional pages are necessary, they are identified as Attachment A):
  - ☐ Hourly at Consultant's hourly rates as reflected in the attached rate schedule, plus reimbursable expenses.
  - ☐ A lump sum fee of \$ .
  - ☐ Hourly at Consultant's hourly rates as reflected in the attached rate schedule, plus reimbursable expenses. Total fee amount not to exceed \$ without prior approval.
  - ☐ Other – see Attachment A

IN WITNESS WHEREOF, this Work Order is accepted on the date written above and subject to the terms and conditions stated herein.

Client:	McKim & Creed, Inc.
Signed	Signed
Typed Name	Typed Name
Title	Title
Date	Date

Distribution: Accounting, Client, Local Office Project File

Client Master Contract Work Order

## DECISION PAPER

To: Northampton County Board of Commissioners

From: Jason S. Morris, Public Works Director

Date: May 2, 2016

Reference: Zion Booster Pump Station Pumps and Upgrades

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**Purpose:** The purpose of this Decision Paper is to obtain approval by the Board of Commissioners to utilize Capital Reserve funds in the Fiscal Year 2015-2016 budget in the amount of \$93,817.00 for the replacement of pumps and piping upgrades for the Zion Booster Pump Station.

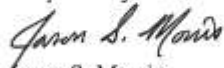
**Facts:**

1. Capital Reserve funds in the amount of \$177,799.00 were budgeted for Fiscal Year 2015-2016.
2. Zion Booster Pump station was constructed with Phase I of Northampton County's water system improvements. Record drawings are dated November 11, 1988. Both pumps in the pump station are the original pumps installed during original construction.
3. Pump No. 2 is broken and due to its age, parts are no longer available. The pump station is currently operating on Pump No. 1 only and is the same age as Pump No. 2.
4. Estimated costs to replace booster pumps is \$93,817.00. See attached cost replacement breakdown. This includes a fifteen percent contingency amount as noted.

**Discussion:** The obsolete parts for the Zion Booster Pump Station requires the action of replacing the existing pumps. Newer pump designs will require re-routing of existing pipe work inside of the existing building. A replacement of both pumps is recommended by this department and the original pump supplier.

**Recommendation:** The Public Works Department recommends the Board of Commissioners approve to utilize funds from the Capital Reserve Line Item in the current fiscal year budget for the improvements needed at the Zion Booster Pump Station in the amount of \$93,817.00.

Respectfully submitted,

  
Jason S. Morris  
Public Works Director

Coordination:

Finance Officer

Concur Kristin A. Edwards

Non-concur \_\_\_\_\_

Concur with comment \_\_\_\_\_

County Manager

Concur Kimberly L. Dunn

Non-concur \_\_\_\_\_

Concur with comment \_\_\_\_\_

Action by Decision Makers

Approved \_\_\_\_\_

Disapprove \_\_\_\_\_

Other \_\_\_\_\_

Zion Church Booster Pump Replacement Cost Break Down

Item	Cost
Booster Pumps Two (including installation)	\$47,000.00
Electrical Work/Chlorine Building	\$4,980.00
Concrete Pad for Chlorine Building/Pipe Fittings/Materials	\$5,000.00
Installation of all pipe work	\$8,100.00
Painting/Coating of new Piping	\$5,000.00
Engineering/Construction Observation/Pump Review/Piping	\$11,500.00
Sub-Total	<b>\$81,580.00</b>
Contingency 15%	\$12,237.00
<b>Project Grand Total</b>	<b>\$93,817.00</b>

**Board of Equalization and Review:**

*Vice-Chairman Barrett recessed Regular Session to enter into the Board of Equalization and Review.*

Mrs. Cathy Allen appeared before the Board to open up the Board of Equalization & Review to any taxpayer that has an assessment value that they wish to appeal. She let them know that each appeal has to be in writing and presented to their office before this Board adjourns.

*Mrs. Allen called for appeals.*

None were heard.

Mrs. Allen asked that the Board recess until May 16, 2016 at 6:20 pm.

A motion was made by Chester Deloatch and seconded by Fannie Greene that the Board of Equalization and Review be in recess until May 16, 2016 at 6:20 pm. **Question Called: All present voting yes. Motion carried.**

*Vice-Chairman Barrett recessed the Board of Equalization and Review to resume Regular Session.*

Mrs. Allen also asked to obtain the Board's approval to release or refund Ad Valorem taxes assessed in the amount of \$74.41 on one appeal.

A motion was made by Robert Carter and seconded by Fannie Greene that the Board approve the request. **Question Called: All present voting yes. Motion carried.**

**Lake Gaston Clean-Up Day Resolution, July 4<sup>th</sup> Celebration, and Management Matters:**

Ms. Kimberly Turner, County Manager, appeared before the Board with a Resolution in support of Take Pride in Lake Gaston Clean-Up Day 2016.

A motion was made by Fannie Greene and seconded by Robert Carter to approve the resolution for Lake Gaston Clean-Up Day for 2016. **Question Called: All present voting yes. Motion carried.**

Ms. Turner also presented a request from the Northampton County Chamber of Commerce asking for support in contributing \$1,950 towards the cost of fireworks for the 4<sup>th</sup> of July Celebration.

A motion was made by Virginia Spruill and seconded by Fannie Greene to approve the contribution of \$1,950 towards the cost for the July 4<sup>th</sup> Celebration. **Question Called: All present voting yes. Motion carried.**

Ms. Turner also noted that she and the Finance Officer are trying to wrap up the budget process, and she is looking to hold the first budget work session prior to our regular Commissioners' meeting on May 16<sup>th</sup>.

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE  
HEREBY MADE A PART OF THESE MINUTES:**



**Resolution in Support of Take Pride in Lake Gaston Clean-Up Day 2016**

WHEREAS, there is a need to improve the appearance of Lake Gaston by removing litter and debris that create eyesores and harm the environment; and

WHEREAS, a clean Lake Gaston environment positively impacts water safety, economic development, travel, tourism and quality of life; and

WHEREAS, the Lake Gaston Association is sponsoring Take Pride in Lake Gaston clean-up of the lake on June 4, 2016 in an effort to educate citizens on the harmful effects of litter; and

WHEREAS, there is a need for citizen participation in maintaining the beauty of our county; and

WHEREAS, it is in the interest of Northampton County to support our volunteers in efforts to improve the appearance of the county;

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Northampton County, NC that it endorses and supports the Take Pride in Lake Gaston Clean-Up Day 2016 initiative.

Adopted this the \_\_\_\_th day of \_\_\_\_\_, 2016.

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Fannie P. Greene, Chairwoman  
Northampton County Board of Commissioners

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Michelle Nelson, Clerk  
Northampton County Board of Commissioners



## Northampton County Chamber of Commerce



102 East Jefferson Street  
P.O. Box 1035  
Jackson, North Carolina 27845  
Tel: 252-534-1383  
Fax: 252-534-1739  
E-mail: [jcolliernhcoc@embarqmail.com](mailto:jcolliernhcoc@embarqmail.com)  
Web Page: <http://www.northamptonchamber.org>

Northampton County  
Board of Commissioners  
P.O. Box 808  
Jackson, NC 27845

March 30, 2016

Dear Commissioners:

We are in the process of planning our fifth July 4<sup>th</sup> Celebration. Last year was a huge success with an attendance of approximately 4000 citizens. The celebration will be in the late afternoon of July 4<sup>th</sup> with Fire Works, Entertainment and Inflatables for the children plus food at the Cultural and Wellness Center. This is a central location that will better serve our citizens.

The cost of the "Fire Works" will be \$5000.00. The Chamber is asking you to contribute 1950.00 towards the cost. The balance will be paid from contributions by our Municipalities. If you would let the chamber know of your decision as soon as possible it would be greatly appreciated.

Thank you in advance for your continued support and generosity.

Sincerely,

Judy Collier  
Executive Director

CC: Kimberly Turner, County Manager

**Citizens/Board Comments:**

*Vice-Chairman Barrett called for Citizens Comments.*

None were heard.

*Vice-Chairman Barrett called for Board Comments.*

Commissioner Carter encouraged citizens to attend the joint meeting between the Board of Commissioners and the Board of Education, which will take place on May 4<sup>th</sup> at 5:30 pm.

A motion was made by Robert Carter to recess regular session to enter into closed session for G.S. 143-318.11(a)(4) for an EDC Report; G.S. 143-318.11(a)(3) for the County Attorney's Report; and G.S. 143-318.11(a)(5) also for the County Attorney . **Question Called: All present voting yes. Motion carried.**

**Closed Session G.S. 143-318.11(a)(4); G.S. 143-318.11(a)(3); and G.S. 143-318.11(a)(5):**

A motion was made by Chester Deloatch and seconded by Fannie Greene to adjourn closed session to resume regular session. **Question Called: All present voting yes. Motion carried.**

A motion was made by Fannie Greene and seconded by Chester Deloatch to adjourn. **Question Called: All present voting yes. Motion carried.**

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Michelle Nelson, Clerk to the Board  
"r.m. 05-02-16"