

**MICHAEL J. SMITH FIELD (MRH)**

**WORK AUTHORIZATION FOR PROFESSIONAL SERVICES**

**Work Authorization No. 21-02  
Runway 3-21 Rehabilitation Design**

**TBI Project No. 2112-2102  
State Grant No. TBD (90% State and 10% Local)  
Partner Connect Request No. TBD**

**July 12, 2021**

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services. Master Contract expiration date is March 26, 2026.

---

**Description of Work Authorized**

The Engineer shall provide professional services for the preliminary investigation of Runway 3-21 Rehabilitation project to be completed at Michael J. Smith Field. No Engineering, Construction Documentation Development, or Bidding services are included in this work authorization. The project and scope of professional services will generally be as described below and in the attached Work Hour Estimate.

Runway 3-21 is Michael J. Smith Field's designated crosswind runway and runs in a southwest to northeast direction. The runway pavement was originally constructed in 1943 consisting of bituminous pavement, as indicated in the 2019 Pavement Management Inspection Report performed by the NCDOT Division of Aviation (NCDOA). The runway pavement is 150 feet wide and 4,192 feet long. Two layers of Grip-Flex micro-surfacing have been applied to the pavement surface with the first application being completed in 2002 and the last application being completed in 2013. The existing pavement section is unknown.

The 2019 Pavement Management Inspection Report performed by the NCDOA reported a Pavement Condition Index (PCI) of 64 (Fair) for the Runway 3-21 pavement which is less than the objective of 75 established in the North Carolina State System Plan. The Runway 3-21 pavement surface exhibits significant cracking and the Grip-Flex material has begun to delaminate from the original pavement, most substantially at the Runway 3-21 and Taxiway B intersection. Both of these conditions continue to worsen and produce a significant amount of FOD, creating a safety issue for pilots using the Airport. The Grip-Flex material has been inspected by the manufacturer at the areas of delamination and it has been determined that the Runway is not an ideal candidate for another application of Grip-Flex to repair these delaminated areas, necessitating a full rehabilitation of the Runway pavement.

The Runway 3-21 pavement strength is currently published as 12,500lb single wheel. Runway 3-21 has a runway reference code of B-II(S) which has a required runway width of 75 feet. Both the Airport and NCDOA has agreed that the rehabilitation of Runway 3-21 shall only be completed on the inner 75 feet of the runway with the outer 75 feet (37.5 feet each side) being demolished. Due to the width of Runway 3-21 being decreased, all runway lighting, signage, and NAVAIDs will be required to be rehabilitated/reconstructed as part of the rehabilitation of Runway 3-21.

The design efforts for the Runway 3-21 Rehabilitation will be divided into two phases: A Preliminary Investigation phase and a Design, Engineering, and Bidding phase. This Work Authorization will include services for the Preliminary Investigation phase only. A Work Authorization Amendment will be completed for the second design phase at the completion of the Preliminary Investigation Phase.

The Preliminary Investigation phase will include Topographic Survey and Subsurface Investigation services, both of which will be performed by subconsultants. Work scopes for these services are attached to this Work Authorization.

Once the topographic survey and subsurface investigations have been completed and received, the Engineer shall review the material and develop rehabilitation alternatives. The development of alternatives shall include the review of record information and data, preparation of base mapping, review of existing pavement conditions, completion of FAARFIELD pavement design for each alternative, development of alternative exhibits, and preparation of cost opinions for each alternative. The Engineer will also make one site visit to the Airport to document field conditions as part of this design phase. Once alternatives have been finalized, the Engineer will review the alternatives with the Airport and NCDOA via a teleconference meeting. Any comments resulting from this meeting will be addressed and a final Runway 3-21 Rehabilitation exhibit will be developed.

The Project Formulation phase of this project includes preparation for and chairing a scoping meeting with the NCDOA and Airport via teleconference; development of a work scope, work authorization and Subconsultant scopes; development of a Critical Path Method (CPM) Schedule using Microsoft Project as required by NCDOA.

Environmental Documentation services include coordination with North Carolina – Division of Aviation (NCDOA) on level of documentation required for Environmental Clearance for the Project and complete and submit the required documentation to NCDOA for approval. Surveys/investigations for Wetland/Stream Delineation and threatened and endangered species will also be performed through subconsultant services. Based on correspondence with NCDOA, a Documented Categorical Exclusion (CATEX) will be required to address the environmental documentation requirements for the project.

Grant Administration Phase Services will include preparing a new grant to cover the costs included in this work authorization. Services will include preparing the initial grant paperwork and coordinating with the Sponsor, coordinating online grant activities with the Sponsor and NCDOT Division of Aviation, and grant administration assistance during the project to include preparation of reimbursement requests, quarterly reports and final grant closeout documentation as indicated in the most current Aviation Checklists on the DOA website. These services do not include any grant modifications or ongoing grant assistance associated with any future engineering, construction documentation development, bidding, or construction services. Grant administration for these items can be provided for an additional fee, at the Airport's request.

Deliverables will include a Final Runway Rehabilitation Exhibit and CATEX Submittal to NCDOA for approval.

**Time Schedule:**

- Survey and Subsurface work will be performed within 45 days from Notice to Proceed.
- Environmental Documentation will be submitted to the NCDOA within 45 days from Notice to Proceed.
- Runway Rehabilitation Alternatives to Owner and NCDOA for Review: 90 days from Notice to Proceed.

At the Airport's discretion, Notice to Proceed may be issued immediately or delayed until all grant paperwork is approved by the NCDOT Division of Aviation.

**Cost of Services:** The method of payment for the Project Formulation, Grant Administration, Preliminary Design, and Environmental Documentation Services shall be lump sum in accordance with Section V of the Contract. The method of payment for Subconsultant Services for Survey and Environmental shall be lump sum, plus a markup. The method of payment for Subconsultant Services for Subsurface Investigation shall be actual cost of services, plus a markup. Subconsultant Services budgets shall not be exceeded without approval of the Owner.

**Cost Summary**

Project Formulation Services (lump sum)	\$9,340.00
Grant Administration Services (lump sum)	\$4,950.00
Preliminary Design Services (lump sum)	\$21,900.00
Environmental Documentation Services (lump sum)	\$9,110.00
Subconsultant Topographic Survey Services – Thomas & Hutton	\$34,690.00
Subconsultant Subsurface Investigation Services – GeoTechnologies	\$23,501.00
Subconsultant Environmental Services – WithersRavenel	\$7,894.00
<u>Subconsultant Services Markup</u>	<u>\$6,700.00</u>
<b>Total</b>	<b>\$118,085.00</b>

Agreed as to scope of services, time schedule and budget:

Approved:

\_\_\_\_\_  
For Carteret County-Beaufort Airport Authority

\_\_\_\_\_  
For Talbert & Bright, Inc.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Work Hour Estimate  
Runway 3-21 Rehabilitation  
Michael J. Smith Field  
July 12, 2021  
TBI No. 2112-2102

### Project Formulation Services

	Description	Prin	PM	E4	A4
1	Prepare for and Chair Scoping Meeting with Airport and NCDOA, Including Preparation of Exhibits and Agenda.	2	0	10	0
2	Develop Detailed Work Scope and Work Hour Estimate. Coordinate with Owner and NCDOA.	0	2	8	2
3	Develop and Coordinate Subconsultant Work Scopes and Subcontracts for Topographic Survey and Subsurface Investigation.	0	1	8	2
4	Prepare Package for Independent Fee Estimate. Respond to Comments and Questions.	0	2	8	2
5	Develop MS Project Schedule.	0	1	1	2
6	Coordinate Comments and Revisions with Airport and NCDOA Work Scope, Work Hour Estimate, Project Budget and Project Schedule.	1	4	6	2
<b>Manhour Total</b>		<b>3</b>	<b>10</b>	<b>41</b>	<b>10</b>

### Labor Expenses

Classification		Rate	Estimated Manhours	Estimated Cost
Principal		\$83.00	3	\$249.00
Project Manager		\$77.00	10	\$770.00
Engineer IV		\$50.00	41	\$2,050.00
Admin IV		\$25.00	10	\$250.00
Subtotal - Labor Expenses (without Multiplier)			64	\$3,319.00
State Audited Overhead Rates	Overhead Rate:	152.36%	+	\$5,056.83

Labor/Overhead Subtotal: \$8,375.83

Profit:	11.00%	+	\$921.34
Capital Costs:	0.52%	+	\$17.26

### Subtotal - Labor Expenses

**\$9,314.43**

### Direct Expenses

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Shipping Expenses	Packages	\$8.50	3	\$25.50

### Subtotal - Direct Expenses

**\$25.50**

### Total - Project Formulation

Lump Sum: \$9,339.93

USE: **\$9,340.00**

Work Hour Estimate  
Runway 3-21 Rehabilitation  
Michael J. Smith Field  
July 12, 2021  
TBI No. 2112-2102

# Grant Administration Services

	Description	PM	GA3
1	Review EBS Project Request Record. Prepare Initial Budget from Work Authorization. Review and Identify Funding Sources.	1	2
2	Prepare General Request For Aid (RFA) Requirements as Required by AV-101 Checklist (dated July 2020) to include all AV Forms, Sketch of Project Area, Project Budget, MS Project Schedule, and Letter of Request from Sponsor. Coordinate Sponsor Approvals on Forms and Letter. Communicate with Sponsor, NCDOA-APM, NCDOA-GA for EBS RFA Readiness. Create File to Track Approval Progress of RFA.	1	8
3	Finalize Budget and Sponsor Information in EBS for New RFA. Upload Scanned Documentation. Coordinate w/Sponsor for PIN Approval of Application.	0	2
4	Monitor, Track and Communicate as Necessary with NCDOT-DOA & Sponsor as Grant Application Progresses Through EBS approval phases.	0	4
5	Provide Grant Administration Assistance Including Preparation of Reimbursement Claims in Accordance with AV-103 Checklist (dated July 2020) and Updates to Grant Budget. Assist NCDOA-GA with Questions and Requests, etc. Provide Payment Verification and Documentation.	2	8
6	Complete Quarterly Status Reports and Update Cash Flow Estimate as required.	1	2
7	Grant Closeout Coordination with Sponsor and NCDOT-DOA	2	8
<b>Work Hour Total</b>		<b>7</b>	<b>34</b>

## Labor Expenses

Classification	Rate	Estimated Manhours	Estimated Cost
Project Manager	\$ 77.00	7	\$539.00
Grant Admin III	\$ 36.00	34	\$1,224.00
Subtotal - Labor Expenses (without Multiplier)		41	\$1,763.00
State Audited Overhead Rates	Overhead Rate: 152.36%	+	\$2,686.11
	Overhead Subtotal:		\$4,449.11
	Profit: 11.00%	+	\$489.40
	Capital Costs: 0.52%	+	\$9.17
<b>Subtotal - Labor Expenses</b>			<b>\$4,947.68</b>

## Total - Grant Administration

Lump Sum \$4,947.68  
Use **\$4,950.00**

Work Hour Estimate  
Runway 3-21 Rehabilitation  
Michael J. Smith Field  
July 12, 2021  
TBI No. 2112-2102

### Preliminary Design Services

	Description	Prin	PM	E4	A4
1	Complete Detailed Site Visit and Field Review. Document Field Conditions.	0	0	12	0
2	Review Record Information and Data.	0	1	6	0
3	Coordinate Topographic Survey. Review Survey Submittal and Prepare Base Mapping.	0	1	16	0
4	Coordinate Subsurface Investigation. Review Report, Laboratory Data, and Recommendations.	0	1	8	0
5	Review Existing Pavement Condition Including Confirming Existing Pavement Strength, Nature of Existing Distress, and Review Any Potential Issues with the Existing Profile and Cross Section Geometry.	0	4	12	0
6	Review/Develop Alternatives with Geotechnical Engineer for Rehabilitation of Runway 3-21 Including Potential Pavement Areas Repair Methodology	1	2	12	0
7	Perform Pavement Design Calculations for Pavement Rehabilitation Alternatives	0	0	6	0
8	Prepare Exhibits for Runway Rehabilitation Alternatives.	1	4	16	2
9	Prepare Preliminary Cost Opinions for Runway Rehabilitation Alternatives.	1	2	16	2
10	Review Runway Rehabilitation Alternative and Costs with Airport and NCDOT. Address Comments. Prepare Final Runway Rehabilitation Exhibit.	1	2	16	0

<b>Work Hour Total</b>	<b>4</b>	<b>17</b>	<b>120</b>	<b>4</b>
------------------------	----------	-----------	------------	----------

### Labor Expenses

Classification	Rate	Estimated Manhours	Estimated Cost
Principal	\$ 83.00	4	\$332.00
Project Manager	\$ 77.00	17	\$1,309.00
Engineer IV	\$ 50.00	120	\$6,000.00
Admin IV	\$ 25.00	4	\$100.00
Subtotal - Labor Expenses (without Multiplier)		145	\$7,741.00
State Audited Overhead Rates	Overhead Rate: 152.36%	+	\$11,794.19
	Overhead Subtotal:		\$19,535.19

Profit:	11.00%	+	\$2,148.87
Capital Costs:	0.52%	+	\$101.58

<b>Subtotal - Labor Expenses</b>	<b>\$21,785.64</b>
----------------------------------	--------------------

### Direct Expenses

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Mileage to MRH (200 miles @ \$0.56/mile)	Trips	\$112.00	1	\$112.00
<b>Subtotal - Direct Expenses</b>				<b>\$112.00</b>

<b>Total - Preliminary Design Services</b>	Lump Sum	\$21,897.64
--	----------	-------------

Use	<b>\$21,900.00</b>
-----	--------------------

Work Hour Estimate  
Runway 3-21 Rehabilitation  
Michael J. Smith Field  
July 12, 2021  
TBI No. 2112-2102

#### Environmental Documentation Services

	Description	Prin	PM	E4	A4
1	NC State Clearinghouse Coordination: Prepare Brief Narrative Description of Project with Supporting Map and Transmit Hard Copies (16) to NC State Clearinghouse for Circulation and Review.	0	1	8	1
2	Review Affected Environmental Resources, Prepare Scoping Letters, Environmental Documentation, Supporting Appendices, Maps and Exhibits for Inclusion in Documented CATEX.	0.5	2	12	4
3	Coordinate with Subconsultant Environmental Scientist regarding wetlands delineation and T&E species evaluation work. Coordinate with Airport regarding access to review areas and work schedule.	0	0.5	2	0
4	Based on Environmental Scientist findings, identify/modify proposed site work and coordinate with Airport, Environmental Scientist and property owners (if needed).	0	0.5	6	0
5	Review final Subconsultant Wetland, Species Report.	0	0.5	4	0
6	Prepare Draft Documented CATEX Package Including Narrative, Appendices, and Figures and Submit to NCDOA and Airport for review. Make modifications as required.	0	2	12	2
7	Coordinate Comments and Revisions with NCDOA. Submit Final Document for NCDOA Approval.	0.5	1	3	2
<b>Work Hour Total</b>		<b>1</b>	<b>8</b>	<b>47</b>	<b>9</b>

#### Labor Expenses

Classification	Rate	Estimated Manhours	Estimated Cost
Principal	\$ 83.00	1	\$83.00
Project Manager	\$ 77.00	8	\$577.50
Engineer IV	\$ 50.00	47	\$2,350.00
Admin IV	\$ 25.00	9	\$225.00
Subtotal - Labor Expenses (without Multiplier)		65	\$3,235.50
State Audited Overhead Rates	Overhead Rate:	152.36%	+
	Overhead Subtotal:		\$8,165.11
Profit:		11.00%	+
Capital Costs:		0.52%	+
<b>Subtotal - Labor Expenses</b>			<b>\$9,105.73</b>

#### Total - Environmental Documentation Services

Lump Sum \$9,105.73

Use **\$9,110.00**

#### Subconsultant Services

Topographic Survey - Thomas & Hutton	\$34,690.00
Subsurface Investigation - Geotechnologies, Inc.	\$23,501.00
Environmental Services - WithersRavenel	\$7,894.00
<b>Total</b>	<b>Total - Subconsultant Services \$66,085.00</b>

Subconsultant Services Markup (Markup covers the value and benefit provided to Owner, assumption of liability and risk management)

**\$6,700.00**

# THOMAS & HUTTON

611 BURROUGHS & CHAPIN BOULEVARD, SUITE 202  
MYRTLE BEACH, SC 29577 | 843.839.3545  
WWW.THOMASANDHUTTON.COM

June 22, 2021

Talbert & Bright, Inc.  
Randy Fender  
4810 Shelley Drive  
Wilmington, NC 28403

Re: MRH Runway 3-21 Rehabilitation  
Topographic Survey  
Wallace, North Carolina  
Letter Agreement for Services

Dear Randy:

Thank you for requesting our Professional Surveying services for the referenced project.

Our services will consist of the Survey Phase, as set forth in the General Provisions, supplemental exhibits, attached hereto, and such Additional Services as you may request during the course of the Project. We understand that you will furnish us with full information as to your requirements, including any special or extraordinary considerations for the Project and will make pertinent existing data available to us.

Payment for our services will be as described in the attached General Provisions. You will be billed monthly for our services rendered and for Reimbursable Expenses.

We propose that payment for our services will be as follows:

<u>Phase</u>	<u>Fee Structure</u>	<u>Fee or Time &amp; Expense Budget</u>
Topographic Survey:		
2-Man Survey Crew - (136 hours) @ \$150/hr.		\$ 20,400.00
Survey Manager 1 - (8 hours) @ \$150/hr.		\$ 1,200.00
Survey Manager 11 - (66 Hours) @ \$165/hr.		\$ 10,890.00
Staff Surveyor 11- (20 Hours) @ \$110/hr.		\$ 2,200.00
<b>Fixed Fee</b>		<b>\$34,690.00</b>

The above fee arrangements are based on prompt payment of our invoices and the orderly and continuous progress of the Project.

It is necessary that you advise us in writing at an early date if you have budgetary limitations for the overall Project Cost. We will endeavor to work within those limitations.

This proposal between Talbert & Bright, Inc. ("Owner"), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the Scope of Services, General Provisions, Consulting Services on a Time & Expense Basis Rate Sheet, and this letter with authorized

\_\_\_\_ Owner's Initials



\_\_\_\_ Consultant's Initials



signatures, represents the entire understanding between you and us with respect to the Project. This agreement may only be modified in writing if signed by both of us.

If the arrangements set forth in these documents are acceptable to you, *please sign and initial the enclosed documents in the spaces provided below and return to us.* This proposal will be open for acceptance until July 21, 2021, unless changed by us in writing. We appreciate the opportunity to prepare this proposal and look forward to working with you on the project.

The parties agree and acknowledge that any of the parties hereto may execute this agreement by electronic signature, and the other party may rely upon such electronic signature as an original record of signature.

Very truly yours,

**THOMAS & HUTTON ENGINEERING CO.**

By  \_\_\_\_\_  
Matt Svejksky, PLS  
Survey Group Leader

Enclosures: Scope of Services  
General Provisions  
Consulting Services Rate Sheet

ACCEPTED: \_\_\_\_\_, 2021

By \_\_\_\_\_

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
Owner's Initials

 \_\_\_\_\_  
Consultant's Initials

## SCOPE OF SERVICES

### 1. SCOPE OF SERVICES (Supplied by Talbert & Bright)

#### A. Survey Phase

##### Topographic Survey Requirements

- See attached "Survey Scope" map for survey limits. Survey is in support of the Runway 3-21 Rehabilitation project at Michael J. Smith Field. The project will include rehabilitation of the runway pavement and lighting system as well as replacement of an existing drainage system. The runway survey area is approximately 38 acres. The drainage system survey area is approximately 25' wide x 1,415' long centered along the existing pipe system between and including four drainage structures shown.
- Horizontal and Vertical Control shall be referenced to NC Grid NAD 83(2011) and NAVD 88. The survey shall be tied to the PAC/SAC monuments. Provide a minimum of five (5) temporary benchmarks, located outside work zone spaced intermittently around project area. All benchmarks shall be referenced to topographical features so that they may be easily located. Provide baseline of Runway 3-21 using published runway end coordinates.
- The survey for the runway shall extend 100' off the edge of pavement unless otherwise shown.
- Locate all physical features including lights, duct markers, signs, pavement edges, pavement markings, fences, pipes, manholes, trench drains, storm drain features (inlets and pipes), etc., within the survey area.
- Surveyor shall provide reference ties to all survey horizontal and vertical control points, so that points can be reestablished in the field, if necessary. All level loops shall be closed and checked in accordance with good survey practice. Provide traverse data for all level loops.
- Runway 3-21 Area

Provide pavement elevations at even 50' stations located along Runway 3-21. The elevations shall be to the one hundredth. Provide elevations as shown in the attached cross section. Elevations should be provided at a minimum as follows:

- o Provide elevations at Runway centerline and at 25', 37.5', 50', and 75' right and left of runway centerline, including pavement edge drop.
- o Provide ground elevations at approximately 125' and 175' right and left of centerline.
- o Provide low point, pavement edge drops, and other grade breaks, as necessary.

- Drainage Pipe and Structures Area

Provide elevations at even 50' stations located along the pipe alignment. The elevations shall be to the one hundredth. Elevations should be provided at a minimum as follows:

\_\_\_\_ Owner's Initials



\_\_\_\_ Consultant's Initials

- o Provide elevations at pipe centerline at 12.5' right and left of pipe centerline.
- o Provide inverts, rims, pipe size, cleanouts, and pipe material for all storm drain lines for all within survey limits as shown in attached exhibit.

Mapping Requirements

- All survey information shall be shown on a finished map and furnished to Talbert & Bright, Inc., in hard copy and on disk and shall be compatible with AutoCAD 2019. Provide an ASCII point file of the survey data and provide a .xml file. Provide 2 hard copies of the finished survey on 24" x 36" sheets at a map scale of 1" = 50 feet.
- Show PACS/SACS and show all planimetric features and utilities.
- All contours shall be shown with a 0.5-foot contour interval with spot elevations as necessary to depict specific high or low points. All spot elevations shall be shown to the 100th.
- Layer names shall clearly identify the item shown on the layer.
- Map shall be sealed by a registered land surveyor in the State of North Carolina.

**B. Exclusions**

Items not included in the scope of services are as follow:

- Accessibility construction compliance verification.
- Archaeological survey and report.
- Wetland delineation, surveys, or permits.
- Geotechnical investigation or report.
- Phase One or Phase Two Environmental Assessments.
- Endangered species survey and report.
- Off-site work unless specifically covered in the scope of services.
- Approvals or permits other than those related to the scope of work covered by this contract.
- Act as an expert witness for legal activities.
- North Carolina Department of Transportation permits or approvals.
- Subsurface Utility Engineering (SUE) investigations, i.e., telephones, cable television, gas, and power distribution systems.
- Recordation of plat.

These items can be coordinated or provided, if requested by the Owner in writing.

**2. PERIODS OF SERVICE**

**A. Survey Phase**

Consultant will commence work upon receipt of this signed letter agreement and complete work described in this phase upon a mutually agreed schedule.

\_\_\_\_ Owner's Initials

 Consultant's Initials

#### **PAYMENT FOR SERVICES**

For services rendered, OWNER shall pay CONSULTANT as outlined in the Letter Agreement for Services.

Payment for services on the basis of "Time & Expense" shall be paid in accordance with the schedule of charges attached hereto.

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment shall be considered overdue after forty-five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

CONSULTANT reserves the right to suspend work hereunder or any other work to be performed by CONSULTANT for OWNER or any of its affiliates under a separate agreement or agreements with CONSULTANT in the event of delinquent payment by OWNER to CONSULTANT hereunder or in the event of delinquent payment by OWNER or its affiliates to CONSULTANT under a separate agreement or agreements. For all purposes hereof, affiliate shall mean (i) in the case of an individual, any relative of any person listed among the following, (ii) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of any class of the voting securities of or equity interest in the OWNER; (iii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with the OWNER; or (iv) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by, or under common control with the OWNER.

In the event legal action is necessary to enforce the payment terms of this Agreement, the CONSULTANT shall be entitled to collect from the OWNER any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the CONSULTANT for such collection action and, in addition, the reasonable value of the CONSULTANT's time and expenses spent for such collection action, computed according to the CONSULTANT's prevailing fee schedule and expense policies.

#### **ASSIGNMENT**

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

#### **OWNER'S RESPONSIBILITIES**

##### **A. Access**

OWNER shall make provisions for the CONSULTANT to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

##### **B. OWNER's Representative**

The OWNER shall designate in writing one person to act as OWNER's Representative with respect to the work to be performed under this Agreement. This Representative shall have complete authority to transmit instructions, receive information, interpret, and define OWNER's policy and decisions, with respect to the product, materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

##### **C. Fees**

The OWNER is responsible for payment of fees associated with the project. Such fees include permit review and application fees, impact fees, and capacity fees. The CONSULTANT will notify the OWNER regarding the amount of fees and timing of payment.

#### **CONSULTANT'S RESPONSIBILITIES**

In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation, expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

#### **OWNERSHIP OF INSTRUMENTS OF SERVICE**

All reports, drawings, specifications, computer files, electronic files, BIM models, field data, notes and other documents and instruments prepared by 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, without limitation, the copyrights thereto. The CONSULTANT shall retain these records for a period of two (2) years following their completion during which period paper copies will be made available to the Project OWNER at reasonable times.

#### **ELECTRONIC FILES**

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the CONSULTANT, the OWNER agrees that all such electronic files are instruments of service of the CONSULTANT, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the CONSULTANT. The OWNER further agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the CONSULTANT.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the CONSULTANT and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the CONSULTANT or from any reuse of the electronic files without the prior written consent of the CONSULTANT.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the CONSULTANT be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

\_\_\_\_ Owner's Initials

 Consultant's Initials

**CERTIFICATIONS, GUARANTEES, AND WARRANTIES**

The CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT's having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain or any way might, in the sole judgment of the CONSULTANT, increase the CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance. The OWNER also agrees not to make resolution of any dispute with the CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT's signing any such certification.

**ACCESSIBILITY**

The OWNER acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of [the execution of this Agreement, submission to building authorities, or other appropriate date] and as they apply to the Project. The CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project. Any changes in the applicable law or contrary interpretations of existing law subsequent to the issues of permits which requires CONSULTANT to perform redesign will be considered an additional service.

**SUBSTITUTIONS**

Upon the written request or direction of OWNER, CONSULTANT shall evaluate and advise OWNER with respect to proposed or requested changes in materials, products, or equipment. CONSULTANT shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. CONSULTANT shall not be responsible for errors, omissions, or inconsistencies in information by others or in any way resulting from incorporating such substitution into the Project. OWNER shall be invoiced for this service on a Time & Expense basis unless both parties mutually agree on a lump sum fee.

**OPINIONS OF PROBABLE COSTS**

Since the CONSULTANT has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable construction costs provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry.

However, the CONSULTANT cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable construction costs prepared by him.

**BETTERMENT**

If, due to the CONSULTANT's negligence, a required item or component of the Project is omitted from the CONSULTANT's construction documents, the CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades, or enhances the value of the Project.

**CHANGED CONDITIONS**

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

**CODE COMPLIANCE**

The CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement was written. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the CONSULTANT shall notify the OWNER of the nature and impact of such conflict. The OWNER agrees to cooperate and work with the CONSULTANT in an effort to resolve this conflict.

**VALUE ENGINEERING**

(If) OWNER has elected to engage in value engineering of the Project, OWNER has established cost as a primary project objective over other programming, performance, and aesthetic objectives and recognizes that in doing so, it has limited the available design and product options. These limitations may impact the overall project cost, schedule, and performance. OWNER has accepted these risks and impacts in recognition of the importance it has placed on project cost.

**DELEGATED DESIGN**

Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent, it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

**LIMITS OF LIABILITY**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the CONSULTANT. The CONSULTANT's services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT's officers, directors, partners, employees and sub-consultants, and any of them, to the OWNER and anyone claiming by or through the

\_\_\_\_ Owner's Initials

 Consultant's Initials

OWNER (including, but not limited to construction contractors & subcontractors), for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed **\$10,000 or the CONSULTANT's fee for services rendered under this contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.**

It is our understanding the OWNER has elected to exclude Construction Observation and Monitoring from this contract. Based on this understanding, the OWNER assumes all responsibility for interpretation of the documents and for construction observation and supervision activities and waives any claims against the CONSULTANT that may in any way connected thereto. In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim, or cost including reasonable attorneys' fees resulting from the performance of such services by other persons or entities and all claims arising from clarifications, interpretations, or changes made to the contract documents or work specified therein to reflect field or other changes made except for sole negligence or willful misconduct of the CONSULTANT. Any requests for specific construction observation services and agreed to by the CONSULTANT will be paid as Additional Services by the OWNER.

#### TIME BAR TO LEGAL ACTION

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence. Nothing in this Agreement is construed to waive any protections granted under existing laws of the state in which the work is performed.

#### ACTS OF OTHERS

The CONSULTANT 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). CONSULTANT shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or sub-contractor, or any of the Contractor(s)', or sub-contractors' agents, or employees or any other persons (except CONSULTANT'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 CONSULTANT from liability for failure to perform properly the duties undertaken by CONSULTANT in the Contract Documents.

The CONSULTANT shall not be responsible for the acts, omissions, means, methods, or specifications of other design professionals not directly retained by CONSULTANT. **Unless specifically stated otherwise, the CONSULTANT's work and responsibility under this Contract terminates at the building pad or within five (5) feet of the building, whichever is greater, for any proposed building shown on the plans. The OWNER/Architect/Contractor is responsible for compliance with codes, regulations, manufacturer specifications, and construction methods related to the building structure. In no circumstance is the CONSULTANT responsible for any portion of the building, especially as it relates to moisture or mold.**

#### INDEMNIFICATION

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom the CONSULTANT is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subcontractors (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

#### CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

#### DISPUTE RESOLUTION

Any dispute or claim arising out of or relating to this Agreement shall be determined as follows: CONSULTANT and OWNER will negotiate in good faith to reach agreement. If negotiations are unsuccessful, CONSULTANT and OWNER agree the dispute shall be settled by mediation. In the event the dispute or any issues remain unresolved after the above steps, the disagreement shall be decided by such remedies of law as they are available to the parties. The appointment of a mediator and location will be subject to agreement between CONSULTANT and OWNER with each party being responsible for their portion of those costs.

#### JOBSITE SAFETY

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees and subcontractors at a construction/project site, shall impose any duty on the CONSULTANT, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work 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 its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the General Contractor shall defend and indemnify the OWNER, the CONSULTANT and the CONSULTANT's subcontractors. The OWNER

\_\_\_\_ Owner's Initials

 Consultant's Initials



also agrees that the OWNER, the CONSULTANT and the CONSULTANT's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

**HAZARDOUS MATERIAL**

Both parties acknowledge that the CONSULTANT's scope of services does not include any services related to the presence of any hazardous or toxic materials and/or mold. In the event the CONSULTANT or any other person or entity involved in the project encounters any hazardous or toxic materials and/or mold, or should it become known to the CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the CONSULTANT's services, the CONSULTANT may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

**APPLICATIONS FOR PERMITS AND CERTIFICATES REQUESTED ON BEHALF OF OWNER**

The OWNER shall indemnify and hold the CONSULTANT harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the CONSULTANT's personnel to assist in the defense of the issuance of the permit or certificate.

**TERMINATION**

In the event of termination of this Agreement by either party, the OWNER shall within fifteen (15) calendar days of termination pay the CONSULTANT for all services rendered and all reimbursable costs incurred by the CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement.

Either party may terminate this Agreement for the convenience and without cause upon giving the other party not less than fifteen (15) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar day's written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the CONSULTANT's services by the OWNER for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the CONSULTANT, the OWNER shall pay the CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of

personnel, associated overhead costs and all other expenses directly resulting from the termination.

**SIGNAGE**

OWNER agrees to allow CONSULTANT to place a sign on the job site during construction. The sign will include general information relative to the CONSULTANT. CONSULTANT shall be responsible for the sign installation and removal.

**AMENDMENT**

This Agreement for Services can be amended by addenda if agreed to in writing and signed by both parties.

\_\_\_\_\_  
Owner's Initials

 Consultant's Initials







## Consulting Services on a Time and Expense Basis

January 1, 2021

Thomas & Hutton provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

The current hourly rate charges for each skill position for 2021 are as follows:

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/ Administrative
\$ 250.00	Consultant	Consultant	Consultant	Consultant	Consultant	
\$ 225.00	Senior Manager	Senior Manager	Senior Manager	Senior Manager	Senior Manager	Senior Manager
\$ 205.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V Survey Party (3-Men)	Landscape Architect V LA Project Manager V	GIS Manager V		
\$ 190.00	Project Manager IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV LA Project Manager IV	GIS Manager IV		Senior Application Developer IV, Software/Computer Consultant IV
\$ 175.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Landscape Architect III LA Project Manager III	GIS Manager III		Senior Application Developer III, Software/Computer Consultant III
\$ 165.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II	Landscape Architect II LA Project Manager II	GIS Manager II	Construction Administrator II	Senior Application Developer II, Software/Computer Consultant II
\$ 150.00	Project Manager I Project Engineer I	Survey Manager I Project Surveyor I Survey Party (2-Men)	Landscape Architect I LA Project Manager I	GIS Manager I	Construction Administrator I	Grant Administrator, Senior Application Developer I, Software/Computer Consultant I
\$ 140.00	Designer IV Engineering Technician IV	Staff Surveyor V Survey Field Supervisor	Landscape Designer IV	GIS Analyst IV	Field Representative V	Application Developer IV
\$ 130.00	Designer III Engineering Technician III	Staff Surveyor IV	Landscape Designer III	GIS Analyst III	Field Representative IV	Application Developer III
\$ 120.00	Designer II Engineering Technician II	Staff Surveyor III	Landscape Designer II	GIS Analyst II		Application Developer II
\$ 110.00	Designer I Engineering Technician I	Survey Party (1-Man) Staff Surveyor II	Landscape Designer I	GIS Analyst I	Field Representative III	Application Developer I, Permit Coordinator II, Admin IV
\$ 100.00	CADD Technician III	Survey Technician III Staff Surveyor I	Landscape Technician III	GIS Technician III	Field Representative II	Permit Coordinator I
\$ 90.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II		
\$ 85.00	CADD Technician I	Survey Technician I	Landscape Technician I	GIS Technician I	Field Representative I	Admin III
\$ 80.00						Admin II
\$ 75.00						Admin I
\$ 400.00	Expert Witness					

3. When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1-1/2 times the individuals charge rate.
4. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at the IRS Standard Mileage Rate of \$0.56 per mile and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
5. All rates and charges are effective through January 1, 2022, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.

June 28, 2021

**Mr. Randy Fender, PE**  
**Talbert & Bright, Inc.**  
4810 Shelley Drive  
Wilmington, NC 28405

Reference: Proposal for Subsurface Investigation  
Runway 3-21 and Storm Drain Rehabilitation  
Michael J. Smith Field  
Beaufort, North Carolina  
TBI Project No. 2112-2102  
GeoTechnologies Proposal No. 1-21-0433

Dear Mr. Fender:

GeoTechnologies, Inc. is pleased to submit this proposal to provide a subsurface investigation for the proposed Runway 3-21 and storm drain rehabilitation project at Michael J. Smith Field in Beaufort, North Carolina. Our proposal includes a scope of work and a recommended budget for the project.

### **STATEMENT OF QUALIFICATIONS**

GeoTechnologies, Inc. was formed in January 1992 as a professional engineering firm to provide geotechnical engineering and construction materials testing for the engineering, architectural and construction industry. The firms founding partners have more than 100 years combined experience in geotechnical engineering and materials testing. Project experience includes thousands of projects in the public and private sectors ranging from small residential structures to major industrial projects. GeoTechnologies has completed over 20,000 projects throughout the Southeast and Mid-Atlantic states since its founding in 1992. GeoTechnologies offers a full range of geotechnical and materials testing with a present staff of 45 employees.

Airport Experience. Since its founding in 1992, GeoTechnologies, Inc. has provided geotechnical engineering and quality control/assurance testing for over 600 FAA and State sponsored projects with construction costs between \$200,000 and \$4 million. Employees of GeoTechnologies have a total combined airport experience of over 800 projects with construction costs of \$200,000 to \$50 million. Services provided on these projects have included:

1. Geotechnical Subsurface Investigations and Foundation Design Recommendations for New Terminal Facilities and other Airport Related Facilities.
2. Pavement Condition Surveys Including Recommendations for Rehabilitation and Overlay Designs.
3. Quality Assurance Testing During Construction
4. Resident Inspection Services During Construction
5. Analysis of Materials Problems

GeoTechnologies' employees have prior pavement and subsurface experience at Michael J. Smith Field. Through all our project experience, members of our staff have become very familiar with the high degree of quality required on airport related projects. GeoTechnologies laboratory services are accredited through the AASHTO Re:Source Program.

## SCOPE OF WORK

Based on a RFP provided by Talbert & Bright we understand that the center 75 feet of approximately 3,750 feet of Runway 3-21 will be rehabilitated, with the current intentions being to overlay the existing pavements. The outer 37.5 feet on each side of the runway will be removed. The project will also involve replacement of approximately 1,400 feet of storm drain and 3 drainage structures between the apron and Runway 3-21.

1. Per the RFP and FAA AC-150 we are proposing to perform at least 19 borings within the center 75 feet of the runway. We will also provide 3 to 4 borings on each side of the runway within the outer 37.5 feet to be removed in order to determine thickness of the pavement structure. Five borings will be performed within the connections to Taxiway A, Runway 14-32, and Taxiway B. We have budgeted for several additional borings to further evaluate conditions in isolated areas if necessary.
2. One boring will be performed adjacent to each of the drainage structures, and 4 to 5 additional borings will be performed along the alignment of the storm drain. Borings will be extended to 10 feet from existing grade.
3. Borings locations will be marked by an engineer. All locations will be pre-cored and a dynamic cone penetrometer (DCP-COE) will be used at subgrade to evaluate subgrade CBR values with depth.
4. Borings will be advanced with a drill rig turning hollow stem augers and sampling at regular intervals using SPT techniques. Borings will be extended to 10 feet below top of pavement. All test borings will be backfilled, packed, and patched after they are completed. Bulk samples will be collected from the near surface soils for laboratory testing.
5. Representative samples of soils from the test borings will be retained for visual classification and laboratory testing.
6. Laboratory testing will include but not be limited to standard Proctor (ASTM D-698), laboratory soaked CBR tests (ASTM D-1883), Atterberg limits tests ASTM (D-4318), Grainsize–Wash #200 Sieve (ASTM D-6913/1140), and Natural Moisture Content Tests (ASTM D-2216).

We understand that the work may be completed during the day. We will provide runway closure markers and vehicles will be marked with amber beacons while operating on the airfield. We will also monitor airport radio frequencies during our time on-site. Completed borings will be patched and the surrounding area swept to remove any FOD.

Upon completion of the field and laboratory investigation, we will provide an engineering report which will include but not be limited to a site plan showing the location of borings, test boring data including subsurface soil profile and strengths, and laboratory data. The report will include a discussion of conditions encountered in the borings. Conditions which could impact rehabilitation of the existing pavements or construction of new or pavements, foundation support for new drainage structures, and considerations for installation of new storm drain pipe will be included.

## **SCHEDULING & COST OF SERVICES**

Per the RFP we understand that the work may be completed during daylight hours. We anticipate that 2 to 2.5 days will be required to complete the work. We will contact the airport manager prior to mobilization to schedule the runway closures and discuss our work plan and procedures for accessing the airfield and runway.

Laboratory testing will require 1 to 2 weeks. Report generation can be completed within 1 week of completion of the field work and laboratory testing. Based on our current work load, we are prepared to mobilize to the site within approximately 3 weeks of notice to proceed.

A cost estimate is included as Table 1 for your review. Based on the proposed scope of work, we have estimated the cost of the investigation to be approximately \$23,501.20. We will not exceed the estimated cost without direct authorization by the Engineer and will only invoice for the actual time and tests performed. Unit rates included in this proposal are valid for a period of 1 year from the proposal date.

GeoTechnologies, Inc. appreciates this opportunity to present our proposal to Talbert & Bright, Inc. If you have any questions concerning our proposal, please do not hesitate to contact us.

Sincerely,

GeoTechnologies, Inc.



Conrad E. Harris, P.E.  
Senior Engineer

**TABLE 1**  
**COST ESTIMATE**

Proposal for Subsurface Investigation  
Runway 3-21 Rehabilitation  
Michael J Smith Field  
Beaufort, North Carolina  
GeoTechnologies Proposal No. 1-21-0433

**Drilling & Coring Services (2-Person Crews)**

1	Mobilization Drill Rig & Crew, Lump Sum	\$ 1,600.00
420	Feet, Standard Test Boring @ \$14.00 Per Foot	\$ 5,880.00
5	Bulk Samples @ \$50.00 Each	\$ 250.00
2	Days Per Diem @ \$119.40 Per Person Per Day	\$ 477.60
1	Coring Equipment Mobilization	\$ 1,400.00
22	Hours Coring Crew @ \$200.00 Per Hour	\$ 4,400.00
27	Large Diameter Core Holes Patched @ \$40.00 Each	\$ 1,080.00
8	Small Diameter Core Holes Patched @ \$15.00 Each	\$ 120.00
2	Days Per Diem @ \$119.40 Per Person Per Day	\$ 477.60
1	Closed Runway Markers, Lump Sum	\$ 500.00

**Laboratory Services**

5	Standard Proctor Tests @ \$135.00 Each	\$ 675.00
5	Laboratory CBR Tests @ \$135.00 Each	\$ 675.00
5	Atterberg Limits Tests @ \$75.00 Each	\$ 375.00
5	Grain Size Analysis - Wash #200 @ \$75.00 Each	\$ 375.00
55	Natural Moisture Content @ \$10.00 Each	\$ 550.00

**Engineering Services**

**Boring Layout, Site Reconnaissance, Drilling Supervision, Report**

28	Hours, Staff Engineer @ \$100.00 Per Hour	\$ 2,800.00
340	Miles @ \$0.58 Per Mile	\$ 197.20
2	Days Per Diem @ \$119.40 Per Day	\$ 238.80
10	Hours, Senior Engineer - Report @ \$130.00 Per Hour	\$ 1,300.00
2	Hour Drafting Time @ \$65.00 Per Hour	\$ 130.00

**Total:** \$23,501.20



## 2021 NCAPSF - GEOTECHNOLOGIES, INC. SCHEDULE OF FEES

### **Professional Services:**

Expert Witness/Principal Engineer; per hour .....	\$160.00
Senior Engineer; per hour .....	\$130.00
Staff Engineer; per hour .....	\$100.00
Senior Inspector; per hour .....	\$90.00
Environmental Professional; per hour .....	\$90.00
Engineering Aide/Drafting; per hour .....	\$65.00

Engineering Technician; per hour .....	\$66.00
Asphalt Plant Inspector; per hour .....	\$72.00
Metals/Fireproofing Inspector; per hour .....	\$106.00
Coring Crew; per hour .....	\$200.00
Cores Patched; each .....	\$15.00

Project Manager Review; per hour .....	\$85.00
Secretarial; per hour .....	\$50.00
Reproduction of Reports and/or Additional Copies; per hour .....	\$50.00
Mileage; per mile .....	Per NCDOT Rate
Trip; per trip .....	Quote Per Project
*Per Diem; per day .....	Quote Per Project

Floor Flatness Equipment; per day .....	\$540.00
Ground Penetrating Radar (GPR); per day .....	\$350.00
Lightweight Falling Weight Deflectometer; per day .....	\$350.00
Remi Testing, Seismic Refraction Testing or Resistivity Testing .....	Quote Per Project
Seismograph Rental; per day .....	\$150.00
Windsor Probes; each .....	\$70.00

### **Laboratory Services:**

Aggregate Base Course Proctor; each .....	\$190.00
Asphalt Core Specific Gravity; each .....	\$40.00
Atterberg Limits Test, each .....	\$75.00
CBR; per point (soaked/ unsoaked), each .....	\$135.00
Coarse/Fine Aggregate Specific Gravity; each .....	\$60.00
Compressive Strength:	
Concrete Cylinders, LtWt Concrete, and Mortar Cubes; each .....	\$13.50
Compressive Strength:	
Architectural Stone, Cores, Grout Prisms, and Shotcrete; each .....	\$25.00
Compressive Strength-Flexural Beams; each .....	\$35.00
Compressive Strength-Blocks; each .....	\$125.00
Consolidation; each .....	\$500.00
DOT Modified (T180) Proctor .....	\$200.00
Grain Size Test (Wash 200 Sieve), each .....	\$75.00
Grain Size Test (Coarse Aggregate); each .....	\$130.00
Grain Size Test (with Hydrometer), each .....	\$115.00
Modified Proctor Compaction Test; each .....	\$155.00
Natural Moisture Content Test; each .....	\$10.00
Organic Content; each .....	\$35.00
pH; each .....	\$40.00
Permeability (in place); each .....	\$400.00
Permeability (remold); each .....	\$450.00
Soil Specific Gravity, each .....	\$45.00
Standard Proctor Compaction; each .....	\$135.00
Direct Shear Test; each .....	\$500.00
Triaxial Compression Test; each .....	\$1,050.00

**Note:   \*Per Diem (Hotel State Rate+Meals)**  
**Services Not Shown Above to be Quoted Upon Request**

<b>2021 NCAPSF - GEOTECHNOLOGIES, INC. DRILLING FEE SCHEDULE</b>
--

Mobilization & Transportation of Drill Rig & Crew - ATV Mounted Rig.....	Quote Per Job
Subsistence for Drill Crew (2 person crew), per day .....	Quote Per Job
Subsistence for Additional Person; per day.....	\$85.00
Auger Borings (2" – 6" Auger), per linear foot .....	\$10.00
Hourly Rate for Drill Rig & Crew (ATV Mounted – Auger or Rotary), per hour.....	\$240.00
Daily Rate for Drill Rig & Crew (ATV Mounted – Auger or Rotary) .....	Quote Per Job
Soil Test Borings Including Split-Spoon Samples on 5 Ft. Intervals 0-50 Feet (ASTM-D1586):	
a) Per Linear Foot .....	\$14.00
b) Depths Greater Than 50' For Each 25' Increment; Per Foot .....	\$3.00
c) Addl. Split-Spoon Samples: 0-50 Feet, Beyond Standard 3 in Upper 10'; each.....	\$25.00
Difficult Moving, Clearing Access, Utility Clearance, Standby Time, Laying Water Line, Hauling Water, On-Site Cleanup Time; per hour.....	\$240.00
Bag Samples, each .....	\$50.00
Undisturbed Samples (Standard or Piston 3" Shelby Tubes; per tube) .....	\$150.00
Asphalt & Concrete Patching Bore Holes; each .....	\$40.00
Boring Abandonment; per foot .....	\$7.00
Grout Bore or Well Holes .....	Quote Per Job
Dilatometer Testing (Operator & Equipment); per day .....	Quote Per Job
Inclinometer .....	Quote Per Job
Monitoring Well Installation .....	Quote Per Job
Piezometer .....	Quote Per Job
Rock Coring .....	Quote Per Job



WithersRavenel

Our People. Your Success.

July 8, 2021

Randy Fender  
Talbert & Bright, Inc.  
4810 Shelley Drive  
Wilmington, NC 28405

RE: Proposal for Professional Services  
Michael J Smith Field Airport (KMRH) – Runway 3-21 Rehabilitation  
Beaufort, Carteret County, North Carolina  
WR Project No.: 03140395.40

Dear Mr. Fender:

WithersRavenel is pleased to present this Proposal for Professional Services to Talbert & Bright, Inc., our "Client". This Proposal for Professional Services is for the Runway 3-21 Rehabilitation project at the Michael J Smith Field Airport (KMRH), located at 180 Airport Road in Beaufort, Carteret County, North Carolina. The project area is depicted in the attached exhibit provided by Talbert & Bright.

The Scope of Services contained herein includes project administration and management for the wetland/stream/CAMA delineation, threatened & endangered species survey, site report of findings, federal coastal zone consistency determination and preparations of certain sections of the Documented CATEX.

We will be able to start this work within 30 days following the return of the fully executed agreement.

If you have any questions or concerns, please let us know. We look forward to the opportunity to work together on this project.

Sincerely

WithersRavenel

Troy Beasley  
Senior Environmental Scientist

Attachment



**Michael J Smith Field Airport (KMRH)  
Runway 3-21 Rehabilitation  
Beaufort, Carteret County, NC  
Proposal for Professional Services**

## **A. PROJECT DESCRIPTION**

This Proposal for Professional Services is for the Runway 3-21 Rehabilitation project at the Michael J Smith Field Airport (KMRH), located at 180 Airport Road in Beaufort, Carteret County, North Carolina. The project area is depicted in the attached exhibit provided by Talbert & Bright. The Scope of Services contained herein includes project administration and management for the wetland/stream/CAMA delineation, threatened & endangered species survey, site report of findings, federal coastal zone consistency determination and preparations of certain sections of the Documented CATEX.

## **B. SCOPE OF SERVICES**

### *Task 1- Project Management and Administration*

WithersRavenel will provide the following as part of this task:

- ▶ Coordinate with Client's project team throughout the course of the project;
- ▶ Coordinate submittals with the Client;
- ▶ Participate in conference calls, coordination meetings and review meetings with the Client regarding findings of site review, report preparation, submittals, and permitting requirements. It is anticipated that WR will attend up to two meetings at the Client's office.
- ▶ Manage internal project processes, communication, and resources.

### *Task 2 – Environmental Site Review*

#### *Wetland Delineation*

- ▶ Obtain preliminary site information, including aerial photos, USGS Quadrangle Maps, Carteret County Soil Survey, Carteret County GIS data, prior to conducting site visit.
- ▶ Conduct site review to determine if the project site contains jurisdictional wetlands, streams and riparian buffers. Jurisdictional wetlands will be determined using criteria set forth in the 1987 US Army Corps of Engineers (USACE) Wetlands Delineation Manual and applicable Regional Supplement. Streams will be assessed using criteria set forth in the NC Division of Water Quality Identification Methods for the Origins of Intermittent and Perennial Streams (2005). WR will delineate all jurisdictional wetlands and starting point of streams in the field using sequentially numbered Wetland Delineation flagging.
- ▶ Locate wetland flags and stream start point flags using Trimble GPS unit. GPS data will be used to prepare exhibits for wetland report.

#### *Field Survey for Federal and State Listed Threatened & Endangered Species*

- ▶ Complete a review of literature and data from the NC DEQ, USFWS and NCNHP to determine listed species known to have ranges extending into Carteret County that are likely to occur within the project.
- ▶ Conduct a pedestrian survey of the project study area to document vegetative communities and determine presence/absence of potential habitat for listed species.
- ▶ Conduct a pedestrian survey of the potential habitat within the project study area to determine the presence of protected species and/or potential habitat in which protected species may occur.
- ▶ Use GPS to locate any occurrences of listed species observed during the pedestrian survey.
- ▶ Prepare brief letter report documenting the results of threatened & endangered species survey and submit to USFWS for concurrence.

### Task 3 – *Environmental Site Report*

- ▶ Upon completion of the delineation and threatened & endangered species survey, WR will prepare a letter report documenting the findings of the field review, as well as provide Biological Determinations on the likelihood for the project to affect federal and state listed threatened and/or endangered species.

### Task 4 – *Federal Coastal Zone Consistency Determination*

- ▶ WR will prepare and submit an email request to the NC Division of Coastal Management (NCDCM) for concurrence that the proposed project is consistent with the NC Coastal Zone Management Act.
- ▶ *In the event that a formal submittal of a comprehensive Coastal Zone Consistency Determination is required by NCDCM, this will be completed under a contract amendment.*

### Task 5 – *Preparation of Responses to Specific Sections of Documented CATEX*

- ▶ WR will assist in preparations of responses to the following CATEX sections/subsections:
  - 5-2.b(3) – Threatened or Endangered Species
  - 5-2.b(4) Other Resources
    - a. Fish and Wildlife Coordination Act
    - b. Wetlands and Other Waters of the US
    - d. Coastal Resources
    - e. National Marine Sanctuaries
    - f. Wilderness Areas
    - i. Wild and Scenic Rivers
  - Permits - Assist Client with preparation
- ▶ WR will provide an electronic copy of the prepared responses to Client for incorporation in the final Documented CATEX document.
- ▶ In the event that the NCDOA issues a Request for More Information specific to the sections of the Documented CATEX prepared by WR, WR will prepare a response to one (1) Request for More Information and provide in electronic format to Client for submittal to the NCDOA.

### Task 6 – *Expenses*

Expenses directly related to fieldwork and production including but not limited to:

- ▶ Mileage

Estimated Reimbursable Expenses				
Type	Reason for Expense	Amount	Reimbursement Rate	Total
Mileage	Site Visit for Wetland Delineation and Endangered Species Survey	186 miles (round trip)	\$0.580/mile	\$107.88
Mileage	Project Coordination Meetings at Talbert & Bright (up to 2 meetings)	10 Miles (Round Trip)	\$0.580/mile	\$11.60
	<b>TOTAL</b>	<b>206 miles</b>		<b>\$119.48 (rounded to \$119)</b>

## C. EXCLUSIONS

This proposal does not include the following:

- ▶ USACE Jurisdictional Determination
- ▶ NCDWR Buffer Determination
- ▶ Preparation of Formal Federal Consistency Determination Request
- ▶ 404/401 Permitting
- ▶ Section 7 Consultation with USFWS
- ▶ Site Design and/or Engineering Services
- ▶ Surveying

## D. ADDITIONAL SERVICES

Additional requested progress meetings or excluded tasks that are not included in the above listed scope of services are considered additional services. Should WithersRavenel be requested to assist with other services, the services will be provided under a contract amendment.

## E. CLIENT RESPONSIBILITIES

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

- ▶ Access to property described
- ▶ Any legal representation requiring an attorney of law
- ▶ Submittal/Application Fees

## F. COMPENSATION FOR SERVICES

WithersRavenel proposes to provide the services outlined above on a fixed fee (lump sum) basis as shown below, plus reimbursable expenses. **Client will only be charged for tasks provided.**

Task Number	Task Name	Cost
Task 1	Project Management and Administration	\$600
Task 2	Environmental Site Review	\$2,840
Task 3	Environmental Site Report	\$2,520
Task 4	Federal Coastal Zone Consistency Determination	\$595
Task 5	Documented CATEX	\$1,220
Task 6	Expenses	\$119
	<b>TOTAL</b>	<b>\$7,894</b>

Invoices will be based on the percentage of the project accomplished during the billing period. Payment is due upon receipt of invoice.

## G. TIMELINE FOR SERVICES

WR will begin work within 30 days upon receipt of executed contract.

## H. ACCEPTANCE

Receipt of an executed copy of this agreement will serve as the written agreement between WithersRavenel and Talbert & Bright for the basic services outlined in Section B of this document. The terms outlined in the attached Exhibits - Standard Terms and Conditions (Exhibit I) and Fee & Expense Schedule (Exhibit II) shall be considered a part of this agreement.

**WithersRavenel**



Troy Beasley  
Senior Environmental Scientist

**Talbert & Bright, Inc.**

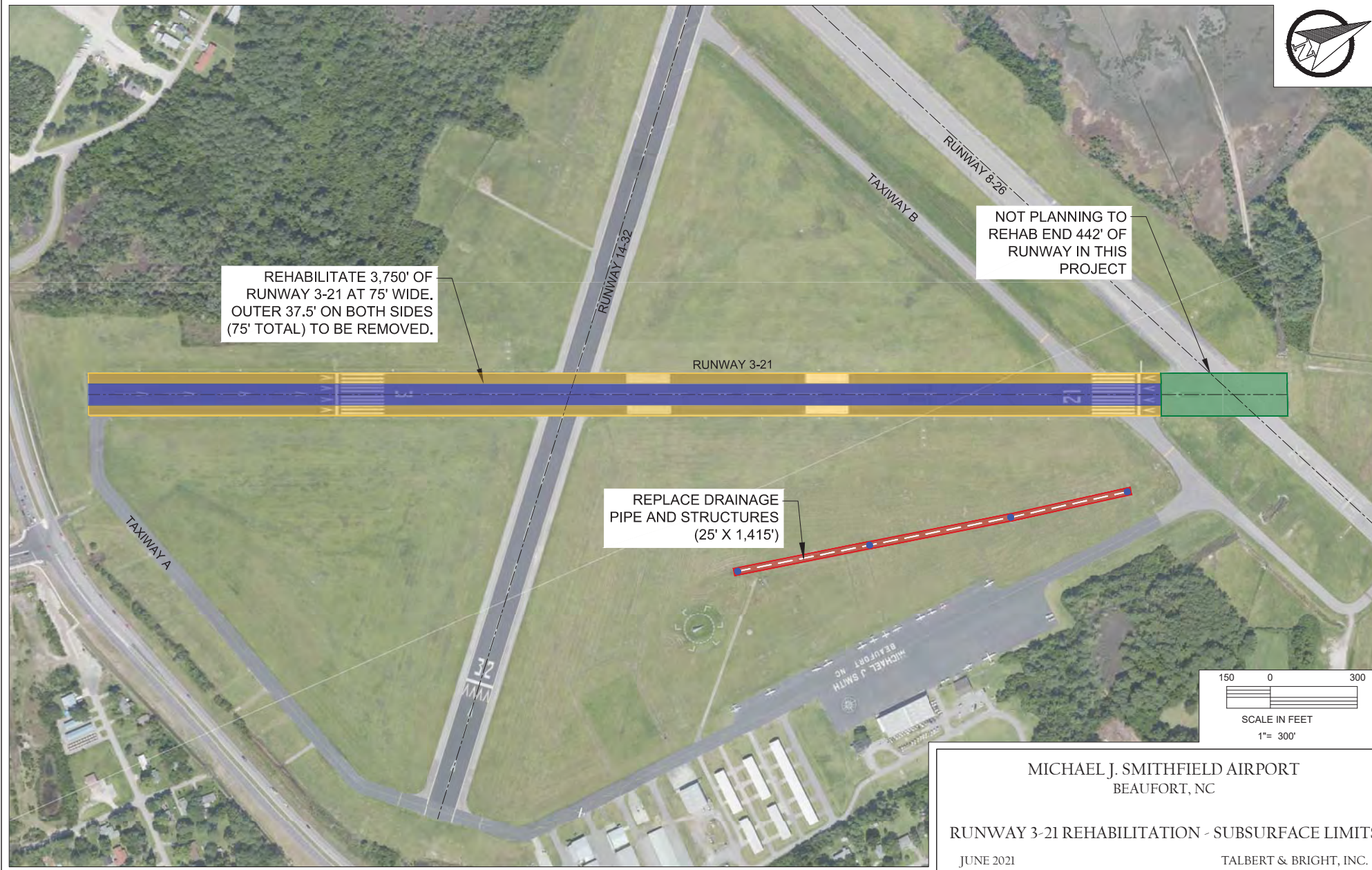
By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit I – Project Exhibit from Talbert & Bright  
Exhibit II - Fee & Expense Schedule





MICHAEL J. SMITHFIELD AIRPORT  
BEAUFORT, NC

RUNWAY 3-21 REHABILITATION - SUBSURFACE LIMITS

JUNE 2021

TALBERT & BRIGHT, INC.



## EXHIBIT II

### Fee & Expense Schedule

Description	Rate
<b>Engineering/Landscape Architecture Project Mgmt.</b>	
Principal	\$ 210
Client Experience Manager	\$ 195
Senior Project Manager	\$ 180
Project Manager	\$ 165
Assistant Project Manager	\$ 150
<b>Engineering</b>	
Senior Technical Consultant	\$ 195
Senior Project Engineer	\$ 180
Project Engineer III	\$ 165
Project Engineer II	\$ 150
Project Engineer I	\$ 140
Staff Professional III	\$ 130
Staff Professional II	\$ 120
Staff Professional I	\$ 100
Lead Project Coordinator	\$ 125
Senior Project Coordinator	\$ 110
Project Coordinator II	\$ 95
Project Coordinator I	\$ 85
Senior Designer	\$ 145
Designer II	\$ 125
Designer I	\$ 115
Senior CAD Technician	\$ 120
CAD Technician II	\$ 100
CAD Technician I	\$ 90
<b>Landscape Architecture/Planning</b>	
Zoning Specialist	\$ 230
Senior Landscape Architect	\$ 170
Landscape Architect III	\$ 155
Landscape Architect II	\$ 140
Landscape Architect I	\$ 130
Landscape Designer II	\$ 120
Landscape Designer I	\$ 110
Senior Planner	\$ 160
Planner III	\$ 140
Planner II	\$ 120
Planner I	\$ 105
Planning Technician	\$ 95

Description	Rate
<b>Geomatics</b>	
Geomatics Principal	\$ 205
Geomatics Sr. Technical Consultant	\$ 190
Geomatics Senior Manager	\$ 180
Geomatics Project Manager II	\$ 150
Geomatics Project Manager I	\$ 140
Geomatics Project Professional II	\$ 145
Geomatics Project Professional I	\$ 130
Geomatics CAD III	\$ 115
Geomatics CAD II	\$ 100
Geomatics CAD I	\$ 80
Geomatics GIS Specialist	\$ 125
Geomatics GIS Technician III	\$ 110
Geomatics GIS Technician II	\$ 95
Geomatics GIS Technician I	\$ 80
Geomatics Remote Sensing Crew II	\$ 260
Geomatics Remote Sensing Crew I	\$ 185
Geomatics SUE Crew 2	\$ 230
Geomatics SUE Crew 1	\$ 165
Geomatics Survey Crew III (3 Man)	\$ 205
Geomatics Survey Crew II (2 Man)	\$ 165
Geomatics Survey Crew I	\$ 135
Survey Crew Member	\$ 65
Geomatics Survey Technician IV	\$ 110
Geomatics Survey Technician III	\$ 100
Geomatics Survey Technician II	\$ 75
Geomatics Survey Technician I	\$ 45
<b>Funding &amp; Asset Management</b>	
F&AM Principal Consultant	\$ 190
F&AM Senior Project Manager	\$ 175
F&AM Senior Technical Consultant	\$ 155
F&AM Project Manager	\$ 140
F&AM Project Consultant II	\$ 105
F&AM Project Consultant I	\$ 95
F&AM Staff Professional I	\$ 75
<b>Construction Administration</b>	
Senior Construction Manager	\$ 160
Construction Manager II	\$ 140
Construction Manager I	\$ 130
Senior Resident Project Representative	\$ 120
Resident Project Representative III	\$ 110
Resident Project Representative II	\$ 95
Resident Project Representative I	\$ 80

Description	Rate
<b>Environmental/Geology</b>	
Principal	\$ 205
Environmental Sr. Technical Consultant	\$ 190
Environmental Project Professional V	\$ 175
Environmental Project Professional IV	\$ 160
Environmental Project Professional III	\$ 145
Environmental Project Professional II	\$ 135
Environmental Project Professional I	\$ 125
Environmental Staff Professional III	\$ 120
Environmental Staff Professional II	\$ 110
Environmental Staff Professional I	\$ 100
Environmental Technician II	\$ 95
Environmental Technician I	\$ 80
Senior Biologist/Wetlands Scientist	\$ 150
Biologist/Wetlands Scientist III	\$ 130
Biologist/Wetlands Scientist II	\$ 120
Biologist/Wetlands Scientist I	\$ 110
Senior Hydrogeologist	\$ 170
Project Geologist II (Sr. Proj. Geologist)	\$ 145
Project Geologist I	\$ 125
Staff Geologist II	\$ 115
Staff Geologist I	\$ 105
<b>Administration</b>	
Office Administrator III	\$ 105
Office Administrator II	\$ 100
Office Administrator I	\$ 95
Marketing Administration	\$ 75
Administrative Assistant III	\$ 85
Administrative Assistant II	\$ 75
Administrative Assistant I	\$ 65
<b>Expenses</b>	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

Effective January 1, 2021 - Schedule is subject to change