

Town of Boonville
April 1, 2025, Regular Meeting Minutes
Harvey E. Smith Municipal Building

The following were in attendance at the 4/1/25 regular meeting: Mayor Vaughn Benton, Mayor Pro-Tem Tim Driver, Commissioners Monica Craver, Zane Green, Kristin Johnson, and Greg Wagoner. Also in attendance were Attorney James Freeman, Finance Officer/Town Clerk Kim Wells, Police Chief Jeff Hobson, Administrative Assistant/Zoning Officer Ashley Schilens, and Interim Public Works Director Jackson Craver.

- I. Call to Order and Welcome:** Mayor Benton called the 4/1/25 meeting to order at 7:00 p.m.
- II. Conflict of Interest Issues and Approval of Agenda:** Finance Officer/Town Clerk Wells asked to have the following item added to the agenda: New Town Business, Item G: Employee Insurance. Commissioner Wagoner motioned to accept the conflict-of-interest issues and approval of agenda as presented. Commissioner Johnson seconded, and the motion passed unanimously.
- III. Pledge of Allegiance and Prayer:** Mayor Benton led the Pledge of Allegiance and the prayer.
- IV. Adoption of Minutes:** Commissioner Green motioned to adopt the minutes of 3/4/25 regular and 3/4/25 closed session. Commissioner Johnson seconded, and the motion passed unanimously.
- V. Public Comments:** Megan Sizemore, 153 Cardinal Ave, addressed the Board members as a parent in support of a School Resource Officer (SRO) for Boonville Elementary School.
- VI. Old Town Business**
 - A. American Rescue Plan Act (ARPA) Fund Projects:** Commissioner Craver updated the Board members on the ongoing projects.
 - B. Discussion of SRO for Boonville Elementary School:** Police Chief Hobson reported on the cost associated with the position including funding available for salary only, and the current coverage the Police Department provides for Boonville Elementary School. Residents in Town limits pay Town and Yadkin County taxes. This suggests that that to be fair, the County should cover the cost for the position since Yadkin County collects taxes across the entire Boonville district. Yadkin County Sheriff Nick Smitherman reported on the Sheriff Department's upcoming budget request to Yadkin County which includes a request for a full-time SRO at Boonville Elementary School. He indicated that the Sheriff's Office would be in a better position to coordinate SROs at Yadkin County schools including an SRO supervisor position who would oversee the SRO's and be available to fill in when someone was absent. Commissioners Wagoner and Craver encouraged Sheriff Smitherman to proceed with his budget request to Yadkin County. Each of them will contact the county commissioners and/or county manager to support his request. Discussion followed. Commissioner Wagoner motioned to table the topic until the budget workshops. Commissioner Craver seconded, and the motion passed unanimously.
- VII. New Town Business:**
 - A. Ratify the Consensus to Approve a Purchase from Mobile Communications Inc., in the Amount of \$3,253.81:** Police Chief Hobson reported that the purchase was for the new police vehicle. Discussion followed. Commissioner Wagoner motioned to ratify the consensus to approve the purchase from Mobile Communications, Inc., in the amount of \$3,253.81. Commissioner Green seconded, and the motion passed unanimously.
 - B. Ratify the Consensus to Employ Attorney Hugh Campbell for Library Matters Since Attorney Freeman has a Conflict of Interest:** Commissioner Johnson explained the need to seek a second attorney and stated why Attorney Freeman had a conflict of interest. Commissioner Johnson motioned to ratify the consensus to employ Attorney Hugh Campbell for library matters. Commissioner Craver seconded, and the motion passed unanimously.
 - C. Ratify the Consensus to Approve the H & H Study by TRC for Holly Street and Lon Avenue Culverts Required by FEMA:** Commissioner Craver explained the requirements for the study. Commissioner Craver motioned to ratify the consensus to approve the H & H Study by TRC for Holly Street and Lon Avenue culverts required by FEMA. Commissioner Wagoner seconded, and the motion passed unanimously.

- D. Budget Workshop Date:** The Board members discussed potential dates for a budget workshop. The consensus of the Board members was to conduct a budget workshop on April 14 at 5:00 p.m.
- E. Paving Quotes:** The Board members discussed the streets that need to be repaired, the quotes by two vendors, and the use of Powell Bill funding. It was the consensus of the Board members that Granite City Paving will perform the repair work and Mathis Paving will perform the street paving. Discussion followed on the quote from Granite City Paving. The consensus of the Board members was to proceed with Item #5, Cherry St./Canary St. for \$10,338.72; and Item #6, Option #2, Walnut St/Coram Street cut out and replace for \$10,400.00. Commissioner Wagoner motioned to award the Cherry St./Canary St. and Walnut St./Coram St. projects to Granite City Paving at a cost of of \$10,338.72 and \$10,400.00, respectively. Commissioner Green seconded, and the motion passed unanimously. For the Mathis Paving quotes, the Board members recommended the following: Commissioner Johnson motioned to tar and gravel Grace Street, at a cost of \$12,880. Commissioner Wagoner seconded, and the motion passed unanimously. Commissioner Craver motioned to tar and gravel Reece Street at a cost of \$2,286. Commissioner Wagoner seconded, and the motion passed unanimously. Commissioner Wagoner motioned to approve Mathis Paving to pave Knollwood Street at a cost of \$16,964.00. Commissioner Green seconded, and the motion passed unanimously. Commissioner Wagoner motioned that Tanyard Street be replaced with tar and gravel at cost of \$17,830.00. Mayor Pro-Tem Driver seconded, and the motion passed unanimously. Commissioner Craver motioned that Cardinal Street from NC-67 to Cherry Street be repaved at a cost of \$40,490.00. Commissioner Green seconded, and the motion passed unanimously.
- F. Approval/Discussion on Chemical Repair Kits:** Interim Public Works Director Craver reviewed the quote and reported on the cost of purchasing new pumps for the wells. Discussion followed. Commissioner Wagoner motioned to buy the rebuild kits for \$5,100.00. Mayor Pro-Tem Driver seconded, and the motion passed unanimously.
- G. Employee Insurance:** Finance Officer/Town Clerk Wells informed the Board members that as of July 1, 2025, the NC League of Municipalities will no longer offer employee insurance. She reviewed information she had received from a company that is taking over most of the NCLM employee insurances. They use the same providers as NCLM with plan options close to the current Town insurance options offered. She asked the Board members to review the documents and be ready to discuss them with action during the budget workshop.

VIII. Reports and Announcements:

- A. Mayor's Report:** Mayor Benton thanked all the employees in all departments for their hard work.
- B. Finance Officer's Report:** Finance Officer/Town Clerk Wells reported that due to the high cost of the Town's Property/Commercial Insurance, she asked NCLM for a quote to consider prior to when the current policy expires on September 30, 2025. For the utility billing, Mrs. Wells informed the Board members that the meter reading process lasted 3½ hours, including approximately 20 manual reads. She said there were no flags other than the previous month's reported leaks that residents had not corrected. Mrs. Wells said that one of the payment plans finished this billing cycle with seven plans remaining active. She then reviewed the Budget vs. Actual Report, noting that individual lines look good other than the insurance lines. Mrs. Wells said that the Town will need to do budget amendments next month to clean those up.
- C. Zoning Officer's Report:** Commissioner Craver gave an update on zoning and said that Zoning Officer Schilens was beginning to process smaller zoning assessments. Commissioner Craver then reported that the end of Woodruff Road was being purchased for future development.
- D. Public Works Director's Report:** Interim Public Works Director Craver said the Department's employees had been busy and reported on projects.
- E. Police Chief's Report:** Police Chief Hobson said that all was well in the Police Department, and that he would be covering some future shifts.
- F. Departmental Commissioner's Reports:** Commissioner Craver updated the Board members on the status of the FEMA projects.
Commissioner Wagoner gave no report.
Mayor Pro-Tem Driver gave no report.

Commissioner Green thanked all departments and all the visitors for attending the meeting. He then thanked Sheriff Smitherman for attending the meeting.

Commissioner Johnson did not have a report from the library but reported on the latest Fire Marshall inspection.

G. Committee Reports as Needed: Paris Green, B.I.G. President, reported on the upcoming events.

IX. Closed Session per NCGS 143-318.11(a) (6)-Personnel: Commissioner Craver motioned to go into closed session per NCGS 143-318.11(a) (6). Commissioner Green seconded, and the motion passed unanimously at 8:13 p.m.

Commissioner Wagoner motioned to return to open session. Commissioner Green seconded, and the motion passed unanimously at 8:42 p.m. with a 4-0 vote.

Mayor Pro-Tem Driver motioned to terminate Pedro Lopez as a part-time employee as of 4/1/25. Commissioner Wagoner seconded. The motion passed with a 4-0 vote. Commissioner Craver recused herself and did not vote due to a conflict of interest.

X. Adjourn: Commissioner Green motioned to recess until 4/15/25 at 5:00 p.m. Commissioner Johnson seconded, and the motion passed unanimously. The meeting ended at 8:44 p.m.



R. Devaughn (Vaughn) Benton, Mayor



Kim Wells, Finance Officer/Town Clerk



Mobile Communications, Inc.
 119 Griffith Plaza Drive
 Winston Salem, NC 27103

Estimate

Date	Estimate #
3/5/2025	25-1083

Name / Address

Ship To:

Boonville Police Department
 Jeff Hobson
 PO Box 326
 Boonville, NC 27011

Boonville Police Department
 Jeff Hobson
 110 N Carolina Ave
 Boonville, NC 27011
 US

Terms	Rep
Net 10	MC-

Item	Description	Qty	Rate	Total
VM5930BF	****Budget Year Pricing July 2025 to July 2026 *****MOBILE IN CAR 800 mHZ***** Kenwood Viking VM5000 35 w Mobile Dash mount 7/800 MHz. P-25 CAI AMBE+2 Trunking Phase I&2. Ignition Sense and standard Mic included. Includes Mounting Hardware options. 1024 Channels, ARC4 Encryption included. True Voice Noise Cancellation and 3 year Warranty included.	1	2,950.00	2,950.00T
Viper Programming	Viper 800 System Programming	1	45.00	45.00T
1252	NMO 3/4 Mount 17' 58/U COAX	1	24.00	24.00T
1310	PL259 Crimp Connector	1	9.07	9.07T
QW8063	3dB Flexible Antenna 800 mHZ	1	20.00	20.00T

Subtotal		\$3,048.07
Sales Tax (6.75%)		\$205.74
Total		\$3,253.81

Thank You for Your Business



114 Edinburgh S. Drive, Ste. 200 T 919.827.0864
Cary, NC 27511 TRCcompanies.com

March 21, 2025

Town of Boonville, North Carolina
Attn: The Honorable Mayor Vaughn Benton
110 Carolina Ave. North,
Boonville, North Carolina 27011

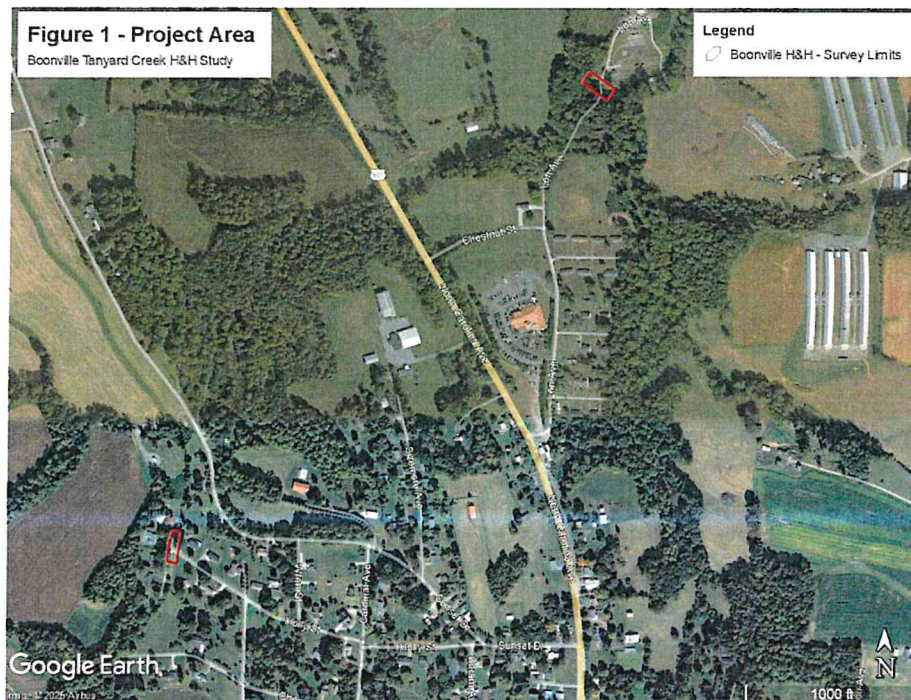
**RE: Proposal for Engineering Services
Tanyard Creek Culverts Hydraulic Analysis – Revised 3/21/25
Boonville, North Carolina
TRC Prop. No: 661927.9999.0000**

Dear Mayor Benton:

On behalf of TRC Engineers, Inc (TRC), thank you for the opportunity to present our proposal to the Town of Boonville for professional engineering services to assist the Town with evaluating drainage improvements along Tanyard Creek. It is our understanding that two culvert crossings, the Lon Avenue at the Town’s WWTP and the Holly Street crossing, were damaged by flood waters from Tropical Storm Helene and require repair. **This proposal is revised from our proposal dated 3/19/25, with changes noted in red.**

I. PROJECT DESCRIPTION

The Town of Boonville owns two culvert crossings, at Lon Avenue and Holly Street, along Tanyard Creek that were damaged by Tropical Storm Helene. In accordance with FEMA’s requirements, a hydrologic and hydraulic (H&H) study is required for the replacement or possible mitigation of the two damaged culverts. The project area is shown below in Figure 1, below, with survey limits shown in red:



II. SCOPE OF SERVICES

Services to be provided by TRC are as outlined below. The proposed scope of work has been prepared in general accordance with the engineering standards of practice and consists of the following detailed tasks:

Task 1. Topographic Field Survey

TRC will complete a topographic survey of the two project sites as defined in the Limits of Survey Exhibit above in the Town of Boonville, NC. The survey will locate existing physical improvements and features within the project area. TRC will:

- Establish site control points. Horizontal Datum for this project will be the North Carolina State Plane Coordinate System, NAD83. The Vertical Datum will be NAVD88 (Geoid18).
- Collect topographic data sufficient to depict existing conditions within the project limits. This data will include, but not limited to, adjacent roadway, paved areas, fences, buildings, ditches, stream thalweg, top and bottom bank, vegetation/tree lines, observed above ground utility structures such as manholes, communication pedestals, valve covers, utility poles and boxes, and electric transformers.
- Gravity system utility structures will be mapped; including manhole rim elevations, pipe sizes, pipe invert elevations, and pipe outfalls extending one structure beyond the survey limits when the location of offsite structures can be determined, and the data can be obtained.
- Ground “spot” elevations will be obtained sufficient to produce 1-foot contours in a 3D surface.
- A Title Commitment is excluded from this scope of work, as such, easements will not be shown.
- No boundary/property effort will be performed.

Deliverables

The survey information will be gathered, downloaded, and processed in AutoCAD, where we will prepare the base mapping depicting physical features within the project limits. The PDF will be prepared at an appropriate scale and sealed by a North Carolina Licensed Land Surveyor. An electronic version (CAD) will be made available to the client and project team for planning and engineering design.

Task 2. Hydrologic and Hydraulic Analysis

TRC will prepare a hydrologic model for the 2-, 10-, 25-, 50-, 100-, and 500-year storms. As part of the hydrologic assessment, TRC will:

- Delineate the contributing drainage areas within the project study area and estimate hydrological parameters of drainage areas. TRC will also approximate the developed land cover breakdown within these drainage areas
- Calculate design discharges for the 2-, 10-, 25-, 50-, 100-, and 500-year, 24-hour storms.

TRC will compile the methodology and results of our hydrologic assessment into the technical memorandum to be prepared under a separate task. Results of our hydrologic models will be utilized in hydraulic modeling.

TRC will develop hydraulic models to evaluate the existing performance of the primary drainage infrastructure at the Lon Avenue and Holly Street culvert crossings along Tanyard Creek. Modeling will be conducted using PCSWMM, or similar software applications. TRC will prepare an existing conditions model to serve as the basis for evaluating proposed mitigation activities, such as upsized culverts. **Our analysis will also include calculations for exit velocities from the above storms. Should end treatments be needed for erosion prevention, the change in condition justification will be provided.**

Should our analysis indicate that modifications from the pre-disaster condition is recommended, we will provide clear justification for the upsizing or modification of the culverts in accordance with FEMA’s guidance.

Based on FEMA FIRM 3710499100J and 3710499000J, adopted in June 2009, neither project location is within a Special Flood Hazard Area, and we assume that an analysis of the floodplain condition will not be required.

Task 3. Technical Memorandum and Cost Estimate

TRC will provide a technical memorandum, including an executive summary, our analysis methods and recommendations for the culvert replacements at Lon Avenue and Holly Street. TRC will also provide an alternative recommendation for a larger culvert crossing. TRC will also provide a cost estimate in accordance with FEMA’s Cost Estimating Format. The report will be signed and sealed by a registered North Carolina engineer. The final report will be provided in a digital PDF format.

If requested, TRC will present the findings of the study and recommendations to the Town’s Board of Commissioners. Our services assume no more than one (1) meeting will be required.

III. SCHEDULE

TRC is prepared to commence with the above-described services immediately upon receipt of Authorization to Proceed (ATP). A detailed schedule of milestones and deliverables will be developed in conjunction with the Town of Boonville upon receipt of the ATP. TRC anticipates the following initial schedule:

Task	Days from ATP
1 Field Topographic Survey	20
2 Hydrologic and Hydraulic Analysis	30
3 Technical Memorandum and Cost Estimate	45

IV. DELIVERABLES

TRC will provide the following deliverables, all in electronic format:

- PDF of field topographic survey, as described above.
- Technical Memorandum of Hydrologic Study and Preliminary Cost Estimate

V. FEES

Compensation for engineering services and reimbursable expenses in Tasks 1 through 3 will be on a Lump Sum basis. These fees will be invoiced monthly, based on the estimated percent complete of each task listed below.

Task	Fee
1 Field Topographic Survey	\$10,200
2 Hydrologic and Hydraulic Analysis	\$9,200
3 Technical Memorandum and Cost Estimate	\$8,700
Total Fee	\$27,900



VI. CONTRACT TERMS AND PROVISIONS

All authorized services will be provided in accordance with the attached TRC Standard Terms and Conditions.

VII. ASSUMPTIONS / LIMITATIONS

This proposal is based on the following assumptions:

- Our services do not include preparation of construction documents, permitting, bidding, or construction administration. Should these be required, they can be provided as an additional service.
- Additional services, if required, will be provided by TRC on an hourly basis or a negotiated lump sum fee. A written scope of services and fee proposal will be submitted to the Town of Boonville for review and consideration prior to commencement of any requested additional services.
- The parties agree that the proposed scope of services may change based on meetings and consultation with the Town of Boonville or others. The parties agree that should the scope of services change, TRC will provide the Town of Boonville with a revised proposal or an addendum to this agreement for any such changes and associated costs to be paid by the Town of Boonville.
- Reimbursable/direct expenses such as copying, printing, mileage, and mailing are included in the above fees, at the stated frequency.
- Hard copies of deliverables can be provided upon request.
- Staging or phasing of this work into separate construction documents or bid packages may be an Additional Service depending on the level of effort required.
- Payment of any fees associated with plan submittal, approval, or construction costs, other than the fees stated above, are not included in our proposed fee. The Client or selected contractor will be responsible for paying all such items directly. These fees and costs may include, but are not limited to, submittal, advertisement, application, permit, review, renewal inspection, bond, utility availability or connection, assessments, nutrient credit purchase, etc. The contractor will apply for all construction permits. This fee proposal does not include costs associated with a document review/certification process outside of the review processes discussed above. Should a certification or review be required by a third party, additional services will be required.
- If the scope of the project is revised by any party after acceptance of this proposal, we reserve the right to re-negotiate our schedule and fee accordingly.
- Analysis and/or design of upgrades, extensions, or relocations to existing off-site utilities and/or off-site road improvements is not included.
- Requests for revisions to our design after completion of our construction drawings will be considered as changes in our scope of work and may be subject to additional fee agreements.
- This scope of services does not include participation in public hearings, public meetings, presentations, etc. (other than those described above) and does not include preparation of presentation graphics, models, or renderings, except as outlined above.
- TRC highly recommends that the project not be bid prior to all applicable permits being approved.

Mayor Vaughn Benton

Town of Boonville - Tanyard Creek Culverts Hydraulic Analysis – Revised 3/21/25

March 21, 2025 - Page 5 of 21

On behalf of TRC Engineers, Inc, thank you for giving us the opportunity to provide our proposal for professional engineering services. If this proposal meets with your approval, please sign the Authorization to Proceed below and return it to us. Please keep a copy of the proposal for your records. We look forward to working with you on this project. Please do not hesitate to contact us if you have any questions or require any additional information.

Sincerely,

TRC Engineers, Inc



Luke Baker, PG
Project Manager



Ethan Gartin, PE
Team Leader - Utilities

Proposal for Professional Services
Tanyard Creek Culverts Hydraulic Analysis – Revised 3/21/25
Boonville, North Carolina
TRC Prop. No: 661927.9999.0000

AUTHORIZATION TO PROCEED

I/We agree and accept TRC Associates' proposal to provide the above-described services. We understand the Scope of Services as provided herein and agree to the fees estimated for these services. We further acknowledge that TRC Engineers will provide a proposal for any change in the Scope of Services described herein and that a signed agreement to provide those additional services will be executed prior to any work being performed.

VAUGHN BENTON
Printed Name

MAYOR
Title

Vaughn Benton
Signature

3/21/25
Date

TRC PROPOSAL TERMS AND CONDITIONS

These Terms and Conditions are incorporated into the proposal to which these Terms and Conditions are attached (the “**Proposal**”). The term “**TRC**” herein shall mean the entity submitting the proposal. The term “**Client**” herein shall mean the person or entity for whom the Work will be performed.

ARTICLE 1. WORK, AGREEMENT DOCUMENTS, AND PROJECT INFORMATION

- 1.1 Work, Deliverables, Materials. TRC will perform the consulting, engineering, and/or other professional services (the “**Work**”), provide the work product, such as drawings, plans, specifications, reports, or other information (“**Deliverables**”), and/or procure the materials and/or equipment (“**Materials**”), as set forth in detail in the Proposal.
- 1.2 Agreement Documents. These Terms and Conditions, together with the Proposal, form the Agreement pursuant to which TRC will perform. If Client issues a purchase order or similar document authorizing the Work (“**Client Authorization**”), any pre-printed terms included in any Client Authorization shall be of no effect and are expressly excluded from this Agreement.
- 1.3 Interpretation. In the event of any conflict or inconsistency between or among any of the Agreement Documents, these Terms and Conditions shall take precedence, followed by the Proposal, unless expressly stated otherwise herein or in the Proposal. In the event of any conflict or inconsistency between or among the terms or conditions established in a Change Order or amendment and the Agreement, the terms of such Change Order or amendment will take precedence over those of the Agreement. No other terms or conditions shall be applicable to the Work.
- 1.4 Defined Terms. Some capitalized terms used in the Agreement may be defined in the Proposal. Any term defined in the Proposal will have the same meaning throughout the Agreement, and any term defined in the Agreement will have the same meaning in the Proposal.

ARTICLE 2. COMPENSATION AND INVOICING

- 2.1 Compensation. Client shall pay the Contract Price set forth in the Proposal.
- 2.2 Invoicing. TRC will bill for its Work, and Client shall compensate TRC, as provided in the Proposal. TRC will submit monthly invoices for Work rendered and expenses incurred in the prior month.
 - (a) Time and Expense. Any Work performed on a time and expense or time and materials basis will be invoiced as follows:
 - (i) Rates shall be as set forth in the Proposal. Rates are subject to increase on an annual basis.
 - (ii) TRC will keep accurate and daily records of all labor, equipment, and materials furnished. TRC will summarize daily records on a weekly and/or monthly basis and will submit for review upon Client’s written request.
 - (iii) Reimbursable Expenses:
 - Project Expenses. Expenses reasonably incurred in connection with the Work will be invoiced at 6% of Labor (includes in-house reproduction, office materials, telecommunications, standard software, postage, computer expenses, and field expendables).
 - Insurance. A charge of 2% will be applied to all invoiced amounts for the cost of TRC’s insurance coverage.
 - Subcontractors. A fee of 10% will be added to the invoice cost of subcontracts managed by TRC
 - Client Requested Expenses. Outside services such as, but not limited to, outside reprographic services, materials, and equipment, will be invoiced at cost plus 10%.
 - Mileage. Personal automobile travel from portal to portal or between locations will be charged at current IRS mileage rates per mile.
 - Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be



- invoiced at cost plus 10%, with receipts provided for any expense over \$25.00.
- Lodging and Meals. Lodging and meals will be charged either:
 - at cost plus 10%, with receipts provided for any expense over \$25.00, or
 - on a per diem basis, using the GSA per diem rates found here: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. When lodging and meals are charged on a per diem basis, a flat per diem rate will be charged and receipts will not be provided for actual lodging and meal expenses.
- (iv) Unless otherwise stated, the Contract Price does not include any present or future federal, state, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments which may be applicable to, measured by, imposed upon, or resulting from the performance of the Work.
- (b) Lump Sum or Unit Prices. If Work is performed on a lump sum or unit price basis, TRC will invoice on the schedule provided for in the Proposal or, if no invoicing schedule is included in the Proposal, based on percentage of completion of Work or number of units completed, as applicable.
- (c) Disputed Invoices. If Client objects to all or any portion of an invoice, it must notify TRC in writing detailing the nature of the objection within seven (7) days from the date of receipt of the invoice, and must pay any undisputed portion of the invoice as provided in Section 2.3 below. The Parties will confer immediately after Client advises of a dispute and the Parties will make every effort to immediately resolve the disputed portion of the invoice. If the Parties fail to reach agreement at the project level on a disputed invoice within thirty (30) days of the date of the invoice, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 2.3 Payment Terms. Except as provided in Section 2.2(c) above, Client must pay all invoices as set forth in the remittance instructions in Section 16.12 below no later than thirty (30) days after the date of the invoice.
- 2.4 Failure to Pay. Except as provided in Section 2.2(c) above, interest will accrue on all delinquent payments at the rate of 1.5% per month, or the highest rate permissible under applicable law, whichever is less, starting on the 31st day after the date of an invoice.
Additionally, if Client does not pay TRC within forty-five (45) days of the date of an invoice, then, upon seven (7) days' written notice to Client, TRC may suspend performance of the Work and any Deliverables until it receives payment of the amount owing. Additionally, Client will reimburse TRC for all reasonable costs incurred by TRC in collecting any overdue payments and related interest, including, without limitation, reasonable attorneys' fees, other legal costs, court costs, and collection agency fees.
- 2.5 Records/Audit. TRC will keep complete and accurate records in accordance with generally accepted accounting practices with respect to all amounts invoiced by TRC under this Agreement. TRC will keep such records pertaining to each invoice for two (2) years after the date of the invoice. If an audit is commenced within such two (2) year period, Client must provide TRC with advance written notice of the audit, such audit may only be performed during normal business hours, and such audit shall not extend to TRC's overhead, markups, profit/loss information, fixed rates, unit prices, prices expressed as percentages, efficiency in performing Work, or any trade secrets.

ARTICLE 3. TIME FOR PERFORMANCE

- 3.1 Time for Performance. TRC will use commercially reasonable efforts to perform the Work within the Contract Time stated in the Proposal to the extent consistent with the terms of this Agreement, the Standard of Care defined below, and the orderly progress of the Work.
- 3.2 Completion. TRC's Work will be considered complete at the earlier of: (i) the date when TRC's Deliverables are reasonably accepted by Client; or (ii) thirty (30) days after the date when the last of TRC's Deliverables are submitted for final acceptance if Client does not notify TRC in writing within such 30-

day period that the Deliverables fail to conform to the requirements of the Agreement.

ARTICLE 4. ADDITIONAL AND CHANGED WORK, DELAYS

- 4.1 Work Added or Changed by Client. Client shall provide TRC with an equitable adjustment in compensation and time for performance for any Work added or changed by Client. Any changes or additions to the Work shall be set forth in a written document signed by both Parties (“Change Order”). TRC has no obligation to proceed with changed or additional work until the Parties execute a Change Order.
- 4.2 Force Majeure Events. No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), to the extent such failure or delay is caused by a Force Majeure Event. The term “Force Majeure Event” means any event which: (a) is not within the reasonable control of the affected Party; and (b) causes the affected Party to be delayed in performance of, or unable to perform, its obligations under this Agreement. Subject to the foregoing, Force Majeure Events include, but are not limited to: drought; fire; flood; extreme weather conditions; earthquake; lightning; epidemic; war (whether declared or undeclared); acts of terrorism, or damage resulting therefrom; acts of God or the public enemy; explosion; rebellion; riot; civil disturbance; sabotage; vandalism; actions of third parties; actions of a court or other governmental entity; actions of, or failure to act by, regulatory agencies; strikes or other concerted acts of workers; accidents in shipping or transportation; and the closing or congestion (beyond reasonably foreseeable levels) in any harbor, dock, port, canal, or other adjunct of the shipping or navigation of or within any place; or pandemic, epidemic, or governmental activity in response to such pandemic or epidemic that impacts a Party’s ability to perform. The Party affected by a Force Majeure Event: (i) must promptly notify the other Party by email; (ii) is relieved from fulfilling its contractual obligations during the continuance of the Force Majeure Event to the extent the inability to perform is caused by the Force Majeure Event; (iii) as soon as reasonably possible after the Force Majeure, must fulfill or resume fulfilling its obligations hereunder; (iv) must promptly notify the other Party by email of the cessation or partial cessation of the Force Majeure Event; and (v) will be entitled to equitable compensation and an equitable adjustment of the Contract Time to neutralize the effect of the Force Majeure Event. Within a reasonable time after cessation of the Force Majeure Event, any Party claiming additional time and/or compensation must provide the other Party with supporting information to substantiate its position. If the Parties fail to reach agreement at the project level on an amendment or a Change Order within thirty (30) days of the submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 4.3 Impacts to the Work. TRC will be entitled to equitable compensation for, and an equitable adjustment of the Contract Time, to the extent the Work is impacted by any additional or changed Work as a result of any actions or circumstances not the fault of TRC, including, but not limited to: a failure of Client to perform or cause performance of its obligations in accordance with the Agreement, including, but not limited to, failure to provide necessary access or Information (defined below); failure to provide necessary comments in connection with the development of any Deliverables (defined below); interference with or delay of any Work caused by Client, or other party for whom Client is responsible; any error, omission, or ambiguity in Information; changes in site conditions; and delays in obtaining, or the absence, suspension, termination, or failure of renewal of, any permit, license, or governmental authorization.
- 4.4 TRC Change Order Requests. Whenever TRC discovers an event or a condition has impacted its Work so as to constitute a basis for a change in compensation or schedule, TRC will notify Client by email

promptly after discovery of the event or condition, advising Client of the nature of the impact and requesting a Change Order. Within a reasonable time thereafter, TRC will provide Client supporting information to substantiate TRC's position. If the Parties fail to reach agreement at the project level on a Change Order request within thirty (30) days' of TRC's submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.

- 4.5 Delays by TRC. If the Work is not progressing in accordance with the project schedule due to TRC's fault, TRC will take appropriate corrective measures to recover the schedule at TRC's expense, to the extent the delays are caused by TRC's fault.

ARTICLE 5. CLIENT'S RESPONSIBILITIES

- 5.1 Client Information. Client will furnish to TRC all existing studies, reports, surveys, inspections, Project Site evaluations, data, and other information available or that becomes available to Client and pertinent to TRC's performance of the Work ("**Information**"), authorize TRC to obtain additional Information as required; and furnish the services of others where necessary for the performance of the Work. TRC will be entitled to use and rely on the completeness and accuracy of all such Information.
- 5.2 Access. Where necessary for performance of the Work, Client will arrange for TRC access to any site or property.
- 5.3 Subsurface Investigations. If the Work involves subsurface investigation, excavation, or drilling, Client must provide TRC with assistance in locating underground structures or utilities in the vicinity of any such activities. If despite commercially appropriate practices neither Client nor TRC can confirm the location of such underground structures or utilities, Client agrees that TRC is not responsible for any costs associated with, and accepts all liability and costs associated with, the repair, replacement, or restoration of any damage caused by the performance of the Work.
- 5.4 Communication. Client will designate an authorized representative who will be responsible for communications and consultation with TRC and who will have the authority to make decisions necessary for TRC to perform its Work.

ARTICLE 6. TRC'S OBLIGATIONS AND WARRANTY

- 6.1 Standard of Care. TRC will perform the Work consistent with the professional skill and care ordinarily provided by the same type of professional, for a project of similar size, scope, and complexity during the time which the Work is provided, and in a similar locality, under similar circumstances ("**Standard of Care**"). Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment will not excuse Client from paying for Work rendered.
- 6.2 Warranty for Materials. In the event TRC procures Materials pursuant to this Agreement, TRC warrants to Client that the Materials will be new and free of defects in workmanship ("**Warranty**").
- 6.3 Remedies. If TRC's Work fails to meet the Standard of Care ("**Nonconforming Work**"), or if any Materials fail to meet the Warranty ("**Defective Materials**"), and if Client provides written notice to TRC of such failure no later than one (1) year after completion of the Work ("**Correction Period**"), at TRC's option TRC will within a reasonable time after receipt of written notice: (a) re-perform the Non-conforming Work; (b) repair or replace the Defective Materials; or (c) refund the amount of compensation paid to TRC for such Non-conforming Work and/or Defective Materials. Client will provide TRC access to the Project Site so TRC can perform its obligations under this Section 6.3.
- 6.4 Warranty Limitation. THE STANDARD OF CARE IS NOT A WARRANTY OR GUARANTEE, AND TRC HAS NO SUCH OBLIGATION, EXPRESS OR IMPLIED, WITH RESPECT TO PROFESSIONAL SERVICES. NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO REQUIRE TRC TO PERFORM PROFESSIONAL SERVICES TO ANY HIGHER STANDARD OR HAVE ANY OBLIGATION IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN EXCESS OF WHAT IS REQUIRED BY THE STANDARD OF CARE, AND THIS SECTION WILL

CONTROL OVER ANY CONTRARY PROVISION. OTHER THAN THE EXPRESS WARRANTIES CONTAINED HEREIN, TRC DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. SUBJECT TO TRC'S LIABILITY UNDER SECTION 9.2, CLIENT'S EXCLUSIVE REMEDIES AND TRC'S ONLY OBLIGATIONS ARISING OUT OF A CLAIM FOR NONCONFORMING WORK AND/OR DEFECTIVE MATERIALS FOLLOWING SUBSTANTIAL COMPLETION OF THE WORK WILL BE THOSE STATED IN THIS ARTICLE 6.

- 6.5 Licenses. TRC will obtain in TRC's name the known licenses, permits, or other approvals from any governmental agency or regulatory body that are necessary for TRC to perform the Work.
- 6.6 Resources. TRC will obtain all tools, equipment, materials, software, and licenses that are necessary for TRC to perform the Work.
- 6.7 Employees. TRC will employ, discharge, pay, control, and direct its employees. TRC will employ only skilled professionals for Work requiring special qualifications.
- 6.8 Inspections. If the Work includes inspections during or after construction based upon TRC-prepared drawings or specifications, notwithstanding anything to the contrary herein, consistent with the Standard of Care, TRC will visit the Project Site at intervals appropriate to the state of the contractor's operations, or as specifically provided in TRC's Work, (1) to become generally familiar with and to keep Client informed about the progress and quality of the portion of the construction work completed, (2) to endeavor to guard Client against defects and deficiencies in the construction work, and (3) to determine in general if the construction work is being performed in a manner indicating that, when fully completed, will be in accordance with the applicable contract documents, but the sole responsibility for compliance with drawings and specifications will be with the entity performing the construction. TRC shall not have control of, nor be in charge of, nor shall be responsible for, the means, methods, techniques, sequences, procedures, construction, or safety precautions and programs in connection with any construction work, as these are solely the construction contractor's rights and responsibilities. Furthermore, TRC shall not be responsible for the failure of Client, or any party under contract with Client, including, but not limited to, any architect, engineer, consultant, contractor, or subcontractor, to carry out their respective responsibilities in accordance with their legal and contractual obligations.
- 6.9 Communication. TRC will designate an authorized representative who will be responsible for communications and consultation with Client and who will have the authority to make decisions necessary for TRC to perform its Work. TRC will advise Client at regular intervals of the status of the Work.

ARTICLE 7. CONFIDENTIALITY

- 7.1 Confidentiality Agreement. The Party receiving Confidential Information may include that Party's Representatives ("Recipient"). The term "Representatives" means a Party's affiliates and their respective employees, agents, and advisors. Recipient is not permitted to reveal Confidential Information (defined in Section 7.2 below) to any third party without written consent from an authorized representative of the Party disclosing the Confidential Information ("Discloser"). Notwithstanding the foregoing, Client acknowledges that TRC's review of Client's Confidential Information will inevitably enhance TRC's knowledge and understanding of Client's business in a way that cannot be separated from TRC's other knowledge, and Client agrees that this Agreement shall not restrict TRC in connection with the purchase, sale, or consideration of, or decisions related to, other investments.
- 7.2 Confidential Information. The term "Confidential Information" includes: (i) all non-public information, materials, or products developed pursuant to this Agreement; and (ii) information about a Party's or its

Representatives' business affairs, employees, finances, services, intellectual property, trade secrets, and other sensitive, marketing, or proprietary information, whether disclosed orally or in written, electronic, or other form or media. Notwithstanding the foregoing, however, Confidential Information shall not include the following: (i) information which at the time of disclosure is or becomes publicly available other than as a result of a disclosure by an act or omission of Recipient; (ii) information which is or becomes available to Recipient on a nonconfidential basis from a source (other than from Discloser) which is not prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to Discloser; (iii) information which was already known to Recipient; or (iv) information which is independently developed by Recipient.

- 7.3 Legal Obligation to Disclose. If Recipient is required by applicable law, regulation, or legal process to disclose any of the Confidential Information, Recipient will notify Discloser promptly so Discloser may (i) seek a protective order or other appropriate remedy, (ii) take action to assure confidential handling of such information, and/or (iii) in its sole discretion, waive compliance with the terms of this Agreement. In the event such protective order or other remedy is not obtained, or Discloser waives compliance with the terms hereof, Recipient (i) may so disclose only that portion of the Confidential Information which it is legally required to disclose and shall, upon request, reasonably assist Discloser with Discloser's efforts to obtain reliable assurance that confidential treatment will be afforded such Confidential Information, and (ii) shall not be liable for such disclosure. Notwithstanding the foregoing, Client acknowledges that one or more of TRC's affiliates is a registered investment adviser and that TRC may be subject to routine examinations, investigations, regulatory sweeps, or other regulatory inquiries by applicable regulatory and self-regulatory authorities. Client agrees that TRC may make such disclosures as may be requested by any such authority (or examiner thereof) and will not be required to comply with the process described in this paragraph; provided that if the request by such authority (or examiner thereof) is specifically targeted at Client, TRC will notify Client (to the extent not prohibited by such authority or examiner or by applicable rule, regulation, or law) as promptly as practicable following such request.
- 7.4 Remedy. Each Party agrees the actual or threatened disclosure or use of any Confidential Information, other than as permitted under this Agreement, will cause irreparable harm to Discloser, and Discloser will be entitled, without prejudice or limit to any other remedy, to obtain injunctive relief to prevent such unauthorized use or disclosure.
- 7.5 Communications with Third Parties. To the extent the Work requires TRC to communicate with any third party including, but not limited to, owners of the Project Site or other locations, former employees, current employees, or government authorities, TRC shall so inform Client. For all such communications, Client releases TRC from claims of breach of confidentiality, waiver of privilege, or otherwise associated with any such communications.

ARTICLE 8. INSURANCE

- 8.1 Required Insurance Coverage. TRC will obtain and maintain insurance of the types and amounts set forth herein. The insurance will be in effect before Work commences, and will remain in effect until completion of the Work. TRC will require any subcontractors to obtain and maintain coverages appropriate to their scope of work. TRC will have the following insurance coverage:
- (a) Worker's Compensation Insurance and Employer's Liability Insurance as required by the law of the state in which the Project is located, but Employer's Liability coverage will be in the amount of \$1,000,000 each accident;
 - (c) Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident;
 - (d) Commercial General Liability Insurance in the amount of \$1,000,000 each occurrence,

\$2,000,000 general aggregate, and
\$2,000,000 products-completed operations aggregate; and,

- (e) Professional Liability Insurance in the amount of \$1,000,000 each claim and \$2,000,000 annual aggregate.

8.2 Certificates of Insurance. Prior to commencing Work, TRC will furnish Client with certificate(s) of insurance evidencing compliance with the insurance requirements herein. Renewal certificates will be provided to Client upon the expiration of any required insurance policies. No policy will be cancelled or not renewed without thirty (30) days' prior written notice to Client.

ARTICLE 9. INDEMNITY

9.1 Definitions.

- (a) "**TRC Group**" means TRC and its subcontractors of all tiers, and each of their parent, subsidiary, and affiliated companies, and all their officers, directors, and employees.
- (b) "**Client Group**" means Client and its parent, subsidiary, and affiliated companies, and all their officers, directors, and employees.
- (c) "**Losses**" means any and all damages, costs, or expenses, including, but not limited to, reasonable attorneys' fees, expert fees, and expenses and costs of litigation.
- (d) "**Claims**" means all third party claims, lawsuits, demands, or actions.

9.2 TRC'S INDEMNITY OBLIGATIONS.

- (a) TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM ANY AND ALL LOSSES ARISING OUT OF CLAIMS TO THE EXTENT SUCH CLAIMS ARE CAUSED BY TRC'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS IN THE PERFORMANCE OF ITS PROFESSIONAL SERVICES UNDER THIS AGREEMENT.
- (b) WITH THE EXCEPTION OF CLAIMS ARISING UNDER SECTION 9.2(a), TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM LOSSES, AND WILL DEFEND CLIENT GROUP FROM CLAIMS, DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TRC IN THE PERFORMANCE OF ITS WORK.

9.3 CLIENT'S INDEMNITY OBLIGATIONS. CLIENT WILL INDEMNIFY AND HOLD HARMLESS TRC GROUP FROM LOSSES ARISING OUT OF CLAIMS DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CLIENT IN THE PERFORMANCE OF THIS AGREEMENT. ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE EVENT TRC PERFORMS INTRUSIVE GROUND EXPLORATIONS OR INVESTIGATIONS, INCLUDING BUT NOT LIMITED TO, EXCAVATION, DRILLING, BORING, OR PROBING ("SUBSURFACE INVESTIGATION") AS PART OF THE WORK, CLIENT WILL INDEMNIFY TRC GROUP FROM AND AGAINST LOSSES RESULTING FROM, OR ARISING OUT OF, CLAIMS FOR DAMAGES TO SUBSURFACE OR UNDERGROUND UTILITIES OR STRUCTURES, INCLUDING BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, WATER, OR SEWER UTILITIES, WHOSE LOCATIONS WERE NOT DESIGNATED OR IDENTIFIED TO TRC PRIOR TO THE COMMENCEMENT OF ANY SUBSURFACE INVESTIGATION.

9.4 RISK OF LOSS TO THE WORK. ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IT IS UNDERSTOOD AND AGREED THAT CLIENT BEARS ALL RISK OF LOSS OF OR DAMAGE TO THE WORK AND THE FACILITIES WHICH ARE

THE SUBJECT OF THE WORK INCLUDING ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, AND CLIENT HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM ANY SUCH LOSS OR DAMAGE, HOWEVER SUCH LOSS OR DAMAGE SHALL OCCUR.

9.5 CONDITIONS PRECEDENT. EACH PARTY AGREES THAT AS A CONDITION PRECEDENT TO ITS OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS, THE INDEMNIFIED PARTY MUST GIVE PROMPT WRITTEN NOTICE TO THE INDEMNIFYING PARTY OF ANY CLAIM COVERED BY ARTICLES 9 OR 10, OR ANY OTHER INDEMNIFICATION CLAUSE IN THIS AGREEMENT. AS AN ADDITIONAL



CONDITION PRECEDENT, FOR ANY CLAIM OTHER THAN A CLAIM ARISING OUT OF TRC'S ALLEGED PROFESSIONAL NEGLIGENCE, THE INDEMNIFIED PARTY MUST ALLOW THE INDEMNIFYING PARTY TO REPRESENT THE INTERESTS OF EVERY INDEMNITEE IN DEFENDING AND SETTLING SUCH CLAIM. IN THE EVENT ANY INDEMNITEE FAILS OR REFUSES TO TENDER THE DEFENSE OF ANY SUCH CLAIM TO THE INDEMNIFYING PARTY, SUCH PARTY'S DEFENSE, HOLD HARMLESS, AND INDEMNITY OBLIGATIONS RELATED TO THAT CLAIM WILL BE NULL AND VOID.

- 9.6 APPORTIONMENT OF ATTORNEYS' FEES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AFTER RESOLUTION OF A CLAIM UNDER ARTICLES 9 OR 10, OR ANY OTHER PROVISION HEREIN PROVIDING FOR ONE PARTY TO PROVIDE A DEFENSE, IF THE NEGLIGENCE OR OTHER LEGAL FAULT OF ANY INDEMNITEE IS DETERMINED EITHER BY MUTUAL AGREEMENT OF THE PARTIES, OR BY FINAL ADJUDICATION, TO HAVE BEEN A CONTRIBUTING CAUSE OF THE LOSSES RELATED TO SUCH CLAIM, THEN THE INDEMNIFIED PARTY MUST REIMBURSE THE DEFENDING PARTY FOR THE COSTS, ATTORNEYS' FEES, OTHER LEGAL EXPENSES, AND EXPERT FEES EXPENDED FOR DEFENSE IN THE SAME PROPORTION AS THE INDEMNITEES' PROPORTION OF NEGLIGENCE OR OTHER LEGAL FAULT.

ARTICLE 10. HAZARDOUS SUBSTANCES AND POLLUTION

- 10.1 Pre-existing Conditions. Client and TRC acknowledge that, prior to the start of this Agreement, TRC has not generated, handled, stored, treated, transported, disposed of, or in any way taken responsibility for any toxic or hazardous substance, including any contaminated soils, wastes, or substances, as defined by law ("Hazardous Substances") at the Project Site. Any Hazardous Substances originating with or generated by Client, or any pre-existing Hazardous Substances which are in, on, under, or migrating from the Project Site, or any Hazardous Substances introduced to the Project Site by any party other than TRC Group (collectively, "Non-TRC Hazardous Substances"), shall, as between TRC and Client, remain the sole and exclusive property of Client, it being the intention of the Parties that Client be solely responsible for such Non-TRC Hazardous Substances and shall be regarded as the owner and generator of all such Non-TRC Hazardous Substances for the purposes of this Agreement and all Work performed hereunder.
- 10.2 Hazardous Substances Encountered During the Work; Disposition of Samples. Client recognizes that, when it is known, assumed, or suspected that Hazardous Substances exist on or beneath the surface of the site of the Work, or within any structure thereon, certain sampling materials such as drill cuttings and drill fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly, when TRC encounters Hazardous Substances during performance of the Work, such as when sampling is included in the scope of Work, and when determined by TRC in its sole and exclusive judgment to be necessary based on TRC's assessment of the degree of contamination, hazard, and risk, TRC will: promptly inform Client that containerization and labeling will be performed; appropriately contain and label such materials; and leave the containers on the Project Site for proper, lawful removal, transport, and disposal by Client. All samples of soil, groundwater, waste, rock, or other materials collected from the Project Site will remain the property of Client and will be returned to Client by TRC within thirty (30) days after submission of TRC's report, unless applicable law requires the retention or other disposition of such samples. All costs associated with the disposition or returning of samples will be charged to Client. TRC will not sign any hazardous waste manifests or bills of lading, and all such manifests and generator numbers will be in the name of, and signed by, Client. Nothing contained in this Agreement will be construed or interpreted as requiring TRC, its officers, agents, servants, or employees to assume the status of a generator, storer, treater, transporter, or disposer of hazardous substances, or an arranger for disposal of hazardous substances, or a disposal facility as those terms appear within the Resource Conservation Recovery Act, 42 USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the treatment, storage, transportation or disposal of waste.
- 10.3 TRC INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION. TO THE FULLEST EXTENT PERMITTED BY LAW, TRC

SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS, ALL MEMBERS OF CLIENT GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO ANY HAZARDOUS SUBSTANCES BROUGHT TO OR RELEASED AT THE PROJECT SITE BY TRC GROUP.

- 10.4 CLIENT INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO THE PRESENCE AT THE PROJECT SITE OF NON-TRC HAZARDOUS SUBSTANCES. CLIENT SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS ALL MEMBERS OF TRC GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO, ANY NON-TRC HAZARDOUS SUBSTANCES DISCOVERED AT, BROUGHT TO, OR RELEASED AT THE PROJECT SITE, OR LEFT ON THE PROJECT SITE AFTER CONTAINERIZATION BY TRC.

ARTICLE 11. ALLOCATION OF RISK

- 11.1 Client's Separate Contractors. The Parties expressly acknowledge and agree that unless otherwise expressly provided for in the Proposal, during the performance of the Work TRC shall not (a) supervise, direct or control Client's other contractors or subcontractors at any tier; (b) have authority over or responsibility for the means, methods, techniques or sequences of work performed by such other contractors or subcontractors; (c) be responsible for job site safety or enforcement of federal, state, local or other safety requirements in connection with the work performed by such other contractors or subcontractors; (d) be responsible for inspecting equipment or tools used by such other contractors or subcontractors; (e) be liable for any failure of such other contractors or subcontractors to comply with applicable laws, rules, regulations, ordinances, codes, permit stipulations, or orders; or (f) be liable for the acts or omissions of such other contractors or subcontractors including their failure to perform in accordance with their contractual responsibilities.
- 11.2 Mutual Waiver of Consequential Damages. Notwithstanding anything to the contrary in this Agreement, TRC and Client waive any and all claims against each other, and under no circumstances shall either Party be liable to the other, for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages, and regardless of whether a Party's claim against the other Party is based in contract (including contract termination), indemnity, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes, but is not limited to, rental expenses, loss of use, loss of production, loss of income, loss of profit (except profit arising directly from the Work), loss of financing, loss of business, and loss of reputation.
- 11.3 Limitation of Liability. To the fullest extent permitted by law, the total liability in the aggregate of TRC and its employees, subcontractors, or suppliers to Client and anyone claiming by, through or under Client, on all claims of any kind arising out of or in any way related to TRC's Work, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability, indemnity, or breach of contract, will not exceed the compensation received by TRC under this Agreement. All such liability will terminate upon the expiration of the Correction Period specified in Section 6.3. THIS SECTION SETS FORTH TRC'S SOLE LIABILITY AND ENTIRE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY FOR ANY ACTION BROUGHT AGAINST TRC IN RELATION TO THIS AGREEMENT.

ARTICLE 12. DELIVERABLES

- 12.1 Ownership of Deliverables. All Deliverables are instruments of service in respect of the Project, and, if delivered to Client during the term of this Agreement, will become the property of Client upon payment therefor. Notwithstanding the foregoing, Client's ownership of the Deliverables will not include any ownership interest in TRC's preexisting information including, but not limited to, computer programs,



software, patents, patents pending, standard details, templates, figures or specifications, or TRC's seal, stamp, or certification. Furthermore, Client understands and agrees that TRC is a developer of computer software and that TRC may use its own proprietary software, as well as others properly licensed to TRC, in the performance of the Work, and may develop other proprietary software during the course of performing the Work, which may include preliminary database formats and spreadsheets as well as programming procedures and code. Client understands and agrees that all such programs, efforts, and materials are and will be the exclusive property of TRC (and/or third parties). Additionally, except for the Deliverables, all field data and notes, laboratory test data, calculations, estimates, and other documents prepared by TRC will remain the property of TRC.

12.2 Use of Deliverables. Any Deliverable will be prepared solely for use of Client for this Project. The Deliverables are not intended or represented to be suitable to be reused by Client, or used or relied upon by others outside of Client or on extensions of the Project or on any other project. In the event Client, its employees, permitted assigns, successors, consultants, or contractors subsequently reproduces or otherwise uses the Deliverables or creates a derivative work based upon the Deliverables, unless prohibited by law, Client must remove or completely obliterate the original professional seals, trademarks, logos, and other indications on said Deliverables of the identity of TRC, its employees, and sub-consultants. TRC will be entitled to equitable compensation in connection with documenting any consent for Client or third parties to rely on the Deliverables for any purpose other than the purpose for which TRC prepared them.

12.3 Unauthorized Use of Deliverables. Client is prohibited from providing examples of TRC's Work to any individual or entity known by, or that reasonably should be known by, Client to be a competitor of TRC for the purpose of reducing or eliminating the Work associated with this Agreement. Furthermore, Client is prohibited from providing any statistical sampling information on assessment issues, including but not limited to statistical sampling information on production rates, remedy rates, numbers of pole change outs, types of violations, etc., that is provided to Client by TRC, all of which must be treated by Client as Confidential Information. In the event any Deliverables are utilized or disclosed by Client in any manner outside the scope of, or prohibited by, this Agreement, TRC reserves the right to notify directly any third party of the limitations of its unauthorized use of the Deliverables. Client expressly acknowledges that this reservation by TRC is necessary to protect and preserve TRC's professional reputation with respect to its work product.

ARTICLE 13. SAFETY

13.1 Client's Safety Requirements. Client must inform TRC of any written safety procedures and regulations applicable to the Project Site known to Client, as well as any special safety concerns or dangerous conditions at the Project Site. TRC and its employees will adhere to the written safety procedures and regulations provided by Client.

13.2 Project Site Safety. TRC commits to providing a safe and healthy work environment for its personnel and will require the same of its subcontractors. TRC shall be responsible for the health and safety of its employees and be responsible for its activities, and shall at all times conduct its operations under this Agreement in a manner to avoid risk of endangerment to the health and safety of persons and property. Unless expressly included in the scope of Work, TRC will not have any responsibility for overall job safety for the Project or at the Project Site. If TRC determines that its field personnel are unable to access required locations or perform required Work in conformance with applicable safety standards, TRC may suspend performance until its personnel can safely perform their work. TRC will promptly provide Client with written notice of the location and nature of the unsafe conditions. If Client fails to provide safe access within a reasonable time, TRC may terminate or suspend its performance in accordance with

Article 14.

- 13.3 Reporting of Incidents. In the event TRC is involved in any loss, injury, or damage on Client's premises, or if such injury, loss or damage involves property, equipment, or personnel of Client, or if such accident involves any third party in any manner whatsoever while TRC is performing any duties within the scope of this Agreement, TRC will promptly report such injury, loss, or damage to the attention of Client's designated representative. If the matter involves loss of life, serious injury, or substantial property loss or damage, this report will be made by telephone call, followed immediately by a report in writing sent via email. If the matter is of a less serious nature, notification may be made by email or by letter posted in regular United States mail. All injuries, loss or damage must be reported. The reporting of any such matter will not imply any admission of liability on the part of TRC.

ARTICLE 14. TERMINATION AND SUSPENSION

- 14.1 Termination for Default. In the event of a material breach of this Agreement by either Party, the nonbreaching Party may give written notice to the breaching Party of the nature of the default and demand for cure. If the breaching Party fails to cure or materially commence to cure within ten (10) calendar days from receipt of the default notice, the non-breaching Party may provide a written notice of termination of the Agreement to the breaching Party.
- 14.2 Termination or Suspension for Convenience. Either Party may terminate or suspend this Agreement, in whole or in part, by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination.
- 14.3 Termination for Insolvency. Either Party has the right to immediately terminate the Agreement, by providing written notice to the other Party, in the event that (a) the other Party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (b) a substantial part of the other Party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.
- 14.4 Payments Due Post-Termination. TRC will be entitled to receive payment for all Work performed prior to the effective date of the suspension or termination, plus all reasonable costs associated with the suspension or termination, including, but not limited to, demobilization costs, re-stocking fees, cancellation fees, and costs incurred with respect to non-cancellable commitments. If the suspension or termination is the result of TRC's breach, prior to paying TRC Client will be entitled to offset its reasonable, direct, documented losses to the extent caused by TRC's breach. If the suspension or termination is the result of Client's breach, in addition to all other compensation to which TRC is entitled, TRC will be entitled to receive payment for its reasonable, direct, documented losses to the extent caused by Client's breach.

ARTICLE 15. DISPUTE RESOLUTION

- 15.1 Negotiation by Executives. The Parties will attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to the Project or the Agreement or the breach thereof ("Dispute") promptly by negotiation. When either Party determines it has exhausted its efforts to resolve a Dispute at the Project level, that Party may provide written notice to the other Party of the Dispute. Within fifteen (15) days after the date of such notice, executives of both Parties who have authority to agree to a settlement of the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement will meet at a mutually acceptable time and place (or, otherwise, at the Project Site), and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this subsection are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If

the Parties do not resolve the Dispute within sixty (60) days of a Party notifying the other of the Dispute, unless extended by mutual agreement, either Party may commence litigation.

- 15.2 Governing Law, Jurisdiction, Venue. Unless otherwise required by law, this Agreement, and any act or transactions to which it will apply, or which are contemplated hereby or hereunder, will be governed by, and construed and interpreted in accordance with, the laws of the State of Connecticut without regard to choice of law or conflicts of law principles. This choice of law expressly includes the applicable statutes of limitation. Venue for all actions under the Agreement will be in Hartford, Connecticut.
- 15.3 Prevailing Party. In the event of any binding dispute resolution proceeding, declaratory or otherwise, brought by a Party arising out of or relating to this Agreement, including but not limited to any breach or default of the Agreement, the prevailing Party will be entitled to recover from the other Party any and all expenses of litigation, court costs, expert and consultant fees, employee time and expenses, and reasonable attorneys' and other legal fees associated with such proceedings (collectively, "**Litigation Expenses**"), accruing as of commencement of the proceeding and including execution and collection of any award or judgment. Notwithstanding the foregoing, if a written offer of compromise is made by either Party that is not accepted by the other Party within thirty (30) days after receipt and the Party not accepting such offer fails to obtain a more favorable judgment or award, the non-accepting Party will not be entitled to recover its Litigation Expenses (even if it is the prevailing Party) and will be obligated to pay the Litigation Expenses of the offering Party.

ARTICLE 16. MISCELLANEOUS

- 16.1 Independent Contractor and Waiver of Benefits. TRC is an independent contractor and will not be regarded as an employee or agent of Client. TRC agrees that it will not receive, and is not eligible to participate in, any employee benefit plan, insurance program, disability plan, medical benefits plan, or any other fringe benefit program sponsored and maintained by Client for its regular active employees, and TRC hereby waives any rights or claims related thereto.
- 16.2 Compliance with Laws. TRC will observe all applicable provisions of the federal, state, and local laws and regulations, including those relating to equal opportunity employment.
- 16.3 Severability. If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement will remain in full force and effect, and will in no way be affected, impaired, or invalidated thereby.
- 16.4 Waiver. No waiver of any provision of this Agreement, or consent to any departure therefrom, shall be effective unless in writing and signed by the waiving Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.
- 16.5 Assignment. Neither Party will assign or transfer this Agreement without the prior written consent of the other Party. Moreover, as a condition of any such written consent, such assignment will be subject to the terms and conditions herein and no greater rights or remedies will be available to the assignee. In the event of an assignment by Client, Client will provide TRC with the information necessary for notices and invoicing (as applicable) prior to the effective date of the assignment. Client hereby agrees that TRC may subcontract and/or assign some or all of the Work to one or more of its corporate affiliates to the extent necessary to provide sufficient staffing and/or to comply with applicable insurance or professional licensing requirements.
- 16.6 Captions. The captions of the articles and sections in this Agreement are intended solely for the convenience of reference and will not define, limit, or affect in any way the provisions, terms, and

conditions hereof or their interpretation.

- 16.7 **Integration.** This Agreement represents the entire understanding and agreement between the Parties and supersedes any and all prior or contemporaneous agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both Parties.
- 16.8 **Amendments.** This Agreement may be modified only by a Change Order or an amendment executed in writing by a duly authorized representative for each Party.
- 16.9 **No Third Party Beneficiaries.** Except as otherwise specifically provided for herein, this Agreement shall not be construed to confer any benefit on any third party not a Party to this Agreement, nor shall it provide any rights to such third party to enforce its provisions. Notwithstanding the foregoing, all liability-limiting provisions of this Agreement shall extend and inure to the benefit of all members of TRC.
- 16.10 **Signatures.** The Proposal, any amendment to these Terms and Conditions, and any Change Order may be executed in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A copy of the Proposal and any subsequent modifications signed electronically and/or delivered by e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of a manually signed original. Each person executing the Proposal warrants that he/she is authorized to do so on behalf of the Party for whom he/she signs the Proposal.
- 16.11 **Notices.** Any notice permitted to be given by email shall be sent to the below representative. Any other notice required to be given pursuant to this Agreement must be in writing and sent by overnight delivery via USPS or a nationally recognized courier and delivered to the address set forth in the first paragraph above to the attention of the representative below:
If to TRC, send to the attention of: the person signing
the Proposal
If to Client, send to the attention of: the
recipient of the Proposal

Any notice so given will be deemed effective upon receipt. Either Party may change its representative or address effective ten (10) days after written notice thereof to the other Party.

- 16.12 **Remittance Information.** TRC remittance information for making payments is as follows:

U.S. Postal Service:

TRC
Lockbox
PO Box
536282
Pittsburgh PA 15253-5904

Overnight Packages:

TRC
Lockbo
x Attn:
536282
307 23rd Street Extension, Suite 950
Pittsburgh, PA 15215
877-550-5933

Wire Instructions (PREFERRED METHOD OF PAYMENT)

Beneficiary Account Name: TRC Companies, Inc. –
Concentration



Mayor Vaughn Benton

Town of Boonville - Tanyard Creek Culverts Hydraulic Analysis – Revised 3/21/25

March 21, 2025 - Page 20 of 21

Beneficiary Account Number:
Bank Codes:

[REDACTED]

ABA Number:
Routing Number:
Swift Code:
Bank Name:

[REDACTED]

Remittance Detail Email:

ARremitdetail@trccompanies.c
om

TRC Contact:

Dawn Dostie

Contact Phone Number:

207-660-7222

Attachment 3
2025 Hourly Bill Rates and Reimbursement Table

Personnel	Hourly Rate
Admin Support	\$100
CAD Designer I	\$95
CAD Designer II	\$105
CAD Designer III	\$130
CAD Designer IV	\$140
CAD Manager	\$160
Community Resource Specialist	\$160
Construction Services – Manager	\$95
Construction Services – Manager II	\$110
Construction Services – Manager III	\$130
Construction Services Manager – Senior	\$145
Division Manager	\$250
GIS Technical Manager	\$178
GIS Technical Manager – II	\$211
GIS Technical Manager – III	\$229
GIS Project Specialist	\$133
Engineer	\$110
Engineer I	\$125
Engineer II	\$130
Engineer III	\$140
Engineer IV	\$160
Engineer V	\$170
Project Engineer – I	\$140
Project Engineer – II	\$160
Project Engineer – III	\$180
Project Engineer – IV	\$200
Project Engineer – V	\$210
Project Manager – I	\$160
Project Technician	\$85
Senior Project Technician	\$95
Survey Crew Leader	\$100
Survey Crew Member	\$65
Survey Crew (2 Persons)	\$190
CCTV Crew (2 Persons)	\$165
Project Surveyor – I	\$105
Project Surveyor – II	\$120
Project Surveyor – III	\$140
Survey Technician	\$100
Team Leader I	\$195
Team Leader II	\$210
Team Leader III	\$240
Team Leader IV	\$265
Mileage	\$0.70/mile

Granite City Paving

January 14, 2025

Ms. Monica Craver- Commissioner
Town of Boonville
110 Carolina Avenue
Boonville, NC 27011

Subject: street repairs

Dear Ms. Craver,

Below is our planned scope of work for your street repairs items 1-8 respectively.

Item # 1 Park St. Pot hole behind town hall building	\$ 504.56
Item # 2 Front of golf cart building (2) spots one at walk and in street	\$ 2,865.52
Item # 3 Front of theatre building	\$ 380.80
Item # 4 Canary St. / Holly St.	\$ 561.68
Item # 5 Cherry St. / Canary St. repave entrance and another spot near hydrant	\$ 10,338.72
Item # 6 Walnut and Coram Street curve (reviewed with Tim and he asked for two recommendations) Bad water runoff area into resident's driveway, will fill his bad area with stone Option # 1 Overlay this area to help redirect the water runoff away from the problem area A) Prep by cleaning and applying tack or bonding material to this surface (approx.. 20'x90') B) Pave a layer of new commercial asphalt 2," building up the surface to redirect surface water away for the problem area Total this option: \$ 6,650.00	
Option # 2 Cut out and replace , adjusting the base for an improved elevation A) Cut out and remove all old asphalt from this area (20' x 90') B) Regrade for elevation adjustment away from the problem area C) Apply needed ABC type stone to this area approx. 3" deep to build a base suitable for paving D) Pave to state spec 4" binder and 2" of surface asphalt Total this option: \$ 10,400.00	
Item # 7 Ellen St. / Hayes ST. near the sign	\$ 254.56
Item # 8 Wallace St. / Kerr St. in curve area	\$ 1,294.72

All areas will be worked within the states specifications as instructed.

Should you decide to proceed with portions of this project, please work within our \$ 2,600.00 minimum charge for patch and repair work.

Thank you for allowing us to quote this for you.

Regards,

Grayson Simmons
Granite City Paving

651 Flatridge Road, Cana, VA 24317

*Still need to finish patch @ bank on W7

Granite City Paving

March 15, 2025

Ms. Monica Craver – Commissioner
Town of Boonville
110 Carolina Avenue
Boonville, NC 27011

Subject: Repave various streets (2 pages)

Dear Ms. Craver,

Below is our proposed scope of work planned for your street projects items 1 through 6 respectively.

1) Tanyard Street

- A) Prep by sweeping , cleaning and apply tack material for bonding
- B) Repair the end of this street where erosion has damaged an area, we will apply some stone to the base and ABC type stone to the surface compacted suitable paving adjoining back to the existing asphalt
- C) Pave an overlay with new commercial grade type 9.5 asphalt at a compacted finished depth of 2"
- D) No striping

Total this street: \$ 19,794.00

#2) Cardinal Streets (three sections as requested)

*All three sections listed will receive sweeping, cleaning and tack material applied suitable for paving an overlay of a finished compacted depth of 2" (No striping)

- A) Highway 67 to Cherry Street total this section only: \$ 41,818.00
- B) Cherry Street to Holly Street total this section only: \$ 15,498.00
- C) Holly Street to Sunset Street total this section only: \$ 19,948.00

#3) Knollwood Drive

- A) Prep by sweeping, cleaning entire street, repairing the shoulder by cleaning out the damaged areas add ABC type stone to base suitable for paving
- B) Repair area near the lower intersection (drainage area) if needed
- C) Apply tack material , pave an overlay of new commercial grade type 9.5 at a compacted finished depth of 2" (No striping)

Total this street: \$ 19,836.00

#4) Reece Street

- A) Prep by sweeping , cleaning the area
- B) Saw cut the area if needed, apply ABC type stone to bae if needed
Suitable for paving
- C) Pave an overlay of new commercial grade type 9.5 asphalt at a compacted finished depth of 2"
(No striping)

Total this street: \$ 2,950.00

Granite City Paving

2

#5) Grace Street

- A) Prep by sweeping, cleaning the area
- B) Apply tack material
- C) Pave with new commercial grade type 9.5 asphalt at a compacted finished depth of 2"
- D) No striping

Total this street: \$ 14,169.00

#6) Ellen @ Hays Streets

- A) Dig out repaired area suitable for paving
- B) Pave 3" deep of new commercial grade type 9.5 asphalt compacted (No striping)

Total this area: \$ 630.00

Terms: Payment due upon completion of job.

One year warranty on workmanship

Thank you for allowing us to quote this for you.

Regards,

Grayson Simmons
Granite City Paving
336-401-2107

Estimate

MATHIS PAVING

229 North Main Street
 Jonesville, NC 28642
 Ph. 336-835-3310 Fax 336-835-2195
 office@mathispaving.com

1 of 8

ESTIMATE SUBMITTED TO Ms. Monica Craver/Town of Boonville		PHONE	DATE 3-18-2025
STREET 110 Carolina Ave.		JOB NAME Pavement repairs various streets	
CITY, STATE and ZIP CODE Boonville NC 27011		JOB LOCATION Town of Boonville	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

Tanyard Street

Patch area at end of street approx. 20' X 18' as follows

Remove loose unsuitable soil, place approx. 12" abc stone in graded area and compact, place 2" asphalt

Patch and resurface entire roadway as follows:

Clean and prep existing asphalt

Drag seal street to level and repair low & deteriorated asphalt areas

Place and compact 2" S9.5B surface mix total depth

Quote for above described work = \$ 18,790.00

.Quote for above described work using AST in-lieu of S9.5B = \$17,830.00

****Price quotes are as of today. Prices may have to be adjusted as market prices change.***

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows: _____ dollars (\$ _____).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____ Signature _____

Estimate

MATHIS PAVING

229 North Main Street
 Jonesville, NC 28642
 Ph. 336-835-3310 Fax 336-835-2195
 office@mathispaving.com

2 of 8

ESTIMATE SUBMITTED TO Ms. Monica Craver/Town of Boonville		PHONE	DATE 3-18-2025
STREET 110 Carolina Ave.		JOB NAME Pavement repairs various streets	
CITY, STATE and ZIP CODE Boonville NC 27011		JOB LOCATION Town of Boonville	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

Cardinal Street

Patch and resurface entire roadway as follows:

Clean and prep existing asphalt street for repairs as follows

Drag seal street to level and repair low & deteriorated asphalt areas

Place and compact 2" S9.5B surface mix total depth

Quote for above described work = \$40,490.00

Quote for above described work using AST in-lieu of S9.5B = \$38,916.00

****Price quotes are as of today. Prices may have to be adjusted as market prices change.***

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows: _____ dollars (\$ _____).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within _____ days.

Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

Estimate

MATHIS PAVING

229 North Main Street
Jonesville, NC 28642
Ph. 336-835-3310 Fax 336-835-2195
office@mathispaving.com

3 of 8

ESTIMATE SUBMITTED TO Ms. Monica Craver/Town of Boonville		PHONE	DATE 3-18-2025
STREET 110 Carolina Ave.		JOB NAME Pavement repairs various streets	
CITY, STATE and ZIP CODE Boonville NC 27011		JOB LOCATION Town of Boonville	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

Knollwood Drive

Patch and resurface entire roadway as follows:

Clean and prep existing asphalt street for repairs as follows

Drag seal street to level and repair low & deteriorated asphalt areas

Place and compact 2" S9.5B surface mix total depth

Quote for above described work = \$19,275.00

Quote for above described work using AST in-lieu of S9.5B = \$16,964.00

Quote for Gravel driveway

Prep existing gravel driveway for new paving, From Knollwood st. 105 L.F X 16 Wide

Setup abc stone for new paving

Place and compact 2" S9.5B Surface mix asphalt

Quote for driveway as described above \$ 7,667.00

We Exclude: Any work not stated in quotes above

****Price quotes are as of today. Prices may have to be adjusted as market prices change.***

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within _____ days.

Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____ Signature _____

Estimate

MATHIS PAVING

229 North Main Street
 Jonesville, NC 28642
 Ph. 336-835-3310 Fax 336-835-2195
 office@mathispaving.com

5 of 8

ESTIMATE SUBMITTED TO Ms. Monica Craver/Town of Boonville		PHONE	DATE 3-18-2025
STREET 110 Carolina Ave.		JOB NAME Pavement repairs various streets	
CITY, STATE and ZIP CODE Boonville NC 27011		JOB LOCATION Town of Boonville	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

Reece Street

Patch and resurface entire roadway as follows:

Clean and prep existing asphalt street for repairs as follows

Drag seal street to level and repair low & deteriorated asphalt areas

Place and compact 2" S9.5B surface mix total depth

Quote for above described work = \$2,635.00

Quote for above described work using AST in-lieu of S9.5B = \$2,286.00

****Price quotes are as of today. Prices may have to be adjusted as market prices change.***

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within _____ days.

Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____ Signature _____

Estimate

MATHIS PAVING

229 North Main Street
Jonesville, NC 28642
Ph. 336-835-3310 Fax 336-835-2195
office@mathispaving.com

7 of 8

ESTIMATE SUBMITTED TO Ms. Monica Craver/Town of Boonville		PHONE	DATE 3-18-2025
STREET 110 Carolina Ave.		JOB NAME Pavement repairs various streets	
CITY, STATE and ZIP CODE Boonville NC 27011		JOB LOCATION Town of Boonville	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

Grace Street

Patch and resurface entire roadway as follows:

Clean and prep existing asphalt street for repairs as follows

Drag seal street to level and repair low & deteriorated asphalt areas

Place and compact 2" S9.5B surface mix total depth

Quote for above described work = \$13,860.00

Quote for above described work using AST in-lieu of S9.5B = \$12,880.000

****Price quotes are as of today. Prices may have to be adjusted as market prices change.***

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows: _____ dollars (\$ _____).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within _____ days.

Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature _____

Estimate

MATHIS PAVING

229 North Main Street
Jonesville, NC 28642
Ph. 336-835-3310 Fax 336-835-2195
office@mathispaving.com

8 of 8

ESTIMATE SUBMITTED TO Ms. Monica Craver/Town of Boonville		PHONE	DATE 3-18-2025
STREET 110 Carolina Ave.		JOB NAME Pavement repairs various streets	
CITY, STATE and ZIP CODE Boonville NC 27011		JOB LOCATION Town of Boonville	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

Ellen @ Hays Street

Patch ditch line approx. 30 LF X 3' as follows:

Dig out exiting material approx. 6" depth, haul offsite

Place and compact 6" new asphalt in area described above , this will be done in 2 lifts

Quote for above described work \$ 750.00

We exclude: Any work not states in all quotes .

****Price quotes are as of today. Prices may have to be adjusted as market prices change.***

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows: _____ dollars (\$ _____).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within _____ days.

Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

Estimate

MATHIS PAVING

229 North Main Street
 Jonesville, NC 28642
 Ph. 336-835-3310 Fax 336-835-2195
 office@mathispaving.com

1 of 2

ESTIMATE SUBMITTED TO Ms. Monica Craver/Town of Boonville		PHONE	DATE 3-18-2025
STREET 110 Carolina Ave.		JOB NAME Pavement repairs various streets	
CITY, STATE and ZIP CODE Boonville NC 27011		JOB LOCATION Town of Boonville	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:
Walnut Street Repairs as follows:

Remove & regrade existing asphalt section of street 90X 20' to redirect water away from driveway

Remove asphalt haul offsite

Regrade existing abc stone beneath remove asphalt we will add additional abc stone if needed

Place and compact stone base for new paving

Place and compact 2" S9.5B surface mix total depth

Quote for above described work = \$ 18,790.00

****Price quotes are as of today. Prices may have to be adjusted as market prices change.***

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

Estimate

MATHIS PAVING

229 North Main Street
 Jonesville, NC 28642
 Ph. 336-835-3310 Fax 336-835-2195
 office@mathispaving.com

2 of 2

ESTIMATE SUBMITTED TO Ms. Monica Craver/Town of Boonville		PHONE	DATE 3-18-2025
STREET 110 Carolina Ave.		JOB NAME Pavement repairs various streets	
CITY, STATE and ZIP CODE Boonville NC 27011		JOB LOCATION Town of Boonville	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

Cherry St. and Carnary St intersection repairs as discussed onsite

Remove asphalt haul offsite: This is for both locations

Remove existing deteriorated asphalt and haul offsite

Prep existing abc stone base for new paving

Place and compact 2" S9.5B surface mix total depth

Quote for above described work = \$ \$ 26,558.00

We exclude: Any work not stated above.

****Price quotes are as of today. Prices may have to be adjusted as market prices change.***

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows: _____ dollars (\$ _____).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature _____

MANUFACTURERS EDGE



REMIT TO: Manufacturers Edge, Inc.
5044 Industrial Rd.
Suite C
Farmingdale NJ 07727
United States

Quote	
Quote #:	Q-00255250
Date Quote:	3/27/2025
Expiry Date:	6/25/2025
Sales Rep:	Dimino Joe Email: joed@pumppcatalog.com Phone: +17328983906
Prepared For:	Monica Craver Email: monica.craver@boonvillenc.com Phone: (336) 367-7941

Bill To: Town of Boonville
PO BOX 326
Boonville NC 27011
United States

Ship To: Monica Craver
110 North Carolina Ave
Boonville NC 27011
United States

Credit Terms: CREDIT CARD

Shipping In: in 3-5 days

Customer Notes: PER YOUR REQUEST
97722377 - DIRECT REPLACEMENT
97722386
PVDF INSTEAD OF PVC

Shipping Method: SHIPPING COST NOT INCLUDED

97722377 - IS EPDM INSTEAD OF TEFLON
WITH NO INSTALL KIT

REPAIR KIT FOR 97722476
97751503

** DDA 7.5-16 2 GPH up to 232 PSI - MORE
PRESSURE BUT LOWER GPH **

Quantity	Product Code	Line Item Description	Unit Price	Total Price
1	97722377	Grundfos 97722377 DDA 7.5-16 AR-PV/E/C-F-31U7U7BG Digital Dosing Pump - Chemical Metering	1,744.06	1,744.06
1	97722386	Grundfos 97722386 DDA 7.5-16 AR-PV/T/C-F-31I003BG Digital Dosing Pump - Chemical Metering	1,986.50	1,986.50
1	97751503	Grundfos 97751503 Kit, Valve / Diaphragm SD-M-PVC/T/C-1 Dosing Pump Kits - Chemical Metering Pumps	730.40	730.40

Subtotal	4,460.96
Shipping	0.00
Sales Tax	301.11
Total	4,762.07

NOTE: These items are Non-Refundable



REMIT TO: Manufacturers Edge, Inc.
5044 Industrial Rd.
Suite C
Farmingdale NJ 07727
United States

Quote	
Quote #:	Q-00255250
Date Quote:	3/27/2025
Expiry Date:	6/25/2025
Sales Rep:	Dimino Joe Email: joed@pumppcatalog.com Phone: +17328983906
Prepared For:	Monica Craver Email: monica.craver@boonvillenc.com Phone: (336) 367-7941

Thank you for the opportunity to provide you with the following quotation.

For your reference, please visit <https://www.pumppcatalog.com/pages/terms-conditions/> for Terms & Conditions

Please Note: Pricing is subject to change without notice.

Availability is based on an inventory snapshot and is subject to prior sales.