

**STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH**

DOCKET NO. W-1333, SUB 5

In the Matter of)	
Application by Currituck Water &)	
Sewer, LLC for a Certificate of)	AFFIDAVIT OF MICHAEL MYERS
Public Convenience and Necessity)	
to Provide Water and Sewer Utility)	
Service in Currituck County, North)	
Carolina and for Approval of Rates)	

Affiant, Michael Myers, who being first duly sworn upon his oath, states as follows:

1. I am over the age of eighteen (18) years, competent to testify, and have personal knowledge of the facts stated in this Affidavit.
2. I am the President of Envirolink, Inc. ("Envirolink"). I have held this role since the company was formed.
3. I am also the manager of Longleaf Utilities, LLC ("Longleaf").
4. Additionally, I am a member of the Board of Managers of Currituck Water and Sewer Holdings, LLC ("CWSH").
5. CWSH, through its Board of Managers, currently manages and operates Currituck Water and Sewer, LLC ("Currituck").
6. When Currituck was initially formed, its sole member was Longleaf. Longleaf also served as Currituck's initial manager, directing and controlling the activities of Currituck pursuant to Currituck's original Operating Agreement.
7. Longleaf's sole member is Two River's Holdings, LLC.
8. Two River's Holdings, LLC is owned by the Myers Family Trust, which has as its executors me and my wife Melissa.

9. On December 20, 2021, pursuant to a Contribution and Unit Purchase Agreement (“Contribution Agreement”), Longleaf contributed 100% of its membership interests in Currituck to Currituck Water and Sewer Holdings, LLC (“CWSH”) in exchange for 700,000 Class B Units of CWSH, representing a 20% stake. *See Exhibit 1.*

10. This ownership interest remained the same until March 27, 2024, when Bernhard Capital Partners (“BCP”) made an additional equity investment on behalf of CWSH’s other member, Clear Current, LLC (“Clear Current”). As a result, Longleaf’s interest decreased to 11%.

11. Longleaf shares no common owners, officers, or board members with Clear Current and has separate bank accounts, prepares separate financial documents and statements, and maintains separate corporate records. Longleaf has no right of control over Clear Current. Longleaf also maintains separate corporate records, conducts business according to its own operating agreement, uses a separate bank account, and has different officers.

12. As the President of Envirolink, I am responsible for and have the authority to enter into agreements on behalf of Envirolink, and I oversee the business activities of Envirolink, including indirect oversight of the employees working at the Carolina Village MHP.

13. In January of 2016, Envirolink entered into a Management Agreement with CV-WWT, LLC (“CV-WWT”), the former owner of the Water and Wastewater Assets at Carolina Village MHP, pursuant to which Envirolink took over the operations and maintenance of the Carolina Village MHP Water and Wastewater Systems. *See Exhibit 2.*

14. This occurred following an inquiry by the North Carolina Department of Environmental Quality (“DEQ”), which had concerns about the lack of a certified operator for the Carolina Village MHP Water and Wastewater Systems. At the time of Envirolink’s involvement, the owners of the Carolina Village MHP Water and Wastewater Systems were in discussions with

DEQ regarding a Special Order on Consent (“SOC”) to address significant upgrades to the water and wastewater systems serving the community. Specifically, there were significant treatment, disposal, and maintenance issues that the now prior owners were required to address. Until recently, no material action to resolve those issues had been initiated. Currently, Currituck has and is continuing to take necessary steps to address each concern.

15. In October of 2019, Envirolink and CV-WWT executed a new Management Agreement for the Carolina Village MPH Water and Wastewater Systems which permitted Envirolink to continue managing the system until closing on the Asset Purchase Agreement with Currituck. *See Exhibit 3.*

16. On December 20, 2021, Envirolink entered into a Utility Management Service Agreement (“Service Agreement”) with Currituck. *See Exhibit G to Mot. to Show Cause.*

17. Pursuant to the Service Agreement, Envirolink and Currituck agreed that Envirolink would continue to both manage and operate the Water and Wastewater Systems, subject to the obligations contained therein, while Currituck worked to close the sale of the Water and Wastewater Assets.

18. Envirolink has never been owned, controlled by, and/or affiliated with Currituck, CWSH, or Clear Current.

19. Envirolink is wholly owned by Envirolink Holdings, Inc. which is wholly owned, by me.

20. Envirolink shares no common officers or board members with Currituck, CWSH, or Clear Current other than myself. I am also a member of the Board of Managers for CWSH.

21. Envirolink maintains separate bank accounts, prepares separate financial documents and statements, maintains separate corporate records, and operates its business

separately from Currituck, CWSH, and Clear Current.

22. Following its entry into the Management Agreement with CV-WWT in January of 2016, Envirolink invoiced Carolina Village NC, LLC, which owned and operated the Carolina Village MHP until February of 2022, for its services relating to the Water and Wastewater Systems. Envirolink continued invoicing Carolina Village MHP, LP, which took over ownership of the Carolina Village MHP in February of 2022, for those services until May of 2023 when Envirolink took ownership of the Water and Wastewater Assets.

23. In May of 2023, Envirolink stopped charging Carolina Village MHP, LP for service because Currituck had, as of May 15, 2023, closed on the sale of the Water and Wastewater Assets.

24. Envirolink did, however, inadvertently continue to send invoices to Carolina Village MHP, LP through the end of 2023 for services rendered. Upon realizing the mistake, Envirolink voided the invoices after May 15, 2023 and removed all charges from the outstanding accounts receivable balance. *See Exhibit 4.*¹

25. Envirolink subsequently wrote off all unpaid invoices issued prior to January 2023 as bad debt.

26. While Envirolink charged Carolina Village NC, LLC and later Carolina Village MHP, LP for services through May of 2023, the last time Envirolink received a payment for services it provided was in 2021. No portion of any payments made to Envirolink were ever remitted to Currituck.

27. Envirolink has never issued any invoices for services directly to any of the residential end-users of the Carolina Village MHP Water and Wastewater System. Rather, it only ever charged the Carolina Village MHP's owners for Envirolink's services.

¹ **Exhibit 4** identifies some charges after May of 2023. Though generated by Envirolink's system, none of those charges were ever actually placed on an invoice and/or conveyed to Carolina Village MHP, LP.

28. Envirolink never, for its own benefit or the benefit of Currituck, issued bills, invoices, notices, or communications to residents of the Carolina Village MHP.

29. CV-WWT was not and is not owed by, controlled by, and/or affiliated with Envirolink. The companies share no common owners, officers, or board members, nor did the companies ever share any corporate records or bank accounts with one another.

30. CV-WWT is not and never has been a division of Envirolink.

31. Libby Jenkins worked as an accounting clerk for Envirolink. She was also appointed to manage CV-WWT during the transition to Currituck. She had no control over the activities of Envirolink.

32. Envirolink is aware that, in 2022, the owners of Carolina Village MHP sought to recover amounts charged to them by Envirolink through rent charged to residents. Envirolink's only role in that process was to issue bills to residents of Carolina Village MPH at the direction of Nelson Communities on behalf of the owners. However, Envirolink never issued a bill on its behalf or on behalf of Currituck.

33. Currituck has never received compensation, of any kind, relating to the provision of water and wastewater utility services to the Carolina Village MHP. Rather, and to the contrary, since entering the Service Agreement with Envirolink, Currituck has compensated Envirolink, through the payment of an annual fee, for operating and managing the Carolina Village Water and Wastewater Systems.

34. Prior to May 15, 2023, Currituck did not own the Water and Wastewater Assets. However, following entry into the Asset Purchase Agreement, certain documents were created and exchanged between Currituck, Equity First NC, LLC ("EFNC"), and CV-WWT as part of their efforts to move toward an eventual closing. For example, on February 17, 2022, EFNC and CV-

WWT executed Bills of Sale conveying the Water and Wastewater Assets to Currituck. These documents were prepared and exchanged following entry into the Restated Asset Purchase Agreement as evidence of good faith and continued dealings between the parties. At that time, and in part in exchange for the Bills of Sale, Currituck also distributed the purchase price of the Water and Wastewater Assets to EFNC and CV-WWT.

35. When Currituck took ownership of the Water and Wastewater Assets in May, 2023, Envirolink and Currituck were aware of significant repairs and capital improvements that were needed at the Carolina Village MHP. To that end, Currituck pursued a loan from Stone Bank to finance the repairs and improvements. There were a series of delays relating to the loan followed by the offering of a 10.25% interest rate, which caused the loan to not close.

36. After discussing the status of the Stone Bank loan with the Public Staff in early 2024, Currituck immediately sought funds from BCP. BCP approved a \$6 Million investment for, among others, capital improvements needed at the Carolina Village MHP, which Currituck immediately began to pursue.

37. ELJ, Inc. (“ELJ”) has been engaged to assist with repairs and improvements. *See Exhibit 5*, Progressive Design Build Agreement for Water and Wastewater Projects. ELJ has also engaged engineers and hydrogeologists to aid in the in the design, permitting, and implementation of the capital improvements at the Carolina Village MHP Water and Wastewater Systems.

38. Since receiving the investment from BCP, Envirolink, on behalf of Currituck, has contributed a wastewater treatment facility that will be retrofitted into the existing wastewater treatment facility that will be capable of meeting the effluent limits required by the anticipated subsurface drip irrigation permit.

39. Additionally, Envirolink, on behalf of Currituck,

- purchased and installed two new blowers,
- repaired one of the existing blowers and has it in inventory for a spare,
- repaired the filters,
- repaired the skimmers on the clarifier,
- had Envirolink stage one of its operable generators at the wastewater treatment facility,
- cleared the pond,
- trimmed bushes,
- repaired certain piping,
- had the piping painted based on its purpose in the wastewater treatment process, and
- purchased a new storage building for parts and supplies.

See Exhibits 6, 8, 10-23.

40. Additionally, through ELJ, Currituck has engaged McConnell & Associates and Andrews & Associates to design the wastewater treatment facility and permitted means of disposal. *See Exhibits 24 and 25.*

41. In addition to these immediate improvements, Currituck, via Envirolink, is preparing to upgrade the Carolina Village MHP wastewater treatment plant. That upgrade will allow the plant to meet the total nitrogen limits set in the permit. Currituck has also taken steps to address disposal issues that have allegedly impacted the Carolina Village MHP wastewater treatment for some time. Specifically, Andrews & Associates and McConnell and Associates, via ELJ, are preparing a plan for a subsurface drip system. *See id.* The original schedule was for those repairs to be completed by mid-September 2024 and the system be online by the end of September 2024. *See Exhibit 26.* However, this schedule is in the process of being revised based on information obtained during an April 24, 2024 tour of the Carolina Village MHP Water and Waste

Water System initiated by Currituck and Envirolink that included representatives from DEQ and the Public Staff. This tour was arranged by Currituck to review improvements completed since the \$6 million commitment by BCP and to discuss future improvement plans.

42. With respect to the Carolina Village MHP well system, immediate repairs that have been completed include

- installing new chemical pumps,
- replumbing to remove chlorine storage from the electrical control room,
- repairing booster pumps,
- painting the well houses, and
- ordering a new air-compressor.

See Exhibits 27, 29-31.

43. Again, ELJ has also engaged MacConnell & Associates to assist with redesign and permitting the water system. The current plan is to remove and replace the booster pumps, fire hydrants, and ground storage tank, all of which is expected to be complete in September 2024. *See Exhibits 24 and 25.*

44. With respect to the Carolina Village wastewater treatment plant, that there is an existing pond that needs to be abandoned. ELJ has engaged MacConnell & Associates to assist in this process, and it is expected to be completed by mid-September 2024. *See id.*²

45. The proposed capital projects for the Carolina Village MHP Water and Wastewater Systems are scheduled to be completed in approximately six months.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

² This affidavit skips exhibit numbers 7, 9, and 28.

I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE AND
CORRECT.

Dated: April 25, 2024



Michael Myers

OFFICIAL COPY

Apr 25 2024

W-1333, Sub 5
Myers Exhibit 1
PUBLIC

OFFICIAL COPY

Apr 25 2024

REDACTED

**MYERS EXHIBIT 1
FILED UNDER SEAL**

**Utility Management Service Agreement
Between CV-WWT, LLC, and
Envirolink, Inc.**

This Utility Management Service Agreement (hereinafter referred to as the "Agreement") is made as of this 1st day of January, 2016 by and between **Envirolink, Inc.**, a North Carolina Corporation (hereinafter called "Envirolink"), and **CV-WWT, LLC**, a North Carolina limited liability company (hereinafter called "Owner" or "CV"). In this Agreement, Envirolink and the Owner are referred to collectively as the "Parties" and individually as a "Party".

Witnesseth

WHEREAS, Owner provides water and wastewater utility services to the Carolina Village Subdivision, and

WHEREAS, the Owner owns certain water and wastewater assets more fully described in Exhibit A, and

WHEREAS, the Owner is required under the laws of the State of North Carolina to provide the managerial, technical, financial, operational and maintenance capabilities as a condition of ownership of water and wastewater assets, and

WHEREAS, the Owner has Authority under the laws of the State of North Carolina and desires to enter into a professional services contract for the management of water and wastewater facilities described in Exhibit A, and

WHEREAS, Envirolink is in the business of providing the managerial, technical, financial, operational and maintenance services to Utility owners, and

WHEREAS, Envirolink is capable of operating, maintaining, and managing the Owner's Water and Wastewater facilities, and

WHEREAS, Owner desires to engage Envirolink to provide such professional services, and

NOW THEREFORE in consideration of the premises and of the right, powers and duties hereinafter set forth to be performed by each, Owner and Envirolink mutually agree to the following terms and conditions.

ARTICLE 1: DEFINITIONS

Definitions: As used in this Agreement, the terms listed in this Article shall have the following meanings:

A. "Additional Services" shall mean those Utility Operation, Management and Maintenance Services that are not included in the Scope of Services as set forth in Exhibit B (attached hereto and incorporated herein to this Agreement).

B. Intentionally Left Blank

C. “Certified Operator” or “Operator” shall mean personnel, employees or agents of Envirolink certified by the North Carolina Department of Environment and Natural Resources (“DENR”) Water Treatment Facility Operators Certification Board or Water Pollution Control System Operators Certification Commission, to operate and maintain water supply, wastewater purification and related facilities.

D. Intentionally Left Blank

E. “Contract Start Date” shall begin on January 1, 2016.

F. “Facilities” shall mean the water and wastewater systems, as more fully described in Exhibit A.

G. “Utility Operation, Management, and Maintenance Services” or “Scope of Services” or “Services” shall mean those professional services provided by Envirolink to the Owner as set forth in Article 2 and in Exhibit B.

H. “State” shall mean the State of North Carolina.

I. “Uncontrollable Circumstance” shall include, without limitation, earthquake, hurricane, tornado, tropical storm, flood, ice storm, explosion, fire, lightning, landslide, and other similarly cataclysmic occurrences.

J. “Wastewater Facilities” shall mean the wastewater assets described in Exhibit A.

K. “Water Facilities” shall mean the water assets described in Exhibit A.

ARTICLE 2 - SCOPE OF SERVICES BY ENVIROLINK

Owner engages Envirolink and Envirolink agrees to be engaged by Owner to provide the Scope of Services, as set forth in Exhibit B (attached hereto and incorporated herein to this Agreement) and to be performed in accordance with the terms and conditions set forth herein.

In addition to the Scope of Services, Envirolink may perform Additional Services at the written request of the Owner, or Envirolink may perform Additional Services if such Additional Services are needed as a result of an Uncontrollable Circumstance or the existence of an unanticipated circumstance, situation or event not included in the Scope of Services. Envirolink shall be paid for such Additional Services on the basis set forth in Article 7.

ARTICLE 3 – RESPONSIBILITIES OF OWNER

Owner shall provide Envirolink with the items and assistance set forth in Exhibit C (attached hereto and incorporated herein to this Agreement), in accordance with the terms and conditions set forth herein.

Owner shall provide compensation and payment to Envirolink in accordance with the terms and conditions set forth in Article 7.

ARTICLE 4 – INDEPENDENT CONTRACTOR

Envirolink shall be deemed to be an independent contractor. Envirolink shall have no power or right to enter into contracts or commitments on behalf of the Owner unless specifically authorized in writing by the Owner to do so.

ARTICLE 5 – TERM OF AGREEMENT

Subject to the other provisions of this Agreement, the initial term of this Agreement shall be for a period of five (5) years and ending on the fifth (5th) anniversary of the contract date (“Initial Term”). Thereafter, this Agreement shall be automatically renewed for an additional term of five (5) years, unless canceled in writing by either party no less than one hundred and twenty (120) days prior to expiration of the Initial Term. The Contract Start Date shall be January 1, 2016.

ARTICLE 6 - TERMINATION

6.1 Termination for Default. Either party (the “Terminating Party”) may terminate this Agreement if a material breach of any provision of this Agreement has been committed by the other party (the “Breaching Party”) through no fault of the Terminating Party, provided that the following procedure is strictly adhered to:

6.1.1. If Owner fails to provide compensation and payment to Envirolink in accordance with the terms and conditions set forth in Article 7, Envirolink may declare Owner in default by issuing a Declaration of Default stating the effective termination date of the Agreement.

6.1.2 In all other instances of default other than Owner’s failure to provide compensation and payment to Envirolink, the Terminating Party must give the Breaching Party written notice setting forth in detail the alleged deficiencies and a reasonable opportunity to correct them in accordance with provisions of this Article.

6.1.3 If the deficiencies are not corrected within the time specified, the Terminating Party shall advise the Breaching Party that a Declaration of Default is imminent by sending written notice (a “Notice of Imminent Default”) which shall set forth a description of the deficiencies constituting breach of this Agreement and provide the Breaching Party a period of not less than ninety (90) days within which to correct such conditions. Provided, however, if the nature of the alleged default is such that additional time is required to correct such default, then, provided that the party receiving such notice (i) promptly presents a plan to the Terminating Party for correcting the default and (ii) takes immediate and substantial steps toward correcting the default, then the period for effecting a correction shall be reasonably extended in accordance with the plan presented by the party allegedly in default.

6.1.4 If such deficiencies are not corrected within the ninety (90)-day period, as the same may be extended, the Terminating Party may declare the Breaching Party in default by issuing a Declaration of Default stating the effective termination date of the Agreement.

6.1.5 In the event that the Owner disputes that Envirolink has corrected the deficiencies, a professional engineer licensed to practice in the State of North Carolina will be selected and retained by Envirolink to be the judge of whether said deficiencies have been corrected.

6.2 Termination for Convenience. Either party may at any time cancel this contract upon sixty (60) days written notice to the other party.

ARTICLE 7 - COMPENSATION AND PAYMENT TO ENVIROLINK

For the services within the Scope of Services, Owner shall pay Envirolink compensation for each year during the Initial Term and each year during any renewal period as set forth in Exhibit D ("Annual Fee") (attached hereto and incorporated herein to this Agreement).

Owner shall pay Envirolink one-twelfth (1/12) of the Annual Fee for the current year within fifteen (15) days of issuance of an invoice from Envirolink for services provided during the preceding month. Owner shall pay Envirolink interest at an annual rate equal to one and one-half percent (1.5%) per month, on payments not paid and received on the due date of the payment. Envirolink shall provide each invoice on or about the first day of the month for services provided during the preceding month.

For Additional Services that Envirolink can provide in-house (*i.e.*, Envirolink does not have to enlist the services of a contractor or subcontractor and Envirolink does not have to lease any equipment to provide the Additional Services), Owner shall pay Envirolink additional compensation as provided in Envirolink's Preferred Client Rate Schedule for Additional Services that is set forth in Exhibit E (attached hereto and incorporated herein to this Agreement). The rates contained in the Preferred Client Rate Schedule for Additional Services are subject to change. For Additional Services that Envirolink cannot provide in-house (*i.e.*, Envirolink has to enlist the services of a contractor or subcontractor or Envirolink has to lease equipment to provide the Additional Services), Owner shall pay Envirolink additional compensation based upon Envirolink's actual costs (including overhead, equipment, materials and labor), plus fifteen percent (15%) of that cost.

ARTICLE 8 – INDEMNIFICATION

Envirolink agrees to indemnify and hold harmless the Owner, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, fines, civil penalties, cost, expenses, and attorney's fee to the extent resulting from the negligence or willful misconduct of Envirolink, its officers, agents, servants and employees in the performance of this Agreement; provided, however, that Envirolink shall not be liable for any suits, actions, legal proceedings, claims, demands, fines, civil penalties, damages,

costs, expenses, and attorney's fees arising out of the negligence or willful misconduct of the Owner, its officers agents, servants, and employees. Envirolink shall be given full authority to contest such suits, actions, legal proceedings, claims, demands, fines, civil penalties, and violations of this Agreement.

Owner agrees to defend, indemnify and hold Envirolink, and its affiliates, together with its officers, directors, employees, and agents, harmless from any liability for damage or claims that may arise from an environmental claim, Uncontrollable Circumstance, the failure of Owner to perform its responsibilities under Article 3, any discharge, dispersal, release, or escape from the Facilities; any flow into or upon land, the atmosphere or any water course or body of water, or any acts, errors or omissions by any elected or appointed officer of Owner, except to the extent caused by Envirolink's negligence or willful misconduct.

Neither Party nor its affiliates shall be liable to the other Party for any special, consequential, indirect or incidental damages relating in any way to this Agreement or the Facilities, loss of actual or anticipated profits or revenue or cost of claims of customers.

ARTICLE 9 - INSURANCE

Envirolink shall maintain at its own expense Worker's Compensation, Commercial General Liability, and Automobile Liability insurance policies for the duration of this Agreement in the following amounts:

Type of Insurance

Limits of Liability

Workers' Compensation

Statutory Workers' Compensation

Commercial General Liability

\$1,000,000 limit for personal injury and property damage per occurrence and \$2,000,000 in the aggregate

Automotive Liability (Auto)

\$1,000,000 each accident or loss
Combined Bodily Injury and Property Damage
All Vehicles covered hired car and non-owned
Automobiles.

Owner agrees to indemnify and hold harmless Envirolink in the event that any act by an agent or employee of Owner results in any claims against Envirolink. Envirolink agrees to indemnify and hold harmless Owner in the event that any act by an agent or employee of Envirolink results in any claims against Owner. Each Party agrees to include the other in any liability insurance policies it holds as a named insured, and certificates of insurance shall be provided upon request. In no event shall either Party be responsible for the intentional wrongful acts of the other. All policies of liability insurance required to be maintained by Envirolink shall provide that coverage shall not be canceled or non-renewed until at least thirty (30) days prior

notice has been given, except only ten (10) days notice shall be provided for non-payment of premium.

Owner shall procure and maintain fire, property, and boiler and machinery insurance, on an all risk basis, on the Facilities, in an amount equal to 100% of the value of their repair or replacement. On behalf of itself and its insurance carriers, the Owner agrees to provide Envirolink a waiver of subrogation.

ARTICLE 10 – UNCONTROLLABLE CIRCUMSTANCE

Except for the obligation to pay compensation, a Party's performance under this Agreement shall be excused if, and to the extent that, the Party is unable to perform due to an Uncontrollable Circumstance. In the event of an Uncontrollable Circumstance, if a Party is unable to perform certain services required by the Agreement, then that Party shall promptly notify the other Party of the existence of such Uncontrollable Circumstance and the specific services that cannot be performed. The Party unable to perform certain services shall perform all services under this Agreement which are not affected by the Uncontrollable Circumstance. The Party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the Uncontrollable Circumstance.

ARTICLE 11: FORCE MAJEURE

Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause which is beyond the reasonable control of such Party (hereinafter called "Force Majeure"). Force Majeure includes, but is not limited to, any of the following, if reasonably beyond the control of the Party claiming Force Majeure: war (declared or undeclared), blockages, hostilities, revolutions, riots, strikes, lockouts or other labor disturbances, epidemics, fires, delays or interruptions in transportation, terrorist acts, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Party claiming Force Majeure.

ARTICLE 12 – DERIVATIVE IMMUNITY

The Owner acknowledges and agrees that the Owner has asked Envirolink to meet and keep certain specifications and requirements for the operation, maintenance and management of the Facilities and Envirolink has agreed to comply to those specifications and requirements, and as such, shall have, to the extent necessary and permitted by applicable law, such immunities as the Owner may have from suit and from liability to third parties in connection with the operation, maintenance and management of the Facilities. Nothing herein shall or be construed to constitute any waiver by Envirolink of any claim or defense of immunity of any kind permitted by law against any third party, and Envirolink expressly intends to preserve and does preserve and retain all such rights.

ARTICLE 13 - NOTICE

For purposes of this Agreement, notices and all other communications provided for or permitted herein shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by United States certified mail or nationally recognized courier service, prepaid, return receipt requested, addressed as follows:

If to Envirolink:

Michael Myers, President
Envirolink, Inc.
P.O. Box 670
Bailey, NC 27807
Tel 252-235-4900
Fax 252-235-2132

If to the Owner:

Frank Basadre, President
Carolina Village NC, LLC
6487 Basa Lake Lane
Harrison, TN 37341

Or to such other addresses as either party may furnish to the other in writing in accordance herewith, except that notices of changes of address shall be effective only upon receipt. The parties must provide written notice of any changes to the authorized representatives in advance of such change.

The following individuals are the point of contact for the administration of this Agreement:

Envirolink:

Ms. Heather Adams, Director of Operations
Envirolink, Inc.
P.O. Box 670
Bailey, NC 27807
Tel 252-235-4900
Fax 252-235-2132

Owner:

Frank Basadre, President
Carolina Village NC, LLC
6487 Basa Lake Lane
Harrison, TN 37341

ARTICLE 14 - GOVERNING LAW AND JURISDICTION

The interpretation, validity, effect, and enforcement of this Agreement are to be governed and construed in accordance with the laws of the State of North Carolina. Jurisdiction and venue for any disputes shall be exclusively in the federal or state courts within the State of North Carolina.

ARTICLE 15 - ASSIGNMENT

The benefits and obligations hereunder shall inure to, and be binding upon, the Parties hereto. This Agreement may not be assigned by either Party, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that the Owner's consent shall not be required for any assignment by Envirolink to an affiliate of Envirolink or its parent or to a wholly owned subsidiary of Envirolink.

ARTICLE 16 - CHANGES

Owner may request changes in the Scope of Services to be performed pursuant to this Agreement. All changes to the Scope of Services must be in writing and signed by the Parties. If any such changes cause an increase in Envirolink's costs and/or increase the time required for, or the nature of performance of the Scope of Services, Envirolink shall so notify Owner within thirty (30) days of receipt of the change order notification, and an equitable adjustment shall be made in Envirolink's Compensation and Payment, and this Agreement shall be modified by a Change Order signed by Envirolink and the Owner.

Owner may from time to time assign to Envirolink "Task Orders" which would consist of work outside the scope of this Agreement but within the expertise and experience of Envirolink and which may involve special repairs or maintenance, the scope and time of completion which will be elaborated at the time of assignment. Task Orders will be assigned as written change orders and payment will be made either by lump sum, provided Envirolink has furnished a written estimate of the cost of the proposed Task Order, or by time and material charges, should both Parties agree.

ARTICLE 17- DISPUTES

Any dispute arising under this Agreement shall be heard in the appropriate court of jurisdiction in the State of North Carolina.

ARTICLE 18- SEVERABILITY

In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability thereof shall not affect the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms.

ARTICLE 19 – HEADINGS AND DEFINITIONS

The section headings have been inserted for purposes of convenience and shall not be used for interpretive purposes.

ARTICLE 20 – SUCCESSORS BINDING AGREEMENT

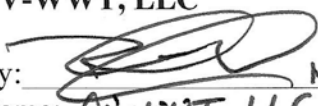
This Agreement shall be binding upon and inure the benefit of the Parties and their respective successors and permitted assigns.

ARTICLE 21 - ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the Parties as to the matters contained herein and merges and supersedes all prior discussion, proposals, presentations, agreements and understandings of every kind and nature among them. No Party shall be bound by any condition, definition or representation other than as expressly provided for in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

CV-WWT, LLC

By:  _____
Name: CV-WWT, LLC
Title: Managing Member
Date: 12/23/15

Envirolink, Inc.

By: _____
Name: Michael J. Myers
Title: President
Date: _____

**Secretary
Envirolink, Inc.**

By: _____
Name: John D. Merritt, Jr
Title: VP/Sec/Treasurer
Date: _____

Exhibit A- NEED DESCRIPTIONS

Carolina Village Water System

- Two (2) wells
- Ground Storage Tank
- Hydropneumatic Tank
- Distribution system
- Approximately 170 active customers and 230 inactive customers

Carolina Village Wastewater Collection, Treatment and Disposal

- 0.4 MGD Biological Wastewater Treatment System
- High Rate Infiltration Pond (Offline)
- Dual purposed equalization/5 day upset pond (future)
- Effluent Pump Station
- Effluent Holding Pond (Offline)
- Five (5) sewer lift stations (no telemetry)
- Collection system
- Spray Irrigation System (existing)
- Spray Irrigation System (Proposed Temporary)
- Spray Irrigation System (Proposed Interim)

Temporary Spray Irrigation Facility

- High Rate Infiltration Pond – This pond will be repurposed for use as effluent holding.
- Diesel Powered Pump
- Spray Irrigation Reel
- Piping

EXHIBIT B

SCOPE OF SERVICES

Envirolink agrees to act and provide certain utility operation, management and maintenance services for the Facilities as described below. Pursuant to Article 16, any changes in the Scope of Services that cause an increase in Envirolink's costs and/or increases the time required for, or the nature of performance of the Scope of Services, an equitable adjustment shall be made to Envirolink's Compensation and Payment. The Scope of Services includes the following:

1. Envirolink will provide properly trained and certified staff in order to operate and manage the Facilities. Envirolink shall furnish the level of manpower needed to properly act as the Operator in Responsible Charge for the water and wastewater treatment systems, spray irrigation system, water distribution and wastewater collection system. Envirolink will provide all wages and salaries for the assigned personnel.
2. Envirolink will pay expenses as required in the performance of these duties, which include:
 - 1) Personnel costs for all staff, including overtime expenses for staff;
 - 2) Vehicles suitable for transporting equipment and operators;
 - 3) Fuel, taxes, tags, maintenance and insurance for vehicles;
 - 4) Normal operating supplies -- including tools and general supplies;
 - 5) Lab/testing (only including tests included on Exhibit F).
3. Envirolink will deal with the public and community groups in a professional manner. Any complaints received by the Owner will be acted upon immediately by the Owner, and the Owner will promptly inform an Envirolink representative of any complaints and subsequent actions.
4. All replacements, repairs, upgrades and new installations will be approved by Owner before work begins, except in cases of emergency where health, safety and violation of permit are at risk. Owner shall not unreasonably withhold, condition or delay its approval.

Operation, Maintenance, and Management of the Wastewater Treatment Plant

Envirolink will operate, maintain, and manage the Wastewater Treatment Plant for the Owner as follows:

- Provide a Primary Operator in Responsible Charge (Grade III or greater);
- Provide a Back-up Operator in Responsible Charge (Grade II or greater);
- Attendance at regulatory agency inspections and meetings;
- Purchase the analytical testing over the term of the contract for those parameters listed on the sample schedule in Exhibit F. For additional testing above this amount, Envirolink shall receive an equitable adjustment to the Agreement;
- Coordination with North Carolina regulatory agencies regarding the operation of the wastewater treatment plant;
- Monitor and record key operational control parameters;

- Monitor inventory levels of parts and supplies and coordinate replenishment;
- Maintain an operator log that records all operational adjustments and maintenance activities;
- Preparation of a wastewater performance annual report;
- Notify the Owner of any permit violations, specific equipment issues or capital requirements immediately upon discovery. Envirolink will indicate the reason for the violation or problems and provide an opinion of options and recommendation based on its experience in managing utilities;
- Lubricate equipment as needed;
- Monitor inventory levels of chemicals, parts and supplies and replenish;
- Test audio-visual alarms and telemetry;
- Respond to customer inquiries concerning the wastewater treatment plant; and
- Adjustment to the Wastewater System. No adjustment will be made to the process control of the wastewater system by personnel other than Envirolink employees or its contractors.

Operation, Maintenance, and Management of the Water Supply Wells and Water Treatment Systems

Envirolink will operate, maintain, and manage the Water Supply Wells for the Town. The following outlines the services included with the operation, maintenance, and management of the Water Supply Wells and Water Treatment Plant:

- Provide Primary Operator in Responsible Charge (Class C);
- Provide Back-up Operator in Responsible Charge (Class C or greater);
- Preparation, coordination and submittal of monthly chlorine and water usage reports;
- Preparation and submittal of the annual consumer confidence report;
- Attendance at regulatory agency inspections and meetings;
- Coordination with North Carolina Regulatory agencies regarding the operation of the water system;
- Purchase the analytical testing over the term of the contract for those parameters listed on the sample schedule in Exhibit F. For additional testing above this amount, Envirolink shall receive an equitable adjustment to the Agreement;
- Track compliance monitoring and collect and deliver to a certified laboratory (exhibit F) those parameters required according to the North Carolina Public Water Supply Section;
- Monitor and record key operational and process control parameters;
- Monitor inventory levels of chemicals, parts and supplies and replenish;
- Maintain an operator log that records all operational adjustments and maintenance activities;
- Notify the Owner of any permit violations or specific equipment issues or capital requirements immediately upon discovery. Envirolink will indicate the reason for the violation or problems and provide an opinion of options and recommendation based on its experience in managing utilities;
- Inspect the water treatment system components and processes;

- Lubricate equipment as needed;
- Adjustment to the Water System. No adjustment will be made to the process control of the water system by personnel other than Envirolink employees or its contractors.

Operation, Maintenance, and Management of the Wastewater Collection System:

Envirolink will operate, maintain, and manage the wastewater collection system as follows:

- Provide Primary Operator in Responsible Charge (Grade II);
- Provide Back-up Operator in Responsible Charge (Grade I or greater);
- Inspect five (5) lift stations two days during the week. Owner will be responsible for five day a week visitation including all weekends and holidays;
- Respond to sanitary sewer overflows and issue verbal reports within 24 hours and written notification and report to NCDENR within 5 days;
- Annual visual inspection of collection system and semi-annual inspection of high priority lines;
- Attendance at regulatory agency inspections and meetings;
- Coordination with North Carolina Regulatory agencies regarding the operation of the wastewater system; and
- Bi-annual inspection of high priority lines (if any) on the wastewater collection system.
- Respond to customer inquiries concerning the wastewater collection system;

Operation, Maintenance, and Management of the Water Distribution System

Envirolink will operate, maintain, and manage the water distribution system for the Community. The following outlines the services included with the operation, maintenance, and management of the water distribution system:

- Provide Primary Operator in Responsible Charge;
- Provide Back-up Operator in Responsible Charge;
- Attendance at regulatory agency inspections and meetings;
- Coordination with North Carolina regulatory agencies regarding the operation of the water system;
- Purchase the analytical testing over the term of the contract for those parameters listed on the sample schedule in Exhibit F. For additional testing above this amount, Envirolink shall receive an equitable adjustment to the Agreement;
- Upon testing of chlorine levels, collect bacteriological samples from the distribution system per the sample site plan (exhibit F) and deliver to a certified laboratory for analysis;
- Comply with the requirements of the lead and copper program, including distribution of lead and copper educational material and coordination of lead and copper sampling, as required by North Carolina Public Water Supply Section;
- Purchase the analytical testing over the term of the Agreement for those parameters listed on the attached sample schedule. For additional testing above this amount, Envirolink shall receive an equitable adjustment to the Agreement;

- Track compliance monitoring and collect and deliver to a certified laboratory those parameters required according to the North Carolina Public Water Supply Section;
- Monitor and record key operational and process control parameters;
- Monitor inventory levels of chemicals, parts and supplies and coordinate replenishment;
- Maintain an operator log recording all operational adjustments and maintenance activities;
- Notify the Owner of any permit violations or specific equipment issues or capital requirements immediately upon discovery. Envirolink will indicate the reason for the violation or problems and provide an opinion of options and recommendation based on its experience in managing utilities;
- Lubricate equipment as needed; and
- Adjustment to the Water System. No adjustment will be made to the process control of the water system by personnel other than Envirolink employees or its contractors, unless approved by Envirolink.

Design, Construction, Operation, Maintenance, and Management of the Temporary Spray Irrigation System

Envirolink will design, construct, operate, maintain, and manage a Temporary Spray Irrigation System as described in Section A. The following outlines the services included with the operation, maintenance, and management of the water distribution system:

- Provide diesel powered pump capable of spraying up to 35,000 gpd on to designated sprayfields;
- Provide one (1) spray irrigation reel capable of spraying up to 35,000 gpd at instantaneous rates ranging from 0.25 inches per hour to 0.5 inches per hour;
- Operate, maintain and manage the Temporary Spray Irrigation system until the Interim Spray Irrigation Facilities can be placed into service;

EXHIBIT C

Owner will supply the following:

1. An employee to act as a contracting officer representative responsible for coordinating operational matters and quality assurance for the services provided;
2. An employee to act as a contracting officer responsible for rendering decisions that affect pricing or contract terms. No oral or written statements of any unauthorized person(s) shall modify or otherwise affect the terms, conditions, Scope of Work, or drawings of the contract or contract. All modifications to the contract must be in writing by the contracting officer;
3. Emergency power generation;
4. Rehabilitative and correction of substandard conditions are the responsibility of the Owner.
5. Parts, materials and labor associated with replacement, repair, remedial, upgrades and new installation performed by Envirolink, at the request of the Owner, shall be invoiced monthly.
6. Owner agrees to use only qualified contractors or personnel for the repair, maintenance, replacements, renewal or renovation of any water and/or sewer facilities. This specifically requires the use of properly licensed personnel for any and all electrical work.
7. Supplies for the proper operation of the facilities shall be purchased by owner.
8. Owner will maintain all permits and licenses by NCDENR for both the water and wastewater treatment facilities.
9. Maintain all easements, licenses, and equipment warranties for the mutual benefit of both the Owner and Envirolink
10. Owner agrees to maintain a spare parts inventory and pay for all upgrades and modifications required by State or Federal regulatory agencies.
11. Owner agrees to provide immediate notice to Envirolink regarding any sewage spill at the facilities without regard to amount, time of day/night or perceived harmful effects.
12. Owner agrees to provide Envirolink with copies of all correspondence issued by Local, State, or Federal regulatory agencies concerning the facilities' compliance or noncompliance with laws, rules, standards, limitations, etc. within seven (7) days of receipt of same from and such agency.
13. Owner authorizes Envirolink to take or cause to take, and Envirolink, shall take or cause to take, immediate corrective action in the event of any malfunction, damage, or loss to any part of the facilities during the term of this agreement.
14. All utilities including water, sewer, electricity, internet and telecommunications services at no charge to Envirolink;
15. Owner will pay for all application and annual inspection fees for the facilities;
16. The Owner shall grant access and use of equipment as may be necessary for the operation and maintenance of the facilities;
17. Perform facilities modifications or safety measures required for compliance with OSHA regulations or findings; and facilities ground maintenance;
18. Maintain a spare parts inventory and pay for all upgrades and modifications required by State or Federal regulatory agencies;

19. Be responsible for any snow removal from the access roads to the wastewater treatment facilities;
20. Be responsible for any landscaping or vegetation control located at the wastewater treatment facilities;
21. Be responsible for sludge removal and or land application of sludge and large solids. The owner will pay for off-site hauling and disposal of solids that result from the operation of the wastewater treatment plant;
22. Reimburse Envirolink for any chemicals needed for treatment at the facilities. Envirolink will help the Owner procure chemicals needed for treatment at the wastewater treatment plant;
23. Provide 24 hour, seven day a week on-call emergency response for the facilities
24. Owner will visit the five (5) lift stations seven (7) times per week including all weekends and holidays. Owner will direct owner staff to utilize Envirolink standard forms and documentation as directed by the Operator in Responsible Charge.
25. Owner agrees to direct maintenance personnel that water & sewer matters, are first priority over any and all other duties and that they are make themselves available to the Operator in Responsible Charge and follow the directives of the Operator in Responsible Charge as it relates to preventive or corrective maintenance at the facility.
26. Owner shall be responsible for complying with all provisions of the Special Order by Consent in a timely manner;
27. Owner agrees to assume full liability against the theft or loss of Temporary Spray Irrigation System;
28. Owner shall pay for all fuel needed for the Temporary Spray Irrigation Facility, & Temporary Backup Power;
29. Owner shall provide temporary equalization for the wastewater system;
30. Owner shall provide temporary backup power for the wastewater treatment system;
31. Owner shall provide backup power in the event of an emergency;
32. Owner shall comply with the provisions of the Temporary Operating Plan attached hereto as Exhibit G. Any failure by Owner to comply with the provision of the Temporary Operating Plan shall be grounds for immediate termination of this agreement and forfeiture of any deposits or escrow monies;

EXHIBIT D
CONTRACT COMPENSATION

1. MONTHLY OPERATING FEE

- a) Owner shall pay Envirolink a monthly operating fee according to the following schedule:

Contract Line Item #	Description of Service	Monthly Payments	Number of Monthly Payments	Annual Payment
0001	Carolina Village Monthly Service Charge	\$4,000	12	\$48,000.00
0002	Irrigation Reel	\$2,000.00	Unknown	
0003	Diesel Powered Pumping Unit	\$1,500.00	Unknown	
0004	Piping	\$70 for 200ft	Unknown	
0005	35 KW Diesel Generator for WWTP	\$2,000.00	Unknown	
	Total	\$	12	\$

- b) For the purposes of calculating the required deposit, chemicals are estimated at \$6,000 per year. Owner shall reimburse Envirolink for all chemicals purchased on behalf of Carolina Village.

- c) For the purposes of calculating the required deposit, sludge hauling is estimated at \$6,000 per year. Owner shall pay sludge hauling cost directly.

- d) Prior to the initiation of service, Owner shall provide Envirolink with a deposit of \$10,000 for first and last months service & reimbursable charges. Envirolink shall invoice Owner monthly for services provided for the previous month. Payment is required within 15 days. The deposit will be used to credit any outstanding balance after 25 days and Owner will be required to restore the balance of the deposit to its full amount. If Owner fails to maintain a full deposit or fails to pay Envirolink for any reason, Envirolink shall be permitted to immediately terminate this agreement regardless of any other provision in this agreement.

- e) Prior to the initiation of service, Owner shall provide \$5,570 for the first months rent on the backup generator and spray irrigation system.
- f) This fee shall be payable and due ten days after invoicing. Invoicing is expected to occur on or around the first day of each month for services rendered for the previous month.
- g) After 90 days, Owner shall maintain a Renewal & Replacement Account. Owner shall be required to maintain a Renewal & Replacement Account in the amount of \$20,000.00. These funds shall be dedicated to Renewal & Replacement of components to the water and wastewater system. Except in the case of an emergency, Envirolink shall provide owner with an estimate and obtain approval prior to the initiation of Renewal and Repair.
- h) To ensure continued use of the temporary hydropneumatic tank, Owner shall pay Southern Corrosion any outstanding balances for use of the hydropneumatic tank provided by Southern Corrosion. Additionally, owner shall engage Southern Corrosion for continued use of the hydropneumatic tank until the permanent tank can be delivered, installed and placed into service.

2. ADJUSTMENTS AND ADDITIONS TO MONTHLY OPERATING FEE

- a) Maintenance, replacement, repair, upgrade, rehabilitation and new installation outside the scope of the Operator in Responsible Charge (as approved by the Owner) shall be invoiced separately and will be based on time and materials needed for the job, payable to Envirolink within 15 days of invoice date. Failure to pay shall constitute authorization for escrow agent to use available funds for payment of said services.
- b) For additional services beyond the in-house capabilities of Envirolink, a markup of 15% will be made to all subcontractor labor and equipment, as well as purchased material, supplies and travel expenses.

3. ANNUAL ADJUSTMENTS

Annual fee adjustments will be based on the Consumer Price Index (CPI), Employment Cost Index (ECI) and Producer Price Index (PPI), and will be initiated on January 1st of each calendar year.

- a) CPI shall be used for all non-labor and chemical related expenses.
- b) ECI shall be used for personnel related expenses.

4. TASK ORDER AUTHORIZATION FOR ADDITIONAL WORK

All additional work under this Agreement, except for emergency situations, must be pre-approved and authorized by a representative of the Owner.

EXHIBIT E

Envirolink Preferred Client 2015 Labor Rates

Position	Hourly Rate
Director of Utility	\$120.00
Project Manager	\$80.00
Office/Billing Manager	\$43.00
Office Assistant	\$33.00
Inspector	\$55.00
Serviceperson II - Foreman	\$45.00
Serviceperson I - Skilled	\$40.00
Laborer	\$35.00
Grade A - Water	\$50.00
Grade B - Water	\$45.00
Grade C - Water	\$40.00
Cross Connection Operator	\$42.00
Laboratory Technician - Water	\$33.00
Grade IV - Wastewater	\$52.00
Grade III - Wastewater	\$47.00
Grade II - Wastewater	\$42.00
Grade I - Wastewater	\$40.00
Spray Irrigation System Operator	\$47.00
Physical/Chemical Operator	\$47.00
Subsurface Operator	\$42.00
Land Application Operator	\$42.00

*These rates are good during normal hours of operation (8AM-5PM)
Rates will be at 1.5x for labor outside of normal hours of operation.

Envirolink Preferred Client 2015 Equipment Rate Sheet

Equipment	Regular	Per
140 kw Generator	\$352.00	day
Loader	\$320.00	day
Mini Excavator	\$288.00	day
Air Compressor	\$288.00	day
Rubber Tire Backhoe	\$256.00	day
Crane Truck (3 ton)	\$216.00	day
Maintenance Truck	\$192.00	day
Chipper	\$160.00	day
Support Hose and PPE	\$108.00	day
Operator Truck	\$96.00	day
6" Godwin bypass pump	\$96.00	day
Leaf Truck	\$96.00	day
4" Trash Pump	\$72.00	day
2" Trash Pump	\$64.00	day
3" Trash Pump	\$64.00	day
Leak Detection	\$60.00	day
CFE PPE & Equipment	\$60.00	day
6 kw Generator	\$36.00	day
Smoke Testing Equipment	\$28.00	day
GPS Unit	\$28.00	day
Flow Monitoring - Sewer	\$20.00	day
6'x20' Suction hose	\$20.00	day
6"x50' Discharge hose	\$20.00	day
Combination Truck	\$120.00	hour
Vacuum Truck	\$100.00	hour
Mainline Camera	\$88.00	hour
Jetter	\$80.00	hour
Push Camera	\$60.00	hour
Confined Space Entry	\$60.00	entry

Mobilization Costs

0-30 Miles	\$50.00
31-60 Miles	\$75.00
61-90 Miles	\$100.00
91-120 Miles	\$125.00

Envirolink Preferred Client 2015 Service Rate Sheet

Service (includes labor)	Rate	Per
Lateral Camera	\$2.50	ft
Mainline Camera (Readily accessible) - 2 man crew ¹	\$1.10	ft
Mainline Camera (Not Readily accessible) - 3 man crew ¹	\$4.80	ft
Jet&CCTV - 3 man crew ¹	\$1.80	ft
Jetting - 2 man crew ¹	\$1.10	ft
Smoke Testing ¹	\$0.45	ft
Manhole Inspections	\$54.00	Manhole
GPS Locating with Attribute data collection	\$9.00	Feature
Flow Test	\$300.00	Hydrant
First Response for Emergency Response ²	\$300.00	Response
Emergency Repairs/Corrective Action ^{3,4}		

1. For projects greater than 1,000 ft, otherwise see Equipment sheet for Hourly/Day Rates
2. Site must be less than 50 miles from Envirolink office. Includes only the response and assessment
3. Billed based on T&M for labor and equipment rates.
4. Subcontracted services billed at cost + 15%

Exhibit F- Sample Schedule

OFFICIAL COPY

Apr 25 2024

**Utility Management Service Agreement
Envirolink, Inc. and
Equity First NC, LLC, CV-WWT, LLC and Carolina Village NC, LLC**

This Utility Management Service Agreement (hereinafter referred to as the "Agreement") is made as of this 21st day of October, 2019 by and between Envirolink, Inc., a North Carolina Corporation (hereinafter called "Envirolink"), and **Equity First NC, LLC**, a North Carolina limited liability company ("EFNC"), **CV-WWT, LLC**, a North Carolina limited liability company ("CV-WWT") and **Carolina Village NC, LLC** (hereinafter called "CVNC"), a North Carolina limited liability company (hereinafter EFNC, CV-WWT and CVNC collectively called "Owner"). In this Agreement, Envirolink and the Owner are referred to collectively as the "Parties" and individually as a "Party". **Currituck Water and Sewer, LLC**, a North Carolina limited liability company ("CWS"), joins in the execution of this Agreement to confirm their agreements, indemnities, and guaranties set forth in Article 9.

Witnesseth

WHEREAS, CVNC owns and operates a mobile home community in the State of North Carolina;

WHEREAS, CV-WWT provides certain services to its tenants, including before the date of this Agreement water and wastewater utility services; and

WHEREAS, CV-WWT and EFNC own certain assets more fully described in Exhibit A; and

WHEREAS, CV-WWT, as permittee, is required under the laws of the State of North Carolina to provide the managerial, technical, financial, operational and maintenance capabilities as a condition of ownership of water and wastewater treatment systems; and

WHEREAS, Owner has authority under the laws of the State of North Carolina and desires to enter into a professional services contract for the management of utility assets described in Exhibit A; and

WHEREAS, Envirolink is in the business of providing the managerial, technical, financial, operational and maintenance services to utility owners; and

WHEREAS, Envirolink can render professional utility management services for the Owner; and

WHEREAS, Owner desires to engage Envirolink to provide such professional services, such that from and after the date of this Agreement, Envirolink will provide water and wastewater utility operation, maintenance and management services; and

WHEREAS, CWS has a direct or indirect monetary interest in the projected contemplated in the APA and joins in the execution of this Agreement to confirm its agreements, indemnities, and guaranties set forth in Article 9, as an inducement to Owner to enter in this Agreement, without which Owner would not enter into this Agreement.

NOW THEREFORE in consideration of the premises and of the rights, powers and duties hereinafter set forth to be performed by each, Owner and Envirolink mutually agree to the following terms and conditions.

ARTICLE 1: DEFINITIONS

Definitions: As used in this Agreement, the terms listed in this Article shall have the following meanings:

A. **"Certified Operator" or "Operator"** shall mean personnel, employees or agents of Envirolink certified by the North Carolina Department of Environmental Quality ("DEQ") Wastewater Certification Board to operate and maintain wastewater treatment and related facilities.

B. **"Contract Start Date"** shall begin on October 21, 2019.

C. **"CWS"** shall mean Currituck Water and Sewer, LLC.

D. **"Facilities," "Facility," or "Wastewater Facilities"** shall mean the assets described in Exhibit A.

E. **"Operation, Management, and Maintenance Services" or "Scope of Services" or "Services"** shall mean those professional services provided by Envirolink to the Owner as set forth in Article 2 and in Exhibit B. Without limiting those items expressly set forth on Exhibit B, such terms shall include all services (including all expenditures and undertakings, all repairs, replacements, and upgrades) necessary to operate the water and wastewater utility systems (including the Facilities) as are necessary to provide water and wastewater service.

F. **"State"** shall mean the State of North Carolina.

G. **"Uncontrollable Circumstance"** shall include, without limitation, earthquake, hurricane, tornado, tropical storm, flood, ice storm, explosion, fire, lightning, landslide, and other similarly cataclysmic occurrences. Uncontrollable circumstance, however, excludes changes in local, state or federal law, unless they render this Agreement unlawful as written.

ARTICLE 2 - SCOPE OF SERVICES BY ENVIROLINK

Owner engages Envirolink and Envirolink agrees to be engaged by Owner to provide the Scope of Services, as set forth in Exhibit B (attached hereto and incorporated herein to this Agreement) and to be performed in accordance with the terms and conditions set forth herein. From and after the execution hereof and until the expiration of the Term of this Agreement as set forth herein, Envirolink agrees to provide all services (including all expenditures and undertakings, all repairs, replacements, and upgrades) necessary to operate the water and wastewater utility systems (including the Facilities) as are necessary to provide water and wastewater service to EFNC and CVNC and the property owned by either in Currituck County as of the date of execution of this Agreement such that from and after execution hereof, Owners shall have no responsibility, other than procuring insurance coverage on the Facilities as required in this Agreement, (including any maintenance, repair, or replacement obligations) whatsoever with respect to the operation of the water and wastewater utility system (including the Facilities) or with respect to the provision of water and wastewater services, all of which shall be the sole obligation of Envirolink.

In addition Envirolink shall obtain an amendment to and extension of the SOC (as defined in the APA, as the same may be amended) on terms reasonably acceptable to Owner.

ARTICLE 3 – RESPONSIBILITIES OF OWNER

Owner shall provide Envirolink with the items and assistance set forth in Exhibit C (attached hereto and incorporated herein to this Agreement), in accordance with the terms and conditions set forth herein.

Owner shall provide compensation and payment to Envirolink in accordance with the terms and conditions set forth in Article 7.

ARTICLE 4 – INDEPENDENT CONTRACTOR

Envirolink shall be deemed to be an independent contractor. Envirolink shall have no power or right to enter into contracts or commitments on behalf of the Owner unless specifically authorized in prior writing by the Owner to do so.

ARTICLE 5 – TERM OF AGREEMENT

Subject only to earlier termination as set forth in Article 6 below, the term of this Agreement shall begin on the Contract Start Date and shall not end until the later of (a) transfer of the water and sewer system to a third party North Carolina Utility Commission approved regulated utility other than Owners, (b) the date that the existing wastewater Facilities are repurposed and abated by CWS as required by and in accordance with Applicable Laws (as defined below) of the regulating authorities upon installation of a new wastewater treatment facility as contemplated under the APA (as defined below), (c) connection of the Owners' property to the CWRRF (as defined in the APA) being constructed by CWS such that Owners are able to achieve full and final satisfaction of their obligations under the SOC and such that Owners have no further liabilities or obligations under the SOC, and (d) rescission of the existing NC DEQ permit WQ004696 by DEQ. It is expressly understood that items a, b and c above will occur prior to item d, and it is, therefore, anticipated that this Agreement will terminate upon the achievement of item d.

The Owner shall turn the Facilities over to Envirolink on July 16, 2019, free and clear of the rights of any other operator thereof, and Envirolink shall commence providing the Services on the Contract Start Date.

ARTICLE 6 - TERMINATION

6.1 Termination for Default. Either party (the "Terminating Party") may terminate this Agreement if a material breach of any provision of this Agreement has been committed by the other party (the "Breaching Party") through no fault of the Terminating Party, provided that the following procedure is strictly adhered to:

6.1.1 The Terminating Party must give the Breaching Party written notice setting forth in detail the alleged deficiencies and a reasonable opportunity to correct them in accordance with provisions of this Article. Reasonable opportunity is dependent on the scope and nature of the alleged breach of contract and as such shall be determined on a case by case basis. If the Parties cannot agree on a mutually acceptable time frame, then a mutually agreed upon third party shall be consulted and both parties shall be bound by the time frame established.

6.1.2 If the deficiencies are not corrected within the time specified, the Terminating Party shall advise the Breaching Party that a Declaration of Default is imminent by sending written notice (a "Notice of Imminent Default") which shall set forth a description of the deficiencies constituting breach of this Agreement and provide the Breaching Party a period of not less than forty-five (45) days within which to correct such conditions. Provided, however, if the nature of the alleged default is such that additional time is required to correct such default as determined either by mutual agreement of the parties or by the mutually agreed upon third party referenced in Section 6.1.1 above, then, provided that the party receiving such notice (i) promptly presents a plan to the Terminating Party for correcting the default and (ii) takes immediate and substantial steps toward correcting the default, then the period for effecting a correction shall be reasonably extended in accordance with the plan presented by the party allegedly in default.

6.1.3 If such deficiencies are not corrected within the forty-five (45) day period, as the same may be extended, the Terminating Party may declare the Breaching Party in default by issuing a Declaration of Default stating the effective termination date of the Agreement.

6.1.4. In the event that the Breaching Party disputes that it has corrected the deficiencies, a mutually acceptable professional engineer licensed to practice in the State of North Carolina will be selected and retained by Breaching Party to be the judge of whether said deficiencies have been corrected.

ARTICLE 7 - COMPENSATION AND PAYMENT TO ENVIROLINK

For the services within the Scope of Services, Owner shall pay Envirolink compensation for each year during the Initial Term and each year during any renewal period as set forth in Exhibit D ("Monthly Fee") (attached hereto and incorporated herein to this Agreement).

Owner shall pay Envirolink on a monthly basis the Monthly Fee for the current year within thirty (30) days of issuance of an invoice from Envirolink for services provided during the preceding month. Owner shall pay Envirolink interest at an annual rate equal to one and one-half percent (1.5%) per annum, on payments not paid and received on the due date of the payment. Envirolink shall provide each invoice on or about the first day of the month for services provided during the preceding month.

ARTICLE 8 – SETTLEMENT OF ARREARAGE

Envirolink has previously been engaged to provide services for the Facilities pursuant to an agreement dated _____, 201__ (hereinafter "Prior Agreement"). Owner has not paid Envirolink in full for services previously provided. The Parties have agreed to compromise and settle the outstanding debt on the terms outlined in this Agreement, Article 8. As such, in consideration of the payments to be made by Owner to Envirolink as set forth herein, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties agree to settle outstanding debt as follows:

8.1 The Parties agree that, as of the date of this Agreement, the total amount due from Owner to Envirolink is \$606,772.56 (the "Arrearage"). Envirolink and Owner each acknowledge that the

amount of the Arrearage agreed upon is a compromise and settlement. Upon execution of this Agreement, Owner shall pay the arrearage as follows:

\$407,712.00 to Envirolink upon execution of this Agreement.

8.1.2 Envirolink will agree to credit an additional \$199,101.56 payment against the Arrearage upon payment at Execution of this Agreement such that Owner is required only to pay \$407,712.00 and not more.

8.1.3 EFNC and CV-WWT and Currituck Water and Sewer, LLC, a North Carolina limited liability company, are parties to that certain Asset Purchase and Utility Construction and Maintenance Agreement dated as of October 21, 2019 (the "APA"). Payment of the Arrearage hereunder is contingent upon execution of the APA.

8.1.4 Notwithstanding anything to the contrary contained herein, immediately upon payment of the Arrearage to Envirolink in accordance with this Agreement, Owners and their owners, officers, members, managers, shareholders, attorneys, successors, and assigns (the "Owner Parties") shall be released and Envirolink does hereby release, acquit, and forever discharge Owners and the Owner Parties from any and all liabilities, costs, charges, claims, damages, or obligations that Envirolink or its affiliates now have or ever have had against the Owner Parties, whether known or unknown, arising under or in connection with the Prior Agreement and any services provided or allegedly provided by Envirolink or its affiliates to the Owner Parties prior to the execution of this Agreement, whether in connection with water, wastewater, or other services (including all labor, material, and services provided in connection therewith), whether related thereto or not.

8.1.5 Upon execution hereof, the parties terminate the Prior Agreement, which shall have no further force and effect, and except only as expressly set forth in this Agreement, the parties hereby release each other from all obligations under the Prior Agreement.

ARTICLE 9 – INDEMNIFICATION AND GUARANTY

During the full term of this Agreement, Envirolink agrees to indemnify and hold harmless the Owner, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, fines, civil penalties, cost, expenses, and attorney's fees to the extent resulting from a breach of this Agreement or to the extent resulting from the negligence or willful misconduct of Envirolink, its officers, agents, servants and employees in the performance of this Agreement; provided, however, that Envirolink shall not be liable for any suits, actions, legal proceedings, claims, demands, fines, civil penalties, damages, costs, expenses, and attorney's fees arising out of the negligence or willful misconduct of the Owner, its officers agents, servants, and employees. Envirolink shall be given full authority to contest such suits, actions, legal proceedings, claims, demands, fines, civil penalties, and violations of this Agreement from parties other than Owner.

During the full term of this Agreement, Owner agrees to indemnify and hold harmless Envirolink, its officers, agents, servants, and employees from and against any and all suits, actions, legal

proceedings, claims, demands, damages, fines, civil penalties, cost, expenses, and attorney's fees to the extent resulting from a breach of this Agreement or to the extent resulting from the negligence or willful misconduct of Owner, its officers, agents, servants and employees in the performance of Owner's obligations under this Agreement; provided, however, that Owner shall not be liable for any suits, actions, legal proceedings, claims, demands, fines, civil penalties, damages, costs, expenses, and attorney's fees arising out of the negligence or willful misconduct of the Envirolink, its officers agents, servants, and employees. Owner shall be given full authority to contest such suits, actions, legal proceedings, claims, demands, fines, civil penalties, and violations of this Agreement from parties other than Envirolink.

Neither Party nor its affiliates shall be liable to the other Party for any special, consequential, indirect or incidental damages relating in any way to this Agreement or the Facilities, loss of actual or anticipated profits or revenue; provided, however, that notwithstanding the foregoing, Envirolink will defend, indemnify and hold harmless Owner for any breach of Envirolink's obligations under the following paragraph of this Article 9, otherwise known as a compliance guarantee and indemnity.

With the understanding that the existing SOC has expired and that Envirolink intends to negotiate a new SOC on behalf of the Owners, Envirolink and CWS, jointly and severally, hereby represent, warrant, covenant, and guaranty that Envirolink will operate the water and wastewater utility system in accordance with all applicable rules, regulations, laws, and orders of governmental authorities, including without limitation any future SOC and NC DEQ permit WQ004696 (collectively the "Applicable Laws"). In accordance with the foregoing, Envirolink and CWS, jointly and severally, also agree to assume responsibility, at their sole cost and expense, of complying with the terms and conditions of any future SOC and to complete any repairs, installations, replacements, system upgrades, system repairs, component upgrades, component repairs, and equipment upgrades and repairs required by future SOC, required to comply with all terms, conditions, and obligations of the future SOC, and required to apply with all Applicable Laws. Without limiting the foregoing, Envirolink and CWS, jointly and severally, hereby represent, warrant, covenant, and guaranty that the operation of the water and wastewater system (including the Facilities) and the provision of services therefrom will comply in all respects with all Applicable Laws, including any future SOC and the DEQ permit, and Envirolink and CWS agree to indemnify and hold harmless Owner, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, fines, civil penalties, costs, fees, expenses, and attorney's fees to the extent resulting from a failure of the water and wastewater utility system (including the Facilities) and the use, operations, and services thereof or therefrom to comply with all Applicable Laws, including any future SOC and the DEQ permit, whether or not due to the inaction or action of Envirolink and CWS. Envirolink and CWS, jointly and severally, hereby represent, warrant, covenant, and guaranty to indemnify Owner for any failure of the following: (a) compliance with any future SOC by Envirolink and CWS hereunder and, as applicable; (b) that all permits, other than Permit No. WQ0004696, to operate the water and wastewater utility system and the Facilities (including the CWRRF under the APA) will be changed to CWS or its affiliates as contemplated by the APA, thereby relieving Owner and their affiliates from any obligations thereunder; and (c) either Envirolink, under this Agreement, or CWS, under the APA, will provide ongoing water and wastewater services to CVNC to support its ongoing business needs up to 184 mobile homes, community common areas, clubhouse, and pool. Envirolink and CWS shall be given full authority to contest such suits, actions, legal proceedings, claims, demands, fines, civil penalties, and violations of this paragraph from parties other than Owner.

The provisions of this Article 9 shall survive a termination of this Agreement.

ARTICLE 10 – NON-DISPARAGEMENT

Subject to applicable law, each of the Parties covenants and agrees that neither it, nor any of its respective agents, subsidiaries, affiliates, successors, assigns, officers, key employees or directors, will in any way publicly disparage, call into disrepute, defame, slander or otherwise criticize the other Parties or such other Parties' subsidiaries, affiliates, successors, assigns, officers (including any current officer of a Party or a Parties' subsidiaries who no longer serves in such capacity following the execution of this Agreement), directors (including any current director of a Party or a Parties' subsidiaries who no longer serves in such capacity following the execution of this Agreement), employees, shareholders, agents, attorneys or representatives, or any of their products or services, in any manner that would damage the business or reputation of such other Parties, their products or services or their subsidiaries, affiliates, successors, assigns, officers (or former officers), directors (or former directors), employees, shareholders, agents, attorneys or representatives. Provided, however, any Party may state that the Parties executed this agreement to operate the Facilities.

ARTICLE 11 - INSURANCE

Envirolink shall maintain at its own expense Worker's Compensation, Commercial General Liability, and Automobile Liability insurance policies for the duration of this Agreement in the following amounts:

Type of Insurance

Limits of Liability

Workers' Compensation	Statutory Workers' Compensation
Commercial General Liability	\$1,000,000 limit for personal injury and property damage per occurrence and \$2,000,000 in the aggregate
Automotive Liability (Auto)	\$1,000,000 each accident or loss Combined Bodily Injury and Property Damage All Vehicles covered hired car and non-owned Automobiles.

Owner agrees to indemnify and hold harmless Envirolink in the event that any act by an agent or employee of Owner results in any claims against Envirolink. Envirolink agrees to indemnify and hold harmless Owner in the event that any act by an agent or employee of Envirolink results in any claims against Owner. Each Party agrees to include the other in any liability insurance policies it holds as a named insured, and certificates of insurance shall be provided upon request. In no event shall either Party be responsible for the intentional wrongful acts of the other. All policies of liability insurance required to be maintained by Envirolink shall provide that coverage shall not be canceled or non-renewed until at least thirty (30) days prior notice has been given, except only ten (10) days' notice shall be provided for non-payment of premium.

Owner shall maintain existing property insurance and name Envirolink as an additional insured. Owner shall provide a copy of the certificate for such policy to Envirolink. Envirolink will obtain coverage

on the water and wastewater Facilities on an all-risk or special perils basis, including wind and hail coverage, naming Owner as an additional named insured. Envirolink will provide a copy of the certificate of such policy to Owner. Owner will reimburse, promptly upon invoice with proof of the premium, Envirolink up to an annual maximum of \$10,000 in premiums for such policy on the Facilities.

ARTICLE 12 – UNCONTROLLABLE CIRCUMSTANCE

Except for the obligation to pay compensation (provided that a Party shall be relieved of any compensation required to be paid hereunder if a Party is not performing its obligations for which payment is due as a result of Uncontrollable Circumstance), a Party's performance under this Agreement shall be excused if, and to the extent that, the Party is unable to perform due to an Uncontrollable Circumstance. In the event of an Uncontrollable Circumstance, if a Party is unable to perform certain services required by the Agreement, then that Party shall promptly notify the other Party of the existence of such Uncontrollable Circumstance and the specific services that cannot be performed. The Party unable to perform certain services shall perform all services under this Agreement which are not affected by the Uncontrollable Circumstance. The Party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the Uncontrollable Circumstance.

ARTICLE 13: FORCE MAJEURE

Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause which is beyond the reasonable control of such Party (hereinafter called "Force Majeure"). Force Majeure includes, but is not limited to, any of the following, if reasonably beyond the control of the Party claiming Force Majeure: war (declared or undeclared), blockages, hostilities, revolutions, riots, strikes, lockouts or other labor disturbances, epidemics, fires, delays or interruptions in transportation, terrorist acts, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Party claiming Force Majeure, but specifically excluding Applicable Laws or other governmental conditions, restrictions, or impositions.

ARTICLE 14 – DERIVATIVE IMMUNITY

The Owner acknowledges and agrees that the Owner has asked Envirolink to meet and keep certain specifications and requirements for the operation, maintenance and management of the Facilities and Envirolink has agreed to comply to those specifications and requirements, and as such, shall have, to the extent necessary and permitted by applicable law, such immunities as the Owner may have from suit and from liability to third parties in connection with the operation, maintenance and management of the Facilities; provided, however, that the foregoing shall not be deemed or interpreted to shield Envirolink from any liability to Owner, including without limitation as set forth in the indemnification provisions of this Agreement. Nothing herein shall or be construed to constitute any waiver by Envirolink of any claim or defense of immunity of any kind permitted by law against any third party, and Envirolink expressly intends to preserve and does preserve and retain all such rights.

ARTICLE 15 - NOTICE

For purposes of this Agreement, notices and all other communications provided for or permitted herein shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by United States certified mail or nationally recognized courier service, prepaid, return receipt requested, addressed as follows:

If to Envirolink:

Carr McLamb
General Counsel
Envirolink, Inc.
4700 Homewood Ct., Suite 108
Raleigh, NC 27609
Tel 919-827-4631
Email: jmclamb@envirolinkinc.com

If to the Owner:

Equity First NC, LLC
CV-WWT, LLC
CVNC, LLC
53 E. Main St., Suite H
Franklin, NC 28734
Attn: Mr. Robert Miller

With copy to:

Manning, Fulton & Skinner, P.A.
Attn: Joseph B. Bass III
3605 Glenwood Ave., Ste. 500
Raleigh, NC 27612

Or to such other addresses as either party may furnish to the other in writing in accordance herewith, except that notices of changes of address shall be effective only upon receipt. The parties must provide written notice of any changes to the authorized representatives in advance of such change.

The following individuals are the point of contact for the administration of this Agreement:

Envirolink:

Mr. Carr McLamb
Envirolink, Inc
4700 Homewood Ct., Suite 108
Raleigh, NC 27609
Tel 919-827-4631
Email: jmclamb@envirolinkinc.com

Owner:

Equity First NC, LLC
CV-WWT, LLC
CVNC, LLC
53 E. Main St., Suite H
Franklin, NC 28734
Attn: Mr. Robert Miller

ARTICLE 16 - GOVERNING LAW

The interpretation, validity, effect, and enforcement of this Agreement are to be governed and construed in accordance with the laws of the State of North Carolina.

ARTICLE 17 - ASSIGNMENT

The benefits and obligations hereunder shall inure to, and be binding upon, the Parties hereto. This Agreement may not be assigned by either Party, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that either Party's consent shall not be required for an assignment to an affiliate, parent company or to a wholly owned subsidiary of either Party.

ARTICLE 18 – CHANGES and AMENDMENTS

This Agreement may not be modified unless in writing signed by both Parties.

Owner may from time to time assign to Envirolink "Task Orders" which would consist of work outside the scope of this Agreement (i.e., not relating in any way to the provision of water and wastewater services contemplated to be provided hereunder) but within the expertise and experience of Envirolink and which may involve special repairs or maintenance, the scope and time of completion which will be elaborated at the time of assignment. Task Orders will be assigned as written change orders signed by both Parties and payment will be made either by lump sum, provided Envirolink has furnished a written estimate of the cost of the proposed Task Order, or by time and material charges, should both Parties agree.

ARTICLE 19 – ACCESS AND USE OF OWNER EQUIPMENT

Owner shall provide to Envirolink access to and use of the real property, equipment, improvements, buildings, structures, and facilities that are under the Owner's ownership or control that are presently located within the Owner's jurisdictional limits, subject to the Use Conditions (as defined below). Additionally, Owner shall provide access to and use of all real property, equipment, improvements, buildings, structures, and facilities that are under the Owner's ownership or control that are required by Envirolink to fulfill its obligations under this Agreement, subject to the Use Conditions. The "Use Conditions" as used in this Article 19 mean that any use of and access to such property shall be subject to the rights of any third parties with respect thereto, that Envirolink shall have the use of and access to such property only as necessary and only for so long as necessary to provide the services required by Envirolink to be performed hereunder, and only at reasonable times and with reasonable advanced notice to Owner (except in the event of an emergency risking imminent harm to person or property).

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ARTICLE 20: DISPUTES AND VENUE

Any dispute arising under this Agreement shall be heard exclusively in the Superior Court Division of the North Carolina General Court of Justice.

ARTICLE 21 - SEVERABILITY

In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability thereof shall not affect the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms.

ARTICLE 22 – HEADINGS AND DEFINITIONS

The section headings have been inserted for purposes of convenience and shall not be used for interpretive purposes.

ARTICLE 23 – SUCCESSORS BINDING AGREEMENT

This Agreement shall be binding upon and inure the benefit of the Parties and their respective successors and permitted assigns.

ARTICLE 24 - ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the Parties as to the matters contained herein and merges and supersedes all prior discussion, proposals, presentations, agreements and understandings of every kind and nature among them. No Party shall be bound by any condition, definition or representation other than as expressly provided for in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

SIGNATURE PAGES TO FOLLOW

Equity First, LLC

By: 

Name: Bob Miller

Title: Member

Date: 10/21/19

CV-WWT, LLC

By: 

Name: Bob Miller

Title: Member

Date: 10/21/19

Carolina Village NC, LLC

By: 

Name: Bob Miller

Title: Member

Date: 10/21/19

Envirolink, Inc.

By: _____

Name: Michael J. Myers

Title: President

Date: _____

SIGNATURE PAGE FOLLOWS ON NEXT PAGE

Equity First, LLC

By: _____

Name: _____

Title: _____

Date: _____

CV-WWT, LLC

By: _____

Name: _____

Title: _____

Date: _____

Carolina Village NC, LLC

By: _____

Name: _____

Title: _____

Date: _____

Envirolink, Inc.

By:  _____

Name: Michael J. Myers

Title: President

Date: 10-28-19 _____

SIGNATURE PAGE FOLLOWS ON NEXT PAGE

Currituck Water & Sewer, LLC

By: 

Name: Michael J. Myers

Title: Chairman

Date: 10-21-19

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EXHIBIT A
Description of Owner Facilities

Carolina Village Water System

1. Three wells, all constructed around 1970:
 - a. 124 feet deep; 4-inch casing; 20-foot screen; rate is approximately 40 gpm.
 - b. 114 feet deep; 4-inch casing; 20-foot screen; rate is approximately 52 gpm.
 - c. 116 feet deep; 4-inch casing; 20-foot screen; rate is approximately 72 gpm.
2. One 100,000-gallon ground storage tank.
3. Booster pump building with transfer pumps and chemical injection.
4. One 5,000-gallon hydro-pneumatic tank.
5. Water mains (all PVC):
 - a. 2-inch: 3,500 LF
 - b. 4-inch: 9,610 LF
 - c. 6-inch: 4,620 LF
6. 184 active service connections; 441 total.

Carolina Village Sewage Collection and Treatment System:

1. Gravity Sewer (installed as vitrified clay):
 - a. 4-inch: 33,075 LF
 - b. 6-inch: 4,367 LF
 - c. 8-inch: 14,281 LF
2. 88 Manholes
3. Four Lift Stations, all equipped with 5 hp pumps.
4. Force Mains (assumed to be PVC):
 - a. 4-inch: 2,388 LF
 - b. 6-inch: 3,565 LF
5. 40,000 gallon per day wastewater treatment facility:
 - a. Equalization facility
 - b. Concrete extended aeration facility:
 - i. Aeration
 - ii. Clarification
 - iii. Filtration
 - iv. Sludge holding
 - v. Effluent pumping
 - vi. Generator with Automatic Transfer Switch
 - c. Temporary Irrigation areas
 - d. Property associated with existing and future wastewater treatment

Exhibit B

Envirolink Scope of Services

Envirolink agrees to act and provide certain utility operation, management and maintenance services for the facilities as described below. Pursuant to Article 18, any changes in the Scope of Services that cause an increase in Envirolink's costs and/or increases the time required for, or the nature of performance of the Scope of Services, an equitable adjustment shall be made to Envirolink's Compensation and Payment. The Scope of Services includes the following:

1. Envirolink will operate, maintain and manage the Carolina Village water and wastewater facilities. The following outlines the services included with the operation, maintenance and management of the District.
 - a. Well System Operation, Maintenance and Management
 - b. Water Distribution System Operation, Maintenance and Management;
 - c. Wastewater Collection System Operation, Maintenance and Management;
 - d. Wastewater Treatment System Operation, Maintenance and Management.
2. Envirolink will pay expenses as required in the performance of these duties, which include:
 - 1) Personnel costs for all staff, including overtime expenses for staff;
 - 2) Vehicles suitable for transporting Envirolink equipment and personnel;
 - 3) Fuel, taxes, tags, maintenance and insurance for Envirolink vehicles;
 - 4) Normal operating supplies -- including tools and general supplies;
 - 5) Laboratory testing for compliance monitoring;
 - 6) Preventive maintenance; and
 - 7) All corrective maintenance.
3. Envirolink will provide back-up and professional support in the area of Utility Services related to functioning as the Operator in Responsible Charge;
4. Envirolink will deal with the public and community groups in a professional manner. Any complaints received by the Owner will be acted upon immediately by Envirolink, and the Owner will promptly inform an Envirolink representative of any complaints and subsequent actions.
5. Envirolink's Manager or appropriate staff will attend meetings with officials of State and Federal Regulatory Agencies, upon request by the Owner.

Operation, Maintenance, and Management of the Wastewater Treatment Plant

Envirolink will operate, maintain, and manage the Wastewater Treatment Plant for the Owner as follows:

- Provide a Primary Operator in Responsible Charge (Grade III or greater with spray irrigation certification);
- Provide a Back-up Operator in Responsible Charge (Grade II or greater with spray irrigation certification);
- 24 hour, seven days a week on call emergency response;
- Attendance at regulatory agency inspections and meetings;

- Coordination with North Carolina regulatory agencies regarding the operation of the wastewater treatment plant;
- Monitor and record key operational control parameters;
- Monitor inventory levels of parts and supplies and coordinate replenishment;
- Maintain an operator log that records all operational adjustments and maintenance activities;
- Preparation of a wastewater performance annual report;
- Notify the Owner of any permit violations, specific equipment issues or capital requirements immediately upon discovery. Envirolink will indicate the reason for the violation or problems and provide an opinion of options and recommendation based on its experience in managing utilities;
- Envirolink will be responsible for the cost associated with providing power for the Facilities;
- Lubricate equipment as needed;
- Coordinate and Execute Preventive Maintenance Activities
- Coordinate Corrective Maintenance Activities
- Execute Corrective Maintenance Activities.
- Test audio-visual alarms and telemetry;
- Respond to customer inquiries concerning the wastewater treatment plant;
- Make all necessary repairs, maintenance, and replacements to the wastewater treatment plant and all facilities related thereto in accordance with Applicable Laws up to the amount of Free Cash; and
- Adjustment to the Wastewater System. No adjustment will be made to the process control of the wastewater system by personnel other than Envirolink employees or its contractors.

Operation, Maintenance, and Management of the Wastewater Collection System:

Envirolink will operate, maintain, and manage the wastewater collection system as follows:

- Provide Primary Operator in Responsible Charge (Grade II);
- Provide Back-up Operator in Responsible Charge (Grade I or greater);
- 24 hour, seven days a week on call emergency response
- Repair and/or unclog sewer lines;
- Repair and/or unclog sewer cleanouts;
- Inspect three lift stations, as required by NCDEQ on at least a weekly basis;
- Respond to sanitary sewer overflows and issue verbal reports within 24 hours and written notification and report to NCDEQ within 5 days;
- Annual visual inspection of collection system and semi-annual inspection of high priority lines;
- Clean lift stations two times per year;
- Clean 10% of the sewer collection system per year;
- Attendance at regulatory agency inspections and meetings;
- Coordination with North Carolina Regulatory agencies regarding the operation of the wastewater system;
- Make all necessary repairs, maintenance, and replacements to the wastewater collection system and all facilities related thereto in accordance with Applicable Laws (up to the point of connection with any home or other building);

- Bi-annual inspection of high priority lines (if any) on the wastewater collection system; and
- Respond promptly including by performing all remedial action necessary (within reasonable time frames, except in the event of an emergency when Envirolink shall respond in accordance with its established procedures) to customer and Owner inquiries concerning the wastewater collection system.

Operation, Maintenance, and Management of the Water Supply Wells and Water Treatment Systems

Envirolink will operate, maintain, and manage the Water Supply Wells for the Owner. The following outlines the services included with the operation, maintenance, and management of the Water Supply Wells and Water Treatment Plant:

- Respond promptly including by performing all remedial action necessary (consistent with Envirolink's standard procedures) to customer and Owner inquiries concerning the water supply wells and the water treatment systems;
- Perform other customer service-related work orders typical of a private utility;
- Make all necessary repairs, maintenance, and replacements to the water supply wells and water treatment systems and all facilities related thereto in accordance with Applicable Laws (up to the point of connection with any home or other building);
- Provide Primary Operator in Responsible Charge (Class C);
- Provide Back-up Operator in Responsible Charge (Class C or greater);
- 24-hour, seven day a week on call emergency response;
- Preparation, coordination and submittal of monthly chlorine and water usage reports;
- Purchase chemicals for use in water treatment;
- Preparation and submittal of the annual consumer confidence report to the Owner;
- Attendance at regulatory agency inspections and meetings;
- Coordination with North Carolina Regulatory agencies regarding the operation of the water system;
- Track compliance monitoring and collect and deliver to a certified laboratory those parameters required according to the North Carolina Public Water Supply Section;
- Monitor and record key operational and process control parameters;
- Monitor inventory levels of chemicals, parts and supplies and replenish;
- Maintain an operator log that records all operational adjustments and maintenance activities;
- Notify Owner of any permit violations or specific equipment issues or capital requirements immediately upon discovery. Envirolink will indicate the reason for the violation or problems and provide an opinion of options and recommendation based on its experience in managing utilities and will undertake approved solutions;
- Inspect the water treatment system components and processes;
- Lubricate equipment as needed;
- Adjustment to the Water System. No adjustment will be made to the process control of the water system by personnel other than Envirolink employees or its contractors.

Operation, Maintenance, and Management of the Water Distribution System

Envirolink will operate, maintain, and manage the water distribution system for the Owner. The following outlines the services included with the operation, maintenance, and management of the water distribution system:

- Respond promptly including by performing all remedial action necessary (within 24 hours or less, except in the event of an emergency when Envirolink shall respond immediately consistent with Envirolink's standard procedures) to customer and Owner inquiries concerning the water distribution system (up to the point of connection with any home or other building);
- Perform other customer service-related work orders typical of a private utility;
- all necessary repairs, maintenance, and replacements to the water distribution system and all facilities related thereto in accordance with Applicable Laws;
- Provide Primary Operator in Responsible Charge (Grade B);
- Provide Back-up Operator in Responsible Charge;
- Perform point repairs on water lines to a depth of 4 feet;
- Provide a certified operator to operate and manage the Owner's water distribution system;
- 24-hour, seven day a week on call emergency response;
- Attendance at regulatory agency inspections and meetings;
- Coordination with North Carolina regulatory agencies regarding the operation of the water system;
- Upon testing of chlorine levels, collect bacteriological samples from the distribution system per the sample site plan and deliver to a certified laboratory for analysis;
- Comply with the requirements of the lead and copper program, including distribution of lead and copper educational material and coordination of lead and copper sampling, as required by North Carolina Public Water Supply Section;
- Collect and deliver to the laboratory samples according the sample site plan for disinfection by-product monitoring as required by the North Carolina Public Water Supply Section;
- Purchase the analytical testing over the term of the Agreement for those parameters required by the North Carolina Department of Environmental Quality. For additional testing above this amount, Envirolink shall receive an equitable adjustment to the Agreement;
- Track compliance monitoring and collect and deliver to a certified laboratory those parameters required according to the North Carolina Public Water Supply Section;
- Monitor and record key operational and process control parameters;
- Monitor inventory levels of chemicals, parts and supplies and coordinate replenishment;
- Maintain an operator log recording all operational adjustments and maintenance activities;
- Notify the Owner of any permit violations or specific equipment issues or capital requirements immediately upon discovery. Envirolink will indicate the reason for the violation or problems and provide an opinion of options and recommendation based on its experience in managing utilities and will undertake approved solutions;
- Lubricate equipment as needed; and
- Adjustment to the Water System. No adjustment will be made to the process control of the water system by personnel other than Envirolink employees or its contractors, unless approved by Envirolink.

Utility Management Support

Envirolink will provide the following services in providing utility management support:

- Participate in strategic planning and long-term initiative meetings;
- Provide program management for master planning activities related to the Utility Systems;
- Provide program management for water, sewer and stormwater rate review and provide recommendations. Final approval of rate recommendations shall be the responsibility of Owner leaders;
- Develop annual capital and operating and maintenance budgets;
- Monitor and report on future regulatory initiatives and changes that could potentially affect the Owner and its utility systems;
- Identify system deficiencies;
- Provide program management for capital and engineering activities related to the Utility activities;
- Provide program management for utility construction standards, including maintenance, management and enforcement of standards once developed, but does not include the initial development of utility standards;
- Attend meetings, such as, but not limited to, budget, pre-design meetings, design charrettes, preconstruction meetings, construction meetings, and partnering meetings;
- On behalf of Owner, coordinate activities related to the Special Order by Consent.

Other responsibilities:

Envirolink will provide the other following services:

- Provide all services required of a utility operate under Applicable Laws;
- Shut off end user customers for non-payment, all subject to Applicable Laws;
- Turn on customers after the Owner has received payment;
- All utilities including water, sewer, electricity, and telecommunications services;
- Emergency power generation;
- Rehabilitative and correction of substandard conditions are the responsibility of the Envirolink.
- Envirolink agrees to maintain a spare parts inventory and pay for all upgrades and modifications required by State or Federal regulatory agencies.
- If applicable, Envirolink will enter into a separate lease agreement covering the use of Owner equipment.

EXHIBIT C
Owner Responsibilities

- Respond to customer inquiries concerning the water distribution system, directing inquiries to Envirolink, as necessary;
- Perform other customer service-related work orders typical of a private utility, directing inquiries and orders to Envirolink, as necessary;
- Maintain an employee to act as a contracting officer representative responsible for coordinating operational matters and quality assurance for the services provided by Envirolink;
- Maintain an employee to act as a contracting officer responsible for rendering decisions that affect pricing or contract terms. No oral or written statements of any unauthorized person(s) shall modify or otherwise affect the terms, conditions, Scope of Work, or drawings of the contract or contract. All modifications to the contract must be in writing by the contracting officer;
- Owner will maintain all permits and licenses by NCDEQ for both the water and wastewater treatment facilities, but Envirolink will coordinate activities to maintain such permits and licenses.
- The Owner shall grant access and use of utility equipment as may be necessary for the operation and maintenance of the Owner Facilities in accordance with the Agreement terms.
- Maintain all easements, licenses, and equipment warranties for the mutual benefit of both the Owner and Envirolink
- If applicable, Owner will enter into a separate lease agreement covering the use of Owner equipment.

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Apr 25 2024

EXHIBIT D
Pricing

1. MONTHLY OPERATING FEE

a) Owner shall pay Envirolink a Monthly Fee according to the following schedule:

Pay \$60 per month for a minimum of 159 homes, and \$70 per month for each occupied home with respect to which Owner CVNC receives a rent payment for each home over the total number of 159 homes which is occupied and for which Owner CVNC receives a rent payment. That is, if 162 homes are occupied and paying rent, then Owner would pay \$60 for 159 homes and \$70 for three homes.

b) This Monthly Fee shall be payable and due monthly thirty (30) days after invoicing. Invoicing is expected to occur on or around the fifteenth of each month for services rendered for the next month.

2. ADJUSTMENTS AND ADDITIONS TO MONTHLY OPERATING FEE

90 days prior to the one-year anniversary of this Agreement, the Parties shall mutually agree to adjust the Monthly Fee in paragraph 1 above to account for unrecovered expenses exceeding operating revenues, not to exceed a 10% increase in the Monthly Fee.

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Apr 25 2024

W-1333, Sub 5
Myers Exhibit 4
PUBLIC

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Apr 25 2024

REDACTED

**MYERS EXHIBIT 4
FILED UNDER SEAL**

Progressive Design-Build Agreement for Water and Wastewater Projects

This Progressive Design-Build Agreement has been developed in conjunction with and endorsed by the Water Collaborative Delivery Association.





Design-Build Institute of America - Contract Documents
LICENSE AGREEMENT

By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.

- 1. License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Construction Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased, or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
- 2. User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
- 3. Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.
- 4. Transfers.** You may not transfer possession of any copy, modification or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
- 5. Term.** This form is provided to the Water Collaborative Delivery Association (WCDA) under license from DBIA. The license grants WCDA the right to provide this form to WCDA members at no cost. DBIA may elect to terminate the license by written notice to WCDA and/or WCDA members if either party fails to comply with any term or condition of this Agreement.
- 6. Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error-free.
- 7. Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty," which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 8. Acknowledgement.** You acknowledge that you have read this agreement, understand it, and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.



Progressive Design-Build Agreement for Water and Wastewater Projects

*This document has important legal consequences. Consultation with
an attorney is recommended with respect to its completion or modification.*

This **AGREEMENT** is made as of the 15th of March in the year of 2024, by and between the following parties, for services in connection with the Project identified below:

OWNER:

Currituck Water & Sewer, LLC
4700 Homewood Ct., Suite 108
Raleigh, North Carolina 27609

DESIGN-BUILDER:

ELJ, Inc.
133 Batting Cage Trail
Jacksonville NC 28540
Phone: 910-347-9010

PROJECT:

Eagle Creek WWTP, RCW Return, Irrigation Upgrades
Carolina Village WWTP & Collection System Upgrades
Eagle Creek Collection System Replacement
Carolina Village Water System Modifications
Moyock, North Carolina

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Design-Builder's Services and Responsibilities

1.1 General Services.

1.1.1 Owner shall provide Design-Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project as set forth in **Exhibit C. Owner's Project Criteria** shall include Owner's use, space, price, time, site, performance and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications and other technical materials and requirements prepared by or for Owner.

1.1.2 If Owner's Project Criteria have not been developed prior to the execution of this Agreement, Design-Builder will assist Owner in developing Owner's Project Criteria, with such service deemed to be an additional service for which additional compensation shall be paid by Owner to Design-Builder. If Owner has developed Owner's Project Criteria prior to executing this Agreement, Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria.

1.2 Phased Services.

1.2.1 **Phase 1 Services.** Design-Builder shall perform the services of design, pricing and other services for the Project based on Owner's Project Criteria, as may be revised in accordance with Section 1.1 hereof, as set forth in **Exhibit B, Scope of Services**. Design-Builder shall perform such services to the level of completion required for Design-Builder and Owner to establish the Contract Price for Phase 2, as set forth in Section 1.3 below. The Contract Price for Phase 2 shall be developed during Phase 1 on an "open-book" basis. Design-Builder's Compensation for Phase 1 Services is set forth in Section 6.0 herein. The level of completion required for Phase 1 Services is defined in **Exhibit B, Scope of Services** (either as a percentage of design completion or by defined deliverables).

1.2.2 **Phase 2 Services.** Design-Builder's Phase 2 services shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing and commissioning of the Project, and the provision of warranty services, all as further described in the Contract Price Amendment. Upon receipt of Design-Builder's proposed Contract Price for Phase 2, Owner may proceed as set forth in Article 1.3.

1.3 Proposal. Upon completion of the Phase 1 Services and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Proposal") for the completion of the design and construction for the Project for the Contract Price, which may be based on Lump Sum or Design-Builder's Fee and Cost of the Work with an option for a Guaranteed Maximum Price (GMP).

1.3.1 The Proposal shall include the following unless the parties mutually agree otherwise:

1.3.1.1 The Contract Price that may be based on a Lump Sum or Design-Builder's Fee and Cost of the Work, with an option for a GMP, which shall be the sum of:

- i Design-Builder's Fee as defined in Section 6.4.1 hereof;
- ii The estimated Cost of the Work as defined in Section 6.5 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.6.2 hereof; and

- iii If applicable, any prices established under Section 6.1.3 hereof;
- 1.3.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the Proposal;
- 1.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;
- 1.3.1.4 The Scheduled Substantial Completion Date upon which the Proposal is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;
- 1.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;
- 1.3.1.6 If applicable, a schedule of alternate prices;
- 1.3.1.7 If applicable, a schedule of unit prices;
- 1.3.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the Proposal, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);
- 1.3.1.9 If applicable, a Savings provision;
- 1.3.1.10 If applicable, Performance Incentives;
- 1.3.1.11 The time limit for acceptance of the Proposal; and
- 1.3.1.12 An Owner's permit list, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain.
- 1.3.2 Review and Adjustment to Proposal.
 - 1.3.2.1 After submission of the Proposal, Design-Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Proposal.
 - 1.3.2.2 Acceptance of Proposal. If Owner accepts the Proposal, as may be amended by Design-Builder, the Contract Price and its basis shall be set forth in an amendment to this Agreement, when mutually agreed between the parties (Contract Price Amendment). Once the parties have agreed upon the Contract Price and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Services, all as further described in the Contract Price Amendment, as it may be revised.
 - 1.3.2.3 Failure to Accept the Proposal. If Owner rejects the Proposal, or fails to notify Design-Builder in writing on or before the date specified in the Proposal that it accepts the Proposal, the Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

- i Owner may suggest modifications to the Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 1.3.2.3 above;
- ii Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1.2 hereof without a Contract Price, in which case all references in this Agreement to the Contract Price shall not be applicable; or
- iii Owner may terminate this Agreement for convenience in accordance with Article 8 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (a) continue with the Work as if Owner had elected to proceed in accordance with Section 1.3.2.4 ii. above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work; (b) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof; or (c) may give written notice to Owner that it considers this Agreement completed. If Owner fails to exercise any of the options under Section 1.3.2.4 within ten (10) days of receipt of Design-Builder's notice, then this Agreement shall be deemed completed. If Owner terminates the relationship with Design-Builder under Section 1.3.2.4(iii), or if this Agreement is deemed completed under this paragraph, then Design-Builder shall have no further liability or obligations to Owner under this Agreement.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Agreement Between Owner and Design-Builder* (2022 Edition) ("General Conditions of Contract");

2.1.2 The Contract Price Amendment referenced in **Section 1.3.2.2** herein or the Proposal accepted by Owner in accordance with **Section 1.3** herein;

2.1.3 This Agreement, including all exhibits (list for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the Contract Price Amendment;

2.1.4 The General Conditions of Contract;

2.1.5 Construction Documents prepared and approved in accordance with **Section 1.4** of the General Conditions of Contract;

2.1.6 **Exhibit B**, Scope of Services and **Exhibit C**, **Owner's Criteria**

2.1.7 The following other documents, if any: None

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, at the time of acceptance of the Proposal by Owner in accordance with Section 1.3 hereof, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement, or if applicable, prior to Owner's acceptance of the Proposal.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts or ambiguities between or among the Contract Documents are discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. (Note, the parties are strongly encouraged to establish in the Contract Price Amendment or Proposal (as applicable) the priority of the various documents comprising such exhibit or proposal.)

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder is entitled to reasonably rely on the accuracy of the information represented in the design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any design performance specifications; and (b) Design-Builder shall be entitled to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Design-Builder's transfer of License upon Project Completion and Payment in Full to Owner. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall convey to Owner complete and unconditional ownership of the facilities to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on Owner's obligation to provide the indemnity set forth in Section 4.5 herein.

4.3 Conveyance upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder

elects to terminate this Agreement in accordance with **Section 11.4** of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, convey to Owner complete and unconditional ownership of the facilities to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in **Section 4.2** above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on Owner's obligation to provide the indemnity set forth in **Section 4.5** herein, and

4.3.2 Owner and Design-Builder agree that no additional compensation shall be warranted for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with **Section 4.2** if Owner resumes the Project through its employees, agents or third parties.

4.4 Conveyance upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to **Section 11.2** of the General Conditions of Contract, then Design-Builder agrees to convey to Owner complete and unconditional ownership of the facilities to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. Owner recognizes that in the event of an early termination of the Work, whether for convenience or for cause, Design-Builder will not have the opportunity to finish or to finalize its Work Product. Therefore, if Owner uses the Work Product, in whole or in part, or if Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product, to the fullest extent permitted by applicable law.

Article 5

Contract Time

5.1 Date of Commencement. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Services ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Agreement unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than (180) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date"). The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows: "Substantial Completion is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, and each of the other conditions set forth in the definition of the Construction Financing Rider attached hereto as Exhibit D has been satisfied

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows: (Insert any interim milestones ("Scheduled Interim Milestone Dates") for portions of the Work with different scheduled dates for Substantial Completion.)

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.8 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Design-Builder and Owner have agreed not to provide for liquidated damages in this Agreement for failure of Design-Builder to achieve the Contract Time(s) set forth in this Article 5. Design-Builder understands, however, that Owner may suffer actual damages in the event the Contract Time(s) set forth herein are not achieved. Owner shall be able to recover damages from Design-Builder to the extent it can demonstrate that said actual damages have been incurred, are directly related and caused by Design-Builder's failure to meet the Contract Time(s) set forth herein and are not waived by Section 10.5.1 of the General Conditions of Contract. Notwithstanding the foregoing in no event shall Design-Builder's liability for actual damages for delays exceed actual damages.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving Substantial Completion, Interim Milestone Dates (if any) or Final Completion.

5.6 Owner and Design-Builder agree that the maximum aggregate amount that Design-Builder shall receive as the early Completion Bonus is zero Dollars (\$0.00).

In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall be entitled to an increase in the Contract Price providing that: (i) said events must exceed 3 cumulative days before Design-Builder is entitled to additional compensation; and (ii) said additional compensation shall be limited to:

- the direct costs and expenses Design-Builder can demonstrate it has reasonably actually incurred as a result of such event.

5.7 Owner's Review Time. The parties have established the following maximum and minimum amount of time for Owner to review Design Submissions and the Project Schedule or any updates thereto unless the parties agree in writing otherwise.

5.7.1 Owner shall have a minimum of 10 days of receipt by Owner to review all Design Submissions, the Project Schedule, and any updates thereto.

5.7.2 Owner shall review and (if applicable) provide a response to Design-Builder on all Design Submissions, the Project Schedule and any updates thereto within 10 days of receipt by Owner.

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of detailed in the **Contract Amendment A1** – Phase 1: Eagle Creek Wastewater Treatment Plant, RCW Return Line & Irrigation System Upgrade, Renewal and Replacement, **Contract Amendment B1** – Phase 1 Carolina Village WWTP & WW Collection System R&R, **Contract Amendment C1** – Phase 1 Eagle Creek WW Collection System R&R and **Contract Amendment D1** – Phase 1 Carolina Village Water System R&R and Metering for the Phase 1 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.1.2 For Phase 2 Services, Owner shall pay Design-Builder in accordance with **Article 6** of the General Conditions of Contract a contract price ("Contract Price") equal to the Lump Sum amount set forth in Section 6.2 hereof or in the Contract Price Amendment, or equal to Design-Builder's Fee (as defined in Section 6.4 hereof) plus the Cost of the Work (as defined in **Section 6.5** hereof), subject to any GMP established in Section 6.6 hereof or as set forth in the Contract Price Amendment and any adjustments made in accordance with the General Conditions of Contract.

6.1.3 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis

6.2 Lump Sum. Owner shall pay Design-Builder in accordance with **Article 6** of the General Conditions of Contract the sum of detailed in the **Contract Amendment A2** – Phase 2: Eagle Creek Wastewater Treatment Plant, RCW Return Line & Irrigation System Upgrade, Renewal and Replacement, **Contract Amendment B2** – Phase 2 Carolina Village WWTP & WW Collection System R&R, **Contract Amendment C2** – Phase 2 Eagle Creek WW Collection System R&R and **Contract Amendment D2** – Phase 2 Carolina Village Water System R&R and Metering ("Contract Price") for the Work for Phase 2 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.3 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups to actual cost for overhead and profit shall be allowed on such changes:

6.3.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee not to exceed Ten percent (10%) of the additional costs incurred for that Change Order.

6.3.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

- An amount equal to the sum of: (a) One Hundred percent (100%) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee).

6.4 Design-Builder's Fee.

6.4.1 Design-Builder's Fee shall be:

- Ten percent (10 %) of the Cost of the Work, as adjusted in accordance with Section 6.4.2 below.

6.4.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:

6.4.2.1 or additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of Ten percent (10 %) of the additional Costs of the Work incurred for that Change Order.

6.4.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

An amount equal to the sum of: (a) 100 percent (100%) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee).

6.5 Cost of the Work.

6.5.1 The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.5.1.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site, provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

6.5.1.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

6.5.1.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified and performing the function set forth in this agreement.

6.5.1.4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.5.1.1 through 6.5.1.3 hereof.

6.5.1.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

6.5.1.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

6.5.1.7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of

Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

6.5.1.8 Costs, including transportation, inspection, testing, storage and handling of materials, equipment and supplies incorporated or reasonably used in completing the Work.

6.5.1.9 Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.5.1.10 Costs of removal of debris and waste from the Site.

6.5.1.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.5.1.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

6.5.1.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work.

6.5.1.14 All fuel and utility costs incurred in the performance of the Work.

6.5.1.15 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

6.5.1.16 Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.

6.5.1.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

6.5.1.18 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

6.5.1.19 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

6.5.1.20 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.5.1.21 Accounting and data processing costs related to the Work.

6.5.1.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

6.5.2 Non-Reimbursable Costs. The following shall be excluded from the Cost of the Work:

6.5.2.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.5.1.1, 6.5.1.2 and 6.5.1.3 hereof.

6.5.2.2 Overhead and general expenses, except as provided for in Section 6.5.1 hereof, or which may be recoverable for changes to the Work.

6.5.2.3 The cost of Design-Builder's capital used in the performance of the Work.

6.5.2.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

6.6 The Guaranteed Maximum Price.

6.6.1 Design-Builder guarantees that it shall not exceed the GMP of **Four Million Five Hundred Thousand Dollars and Zero Cents (\$4,500,000.00)**. There shall be no adjustment to the GMP and for the avoidance of doubt, the Design-Builder shall not be due any amounts in excess of the GMP. Documents used as a basis for the GMP shall be identified in the Contract Price Amendment to this Agreement. Design-Builder does not guarantee any specific line item provided as part of the GMP and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents

6.6.2 The GMP includes a Contingency in the amount of Three Hundred Eight Thousand Dollars and Zero Cents (\$308,000.00) which is available for Design-Builder's use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. Upon mutual agreement between Design-Builder and Owner, the Contingency may be available to Owner for changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide to Owner for approval notices of all anticipated charges against the Contingency and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

6.6.3 Savings.

6.6.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.3 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:

- One Hundred percent (100 %) to Design-Builder.

6.6.3.2 Savings shall be calculated and paid as part of Final Payment under Section 7.4 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.

6.7 Allowance Items and Allowance Values.

6.7.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Contract Price Amendment or the Proposal.

6.7.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.7.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advance authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.7.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and Fee, are deemed to be included in the original Contract Price, and are not subject to adjustment notwithstanding the actual amount of the Allowance Item.

6.7.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.7.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.8 Performance Incentives.

6.8.1 Owner and Design-Builder have agreed there are no performance incentive arrangements.

6.9 Conditions Precedent Owner shall be obliged to fulfill Owner's obligation, in accordance with the terms hereof only if each of the following conditions has been satisfied in full at or before the issuing a Notice to Proceed, unless waived in whole or in part in Owner's sole discretion:

6.9.1 Approval by Owners Board of Directors;

6.9.2 Ability of Owner to secure or receive for the financing from its lender;

6.9.3 Execution of an Assignment and Assumption Agreement between Owner and Design-Builder for assignment of this Design-Build Agreement;

6.9.4 Execution of an Assignment and Assumption Agreement between Owner and Designer for the assignment of the design;

6.9.5 Conveyance to Owner from Seller (Sandler Utility) via a Bill of Sale the Eagle Creek wastewater conveyance and treatment system;

Article 7

Procedure for Payment

7.1 Payment for Preliminary Services. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder: *(Insert terms.)*

7.2 Contract Price Progress Payments.

7.2.1 Design-Builder shall submit to Owner on the Twenty Fifth (25th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.2.2 Upon receipt and acceptance of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of the Contract, Owner shall make payment within twenty (20) days, after Owner's receipt of funds from its lender, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2.3 If Design-Builder's Fee under Section 6.4 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.3 Retainage on Progress Payments.

7.3.1 Owner will retain Ten percent (10.00%) of each Application for Payment provided, however, that when Substantial Completion of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Work completed early in the Project.

7.3.2 Within fifteen (15) days after Owner's acceptance of Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.4 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Upon receipt and acceptance of each properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) in accordance with Article 6 of the General Conditions of the Contract, Owner shall make payment within twenty (20) days, after Owner's receipt of the funds from its lender, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.5 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of Zero percent (0.00%) per month until paid.

7.6 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, but the composition of such multiplier or markup is not subject to audit. Any lump sum agreed to by Owner and Design-Builder as part of this Agreement is not subject to audit.

Article 8

Termination for Convenience

8.1 If Design-Builder is terminated for convenience pursuant to Section 11.6 of the General Conditions, and the parties have agreed to a payment to Design-Builder in the case of such termination of convenience, Owner shall pay Design-Builder for the following in addition to the amount set forth in Section 11.6.1 of the General Conditions:

- The fair and reasonable sums for overhead and profit on the sum of items set forth in Section 11.6.1 of the General Conditions.

8.2 In addition to the amounts set forth in Section 8.1 above and Section 11.6.1 of the General Conditions, Design-Builder shall be entitled to receive one of the following if the parties agree to an additional payment:

8.2.1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid Zero percent (0%) of the remaining balance of the Contract Price or, if a GMP has not been established, the remaining balance of the most recent estimated Contract Price.

8.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid Zero percent (0.00%) of the remaining balance of the Contract Price or, if a GMP has not been established, the remaining balance of the most recent estimated Contract Price.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *Michael Myers, 919-971-3469, mmyers@envirolinkinc.com*

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *Charles Donnell, 252-235-4900, cdonnell@envirolinkinc.com*

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: [TBD]

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: [TBD]

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

☐ Required ☒ Not Required

Payment Bond.

☒ Required ☐ Not Required

Other Performance Security.

☐ Required ☒ Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: (Insert any additional provisions.)

11.2 Listing of Exhibits and documents incorporated herein:

INDEX TO EXHIBITS

Title	<u>Exhibit</u>
General Conditions DBIA Document No. 535	A
Scope of Services	B
Project Criteria - Eagle Creek WWTP, RCW Return and Irrigation Upgrade	C-A
Project Criteria - Carolina Village WWTP & WW Collection System R&R	C-B
Project Criteria – Eagle Creek WW Collection System R&R	C-C
Project Criteria – Carolina Village Water System Modifications	C-D

Article 12

Limitation of Liability

12.1 Limitation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants, and Subcontractors, surety (if any) and their respective officers, directors, employees and agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract or warranty (express or implied), shall not exceed one hundred percent (100%) of the Contract Price. The parties agree that specific consideration has been given by Design-Builder for this limitation and that it is deemed adequate.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

DESIGN-BUILDER:

(Name of Owner)

(Name of Design-Builder)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____

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Contact us



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1001 Pennsylvania Ave. NW, Suite 410
Washington, DC 20004

(202) 682-0110
dbia@dbia.org

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

(Name of Owner)

(Signature)

(Printed Name)

(Title)

Date: _____

DESIGN-BUILDER:

ELJ Inc

(Name of Design-Builder)

[Signature]

(Signature)

Eddie Lee Jones Jr

(Printed Name)

V.P

(Title)

Date: 3/13/2024

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This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Progressive Design-Build Agreement for Water and Wastewater Projects** dated March 15, 2024.

Scope of Services (See also Exhibit C – Owner’s Project Criteria)

Project A1 – Eagle Creek WWTP, RCW Return, Irrigation Upgrades

Project components: Replace existing filters with disk filters. Add blower. Add UV disinfection.

Deliverables:

1. Prepare “Ready for Construction” plans and specifications.
2. Preparation of DEQ minor modification to the existing non-discharge permit ready for the Owner’s signature.
3. Preparation of long lead time orders.
4. Preparation of pricing documents and draw schedule.
5. Preparation of Contract Amendment A2 to DB contract.

Project components: Complete construction of RCW return main.

Deliverables:

1. Prepare “Ready for Construction” plans and specifications in coordination with the developer of the Fost subdivision (who will build the EOP disposal field).
2. Preparation of the DEH EOP permit section related to the return main ready for the developer of the Fost subdivision’s signature.
3. Preparation of pricing documents and draw schedule.
4. Preparation of Contract Amendment A2 to DB contract.

Project components: Replace WWTP bar screen and splitter box and repair control building.

Deliverables:

1. Preparation of pricing documents and draw schedule.
2. Preparation of Contract Amendment A2 to DB contract.

Project components: Upgrade golf course irrigation system and pump station.

Deliverables:

1. Preparation of pricing documents and draw schedule.
2. Preparation of Contract Amendment A2 to DB contract.

Project B1 – Carolina Village WWTP and collection system Upgrades

Project components: Replace existing WWTP with 60,000 gpd treatment plant provided by the Owner and add components to assure it is fully functional. Repurpose existing infiltration basin into an EOP disposal field. Repurpose existing WWTP tankage into flow EQ tanks and sludge holding tanks.

Deliverables:

1. Prepare “Ready for Construction” plans and specifications.
2. Preparation of the DEH EOP permit.
3. Preparation of long lead time orders.
4. Preparation of pricing documents and draw schedule.
5. Preparation of Contract Amendment B2 to DB contract.

Project components: Renew four existing lift stations (pumps and panels have been procured by the Owner). Raise one manhole and realign adjacent sewer mains.

Deliverables:

1. Preparation of pricing documents and draw schedule.
2. Preparation of Contract Amendment B2 to DB contract.

Project C1 – Eagle Creek Collection System replacement

Project components: Install low pressure sewer system (100% or partial). Rehabilitate existing vacuum sewer system (100% or partial).

Deliverables:

1. Prepare “Ready for Construction” plans and specifications (low pressure installation only).
2. Preparation of DEQ modification to the existing non-discharge permit ready for the Owner’s signature (low pressure installation only).
3. Preparation of long lead time orders.
4. Preparation of pricing documents and draw schedule.
5. Preparation of Contract Amendment C2 to DB contract.

Project D1 – Carolina Village Water System Modifications

Project components: Demolish and remove ground storage tank. Decommission booster pumps. Rebuild well house and valve bank. Modify hydropneumatic tank and piping. Remove fire hydrants.

Deliverables:

1. Prepare “Ready for Construction” plans and specifications.
2. Preparation of PWS permitting documents ready for the Owner’s signature.
3. Preparation of pricing documents and draw schedule.
4. Preparation of Contract Amendment D2 to DB contract.

Project components: Install meters at service connections.

Deliverables:

1. Preparation of pricing documents and draw schedule.
2. Preparation of Contract Amendment D2 to DB contract.

This is **EXHIBIT C**, consisting of 15 pages, referred to in and part of the **Progressive Design-Build Agreement for Water and Wastewater Projects** dated March 15, 2024.

Project Requirements and Process

In performance of the contract between Owner and Design-Builder, the Design-Builder shall incorporate the following provisions and processes:

Part C-A – Eagle Creek WWTP, RCW Return & Irrigation Upgrades

Project Understanding & Design Criteria

A. Project Description:

1. The project includes the renewal/replacement of the headworks, repair of the clarifier arm and upgrade of a permitted 175,000 gpd reclaimed water generation facility utilizing a dedicated reclaimed water irrigation system and high-rate infiltration to 350,000 gpd. The current facility consist of 89,782 gallon flow equalization basin with two 243 gallon per minute (GPM) pumps and served by a 310 cubic feet per minute (CFM) blower; a manual bar screen; a flow splitter box; two 225,000 gallon aeration basins (consisting of a 50,000 gallon section and a 175,000 gallon section); a 148,250 gallon clarifier; a 28,220 gallon clarifier; a 37,000 gallon aerated sludge holding tank served by two 1,000 CFM blowers; a 15 cell travelling bridge filter with a total area of 135 square feet (ft²); an ultraviolet (UV) disinfection unit; a 30,080 gallon effluent dosing tank with two 608 GPM pumps and high-water alarms; approximately 450 linear feet (LF) of 10-inch force main; a stand-by generator with automatic transfer switch; a turbidimeter; a flow meter; and all associated piping, valves, controls, and appurtenances;

In addition, the existing facility includes high-rate infiltration system consisting of: a 5.5 million gallon (MG) high-rate infiltration basin (in lieu of a 5-day upset pond); and all associated piping, valves, controls and appurtenances.

The existing irrigation system consists of a pump station with controls and 528 irrigation heads that irrigate the Eagle Creek golf course.

The purpose of the RCW return line is to connect the WWTP reclaimed water treatment system with a disposal field in the Fost neighborhood that will be permitted as an EOP. The return line has been partially constructed and the remainder will need to be designed and permitted using the DEH EOP protocol.

2. **Upgrades:** The project includes the initial upgrades to the facility required to expand the previously permitted capacity of the treatment facility from 175,000 gpd to 350,000 gpd. These include:
 - a. The addition of a 2,000 cfm blower: Kaeser FB 791C or substitution to Kaeser HBS1600 or 90b 175 hp Kubisek Blower with stainless steel enclosure;
 - b. The addition of 213 ft² tertiary traveling bridge filter. This will be replaced by a Aqua MiniDisk® Cloth Filter model ADFSP-11x4E-PC or equivalent;

- c. Installation of an additional Ultra-violet disinfection unit and concrete channel. Trojan UVSigna, Trojan UV 3000PTP or equivalent;
 - d. Upgrade of the irrigation system pump station with a 1,000 gpm, 110 psi MCI package pump station or equivalent equipped with OSMA control and data acquisition system. Irrigation heads will be replaced with Toro Flex 800 irrigation heads with zone control via OSMAC satellite 64 stations.
 - e. Completion of construction of a 6-inch reclaimed water return line from the Eagle Creek subdivision to the Fost subdivision to provide reclaimed water to an EOP system built by others.
3. **Renewal and Replacements:** The project includes replacement of the exiting headworks with meeting the following requirements:
- a. Headworks Replacement
 - 1. Material: 316 Stainless Steel
 - 2. Spacing: 1" or less
 - b. Clarifier Repair: Drain, inspect and repair the clarifier drive arm
 - c. WWTP exterior painting: MasticGrip 2500: Surface-tolerant, aluminum flake-filled mastic epoxy. Design-Builder to offer options and Owner to select;
 - d. Operation Building Modifications:
 - 1. Exterior: Replacement of roofing shingles, including replacement of deteriorated fascia boards, or subsurface boards;
 - 2. Motor Control Center: Inspect and recommend future improvements to the MCC Center
 - 3. Electrical: Inspect and recommend future improvement to facility electrical wiring;

B. Site Information

- 1. The WWTP is designed for a 350,000 gpd activated sludge extended aeration wastewater treatment plant to include the following specific provisions. The WWTP is designed to meet the following effluent standards

<i>Parameter</i>	<i>Monthly Average</i>	<i>Daily Maximum</i>	<i>Units</i>
<i>5-Day Biochemical Oxygen Demand</i>	8	15	mg/L
<i>TSS</i>	3	10	mg/L
<i>Ammonia</i>	3	6	mg/L
<i>Fecal coliform</i>	14	25	#/100 ml
<i>Turbidity</i>		10	NTU

2. The wastewater treatment design currently includes the following:
3. Continuous on-line monitoring and recording for turbidity or particle count and flow shall be provided prior to storage, distribution, or utilization of reclaimed water.
4. Back up power with a Automatic Transfer Switch and monitored via SCADA.
5. The Design-Builder shall not interrupt treatment during construction for periods greater than _4 hours and shall demonstrate available means of storage in order to ensure no interruption of services.
6. All instrumentation, metering, data acquisition, and supervisory control and data acquisition shall conform to the Currituck Water & Sewer's SCADA requirements.
7. The existing tankage shall be utilized and the foot print of the existing plant shall not be increased or substantially modified.
8. Attachments:

Part C-B – Carolina Village WWTP and Collection System Upgrades, Modifications and Renewals

Project Understanding & Design Criteria

A. Project Description:

1. The project includes the conversion of the existing wastewater treatment system and incorporation of a new 60,000 gpd MBR wastewater treatment facility, provided by Owner. The current facility consist of 25,000 gallon flow equalization basin with two 375 cfm blowers serving the to be repurposed aeration tanks; two tertiary filters with two 52 gpm dosing pumps and two 294 gpm backwash pumps; two tablet chlorinators; a 5,000 gallon aeration sludge holding tank an auxiliary standby generator; a 4.36 MG storage lagoon and open channel flow meter, high-rate infiltration pond and all associated piping, valves, controls, and appurtenances; The project includes the installation of a 60,000 gpd wastewater treatment facility with tie-in to the existing equalization basin, supplying and installing two UV disinfection units, turbidimeter with tie to the existing 4.36 MG storage lagoon.

The existing facility includes a partially constructed high-rate infiltration system consisting of: a 0.29 acre high-rate infiltration basin with a loading rate of 2.37 gpd/ft². In order to complete construction of the high-rate infiltration basin requires installation of groundwater lowering system with approximately 1,373 lf of 4" PVC pipe, six 10.04 gpm pumps and three flow meters; a 3,220 gallon settling pond and all associated piping, valves, controls, and appurtenances. The project requires coordination with the local power provider for extension of power to the infiltration basin.

In addition, the project includes rehabilitation of four 5 hp duplex wastewater pump stations with materials provided by owner, and replacement of one 4-foot diameter manhole and realignment of adjacent sewer lines.

2. **Equipment:** The project includes the purchase of equipment required to complete construction in accordance with the plans and specifications provided by Owner. These include:
 - a. Installation of an additional Ultra-violet disinfection unit. Trojan UVSigna, Trojan UV 3000PTP or equivalent;
3. **Renewal and Replacements:** The project includes renewal of four wastewater lift stations with new pumps and control panels that have already been purchased and are on site.

B. Project Information

1. The WWTP is designed for a 60,000 gpd activated sludge extended aeration membrane wastewater treatment plant to include the following specific provisions. The WWTP is designed to meet the following effluent standards

<i>Parameter</i>	<i>Monthly Average</i>	<i>Daily Maximum</i>	<i>Units</i>
<i>5-Day Biochemical Oxygen Demand</i>	8	15	mg/L
<i>TSS</i>	15	NA	mg/L
<i>Ammonia</i>	3	6	mg/L
<i>Nitrate Nitrogen</i>	10	NA	mg/L
<i>Total Nitrogen</i>	7	NA	mg/L
<i>Total Phosphorus</i>	3	NA	mg/L
<i>Fecal coliform</i>	14	NA	#/100 ml
<i>Turbidity</i>		10	NTU

2. Back up power with an Automatic Transfer Switch.
3. The Design-Builder shall not interrupt treatment during construction for periods greater than 4 hours and shall demonstrate available means of storage in order to ensure no interruption of services.
4. All instrumentation, metering, data acquisition, and supervisory control and data acquisition shall conform to the Currituck Water & Sewer's SCADA requirements.
5. The existing tankage shall be utilized and the foot print of the existing plant shall not be increased or substantially modified.
6. Attachments: Approved Plans and Specifications, permit,

Part C-C – Eagle Creek Wastewater Collection System Replacement

Project Understanding & Design Criteria

A. Project Description:

The Eagle Creek Community is located in Currituck County, North Carolina, the most northeastern county in State of North Carolina and in close proximity to the Norfolk/Virginia Beach metro area, approximately 20 miles south of Chesapeake, Virginia.

The Eagle Creek wastewater system includes the Eagle Creek community [440 single family homes], a golf course and the Moyock Middle School. The wastewater system has come under scrutiny due to poor service from the vacuum collection system. The vacuum sewer collection system has never functioned properly and requires replacement or significant improvement

The project includes the replacement of all or a portion of the existing vacuum sewer system with a low-pressure sewer collection system. Currently, the existing sewer collection system includes a valve pit serving two homes. Each valve pit will be replaced by two grinder pump stations and tied into low pressure sewer mains that convey wastewater to the treatment facility.

C. Project requirements

1. The Design-BUILDER shall not interrupt service to any dwelling for periods greater than 4 hours and shall demonstrated available means of storage in order to ensure no interruption of services.
2. No service shall be interrupted without prior notice to each home owner. Notice to each home owner shall be provided a minimum 2 days in advance of any planned service interruption.
3. No equipment is to be staged in the street;
4. No trees or landscaping appurtenances are to be removed without written consent of the homeowner. Each written consent shall be provided to Owner.
5. All locates are to be completed prior to any excavation;
6. Any excavation on golf course property shall minimize disruption to the golf course and shall be restored to like conditions;
7. Tie in of grinder pumps shall be to homeowner's breaker box. This may require upgrade to power breaker boxes.
8. Before and after photos are required.
9. All excavations are to be closed daily;
10. All equipment shall be staged at the Eagle Creek Wastewater treatment facility when not in use;

Part C-D – Carolina Village Water System Modifications

Project Understanding and Design Criteria

A. Project Description:

The Carolina Village Water System currently consists of 2 groundwater wells, a 10' by 12' well house, a 27-foot diameter ground storage tank, a booster pump station, a 5,000 gallon hydropneumatic tank, 2-in, 4-in and 6-in water mains, fire hydrants and 184 service connections.

The project includes:

- Demolition and removal of the ground storage tank
- Removal of the booster pumps and re-piping of the system
- Renovation of the well house to meet CWS standards
- Renovation of the 5,000 gallon hydropneumatic tank to meet CWS standards
- Removal of fire hydrants
- Installation of 124 meter boxes, meter setters and meters

General Owner's Site and Project Requirements

- A. Neither Design-Builder nor vendors shall have access to data after the plant has been commissioned without specific authorization by Currituck Water & Sewer. Said access will be authorized for each occurrence.
- B. The Owner shall approve of all specifications for the following
 - a. Blowers – Shall be Kaeser, Kubasek, Roots or equivalent if approved
 - b. Material Specifications shall be approved by the Currituck Water & Sewer, LLC
 - c. Valves shall be approved by the Currituck Water & Sewer, LLC
 - d. Stairs and grating shall be aluminum or Fiberglass; galvanized or carbon steel grating will not be accepted
- C. Site access is limited to Monday through Friday 8:00 am to 5:00 pm unless approved by Owner.
- D. Access to the site shall be coordinated with Owner. Gates shall be closed and locked at all times when Design-Builder is not on site.
- E. Access to the site shall be from Greenview Dr. All Design-Builders, consultants, suppliers, etc. shall use the most direct route from NC 152 to the plant through the route described.
- F. Design-Builder is to direct all communication with the public to Currituck Water & Sewer's, LLC RPR.

Pre-Design Meeting

- A. The Design-Builder shall conduct an initial meeting with Owner to discuss the project requirements contained herein and any other project requirements.

- B. Design-Builder shall come prepared to consult with Owner to define and clarify Owner's requirements for the Specific Project and available data not already provided. A list shall be provided in advance of the meeting.

Final Design & Permit Application

- A. After determination by Owner of the scope, extent, character, or design requirements of Phase 2, including the acceptance of any specific modifications by Owner of a preceding phase or Specific Project, Design-Builder shall:
1. On the basis of the above acceptance, direction, and authorization, prepare final drawings permit application packages for appropriate regulatory agencies, indicating the scope, extent, and character of the work to be performed and furnished by Design-Builder. Specifications will be prepared, where appropriate.
 2. Complete applications for permits forms or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist Owner in consultations with appropriate authorities.
 3. Provide Owner an opinion of the projected project cash flows based on percent complete for each month through project completion. Ensure that project cost already exhausted are identified and reported as appropriate.
- B. Design and Permitting services under the Scope of Services will be considered complete on the date when the permit applications are submitted to Owner for signature.

Preconstruction Deliverables

- A. Prepare and furnish Bidding Documents for review and approval by Owner, its legal counsel, and other advisors, as appropriate, and assist Owner in the preparation of other related documents.
- B. Submit the number of final copies of subcontractor, vendor and supplier Bid Documents and Final Phase 2 Project Construction Cash Flow to Owner within the time period set forth in the Project Schedule.
- C. The number of subcontracts for Work designed or specified by Design-Builder upon which the Design-Builder's compensation has been established is identified in this Agreement.
- D. Solicit and obtain bids and negotiating proposals for the Phase 2 work and, where applicable, maintain a record of prospective bidders to whom bid documents have been issued, attend pre-bid conferences.
- E. Issue addenda as appropriate to clarify, correct, or change the bid documents.
- F. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Design-Builder for those portions of the Phase 2 Work.
- G. In the presence of Owner, open bid and prepare bid tabulation sheets, and consult with Owner in evaluating bids or proposals and in assembling and awarding contracts for the Work.
1. Owner selection criteria is based on Best Value

- H. Provide construction surveys and staking to enable a Design-Builder to perform its work.
- I. Design services under Phase 1 will be considered complete on the date when the Notice to Proceed is issued to the Design-Builders for Phase 2 of the project.

Phase 2 Construction

A. Design-Builder shall:

1. *General Administration of Construction Contract.* Consult with Owner as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Design-Builder as assigned in said General Conditions shall not be modified, except as Owner and Design-Builder may otherwise agree in writing. All of Owner's instructions to Design-Builder will be issued through Owner's Representative, who shall have authority to act on behalf of Owner in dealings with Design-Builder to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. *Resident Project Representative (RPR).* Owner will provide the services of an RPR at the Sites of the Specific Project to assist the Design-Builder and to provide more extensive observation of Design-Builder's work. Duties, responsibilities, and authority of the RPR are as set forth below, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative." The furnishing of such RPR's services will not limit, extend, or modify Design-Builder's responsibilities or authority except as expressly set forth herein.
 - a. Owner will furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Design-Builder in observing progress and quality of the Work. The RPR, assistants, and other field staff herein may provide part time or full time representation as may be required by the Owner. Owner may provide additional RPRs.
 - b. Through such observations of Design-Builder's work in progress and field checks of materials and equipment by the RPR and assistants, both RPR and Design-Builder shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, RPR shall not, during such visits or as a result of such observations of Design-Builder's work in progress, supervise, direct, or have control over Design-Builder's work nor shall RPR have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Design-Builder, for security or safety at the Site, for safety precautions and programs incident to Design-Builder's work in progress, for any failure of Design-Builder to comply with Laws and Regulations applicable to Design-Builder's performing and furnishing the Work, or responsibility for Design-Builder's failure to furnish and perform the Work in accordance with the Contract Documents.
 - c. The duties and responsibilities of the RPR are limited to those of the Owner in the Contract Documents, and are further limited and described as follows:
 1. *General.* RPR is Owner's agent at the Site, will act as directed by and under the supervision of Owner, and will confer with Owner regarding RPR's actions.

RPR's dealings in matters pertaining to the Design-Builder's work in progress shall in general be with Owner and Design-Builder, keeping Owner advised as necessary.

RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Design-Builder.

RPR shall generally communicate with Design-Builder with the knowledge of and under the direction of Owner.

2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Design-Builder and consult with Owner concerning acceptability.
 3. *Conferences and Meetings.* Attend meetings with Design-Builder, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- d. *Liaison*
1. Serve as Owner's liaison with Design-Builder, working principally through Design-Builder's superintendent, and assist in providing information regarding the intent of the Contract Documents.
 2. Assist Owner with Design-Builder when Design-Builder's operations affect Owner's on-site operations.
 3. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- e. *Interpretation of Contract Documents.* Report to Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Design-Builder clarifications and interpretations as issued by Owner.
- f. *Shop Drawings and Samples*
1. Record date of receipt of Samples and approved Shop Drawings.
 2. Receive samples which are furnished at the project site by Design-Builder, and notify Owner of availability of samples for examination.
- g. Advise Owner and Design-Builder of the commencement of any portion of the Work requiring a shop drawing or sample submittal for which RPR believes that the submittal has not been approved by Owner.
- h. *Modifications.* Consider and evaluate Design-Builder's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Owner. Transmit to Design-Builder in writing decisions as issued by Owner.
- i. *Review of Work and Rejection of Defective Work*
1. Conduct on-site observations of Design-Builder's work in progress to assist Owner in determining if the Work is in general proceeding in accordance with the Contract Documents.
 2. Report to Owner whenever RPR believes that any part of Design-Builder's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents, or has been

damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Owner of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

j. Inspections, Tests, and System Start-ups

1. Consult with Owner in advance of scheduled major inspections, tests, and systems start-ups of important phases of the Work.
2. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Design-Builder maintains adequate records thereof.
3. Observe, record, and report to Owner appropriate details relative to the test procedures and systems start-ups.
4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections, and report to Owner.

k. Records

1. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional drawings issued subsequent to the execution of the contract, Owner's clarifications and interpretations of the Contract Documents, progress reports, shop drawing and sample submittals received from and delivered to Design-Builder, and other project-related documents.
2. Prepare a daily report or keep a diary or log book, recording Design-Builder's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Owner.
3. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Design-Builders, subcontractors, and major suppliers of materials and equipment.
4. Maintain records for use in preparing project documentation.
5. Upon completion of the work, furnish original set of all RPR Specific Project documentation to Owner.

l. Payment Requests

1. Review Applications for Payment with Owner for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the Work.

m. Certificates, Operation and Maintenance Manuals

1. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the specifications to

be assembled and furnished by a Design-Builder are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Owner for review prior to payment for that part of the Work.

- n. Completion
1. Participate in a substantial completion inspection, assist in the determination of substantial completion and the preparation of lists of items to be completed or corrected.
 2. Participate in a final inspection in the company of Engineer of Record, and Design-Builder and prepare a final list of items to be completed and deficiencies to be remedied.
 3. Observe whether all items on the final list have been completed or corrected and make recommendations to Owner concerning acceptance and issuance of the Notice of Acceptability of the Work.
3. *Defective Work.* Have authority to disapprove or reject Design-Builder's work while it is in progress if, on the basis of such observations, RPR believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.
4. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. RPR may issue Field Orders authorizing minor variations from the requirements of the Contract Documents up to a maximum amount of \$1,000.00. Field Orders or variations from the Contract Documents in excess of \$1,000.00 shall be approved by the Owner Rep's Contract Administrator through a change order, work change directive or contract amendment.
5. *Change Orders, Work Change Directives and Contract Amendments.* Recommend change orders, work change directives and contract amendments to Owner, as appropriate, and prepare change orders, work change directives and contract amendments, as required.
6. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to shop drawings and samples and other data which Design-Builder is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. RPR has an obligation to meet any Design-Builders submittal schedule that has earlier been acceptable to Owner.
7. *Substitutes and "or-equal."* No substitutes or "or-equal" will be permitted without Owner approval. RPR shall assist Owner in evaluating and determining the acceptability of substitute or "or-equal" materials and equipment proposed by Design-Builder.
8. *Inspections and Tests.* Require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by laws and regulations or the Contract Documents. RPR's review of

such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Owner shall be entitled to rely on the results of such tests.

9. Resident Project Representative shall not:
 - a. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b. Undertake any of the responsibilities of a Design-Builder, subcontractors, suppliers, or a Design-Builder's superintendent.
 - c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Design-Builder's work unless such advice or directions are specifically required by the Contract Documents.
 - d. Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of Design-Builder.
 - e. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Owner.
 - f. Accept shop drawing or sample submittals from anyone other than Design-Builder.
 - g. Authorize Owner to occupy the Project in whole or in part.
10. Reports
 - a. Furnish to Owner's RPR periodic reports as required of progress of the Work and of Design-Builder's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - b. Draft and recommend to Owner's RPR proposed change orders, work change directives, and field orders. Obtain backup material from contractors.
 - c. Furnish to Owner copies of all inspection, test, and system startup reports.
11. Immediately notify Owner's RPR of the occurrence of any site accidents, emergencies, acts of God endangering the work, damage to property by fire or other causes, or the discovery of any constituent of concern.
12. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified.
13. *Pre-Construction Conference.* Participate in a pre-construction conference prior to commencement of Work at the Site.
14. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Owner's judgment are necessary to enable Design-Builder to proceed.

15. *Visits to Site and Observation of Design-Builder and Subcontractors.* In connection with observations of work in progress make visits to the site at intervals appropriate to the various stages of construction, as Owner deems necessary, in order to observe as an experienced and qualified professional the progress and quality of the work. Such visits and observations by the Owner, if any, are not intended to be exhaustive or to extend to every aspect of the work in progress or to involve detailed inspections of the work in progress beyond the responsibilities specifically assigned in the Task Order and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on Owner's judgment. Based on information obtained during such visits and such observations, Owner will determine in general if Design-Builder's work is proceeding in accordance with the Contract Documents, and RPR shall keep Owner informed of the progress of the work.
- a. The purpose of Owner's visits to the site of the Project, will be to enable Owner to better carry out the duties and responsibilities assigned to and undertaken by Owner during Phase 2, and, in addition, by the exercise of Owner's efforts as an experienced and qualified operator and to provide for Owner a greater degree of confidence that the completed work will conform in general to the Contract Documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Design-Builder. Owner shall not, during such visits or as a result of such observations of Design-Builder's work in progress, supervise, direct, or have control over the work, nor shall Owner have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Design-Builder, for safety precautions and programs incident to the Work, or for any failure of Design-Builder to comply with Laws and Regulations applicable to Design-Builder's furnishing and performing the work. Accordingly, Owner neither guarantees the performance of any Design-Builder nor assumes responsibility for any Design-Builder's failure to furnish and perform its work in accordance with the Contract Documents.
16. *Disagreements between RPR and Design-Builder.* Owner shall render formal written decisions on all claims of RPR and Design-Builder relating to the acceptability of the Work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the Work. In rendering such decisions, Owner shall be fair and not show partiality to RPR or Design-Builder and shall not be liable in connection with any decision rendered in good faith in such capacity.
17. *Design-Builder's Completion Documents.*
- a. Owner shall be permitted to assign any of the Owner Deliverables provided herein and the contract documents to the RPR. Assignment to the RPR does not relieve Design-builder of responsibility for delivering said deliverable to Owner, in a form satisfactory to Owner.
- b. Receive and review maintenance and operating instructions, schedules, and guarantees and transmit those to Owner.
- c. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided herein, and the annotated record

documents which are to be assembled by Design-Builder in accordance with the Contract Documents to obtain final payment.

- d. Record Drawings shall be provided on bond paper and electronic files in pdf and AutoCad format.
- e. Design-Builder shall transmit these documents to Owner.

18. *Substantial Completion.* Promptly after notice from Design-Builder that Design-Builder considers the entire Work ready for its intended use, in company with RPR, Engineer of Record and Design-Builder, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer of Record considers the Work Substantially Complete, Engineer of Record shall deliver a certificate of Substantial Completion to Owner and Design-Builder.

19. *Final Notice of Acceptability of the Work.* Conduct a final payment inspection to determine if the completed Work of Design-Builder is acceptable so that Owner may recommend, in writing, final payment to Design-Builder. Accompanying the recommendation for final payment, Owner shall also provide a notice ("Notice of Acceptability of Work") that the Work is acceptable to the best of Owner's knowledge, information, and belief.

B. *Duration of Phase 2.* Phase 2 will commence with the execution of the contract amendment and Notice to Proceed for the project or any part thereof and will terminate upon written recommendation for final payment to Design-Builders.

C. Design-Builder shall provide a complete Operation & Maintenance Manual to include the following:

- a. A summary of specific maintenance tasks in excel format based on the following frequencies
 - 1. Daily Tasks
 - 2. Week Tasks
 - 3. Monthly Tasks
 - 4. Quarterly Tasks
 - 5. Semi-Annual Task
 - 6. Annual Task
 - 7. Other Task – Specify Frequency
 - b. Specification for any Supplies required for each of the operation & maintenance tasks specified.
2. Detailed listing for each of the following components that includes pump/blower make, pump/blower model, SSN, year manufactured, horsepower, kw (if applicable), cfm (if applicable), inlet size (if applicable), outlet size (if applicable), motor manufacturer, motor manufacture date, motor SSN, motor make/model, motor voltage, motor amperage, motor phase, ATS make/model, ATS voltage, VFD make, VFD Model, VFD Voltage, VFD Purpose, Paired Equipment ABB & SSN:
- 1. Pumps
 - 2. Blowers
 - 3. Mixers

4. Generators
 5. Automatic Transfer Switch
3. Picture as installed for each of the components
 1. Overall Site Photo
 2. Pumps
 3. Blowers
 4. Diffusers
 5. Scraper Arms
 6. Mixers
 7. Generators
 8. Valves
 9. Instrumentation
 10. Meters
 11. Membranes
 12. Ultra-violet disinfection units
4. A complete Unit Process Analysis (UPA) and Asset Inventory (AI) consistent with Owner's Standard Procedure and Nomenclature in excel format.
 5. Any and all required reports including Hydrogeological or Soil Analysis.



The 419 Group, LLC
PO Box 31418
Myrtle Beach, SC 29588
(843)957-8613
chadsmalley@the419group.com
http://www.the419group.com



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Apr 25 2024

INVOICE

BILL TO

EnviroLink Incorporated
4900 Homewood Court
Suite 108
Raleigh, NC 27609 USA

SHIP TO

EnviroLink Incorporated
8443 Caratoke Highway
Tracy Miller 252.491.5277
Powells Point, NC 27966
USA

INVOICE # 4962

DATE 06/08/2022

DUE DATE 07/08/2022

TERMS Net 30

SHIP DATE	SHIP VIA	TRACKING NO.	FREIGHT TERMS	PURCHASE ORDER
06/07/2022	ESTES	088-806073	PPA	Carolina Village

DESCRIPTION	QTY	RATE	AMOUNT
HOMAMS434-1-180-5.1 T/C HOMA AMS434-1-180-5.1 T/C 5.1hp 230/1 30' cords - 4" ANSI discharge - (cap kit for installation in existing control pane)	9	6,123.00	55,107.00T
HOM7321215K HOMA 7321215K 3/4" Ring Stand	9	0.00	0.00
HOMS/N Serial Number - 679952, 679953, 668324, 679955, 679956, 679957,679959, 679958, 668325	1	0.00	0.00

Thank you for your business!

SUBTOTAL	55,107.00
TAX (6.75%)	3,719.72
SHIPPING	1,087.66
TOTAL	59,914.38
BALANCE DUE	\$59,914.38



W-1333, Sub 5
Myers Exhibit 6

Invoice

349-E Water Plant Rd
Manteo, NC 27954

Date	Invoice #
9/7/2022	13798

Bill To
Envirolink 4700 Homewood Ct Suite 108 Raleigh, NC 27609

Service Address
Carolina Village Trailer Park Moyock, NC

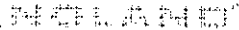
OFFICIAL COPY
Apr 25 2024

				Terms	Due on receipt
Item	Quantity	Description		Rate	Amount
Materials	1	Wastewater Panels purchased from DSI by Ace Mechanical OBX for Envirolink's property Carolina Village, reimbursed at cost. This invoice is due upon receipt. Contract		34,537.82	34,537.82
				0.00%	0.00
Phone #	252-473-5063	E-mail	acemechanicalobx@yahoo.com	Total \$34,537.82	

Payment is due within 30 days of invoice date.
All overdue invoices will be charged a 12% late fee.
Credit cards are accepted with a 4% processing fee.

Payments/Credits	\$0.00
Balance Due	\$34,537.82

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[illegible]

Apr 25 2024



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Apr 25 2024















 **United Rentals®**

1-800-UR-RENTS

MQ POWER

25

**DANGER
HIGH VOLTAGE**

NOTE
The nameplate on the generator set
must be visible at all times.
An electrical safety label is provided
on the generator set.

NECA
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION
SAFETY LABEL

CAUTION
DO NOT RE-ENTER UNTIL
ALL POWER IS SHUT OFF

FUEL
DRAIN PLUG ↓

WARNING
Read and understand all instructions and warnings before operating this equipment. Failure to follow instructions may result in injury or death. This equipment is for use by trained personnel only. Do not operate if you are not trained or authorized. Do not touch moving parts. Do not use flammable liquids. Do not use in confined spaces. Do not use near flammable materials. Do not use near power lines. Do not use near water. Do not use near children. Do not use near pets. Do not use near livestock. Do not use near wildlife. Do not use near birds. Do not use near bees. Do not use near wasps. Do not use near ants. Do not use near termites. Do not use near mold. Do not use near mildew. Do not use near bacteria. Do not use near viruses. Do not use near fungi. Do not use near parasites. Do not use near insects. Do not use near plants. Do not use near animals. Do not use near humans. Do not use near the environment. Do not use near the world. Do not use near anything.



EXHIBIT







EXHIBIT

14





PURCHASE



INVOICE #

95-04871

Order Type

New - Off Lot Sale

Date

04/18/2024

Agent

Allan Ham

Invoice from:

Stateline Builders

370 Caratoke Hwy
Moyock, NC 27958
(800) 580-2642

Ship to:

ENVIROLINK INC

NW BACK WOODS RD
MOYOCK, NC 27958
(937) 408-9488
N/A

Dealer:

Stateline Builders of Moyock

370 Caratoke Hwy
Moyock, NC 27958
(252) 435-6118

Description	Quantity	Total
7' A-Frame 12 x 12 Serial Number CS 7 AF-1212-021924-002248 Siding: Sherwin Williams Paint Colors - Stamped Concrete, Trim: Sherwin Williams Paint Colors - Stamped Concrete, Roof: Shingle - Rustic Black	1	\$4,278.00
12' foot loft	1	Included
18x36 Window	1	Included

Stateline Builders and its agents are NOT responsible for permits, setbacks, restrictions, or covenants. PLEASE contact your local codes department or Homeowners Association. It is up to the customer to decide whether ground conditions are suitable for delivery. Stateline Builders is NOT responsible for yard or driveway damage. Free delivery and setup includes ONE TRIP; additional trips may incur CHARGES to the customer. Does not include ground anchors. First 30 miles Free Delivery From Lot Thereafter \$4.00 Per Mile.

I, the customer, have read the disclosure, Terms And Conditions Of Sale, and fully accept the terms provided therein.

Subtotal	\$4,278.00
Taxes	\$288.77
Delivery	FREE

Total **\$4,566.77**

Sign

Date

Amount Due Today **\$2,283.39**

Remaining Balance **\$2,283.38**

OFFICIAL COPY

Apr 25 2024

EXHIBIT
17



EXHIBIT







Bid Proposal for Carolina Village

ENVIROLINK INC

Job Location: Camden, NC

Bid Date: 04/10/2024

Core & Main 3476217

Core & Main

107 Barnhill Rd

Elizabeth City, NC 27909

Phone: 2523317702

Fax: 2523317640

Seq#	Qty	Description	Units	Price	Ext Price
10		LIFT STATION A			
30	2	4 PVC S80 VANSTONE FLG SW SOCKET W/PVC RING 854-040	EA	31.53	63.06
40	2	4X1/8 FLG ACC SET 304SS RR FF GSKT	EA	28.54	57.08
50	40	4 PVC SCH80 PIPE SWB 20'	FT	8.45	338.00
60	2	4 PVC S80 90 HXH 806-040	EA	22.85	45.70
70	2	SPEARS S1720-40 4 PVC UTIL TRUE UNION CHECK VALVE	EA	164.82	329.64
90	1	4X4 PVC S80 TEE HXH 801-040	EA	32.04	32.04
100	2	4 PVC S80 45 HXH 817-040	EA	62.05	124.10
110	1	4 PVC S80 CPLG HXH 829-040	EA	25.17	25.17
120	40	1-1/2 SCH40 304SS PIPE	FT	33.17	1,326.80
130	1	4 RM GRIPRING GRAP-DI ACC FOR C900 AND DIP	EA	78.29	78.29
140	1	4 RM GRIPRING GRAP-IP ACC FOR IPS PIPE	EA	89.49	89.49
160		LIFT STATION B			
180	2	4 PVC S80 VANSTONE FLG SW SOCKET W/PVC RING 854-040	EA	31.53	63.06
190	2	4X1/8 FLG ACC SET 304SS RR FF GSKT	EA	28.54	57.08
200	40	4 PVC SCH80 PIPE SWB 20'	FT	8.45	338.00
210	2	4 PVC S80 90 HXH 806-040	EA	22.85	45.70
220	2	SPEARS S1720-40 4 PVC UTIL TRUE UNION CHECK VALVE	EA	164.82	329.64
240	1	4X4 PVC S80 TEE HXH 801-040	EA	32.04	32.04
250	1	4 PVC S80 CPLG HXH 829-040	EA	25.17	25.17
260	40	1-1/2 SCH40 304SS PIPE	FT	33.17	1,326.80
270	1	4 RM GRIPRING GRAP-DI ACC FOR C900 AND DIP	EA	78.29	78.29
280	1	4 RM GRIPRING GRAP-IP ACC FOR IPS PIPE	EA	89.49	89.49
300		LIFT STATION C			
320	2	4 PVC S80 VANSTONE FLG SW SOCKET W/PVC RING 854-040	EA	31.53	63.06
330	2	4X1/8 FLG ACC SET 304SS RR FF GSKT	EA	28.54	57.08
340	40	4 PVC SCH80 PIPE SWB 20'	FT	8.45	338.00
350	3	4 PVC S80 90 HXH 806-040	EA	22.85	68.55
360	2	SPEARS S1720-40 4 PVC UTIL TRUE UNION CHECK VALVE	EA	164.82	329.64
380	1	4X4 PVC S80 TEE HXH 801-040	EA	32.04	32.04
390	2	4 PVC S80 45 HXH 817-040	EA	62.05	124.10
400	1	4 PVC S80 CPLG HXH 829-040	EA	25.17	25.17
410	40	1-1/2 SCH40 304SS PIPE	FT	33.17	1,326.80
420	1	4 RM GRIPRING GRAP-DI ACC FOR C900 AND DIP	EA	78.29	78.29
430	1	4 RM GRIPRING GRAP-IP ACC FOR IPS PIPE	EA	89.49	89.49
450		LIFT STATION D			



Bid Proposal for Carolina Village

Bid #: 3476217

Seq#	Qty	Description	Units	Price	Ext Price
470	2	4 PVC S80 VANSTONE FLG SW SOCKET W/PVC RING 854-040	EA	31.53	63.06
480	2	4X1/8 FLG ACC SET 304SS RR FF GSKT	EA	28.54	57.08
490	60	4 PVC SCH80 PIPE SWB 20'	FT	8.45	507.00
500	2	4 PVC S80 90 HXH 806-040	EA	22.85	45.70
510	2	SPEARS S1720-40 4 PVC UTIL TRUE UNION CHECK VALVE	EA	164.82	329.64
530	1	4X4 PVC S80 TEE HXH 801-040	EA	32.04	32.04
540	2	4 PVC S80 45 HXH 817-040	EA	62.05	124.10
550	1	4 PVC S80 CPLG HXH 829-040	EA	25.17	25.17
560	40	1-1/2 SCH40 304SS PIPE	FT	33.17	1,326.80
570	1	4 RM GRIPRING GRAP-DI ACC FOR C900 AND DIP	EA	78.29	78.29
580	1	4 RM GRIPRING GRAP-IP ACC FOR IPS PIPE	EA	89.49	89.49
600		ADDITIONAL MISC ITEMS.			
620	4	SPEARS PVC-17-030 PVC CEMENT HEAVY BODY GRAY QUART	EA	33.60	134.40
630	2	SPEARS 68 PURPLE PRIMER QUART	EA	26.35	52.70
640	1	4 MJ L/P SLV C153 IMP	EA	87.76	87.76
650	2	4 RM GRIPRING GRAP-IP ACC FOR IPS PIPE	EA	89.49	178.98
670		FLOATS NEEDED FOR EACH			
680		LIFT STATION. TOTAL OF 20.			
700	20	ANCHSCIE SM30NO MINI-FLOAT NOR MALLY OPEN 30FT CABLE	EA	52.08	1,041.60
				Sub Total	11,600.67
				Freight	250.00
				Tax	783.04
				Total	12,633.71

Branch Terms:

This quote represents our interpretation of the plans & specifications and is offered as an aid to bidding only. Customers should verify all materials & quantities prior to bidding or ordering. Unless otherwise noted, PVC pipe prices are based on availability at the time of shipping. HDPE prices are good for 10 days from quote date and price per foot might be revised if quantity changes. Pricing is subject to change if the scope of the quote is altered, at the discretion of the branch. Special order material or other non-stock items may be non-refundable or subject to a cancellation/restock charge. Special order non-stock items must be shipped to customer within 30 days of receipt by Core & Main.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



Bid Proposal for Carolina Village

OFFICIAL COPY

Apr 25 2024

CUSTOMER

ENVIROLINK INC

STOCK-RALEIGH
12362 OAK AVE
BAILEY, NC 27807
Contact: Donald Feller
(T) (919) 441-2091
dfeller@envirolinkinc.com

Job

Carolina Village
Camden, NC
Camden County
Bid Date: 04/10/2024
Bid #: 3476217

CONTACT

Sales Representative

Bob Snyder
(M) 252-339-1039
(T) 252-331-7702
(F) 252-331-7640
Robert.Snyder@coreandmain.com

Core & Main

107 Barnhill Rd
Elizabeth City, NC 27909
(T) 2523317702

NOTES

The 419 Group, LLC
PO Box 31418
Myrtle Beach, SC 29588
(843)957-8613
chadsmalley@the419group.com
http://www.the419group.com



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Apr 25 2024

Estimate

ADDRESS

EnviroLink Incorporated
4900 Homewood Court
Suite 108
Raleigh, NC 27609 USA

SHIP TO

EnviroLink Incorporated
Carolina Village Pump
Stations

ESTIMATE # 1450

DATE 03/26/2024

EXPIRATION DATE 06/26/2024

SHIP VIA

BW

FREIGHT TERMS

PPA

LEAD TIME

2-3 Days ARo

DESCRIPTION	QTY	NET	TOTAL NET
HOM8604055 8604055 4" Autocoupling series w/elbow, sealing flange, profile gasket, 8732306 Upper SST GR Brkt 304SS 4" ACL 1.5" Pipe for guide rails, Pipe, valves, fittings, etc...not specified in this quote is to be supplied by others.	8	2,364.00	18,912.00T
CONSS140-20-2 SS140-20-2 Type 304 Assembled Chain Kit - (1) 1/4" SST Chain 20' - (2) 5/16" SST Shackles	8	322.00	2,576.00T

SUBTOTAL	21,488.00
TAX (6.75%)	1,450.44
TOTAL	\$22,938.44

Accepted By

Accepted Date

EXHIBIT
21

Wanchese Metal Works LLC

PO Box 665
Wanchese, NC 27981 US
252-982-6567
wanchesemetalworks@gmail.com

INVOICE

BILL TO
ENVIROLINK, INC
C/O Ocean Builders
PO Box 160
Manns Harbor, NC 27953

INVOICE 1305
DATE 07/15/2022
TERMS Due on receipt
DUE DATE 07/15/2022

DESCRIPTION	QTY	RATE	AMOUNT
FABRICATE ALUMINUM PANEL HOODS PER CUSTOMER SPECS	1	10,261.90	10,261.90
2% - Applied on Oct 15, 2022			109.55
2% - Applied on Nov 15, 2022			111.88
Thank you for your business! We accept credit cards, or checks. Checks can be mailed to Wanchese Metal Works PO Box 668 Wanchese, NC 27981 OFFICE 252-982-6567	SUBTOTAL		10,483.33
	TAX		707.62
	TOTAL		11,190.95
	PAYMENT		5,477.29
	BALANCE DUE		\$5,713.66

4% PROCESSING FEE IS APPLIED TO ALL CREDIT CARD TRANSACTIONS

PAST DUE INVOICES ARE SUBJECT TO A 3% LATE FEE

EXHIBIT
22

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Apr 25 2024

Proposal

Discover. Predict. Improve.
www.streametric.io



Version: 1.0

4-16-24

Presented to:

American Pump Repair & Service, INC.
24 S Westside Dr, New Palestine, IN 46163
[\(317\) 861-6791](tel:3178616791)



From:

STREAMETRIC by i2M LLC

STREAMETRIC Proposal



Scope of Supply & Services

Application Services

STREAMETRIC provides turnkey hardware, software, and training for equipment and services for Envirolink.

App Features

- Dashboard - Customizable
- Monitor tags associated with the project.
- Data Logging
- Trends – Real Time & Historical
- Alarms/Notifications – Text or Email
- Data Export
- Reports

Hardware

STREAM-C 16-8-6-4

- Cellular Gateway – Edge Device 2x Ethernet (configurable as LAN & WAN)
- Serial (RS485 and RS232)
- I/O Module 16 Digital Inputs
- 8 Analog Inputs
- 6 Digital Outputs
- 4 Analog Outputs
- NEMA 4X Poly Carbonate Enclosure (14.6"x12.6"x7.22") w/ Mounting Hardware & Back Panel
- 4G Antenna
- Circuit Breaker – 4 amp
- Power Supply w/ UPS (120V AC to 12V DC)
- Battery Backup (12V DC – 15 Hrs.)
- Product Weight: 14.4Lb



STREAM-M 8-8-0-0

- Cellular Gateway – Edge Device 2x Ethernet (configurable as LAN & WAN)
- Serial (RS485 and RS232)
- I/O Module 8 Digital Inputs
- 8 Analog Inputs
-
- NEMA 4X Poly Carbonate Enclosure (14.6"x12.6"x7.22") w/ Mounting Hardware & Back Panel
- 4G Antenna
- Circuit Breaker – 4 amp
- Power Supply w/ UPS (120V AC to 12V DC)
- Battery Backup (12V DC – 15 Hrs.)
- Product Weight: 14.4Lb



Additional Hardware – Optional:

- Current Sensor – 0-50 Amps
- Current Sensor – 0-200 Amps
- Level Transducer – 4-20mA
- Discharge Pressure Sensor 0-100 Psi, 4-20mA output

Installation Services

Installation Scope: (Provided by others w/ STREAMETRICS' remote support)

Software and Cloud Storage

The STREAMETRIC subscription includes all features mentioned above, remote connectivity for online data acquisition, secure cloud storage for historical data. Additionally, 1 year of subscription services is included in the proposal.

Setup, Commissioning and Startup

All hardware and software functionality will be setup, preconfigured, tested, and documented prior to delivery. During startup, STREAMETRIC will provide remote startup, commissioning, and technical support to ensure that all functions are operational.

Training

STREAMETRIC will provide virtual training as needed.

Warranty

All hardware includes a 1-year parts and labor warranty. Please refer to our SaaS (Software as a Service) Agreement for further information.

Pricing Details

STREAMETRIC Package:	Price (USD)
Hardware <ul style="list-style-type: none"> 2 - STREAM-C 16-8-6-4 4- STREAM-M 8-8-0-0 	
Subscriptions <ul style="list-style-type: none"> STREAM C (Control and Monitoring) Annual Fee Per Unit STREAM M (Monitor Only) - Annual Fee Per Unit 	
Optional <ul style="list-style-type: none"> Current Sensor – 0-50 Amps Current Sensor – 0-200 Amps Level Transducer – 4-20mA Discharge Pressure Sensor 0-100 Psi, 4-20mA output 	



24 S. Westside Dr.
New Palestine, IN 46163
www.americanpumprepair.com

STANDARD TERMS AND CONDITIONS Rev. 2.2020

OFFICIAL COPY

Apr 25 2024

1. Agreement, Integration and Conflict of Terms. These terms and conditions, together with any special conditions expressly incorporated in the quotation or proposal govern the Seller and Buyer relationship with respect to the subject matter of the Agreement. "Seller" means American Pump Repair & Service, Inc. that is party to the Agreement. "Buyer" means the customer named in the quotation or proposal that is party to the Agreement. "Agreement" means these terms and conditions, together with all documents, including the accompanying quotation or proposal, any special conditions, and documents referred to or included within the quotation or proposal and expressly made a part of this Agreement. Seller's sale of the goods and/or services set forth on the quotation or proposal are conditioned on Buyer's acceptance of these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication will have no effect on the Agreement unless specifically agreed to in writing by the parties, and any such proposed modifications will not constitute Seller's acceptance of any such modifications. Seller's commencement of performance or delivery will not be deemed or construed as acceptance of Buyer's additional or different terms and conditions outside of this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

2. Quotation, Withdrawal, Expiration. Quotes and proposals are valid for thirty (30) calendar days from the date of issuance, unless otherwise provided therein. Seller reserves the right to cancel, amend, or withdraw the quotation or proposal at any time with or without notice or cause prior to acceptance by Buyer.

3. Prices. Prices apply to the specific quantities stated on the quotation or proposal. Prices do not include shipping or handling fees unless otherwise stated. The price for the goods does not include any applicable sales, use, excise, Goods and Services Tax, Value Added Tax, or similar tax, duties or levies. Buyer will have the responsibility for the payment of all such applicable taxes.

4. Payment Terms. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the applicable quotation or proposal or agreed to by Seller in the relevant purchase order, goods will be invoiced upon shipment. For quotations and proposals with a total value of One Hundred Thousand Dollars (\$100,000) or less, payment in full is due within thirty (30) calendar days from the invoice date, unless otherwise stated in Seller's documentation. For quotations and proposals with a total value of more than One Hundred Thousand Dollars (\$100,000), a payment of twenty-five percent (25%) of the total value is due at the time of release to production, with the remaining payment of seventy-five percent (75%) of the total value due within thirty (30) calendar days from the invoice date. No retainage of payments by Buyer will be accepted by Seller. Start-up services will not be scheduled prior to receipt of full and final payment. Buyer's payment obligations under the Agreement is not contingent or dependent upon Buyer's receipt of payment from any third party. If Buyer fails to make payment when due, Buyer agrees that Seller may apply a service or finance charge of the lesser of: (i) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or (ii) the highest rate permitted by applicable law, on the

unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds and collection costs and charges, including reasonable attorney's fees, which Seller incurs related to past due amounts from Buyer. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the Agreement, the financial responsibility or condition of Buyer is such that Seller in good faith deems Buyer insecure, Seller may: (a) request financial assurances; (b) suspend performance and will not be obligated to continue performance under the Agreement; (c) stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance; and/or (d) terminate the order per Article 10. Seller also retains any/all rights to enforce payment defaults to the full price of the work completed and in process. Upon default by Buyer in payment when due, if Buyer fails to immediately and without demand pay to Seller the entire unpaid amounts for any and all shipments made to Buyer, irrespective of the applicable terms and/or contract under which those shipments were as a debt due to Seller, Seller may withhold all subsequent shipments until the full amount is settled. Acceptance by Seller of less than full payment will not be a waiver of any of its rights hereunder. Buyer may not assign or transfer this Agreement or any interest in it, or monies payable under it, without the prior written consent of Seller and any assignment made without this consent will be null and void.

5. Title, Delivery, Risk of Loss. Shipping and delivery dates are estimates, and subject to change based on Seller's commitments at the time Buyer accepts the quotation or proposal. Unless otherwise specified by Seller, delivery and transfer of risk of loss for shipments to Buyers will be made Ex Works, Seller's business facility (Incoterms 2020). Title will pass when risk of loss transfers; provided, however, that if Seller warehouses or stores the goods on behalf of Buyer, risk of loss will be borne by Buyer from the start of this period. Seller will not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, or for any loss of profits or revenue, or liquidated damages, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Buyer will reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include storage, insurance, protection, re-inspection, and delivery expenses. Buyer further agrees that any payment due on delivery will be made on delivery into storage as though goods had been delivered in accordance with the order. Buyer will be the importer of record for any customs clearance. Buyer grants to Seller a continuing security interest in and a lien upon the goods supplied by Seller under this Agreement and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of its obligations to Seller under the Agreement and all such other sales, and Buyer will have no right to sell, encumber, or dispose of the goods. Buyer will execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable, or appropriate to establish, perfect, or protect Seller's title, security interest, and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's

expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

6. Warranty. Seller warrants that the goods are free from defects in materials and workmanship as set forth in the applicable manufacturer's Certificate of Warranty ("Warranty") furnished to Buyer at the time of final shipment. Seller makes no warranty concerning said equipment beyond that set forth in said certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications. Seller's sole responsibility with respect to any good which fails to conform with the Warranty is to coordinate with the applicable manufacturer either to replace or to repair the same as set forth in the Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the removal, modification, servicing, or adjusting of goods after delivery to Buyer.

Buyer's failure to comply with Seller's repair or replacement advice will constitute a waiver of Buyer's rights and render all warranties void. Any parts repaired or replaced by Seller under the Warranty are warranted only for the remaining balance of the warranty period. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) business days, or shorter period as dictated by the issue, of the date when any defects are first manifest.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS, OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE GOODS AND WILL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER.

7. Inspection. Buyer will have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site ("Site"), Buyer will notify Seller in writing of any nonconformity of the goods with this Agreement within three (3) business days from receipt by Buyer, unless a shorter period is required in Seller's quotation or proposal. For all other deliveries, Buyer will notify Seller in writing of any nonconformity with this Agreement within fourteen (14) calendar days from receipt by Buyer. Failure to give such applicable notice will constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and will be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller.

8. SELLER'S LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT WILL SELLER'S LIABILITY EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER WILL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME,

LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LIQUIDATED, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL BE EFFECTIVE WITHOUT REGARD TO SELLER'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN PERFORMANCE OR NON-PERFORMANCE HEREUNDER.

To the extent the Agreement provides a specified remedy for a default or breach, the given remedy will be Seller's sole liability and Buyer's sole and exclusive remedy for the default or breach to the exclusion of any and all other remedies that may be available at law, in equity, or otherwise. The terms of this Article 8 survive expiry or termination of the Agreement and prevail over all other provisions contained in the Agreement.

9. Force Majeure. Seller may cancel, terminate, or suspend this Agreement and Seller will have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to circumstances beyond Seller's reasonable control, including acts of God, fire, flood or other natural disasters, war (declared or not declared) and civil disturbance, riot, acts of governments, terrorism, disease, currency restrictions, labor shortages or disputes, unavailability of materials, fuel, power, energy or transportation facilities, failures of suppliers or subcontractors to effect deliveries, in which case, for suspensions, the time for performance will be extended in an amount equal to the period necessary for Seller to recover from the event, provided that Seller will, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notify Buyer of the delay and of the anticipated duration and consequence thereof. Seller will resume performance of its obligations hereunder with the least possible delay.

10. Cancellation; Termination. Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other party. If a cancellation of the Agreement is requested by Buyer, Buyer will, within thirty (30) calendar days of receipt of a final accounting of cancellation charges, pay Seller a cancellation fee, which will include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors, and others, fully burdened labor and overhead expended by Seller, plus a reasonable profit charge.

Notwithstanding anything to the contrary in the Agreement, if the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or if Buyer will be adjusted bankrupt, make a general assignment for the benefit of its creditors, or if a receiver will be appointed on account of Buyer's insolvency, Seller may, upon providing Buyer notice that has immediate effect upon issuance, terminate the Agreement. If Buyer fails to make any payment when due under this Agreement, or if Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) business days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. In the event of termination under this Article 10, Seller will be entitled to receive payment as if Buyer has

cancelled the Agreement as per the preceding paragraph. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Upon termination of this Agreement, the rights, obligations, and liabilities of the parties which will have arisen or been incurred under this Agreement prior to its termination will survive such termination.

11. Drawings. All drawings are the property of Seller. The drawings and bulletin illustrations submitted with Seller's quotation show general type, arrangement, and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the quotation or proposal, all drawings, illustrations, specifications, or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application, or operation. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense.

12. Confidential Information. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively "Confidential Information") disclosed to Buyer will be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Confidential Information without first having obtained Seller's written consent. Buyer's agreement to refrain from disclosing, using or reproducing Confidential Information will survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Confidential Information to any third party will result in Seller's suffering irreparable harm. Seller may also seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

13. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation will be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the Warranty is void. If Buyer has engaged Seller to provide an engineer for start-up supervision, such engineer will function in a supervisory capacity only and Seller will have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it will furnish, at Buyer's expense, all necessary foundations, supplies, labor, and facilities that might be required to install and operate the goods.

14. Specifications; Back-charges. Changes in specifications requested by Buyer are subject to Seller's written approval. If such changes are approved, the price for the goods and the delivery schedule will be changed to reflect such changes. Buyer will not make purchases nor will Buyer incur any labor that would result in a back charge to Seller without prior written consent of Seller.

15. Buyer's Warranty. Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages, and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

16. Governing Law. The terms of this Agreement and all rights and obligations hereunder will be governed by the laws of the State of Indiana without reference to principles of conflicts of laws.

17. Export Regulation. Seller's goods, including any software, documentation, and related technical data included with, or contained in, or utilized by such goods, may be subject to applicable export laws and regulations, including United States Export Administration Regulations and Buyer will comply with all such applicable laws and regulations. In particular, Buyer will not, and will not permit any third parties to, directly or indirectly, export, re-export, or release any goods to any jurisdiction or country to which, or any party to whom, the export, re-export, or release of any goods is prohibited by applicable law, regulation or rule. The Buyer will be responsible for any breach of this Article 17.

18. Titles; Waiver; Severability. The article titles are for reference only and will not limit or restrict the interpretation or construction of this Agreement. Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, will not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard. The partial or complete invalidity of any one or more provisions of this Agreement will not affect the validity or continuing force and effect of any other provision.

19. Changes. Any requested change(s) to the work set forth in this Agreement requires the parties to enter into a written change order that contains a description of the change(s) and all other applicable terms, including change in price and delivery schedule ("Change Order"). Should the entirety of a Buyer's change request be to revise Seller's delivery schedule, this also will require a Change Order that specifies, among other things, the revised Agreement price. Seller will not be obliged to proceed with any change and no such change will be binding or have any effect on Seller or this Agreement unless/until the parties enter into a Change Order. Should Seller's ability to proceed with the work be altered by Buyer's delay in entering into a Change Order, Seller will be entitled to assess late fees and suspend performance of all work for the period of delay.

EDWIN ANDREWS & ASSOCIATES, P.L.L.C.

CONSULTING HYDROGEOLOGY AND SOIL SCIENCE

P.O. BOX 30653
RALEIGH, N.C. 27622 - 0653
PHONE: (919) 306 -3069

March 26, 2024

Gray MacConnell, P.E.
MacConnell & Associates, P.C.
501 Cascade Pointe Lane Suite 103
Cary , NC 27513

Re: Proposal - Carolina Village EOP options,
Hydrogeologic testing and EOP Site Analysis
Moyock, Currituck County, NC
Proposal Number PWW 30262024A

Dear Mr. MacConnell:

This proposal offers an evaluation of irrigation system soils and hydrogeology and the soils and hydrogeology of a potential EOP sand lined trench option (based on existing sand fill construction for a proposed high rate infiltration basin at Carolina Village).

The spray irrigation area will be evaluated for use as an EOP low pressure pipe system using a groundwater drain at an offset of 25 feet.

Total: Carolina Village EOP Testing and permit support: **\$63,600.00**

Each report will be configured to support design documents to be prepared by your office, that will be needed for the permit applications, and certifications.

SCHEDULE AND FEES:

This analysis is scheduled to be completed for permitting within 90 days.

Survey costs are not included in this proposal for either site. Please note that this work effort will provide computer modeling, for the EOP option, to assist with decision-making and final design support. Enclosed is a proposal acceptance form for your review and execution. It is a requirement of our insurance carriers that the contract be executed before we can begin field work. Please return one executed copy which will constitute a notice to proceed. If you have any questions please contact me.

Very truly yours,
Edwin Andrews & Associates, P.L.L.C.



Edwin E. Andrews III, P.G., N.C.L.S.S.
Consulting Hydrogeologist and Soil Scientist

encl.

Mr. Gary MacConnell, PE
Re: Proposal - Soil and Hydrogeologic Assessment
EOP Site Analysis Carolina Village
Proposal Number PWW 032682024B
March 26, 2024
page 3

SERVICES OUTSIDE THE SCOPE OF THIS PROPOSAL:

- Services not specifically addressed under Scope of Services will be considered Additional Services.
- Appearances or serving as a consultant or witness in any litigation or other legal or administrative proceedings,
- Meetings in addition to those stated under Scope of Services,
- Coordination with other parties as directed by Owner that were not mentioned or inferred under Scope of Services,
- Changes in schedule directed by Owner, if agreed to by us when such changes are intended to expedite the project from those dates or time frame contained in this Agreement.
- Changes in regulation or law that affect the performance, scope or delivery of the services provided by us,
- Verification or correction of information supplied by the Owner or others in which we had to rely upon to provide services,
- Services resulting from inaccurate information supplied, or to be supplied by or through Owner to us upon which conditions differ and which require us to verify or correct said information in order for us to provide services of this Agreement,
- Services to make measurements of or to investigate existing conditions or base information or to verify accuracy of drawings or other information furnished by or through Owner,
- Services provided beyond the Contract (Agreement) completion, or for construction or bidding phases of the project,
- Changes in project scope after the Owner has agreed to or approved preliminary or interim concepts,
- Preparation of or review of environmental assessments/impact statements prepared by others or other related activities,
- Wetlands mapping or determinations,
- Geotechnical or subsurface investigative or material testing services beyond those described herein,
- Services related to any public hearing (or meeting).
- Water Quality Laboratory costs and Survey costs are not included in this proposal.

Mr. Gary MacConnell, PE
Re: Proposal - Soil and Hydrogeologic Assessment
EOP Site Analysis Carolina Village
Proposal Number PWW 032682024B
March 26, 2024
page 4

TERMS AND CONDITIONS

SERVICES TO BE PROVIDED. Edwin Andrews & Associates, P.C. (Edwin Andrews & Associates, P.C.) and/or its subsidiaries, affiliates, branches, or divisions, as an independent consultant, agrees to provide Client for its sole benefit and exclusive use consulting services set forth in our Proposal.

DEFINITIONS. When used herein the terms "we", "us", or "our" refer to Consultant and the terms "you", "your", "he", "his", "it" and "its" refer to Client.

RIGHT OF ENTRY AND RIGHT TO PROCEED. Client grants a right of entry from time to time to Consultant, its agents, staff, consultants, and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies, and research including without limitation the making of tests and evaluations, pursuant to the agreed services. Client represents that he possesses all necessary permits and licenses required for the continuation of its activities at the site.

BILLING AND PAYMENT. Unless otherwise indicated in our Proposal. Our billings will be based on actual accrued time, test costs, and expenses. Client agrees to pay invoice upon receipt. Should payment not be received within 30 days, the amount due shall bear a services charge of 1 ½ percent per month or 18 percent per year and the cost of collection, including reasonable attorneys fees, if collected by law or through an attorney. If 1 ½ percent per month exceeds the maximum allowed by law, the charge will automatically be reduced to the maximum legally allowed. If Client has any objections to any invoice or part thereof submitted by Consultant, he shall so advise us in writing giving his reasons within 14 days of receipt of such invoice. Client agrees it will not exercise any right of set-off it has under this Agreement, any continuing agreement with Consultant, or any right of set-off provided by law. No deduction shall be made from Consultant's invoice on account of penalty, liquidated damages, or other sums withheld from payments to contractors or others. Payment of the invoice shall constitute final approval as to all aspects of the work performed to date as well as the necessity thereof. If the project is terminated in whole or in part then we shall be paid for services performed prior to our receiving or issuing written notice of such termination, in addition to our reimbursable expenses and any shut down costs incurred. Shut down costs may, at our sole discretion, include completion of analysis and records necessary to document our files and protect our professional reputation.

DAMAGE AT SITE. We will not be liable for any property damage or bodily injury arising from damage to or interference with surface or subterranean structures (including, without limitation, pipes, tanks, telephone cables, etc.) which are not called to our attention in writing and correctly shown on the plans furnished by Client in connection with work performed under this Agreement. Client recognizes that the use of exploration and test equipment may unavoidably affect, alter, or damage the terrain and affect subsurface, vegetation, buildings, structures and equipment in, at, or upon the site. Client accepts the fact that this is inherent to our work and will not hold us liable or responsible for any such effect, alteration or damage.

STANDARD OF CARE AND WARRANTY. Professional services provided by us will be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering principles and practices. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED.

PROFESSIONAL LIABILITY. Client agrees to limit our liability to Client or any third party arising from negligent professional acts, errors or omissions, such that our total aggregate liability shall not exceed \$50,000 or our total fee, whichever is lesser.

UNFORESEEN OCCURRENCES. If during the performance of services, any unforeseen hazardous substances or constituents or other unforeseen conditions or occurrences are encountered which, in our sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, we will promptly notify Client thereof. Subsequent to that notification, Consultant may:

- (a) If practicable, in our sole judgment, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal;
- (b) Agree with client to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or
- (c) Terminate the services effective on the date specified by us in writing.

CLAIMS. In the event that Client makes claim against us at law or otherwise, for any alleged error, omission, or act arising out of the performance of our services, that cannot be mutually resolved without resort to litigation, and Client fails to prove such claim, then Client shall pay all costs incurred by us in defending ourselves against the claim, including, without limitation, our personnel-related costs, attorneys' fees, court costs, and other claim-related expenses, including, without limitation, costs, fees, and expenses of experts. Client agrees that for the purposes of this Agreement it has failed to prove its claim when the judgment in litigation is for a sum of money less than that sum offered by us to resolve the matter without litigation.

DOCUMENTS. Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by us for proper performance of our services. We may rely upon Client-provided documents in performing the services required under this Agreement; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All documents, including but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by us as instruments of services pursuant to this Agreement, shall be our sole property. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by us pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without our prior written permission. If Client uses all or any portion of our work on another project without our permission Client shall to the maximum extent permitted by law save us harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document we deliver to Client shall be reproduced or distributed, whether for advertising or any other purpose, without our prior consent. Any such reproduction or distribution shall be at Client's sole risk and without liability or legal exposure to Consultant.

FIELD REPRESENTATIVE. The presence of our field personnel either full or part-time will be for the purpose of providing observation and field testing of specific aspects of the project. Should a contractor be involved in the project, our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by us shall excuse contractor in any way for defects discovered in contractor's work. It is agreed that we will not be responsible for job or site safety on the project and that we do not have the right to stop the work of the contractor.

SEVERABILITY. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.

INTEGRATION. This Agreement and the documents attached hereto and which are incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both the parties.

GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of North Carolina.

EDWIN ANDREWS & ASSOCIATES, P.C.

CONSULTING HYDROGEOLOGY AND SOIL SCIENCE

P.O. BOX 30653
RALEIGH, N.C. 27622 - 0653
PHONE: (919) 306 - 3069

LETTER OF AGREEMENT ACCEPTED

We (I) the undersigned having authority to execute this Agreement for the Owner and having read and understood the proposal for Carolina Village, dated March 26, 2024 (identified as Proposal number PWW 03262024A) - \$63,600.00 based on scope with this proposal, do hereby agree to the terms and conditions stated therein and referenced documents or attachments as evidenced by my seal.

Approval-_____ **Date**_____

Name & Address of Owner

Signature:

Name & Title (Printed): _____

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 26th day of March, 2024 by and between

**MacConnell & Associates, P.C.
("M&A") and
ELJ, Inc. ("Client")
for
Engineering Services
Carolina Village – WWTP Expansion (EOP), and Potable
Wells
Currituck County, NC**

to perform the services set forth below:

General: Carolina Village currently has a wastewater permit (WQ0004696 dated February 22, 2017) for 60,000 GPD. The permit for Phase 1 upgrade is based on a new MBR WWTP with infiltration basin, as detailed in Burgin Engineering, Inc.'s design dated February 26, 2016. Flows are currently less than 20,000 GPD with about 120 homes online. The design flow is based on approximately 200 total homes with a design flow of 60,000 GPD

The Client wishes to redesign the system using one repurposed 60,000 GPD MBR WWTP for a total capacity of 60,000 GPD in lieu of the new MBR WWTP. Consideration for Phase 2 which will bring the plant capacity to 120,000 GPD (400 total homes) with a second repurposed 60,000 GPD MBR WWTP will be incorporated into the design. The new design will include the following components: new headworks not included with repurposed MBR plant, one repurposed 60,000 GPD repurposed MBR WWTP, convert existing WWTP tankage to sludge holding and flow equalization, add UV disinfection, design low pressure pipe (LPP) subsurface distribution system for effluent disposal, design groundwater lowering system, miscellaneous demolition, system controls, electrical design, concrete pad for WWTPs, miscellaneous piping valves and appurtenances.

Since the facility will be permitted with subsurface disposal, it will need to be repermitted by the local health department and the On-Site Water Protection Branch, which is part of the N.C. Division of Public Health, Environmental Health Section. Rules for the facility are contained in 15 A NCAC .1900 Rules Governing Sewage Treatment and Disposal Systems (old rules). These rules are planned to expire at the end of 2023. New rules as contained in 15A NCAC 18E: Wastewater Dispersal Systems will become effective on January 1, 2024. Due to the timing of this project, M&A will base its design on the new rules.

The new rules (15A NCAC 18E .0207: Engineer Option Permit (EOP)) allow for a permit to be issued without a lengthy review by the permitting agencies. Under this provision, the Engineer, Soil Scientist, Hydrogeologist, and Contractor assume all liability for the design of

the system, and they must carry liability insurance. The Client cannot sue the State or Local Health Agency should the system fail or have deficiencies. This project will be permitted under this provision.

In addition to the WWTP upgrade and expansion, two existing potable wells will be upgraded with well houses and 5,000 gallon hydropneumatic tank. This will allow the existing booster pump station to be used as a backup until Phase 2 is implemented. Chlorination will also be added for disinfection.

- 1. Erosion and Sedimentation Control Plan:** M&A shall design the sedimentation and erosion control measures for review by County and/or NCDEQ. This task includes the following work efforts: drawings, specifications, calculations, application, and permitting.

Fee	Fee Type	Approved:_____	Date:_____
\$3,500.00	Lump Sum		

- 2. Engineer Flow Reduction (Optional):** M&A will prepare an Engineer Flow Reduction for the homes in the development. This will allow the initial and repair drain fields to be reduced. The treatment system will need to be sized for the unadjusted flow. The flow reduction will be based on “typical” plumbing fixtures and flow records. This will be submitted with the wastewater permit application.

Fee	Fee Type	Approved:_____	Date:_____
\$3,000.00	Lump Sum		

- 3. Coordination with NCDEQ, Albemarle Regional Health Department, and N.C. Division of Public Health, Environmental Health Section:** M&A will coordinate permitting activities and requirements among the above referenced agencies

Fee	Fee Type	Approved:_____	Date:_____
\$3,000.00	Lump Sum		

- 4. Wastewater System – Design and Permitting:** M&A will design the wastewater treatment modifications, and disposal systems for the site, as described above. This task includes the following work efforts: Engineer’s Narrative, drawings, specifications, calculations, application, and O&M Plan. The design will be submitted using the Engineer Option Permit. This includes coordination with the Soil Scientist/Hydrogeologist and the Installer.

Conditions:

- A. Topography will be State Lidar or topography provided by Client.
- B. 3-D drawings in AutoCAD format (dwg) of repurposed WWTPs will be available by original manufacturer A3 USA. A cost adjustment will be required if they are not available.

Fee	Fee Type	Approved:_____	Date:_____
\$37,500.00	Lump Sum		

5. Water Wells – Design and Permitting: M&A will develop the two well houses, as described above. This task includes the following work efforts: prepare drawings, specifications, calculations, application, and O&M Plan. The design package will be submitted to NCDEQ.

Conditions:

- A. Topography will be State Lidar or topography provided by Client.
- B. Design will be based on Client's standard details.
- C. Design includes chlorination and possible chelating agent for manganese and or iron. Does not include design of filters for treatment. A cost adjustment will be required if treatment filters are required.

Fee	Fee Type	Approved: _____	Date: _____
\$8,500.00	Lump Sum		

6. Construction Management Services Wastewater: M&A shall provide the following services: preconstruction meeting, respond to requests for information, review shop drawings, periodic inspections to certify all construction, record drawings and Engineer's Certification. M&A shall coordinate with Client and Contractors to be as efficient as possible when scheduling site visits.

Fee	Fee Type	Approved: _____	Date: _____
\$28,000.00	Lump Sum		

7. Construction Management Services Water: M&A shall provide the following services: preconstruction meeting, respond to requests for information, review shop drawings, periodic inspections to certify all construction, record drawings and Engineer's Certification. M&A shall coordinate with Client and Contractors to be as efficient as possible when scheduling site visits.

Fee	Fee Type	Approved: _____	Date: _____
\$4,000.00	Lump Sum		

8. Subconsultant

The following services (see attached letter proposal dated March 26, 2024) shall be subcontracted through M&A. A 15% service charge will be added to initial fees and any addendum as follows.

Fee	Fee Type	Approved: _____	Date: _____
\$73,140.00	Cost Plus 15%		

Items Not Included.

- 1. Survey services (may be subcontracted by M&A if required).
- 2. Laboratory test costs.
- 3. Water System Management Plan, we assume one is on file.

4. Permit fees to be reimbursed at cost plus 15% if paid by M&A.
5. Any out of scope services not listed above shall be by amendment to this contract. M&A must notify Client that any out of scope services are required or foreseeably required by M&A. M&A is required to submit any estimate/proposals for any increased costs for the out of scope services and must receive a written and signed change order / amendment from an authorized representative of Client authorizing the additional scope of services before proceeding with any additional scope of services. M&A is not entitled to additional payment for any additional scope of services without the prior written authorization from Client.

Fees: Fees for services are identified above.

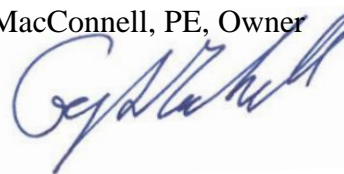
Billing and Payment: Client shall pay M&A for the services performed and expenses incurred in accordance with the fees set forth above. M&A shall submit monthly invoices based on work completed the previous month. No expenses shall be incurred or paid unless approved by Client in advance in writing. All invoices are due and payable upon receipt. Invoices are past due after 30 calendar days. Past due amounts are subject to a late payment charge of 1.5 percent monthly (i.e., 18 percent per annum). Attorney's fees and other reasonable costs incurred in collecting past due amounts shall be paid by Client. In addition to collecting interest on unpaid balances, M&A may withhold delivery of reports and other data and may suspend performance of its obligations to Client, without liability, pending full payment of all past due charges, provided, however, that M&A must provide Client written notice of nonpayment and intent to cease performance and allow five (5) days cure period from Client's receipt of written notice (the "Cure Period") before M&A may cease performance and only upon Client failing to make full payment of past due charges within the Cure Period.

Proposal Acceptance: Client hereby accepts M&A's Proposal, which is incorporated herein, and all other terms and conditions set forth in this Agreement, including the additional terms and conditions set forth BELOW. M&A objects to any additional terms and conditions contained in any purchase order or similar document, if any, issued by Client in connection with this project, and they are specifically excluded from this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representative.

Client: Edward L. Jones, Owner

Gary S. MacConnell, PE, Owner



By _____
For ELJ, Inc.

By _____
For MacConnell & Associates, P.C.

TERMS AND CONDITIONS

1. SERVICES TO BE PROVIDED.

M&A is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, the consulting services set forth in the Proposal.

2. TERMINATION.

Either party may terminate this Agreement without cause upon written notice to the other party. In the event Client requests termination prior to completion, Client agrees to pay M&A for all costs incurred plus reasonable charges associated with termination of the work.

3. STANDARD OF CARE.

M&A will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of its profession practicing in the same or similar locality. NO OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED AND WHETHER OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IS MADE OR INTENDED BY THIS AGREEMENT OR BY M&A'S ORAL OR WRITTEN REPORTS.

4. PROFESSIONAL LIABILITY.

Client agrees that M&A's liability to Client or any third party due to any negligent professional acts, errors or omissions will be limited to M&A's total fees paid by Client for this project. Client agrees that in no event shall M&A, its officers, directors, employees, agents, or shareholders be liable for any special, incidental, consequential or similar type damages, direct or indirect, arising from M&A's services under this Agreement. If client elects to not use M&A for final inspection and Engineer's Certification, client agrees to waive professional liability and hold M&A harmless.

5. PROJECT SITE.

Client will arrange for right-of-entry to the property for the purpose of performing studies, tests, evaluations and remediation activities pursuant to the Proposal. Client agrees to disclose the identity of all utilities serving the project site and the presence and accurate location of hidden or

obscure man-made objects known to Client relative to field tests or boring locations. Client agrees to indemnify and hold harmless M&A from all claims, suits, losses, personal injuries, death, and property liability resulting from damage or injury to structures (pipes, tanks, telephone cables, etc.) arising from the performance of M&A's services when the existence of such are not called to its attention or the location is not correctly shown on the plans furnished to it. Client agrees that the forgoing indemnification and hold harmless provision also applies to any activity on property adjacent to or nearby the primary project site such as, but not limited to, installing monitoring wells which M&A may undertake pursuant to this Agreement.

6. SAFETY.

M&A shall not be responsible for site safety or safety of Client's contractors, agents, or employees. M&A shall have right to direct or stop the work of Client's contractors, agents, or employees.

7. UNFORESEEN CONDITIONS OR OCCURRENCES.

It is possible that unforeseen conditions or occurrences may be encountered by M&A which could substantially alter the necessary services or the risks involved in completing its services. If this occurs, M&A will promptly notify and consult with Client, but will act based on its sole judgment where risk to its personnel is involved. Possible actions include but are not limited to (1) agreeing with Client to modify the scope of services and the estimate of charges based on the unforeseen conditions of occurrences, with such revision agreed to in writing, or (2) terminating the services on the date specified by M&A in writing

8. SAMPLES.

Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, M&A will retain samples for a mutually acceptable storage charge and period of time. In the event that samples contain or may contain hazardous materials, M&A shall, after completion of testing and at Client's expense, (a) return such samples to Client, or (b) using a manifest signed by Client as generator, have such samples transported to a location selected by Client for final disposal. Client recognizes and agrees that M&A is acting as a bailee and at no time assumes title to said samples.

9. CLIENT DISCLOSURE.

Client agrees to advise M&A upon execution of this Agreement of any hazardous substances or any condition, known by Client, existing in, on or near the site that presents a potential danger to human health, the environment, or equipment. Client agrees to provide continuing information as it becomes available to the Client in the future. By virtue of entering into this Agreement or of providing services hereunder, M&A does not assume control of or responsibility for the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state, or local public agencies any conditions at the site that may present a potential danger to public health, safety, or the environment. Client agrees it is his sole responsibility to notify the appropriate federal, state, or local public agencies as required by law, or otherwise to disclose, in

a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment.

10. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of North Carolina.

11. ENVIRONMENTAL INDEMNITY.

In connection with toxic or hazardous substances or constituents, Client agrees to the maximum extent permitted by law to defend, hold harmless, and indemnify M&A and from and against any and all claims and liabilities, unless caused solely by M&A's gross negligence, resulting from:

- (a) Client's violation of any federal, state, or local statute, regulation, or ordinance relating to the discharge or disposal of toxic or hazardous substances or constituents, including petroleum products.
- (b) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation, or disposal of toxic or hazardous substances or constituents found or identified at the site.
- (c) Toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after the completion of services herein.
- (d) Allegations that M&A is handler, generator, operator, treater, or storer, transporter, disposer, or otherwise a responsible party under the Resource Conservation and Recovery Act of 1976 as amended or any other federal, state, or local regulation or law.

If any third party brings suit or claim against M&A alleging injury or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during, or after the services of the Agreement, Client agrees to the maximum extent permitted by law to defend M&A and pay on its behalf any judgment resulting against M&A, including interest and attorneys fees thereon, unless such damages are caused solely by M&A's gross negligence.

12. DOCUMENTS.

M&A will furnish to Client the agreed upon number of reports and supporting documents. All reports and written documents delivered to Client are instruments reflecting the services provided by M&A pursuant to this Agreement and are provided for the exclusive use of Client on that project and are not to be used or relied upon in connection with other projects or by third parties. Any unauthorized use or distribution shall be at Client's sole risk and without liability to M&A. Except for Client's use on the project described herein, all such reports, other written documents, all original data gathered by M&A and work papers produced by M&A in the performance of the services are, and shall remain, the sole and exclusive property of M&A.

13. SURVIVAL.

All obligations arising prior to the termination of this Agreement allocating responsibility or liability between the Client and M&A shall survive the completion of the services and the termination of this Agreement

14. CONFIDENTIALITY.

Subject to any obligation M&A may have under applicable law or regulation or unless compelled by order of a court or regulatory body of competent jurisdiction, M&A will maintain as confidential any documents or information provided by Client indicated to be confidential and will not release, dispute, or publish such to any third party, except for use by M&A employees or subcontractors as necessary for the performance of services under this Agreement, without prior permission from Client.

15. CLAIMS.

The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant fails to prevail, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claimant will be considered to have prevailed only if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial. Any litigation between Client and M&A under this agreement shall be filed and tried only in a court of competent jurisdiction within North Carolina.

16. SEVERABILITY.

In the event that any provision of this Agreement is found to be unenforceable, the other provisions shall remain in full force and effect.

17. INTEGRATION.

This Agreement constitutes the entire Agreement between the parties and cannot be exchanged except by a written instrument signed by both parties.

18. FACSIMILE OR ELECTRONIC MAIL (EMAIL).

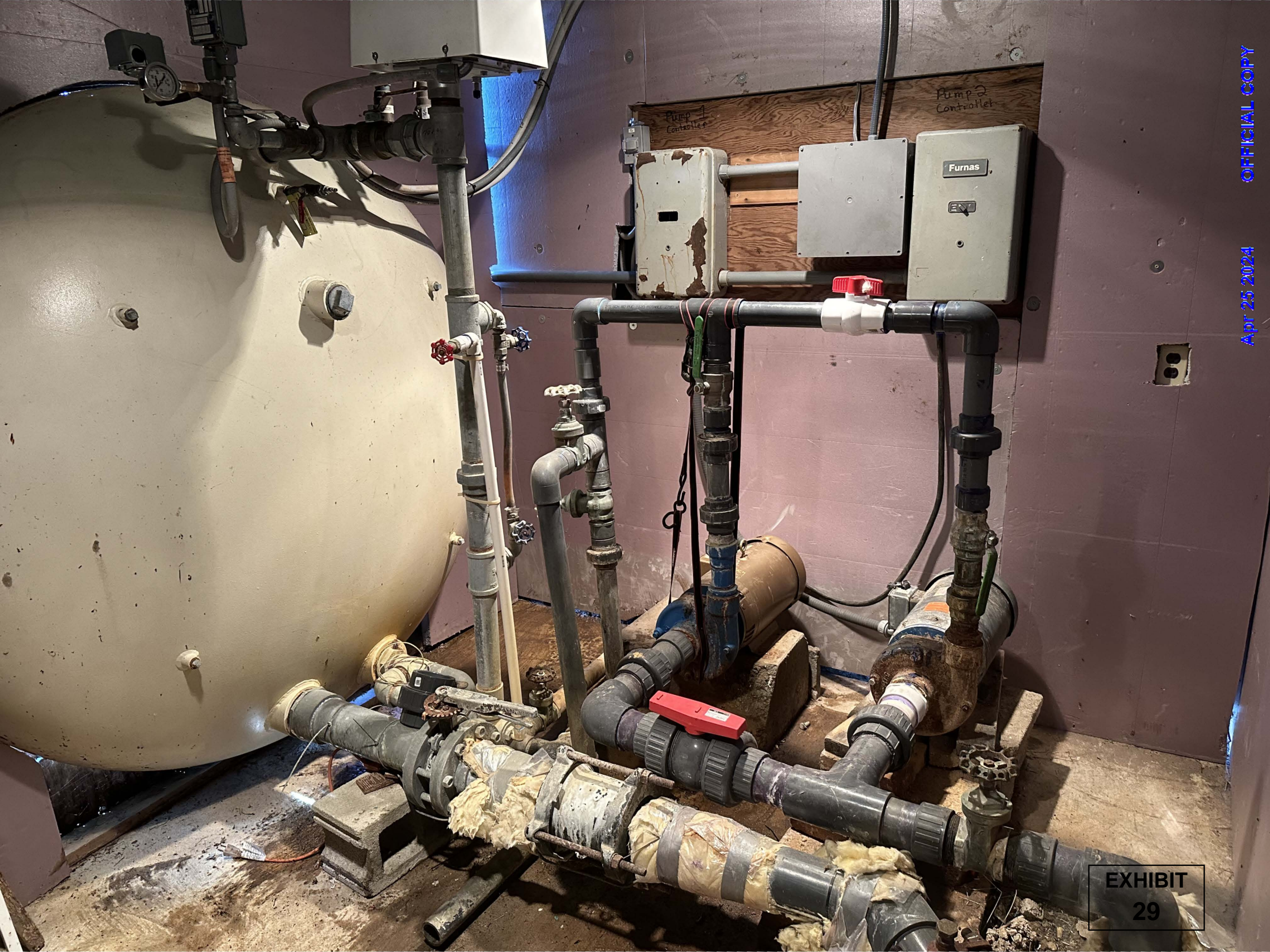
Both parties hereby acknowledge and agree that (1) this agreement may be signed and delivered using facsimile machines and/or electronic mail, and (2) both parties intend that this agreement shall be deemed signed and shall be binding on a party when such party signs this agreement and transmits it to the other party using a facsimile machine and/or email, and (3) both parties intend that any such signed facsimile transmission and/or email of this agreement shall constitute an original counterpart of this agreement.

Dec

+ Add new task









OFFICIAL COPY

Apr 25 2024

EXHIBIT







Archived: Thursday, April 25, 2024 12:47:28 PM
From: [Donald Feller](#)
Sent: Thursday, April 25, 2024 8:25:16 AM
To: [Michael Myers](#) [Libby Jenkins](#)
Subject: FW: [External] - Order Confirmation
Importance: Normal
Sensitivity: None

Mike,

This is the confirmation email from USA Blue Book for the whitewater Air Compressors. They were on slight backorder and supposed to ship today and be onsite Monday, but Blue Book won't generate an invoice until it ships so I can't get the invoice until late this afternoon. Hopefully the email below can suffice as proof of order.

Sincerely,

Don Feller – Quality Director
EnviroLink Inc.
dfeller@envirolinkinc.com
919-441-2091

From: Forbes, Shakila L <Shakila.Forbes@usabluebook.com>
Sent: Thursday, April 25, 2024 8:21 AM
To: Donald Feller <dfeller@envirolinkinc.com>
Subject: [External] - Order Confirmation

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Thank you for contacting USABlueBook.

This email is to confirm that we have received and entered your PO# 0424-15-CSW08 for Moyock, NC. USABlueBook has assigned Sales Order# 3336641 to your order. Your order will ship complete today, with an estimated arrival date of 04/29).

If you have any questions regarding your order, please contact us via email at customerservice@usabluebook.com or call us at 800-548-1234.

Thank you for contacting USABlueBook, where you always get "The Best Treatment".

Shakila Forbes
Customer Care Associate 1

USABlueBook
Get the Best Treatment!

800-548-1234
www.usabluebook.com
customerservice@usabluebook.com

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Apr 25 2024

EXHIBIT
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