



BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, January 24th, 2022

224 Seminary Street

Kenansville, NC 28349

The Duplin County Board of Commissioners met in a special called session at 6:00 p.m. on Monday, January 24th, 2022 in the Commissioners Room located at 224 Seminary Street, Kenansville, NC.

Present: Commissioners: Dexter B. Edwards; Kennedy Thompson; Jesse L. Dowe, III.; and Wayne Branch.

Present via Telephone: Commissioner Elwood Garner.

Also Present: Mr. Davis H. Brinson, County Manager/Clerk to the Board; and Mr. Tim Wilson, County Attorney; Tracy Chestnutt, Finance Officer; Trisha-Ann Hoskins, Administrative Officer/Deputy Clerk.

Call to Order

The meeting was called to order by Chairman Edwards.

Invocation and Pledge of Allegiance

Invocation was given by Commissioner Thompson. The Board then led those in attendance in the pledge of allegiance to the flag of the United States of America.

Approval of the Meeting Agenda

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to approve the meeting agenda.

Approval of the Minutes – Governing Body

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve the minutes of the January 3rd, 2022 Board of Commissioners meeting as presented.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch to approve the minutes for County Water District B; County Water District D; County Water District E; County Water District F; and County Water District G Meetings held on January 3rd, 2022.

REGULAR MEETING AGENDA

CONSENT AGENDA

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously to approve the consent agenda which consisted of: Budget Amendment Journal Entry Report, Tax and Solid Waste Releases- #19046 – 19110, Reappointment of Woodrow W. Brinson as the Senior Tar Heel Legislative Delegate

for Duplin County and Connie Brinson as the Alternative Delegate each for a two-year term beginning on January 18, 2022 and ending on January 18, 2024.

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

AGENDA

Public Comments

Angela Mainor, Chairman to the Board of Elections, appeared before the Board to give an update on the tentative schedule for the upcoming primary elections which have been altered due to pending litigation over the new proposed Congressional redistricting maps.

End Public Comments

Davis H. Brinson, County Manager/Clerk to the Board appeared before the Board to request that a public hearing be scheduled for February 21, 2022 to receive public comments on a request received from Maria A. Venegas Rodarte to name a new lane at 1228 Pasture Branch Road; Rose Hill, NC in the Island Creek Township: Venegas Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to approve the request that public hearing to be scheduled on February 21, 2022 to receive public comments on a request received from Maria A. Venegas Rodarte to name a new lane at 1228 Pasture Branch Road; Rose Hill, NC in the Island Creek Township: Venegas Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Kris Ward, Director of Business Development with Focus Broadband/ Atlantic Telephone Membership Corporation (ATMC), appeared to present a deed of easement between Duplin County and ATMC. In August 2020, ATMC was awarded \$1.2 million in a NC GREAT (Growing Rural Economies with Access to Technology) Grant that will be used to expand high-speed internet service to serve more than 400 homes in communities west of Magnolia, Rose Hill and Teachey in rural Duplin County. ATMC will provide an additional \$1,230,916.85 in matching funds to complete the project. In December 2020, ATMC was awarded another \$1.3 million that will be used to expand high speed internet service to more than 625 addresses spread in or around the communities east of Magnolia, Rose Hill and Teachey in rural Duplin County. ATMC will provide \$585,388 in matching funds for this project. At its meeting held on March 1, 2021, the Duplin County Board of Commissioners voted to allow ATMC to place an OLT (optical line termination) fiber switch on property owned by Duplin County at Duplin Commons. The County Manager has worked with ATMC to identify a mutually agreeable site at Duplin Commons on which to locate the OLT. The site identified is 2,700 square feet parcel along with a 15' x 30' utility and access easement adjacent to NC Hwy. 11 & 903 that was surveyed by James B. Blanchard, PLS. The proposed deed of easement has been reviewed by the County Attorney.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve the Deed of Easement between Duplin County and Atlantic Telephone Membership Corporation to allow for the placement of an OLT fiber switch to be placed on the property to support additional high-speed internet in the County and to authorize the Chairman to sign same.

Angel Venecia, Public Transportation Director, appeared before the Board to request approval of a contract for the construction of a new Public Transportation Facility. Earlier this year, Duplin County was awarded grant funding through the North Carolina Department of Transportation (NCDOT) from the FTA (Federal Transit Administration) FY 19 5339(b) Bus & Bus Facilities Grant to build a replacement public transportation facility. The grant funds total \$1,418,921.00 (Federal Amount \$1,135,137 with a County match of \$283,784). Duplin County Public Transportation has the required local match in their general fund

balance to cover the local match. At your meeting on April 5, 2021, the Board of Commissioners established a capital project fund and adopted a Resolution Accepting Grant Award and Establishing Capital Project Budget Ordinance Duplin County Public Transportation Facility Replacement Project needs to be adopted. Jackson Builders, Inc. has been selected as the Design – Builder to construct the replacement Duplin County Transportation Facility on Fairgrounds Drive on the Campus of Duplin Commons. The contract has been reviewed by the County Attorney and is ready for execution by the Board. Mrs. Venecia also advised the Board that she has been made aware of possible additional federal funds that may be made available to help fund the proposed facility. The additional funding would require a local match which she said her department had in its enterprise fund and that she would be exploring that possibility if the funds are indeed made available.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve the Design-Build contract between Duplin County and Jackson Builders, Inc. for the construction of a new Duplin County Public Transportation Facility on the Campus of Duplin Commons and authorize the Chairman to sign same.

Elizabeth Stalls, County Planner, appeared before the Board to request the Board adopt a Buyout Lease Program Policy. Duplin County owns 106 flood buyout properties throughout the County. The majority of these properties were acquired following Hurricane Floyd, but the County has also acquired a few properties recently from Hurricanes Matthew and Florence. Many of the parcels are available for residents to lease from the County for regulated uses such as cultivation, grazing, and recreation. In exchange, the lessee maintains the property and is responsible for activities on the site. The proposed Buyout Lease Program Policy was developed by the County Planner and the County Attorney to set forth policies for the lease program.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to adopt the Duplin County Buyout Lease Program Policy as presented by the County Planner on behalf of the Duplin County Planning Board and to authorize the Chairman to sign same.

Laura Jones, County Librarian, appeared before the Board to request the approval of a temporary contractor to be hired to assist with the NC Humanities Grant for Digital Preservation. The Board at its' meeting on September 20, 2021 voted to accept a \$15,000 grant the County Library System had received from NC Humanities for their digital preservation of genealogy artifacts and documents donated from the Mary Hester Powell estate in Warsaw NC. This collection includes more than 50 years of genealogy research and documentation for five (5) Duplin County families. The grant funds have been received and the Library proposes to hire a temporary part time contractor to be paid entirely with grant funds help facilitate the preservation efforts. The total amount of the grant allotted for wages is \$8,000.00 and the term of the grant runs until June 30, 2022.

Motion was made by Commissioner Branch, seconded by Commissioner Thompson, carried unanimously to approve the County Library System to employ one temporary part-time contractor to be paid entirely with funds from a NC Humanities Grant for a digital preservation project.

Davis H. Brinson, County Manager/Clerk to the Board appeared before the Board to request the repeal of the Duplin County Mobile Homes Registration Ordinance. On November 3, 1975, the Board of County Commissioners adopted a Mobile Homes Registration Ordinance which required the registration of all mobile homes, house trailers and similar vehicular equipment designed for use for habitation or business quarters in Duplin County. Among other provisions it required the Tax Supervisor to provide a sticker to be displayed on all mobile homes, house trailers, and similar vehicular equipment as evidence of registration. The Tax Office has not issued any stickers since 1995. According to the Tax Administrator the Tax Office stopped issuing stickers as a result of the County switching to an optional program of listing by mail instead of requiring the listing of taxes in person. Existing mobile homes are carried over from one year to the next on the tax scrolls, and all new mobile homes are now picked up from the permitting process including records from the Building Inspections Department and the Environmental Health Office. As far as a legal requirement to list mobile homes, this is already required by the Machinery Act, which provides the framework for listing, assessing and appraising both real and personal property in North Carolina. Basically, this ordinance was adopted only as a means of requiring that a sticker being issued by the Tax Office and displayed on all mobile homes, house trailers and

similar vehicular equipment and this has not been the case in the past 26 years. I have spoken with both the Tax Administrator and the County Planner and both agree that this ordinance is no longer useful or relevant and should be repealed.

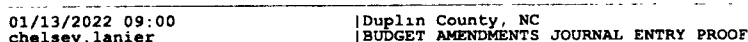
Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to repeal the Duplin County Mobile Homes Registration Ordinance as the registration of mobile homes, house trailers, and similar vehicular equipment is already required by the NC Machinery Act and the Duplin County Tax Office no longer issues stickers as evidence of registration.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to go out of open session and into closed session pursuant to N.C.G.S. 143-318.11 (a) (3) Legal Matters.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to go out of closed session and back into open session.

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously to adjourn until Monday, February 7th, 2022 at 6:00 p.m. for a Board of County Commissioners meeting in the Duplin County Administrative Building located at 224 Seminary Street, Kenansville, NC.


Davis H. Brinson
Clerk to the Board



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01/13/2022 09:00 | Duplin County, NC
chelsev.lanier | BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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LN	ORG ACCOUNT	OBJCT	PROJ	ORG DESCRIPTION	LINE DESCRIPTION	EFF DATE	PRV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC UNL-DESC ENTITY AMEND									
2022	07	128	01/18/2022		BUA 01/1/22C				
7	4952	4238		EASTPOINT 4-H CRANT	EDUCATIONAL SUPPLIES		7,077.06	7,000.00	2,077.06
	10-49-4950-4952-000-4238				SA/TBG Covid Supplemental fund 01/18/2022				
8	4952	43110		PAS PO N 4-H CRAN.	TRAVEL		6,300.00	1,000.00	7,300.00
	10-49-4950-4952-000-43110				SA/TBG Covid Supplemental fund 01/18/2022				
9	4952	43111		EASTPOINT 4-H CRAN	TRAINING		00	924.00	924.00
	10-49-4950-4952-000-43111				SA/TBG Covid Supplemental fund 01/18/2022				
** JOURNAL TOTAL								0.00	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC UNL-DESC ENTITY AMEND									
2022	07	129	01/18/2022		BUA 01/1/22C				
1	5110	35125		HEALTH	IMMUNIZATION FEES		-100,000.00	-30,000.00	-130,000.00
	10-50-5100-5110-000-35125				01/18/2022				
2	5114	42980		IMMUNIZATIONS	PROGRAM SUPPLIES		23,061.16	30,000.00	53,061.16
	10-50-5100-5114-000-42980				01/18/2022				
** JOURNAL TOTAL								0.00	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC UNL-DESC ENTITY AMEND									
2022	07	176	01/18/2022		BUA 01/1/22C				
1	6110	36127		Storaty	Emergency Connectivity		.00	-13,982.00	-13,982.00
	10-60-6110-0000-000-36127				Establish budget 01/18/2022				
2	6116	42980		Emergency Connectivity	PROGRAM SUPPLIES		.00	13,982.00	13,982.00
	10-60-6110-000-42980				Establish budget 01/18/2022				
** JOURNAL TOTAL								0.00	



01/13/2022 09:00 |Duplin County, NC
chelsey.lanier |BUDGET AMENDMENT JOURNAL ENTRY PROOF

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CLERK: chelsey.lanier

YEAR PER	JNL								
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022 7 36									
BUA 4100-35010	01/18/2022	0117220				OFFER FORECLOSURE FEES	5		1,350.00
BUA 4140-41990	01/18/2022	0117220				PROFESSIONAL SERVICES	5	1,350.00	
						JOURNAL 2022/07 36	TOTAL	1.00	1.00
2022 7 127									
BUA 5180-40121	01/18/2022	0117220				SALARIES	5		28,132.00
BUA 5180-41990	01/18/2022	0117220				PROFESSIONAL SERVICES	5	31,376.00	
BUA 5180-40181	01/18/2022	0117220				SOCIAL SECURITY	5		2,944.00
						JOURNAL 2022/07/127	TOTAL	1.00	1.00
2022 7 128									
BUA 4952-34596	01/18/2022	0117220				EAST POINT COOP EXT 4H PREV	5		22,000.00
BUA 4952-40121	01/18/2022	0117220				SAPTBC Covid Supplemental fund	5	12,863.00	
BUA 4952-40181	01/18/2022	0117220				SAPTBC Covid Supplemental fund	5	800.00	
BUA 4952-40182	01/18/2022	0117220				SAPTBC Covid Supplemental fund	5	1,300.00	
BUA 4952-40183	01/18/2022	0117220				SAPTBC Covid Supplemental fund	5	1,100.00	
BUA 4952-40184	01/18/2022	0117220				SAPTBC Covid Supplemental fund	5	13.00	
BUA 4952-40185	01/18/2022	0117220				SAPTBC Covid Supplemental fund	5	1,000.00	
BUA 4952-40186	01/18/2022	0117220				SAPTBC Covid Supplemental fund	5	1,000.00	
BUA 4952-40187	01/18/2022	0117220				SAPTBC Covid Supplemental fund	5	924.00	
						JOURNAL 2022/07/128	TOTAL	1.00	1.00
2022 7 129									
BUA 5110-3525	01/18/2022	0117220				IMMUNIZATION LELIS	5		30,000.00
BUA 5114-42980	01/18/2022	0117220				PROGRAM SUPPLIES	5	30,000.00	



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YEAR PER	JNL								
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
						JOURNAL 2022/07 129	TOTAL	1.00	1.00
2022 7 176									
BUA 6110-36127	01/18/2022	0117220				Emergency Connectivity	5		13,982.00
BUA 6116-42980	01/18/2022	0117220				Establish budget	5	13,982.00	
						JOURNAL 2022/07/176	TOTAL	1.00	1.00



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01/13/2022 09:00 |Duplin County, NC
chelsey.lanier |BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
FUND TOTAL							.00	.00

** END OF REPORT - Generated by CHELSEY LANIER **

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DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE JANUARY 18, 2022

RELEASE NUMBER	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL AMOUNT	REASON FOR RELEASE
19046	MYRLE BERINGER AND WIFE	09	079		2021	0478400	\$ 46.29	\$ 1.29	\$ 40.14		\$ 8.77		\$ 96.49	BUSINESS CLOSED 2020
19047	BURCH EQUIPMENT LLC	02			2021	00002572	\$ 67.35	\$ 1.88					\$ 69.23	CORRECTED BUSINESS LISTING
19048	GARLAND WADE BROCK	13		021	2021	1398300				\$ 1.40			\$ 1.40	PROPERTY NOT IN FIRE DISTRICT
19049	JOSE LUIS CREVANTES	04		001	2021	6497169	\$ 19.38	\$ 0.54		\$ 1.36	\$ 2.13	\$ 90.00	\$ 113.41	SWMH DOUBLE LISTED
19050	JOSE LUIS CREVANTES	04		001	2020	6497169	\$ 20.74	\$ 0.58		\$ 1.45	\$ 2.28	\$ 90.00	\$ 115.05	SWMH DOUBLE LISTED
19051	JOSE LUIS CREVANTES	04		001	2019	6497169	\$ 22.88	\$ 0.64		\$ 1.60	\$ 2.51	\$ 90.00	\$ 117.63	SWMH DOUBLE LISTED
19052	JOSE LUIS CREVANTES	04		001	2018	6497169	\$ 25.24			\$ 1.77	\$ 2.70	\$ 90.00	\$ 119.71	SWMH DOUBLE LISTED
19053	CHAPPEL HILL SUBWAY GROUP LLC	07			2020	1792502	\$ 374.02	\$ 10.46			\$ 38.45		\$ 422.93	BILLED TWICE IN ERROR
19054	DONALD G CHAGE AND WIFE	08		005	2021	1798200	\$ 73.90	\$ 2.07		\$ 5.17			\$ 81.14	CORRECTED PERSONAL PROPERTY LISTING
19055	JEANETTE W COFIELD	01		007	2021	1883000	\$ 178.75	\$ 5.00		\$ 17.50			\$ 201.25	LATE ELDERLY EXEMPTION APPROVED
19056	EVER J PEREZ ESCALANTE AND WIFE	02			2021	2568469						\$ 90.00	\$ 90.00	SWF BILLED IN ERROR
19057	JAMES EDWARD FARRIOR	13		021	2021	2745450	\$ 248.11	\$ 6.94		\$ 24.29			\$ 279.34	DWMH DOUBLE LISTED
19058	JAMES EDWARD FARRIOR	13			2020	2745450	\$ 248.11	\$ 6.94					\$ 255.05	DWMH DOUBLE LISTED
19059	JAMES EDWARD FARRIOR	13			2019	2745450	\$ 248.11	\$ 6.94					\$ 255.05	DWMH DOUBLE LISTED
19060	JAMES EDWARD FARRIOR	13			2018	2745450	\$ 248.11						\$ 248.11	DWMH DOUBLE LISTED
19061	JAMES EDWARD FARRIOR	13			2017	2745450	\$ 241.17						\$ 241.17	DWMH DOUBLE LISTED
19062	BETTY GALIANO	09		079	2021	3062833	\$ 302.80	\$ 8.47	\$ 262.57				\$ 573.84	LATE ELDERLY EXEMPTION APPROVED
19063	NERY GONZALEZ	05		006	2021	10003191	\$ 14.30	\$ 0.40		\$ 1.50	\$ 1.62	\$ 90.00	\$ 107.82	LISTED IN ERROR
19064	MILTON RAY GRADY	13		021	2021	3245913				\$ 0.35			\$ 0.35	NOT IN FIRE DISTRICT
19065	MILTON RAY GRADY	13		021	2021	3245751				\$ 2.31			\$ 2.31	NOT IN FIRE DISTRICT
19066	GLENDA FAYE HERRING	03		001	2021	3820384	\$ 46.05	\$ 1.29	\$ 3.22	\$ 5.06			\$ 55.62	PERSONAL PROPERTY DOUBLE LISTED
19067	MARTIN L HERRING & OTHERS	09		071	2021	3851300	\$ 107.61	\$ 3.01	\$ 45.15				\$ 155.77	LATE ELDERLY EXEMPTION APPROVED
19068	CLIVLAND KELLY	08		010	2021	4786209	\$ 321.75	\$ 9.00		\$ 31.50			\$ 362.25	LATE VETERAN EXEMPTION APPROVED
19069	JEANNE C KING	03			2021	4979721						\$ 90.00	\$ 90.00	DWMH EMPTY SINCE 6-2019
19070	KUKI KAPPERS INC	09			2021	5100648						\$ 90.00	\$ 90.00	BUSINESS CLOSED 9-2018
19071	HARRY K LANIER AND WIFE	10			2021	5195845	\$ 481.91	\$ 13.48					\$ 495.39	BOARD APPROVED LATE LAND USE APP
19072	HARRY K LANIER AND WIFE	10			2021	5195849	\$ 531.96	\$ 14.88					\$ 546.84	BOARD APPROVED LATE LAND USE APP
19073	LEAR CORPORATION	13		003	2021	000000393	\$ 3,382.94	\$ 94.63		\$ 260.23			\$ 3,737.80	CORRECTED BPP VALUE
19074	MARSHBURN'S INC	09			2021	5522140	\$ 25.15	\$ 0.70					\$ 25.85	PERSONAL PROPERTY DOUBLE LISTED
19075	DANIEL J McQUEEN AND WIFE	09	079		2021	5762447	\$ 321.75	\$ 9.00	\$ 27.90				\$ 358.65	LATE VETERAN EXEMPTION APPROVED
19076	CAROLYN B MERRITT	13			2021	5814745						\$ 90.00	\$ 90.00	HOUSE EMPTY FOR 5 YEARS
19077	PAMELA R MOZINGO & LONNIE G ROUSH	05		006	2021	010002582	\$ 395.40	\$ 11.06		\$ 38.18			\$ 444.64	BOARD APPROVED LATE LAND USE APP
19078	JOHNNIE J MURRAY JR AND WIFE	09		011	2021	6297690	\$ 216.65	\$ 6.06		\$ 21.21			\$ 243.92	BOARD APPROVED LATE LAND USE APP
19079	JOHNNIE J MURRAY JR AND WIFE	09		011	2021	6297690	\$ 40.76	\$ 1.14		\$ 3.99			\$ 45.89	BOARD APPROVED LATE LAND USE APP
19080	JOHNNIE J MURRAY JR AND WIFE	09		011	2021	6297692	\$ 90.09	\$ 2.52		\$ 8.82			\$ 101.43	BOARD APPROVED LATE LAND USE APP
19081	JOHNNIE J MURRAY JR AND WIFE	09		011	2021	6297692	\$ 50.05	\$ 1.40		\$ 4.90			\$ 56.35	BOARD APPROVED LATE LAND USE APP
19082	JOHNNIE J MURRAY JR AND WIFE	09		011	2021	6297692	\$ 52.91	\$ 1.48		\$ 5.18			\$ 59.57	BOARD APPROVED LATE LAND USE APP
19083	JOHNNIE J MURRAY JR AND WIFE	09		011	2021	6297695	\$ 4.29	\$ 0.12		\$ 0.42			\$ 4.83	BOARD APPROVED LATE LAND USE APP
19084	JOHN J MURRAY JR	09			2021	6297698	\$ 8.58	\$ 0.24					\$ 8.82	BOARD APPROVED LATE LAND USE APP
19085	JOHNNIE J MURRAY JR AND WIFE	09		011	2021	6297699	\$ 181.61	\$ 5.08		\$ 17.78			\$ 204.47	BOARD APPROVED LATE LAND USE APP
19086	JOHNNIE J MURRAY JR	09		011	2021	6297699	\$ 122.27	\$ 3.42		\$ 11.97			\$ 137.66	BOARD APPROVED LATE LAND USE APP
19087	JAMES T PICKETT AND WIFE	07			2021	6821446						\$ 90.00	\$ 90.00	NO DWELLING ON PROPERTY
19088	JOHN C PRIDGEN III TRUSTEE	02		007	2021	7075249	\$ 15.02	\$ 0.42		\$ 1.47			\$ 16.91	ACREAGE CORRECTION
19089	JOHN C PRIDGEN III TRUSTEE	02		007	2020	7075249	\$ 15.02	\$ 0.42		\$ 1.47			\$ 16.91	ACREAGE CORRECTION
19090	JOHN C PRIDGEN III TRUSTEE	02		007	2019	7075249	\$ 15.02	\$ 0.42		\$ 1.47			\$ 16.91	ACREAGE CORRECTION
19091	JOHN C PRIDGEN III TRUSTEE	02		007	2018	7075249	\$ 15.02			\$ 1.32			\$ 16.34	ACREAGE CORRECTION
19092	JOHN C PRIDGEN III TRUSTEE	02		007	2017	7075249	\$ 14.60			\$ 1.32			\$ 15.92	ACREAGE CORRECTION
19093	CHARLES DWAIN QUINN	07		004	2021	7103270	\$ 28.60	\$ 0.80		\$ 1.83	\$ 3.12	\$ 180.00	\$ 214.35	BILLED 2 SWMH IN ERROR
19094	CHARLES DWAIN QUINN	07		004	2020	7103270	\$ 29.10	\$ 0.81		\$ 1.86	\$ 3.18	\$ 180.00	\$ 214.95	BILLED 2 SWMH IN ERROR
19095	CHARLES DWAIN QUINN	07		004	2019	7103270	\$ 30.75	\$ 0.86		\$ 1.97	\$ 3.36	\$ 180.00	\$ 216.94	BILLED 2 SWMH IN ERROR

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DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE JANUARY 18, 2022

[Signature]

000391

DUPLIN COUNTY

Post Office Box 928 • 213 Seminary Street • Kenansville, N.C. 28349
Telephone 910 296 2140 • Fax 910 296 2142

January 11, 2022

Mr. Davis Brinson, County Manager
P. O. Box 910
Kenansville, N.C. 28349

Dear Mr. Brinson,

I would like to request to re-appoint Mr. Woodrow Brinson as the Senior Tar Heel Legislature Delegate and his wife, Mrs. Connie Brinson as the Senior Tar Heel Legislature Alternate to represent Duplin County Services for the Aged.

The current terms expired in January of 2021 during the covid pandemic. However, they have both continued to serve diligently advocating for Duplin County seniors at the local and state levels. It has been extremely difficult over the years to secure a delegate and an alternate to serve in these roles.

The Senior Tar Heel Legislature terms are for two years.

Sincerely,



Melisa S. Brown, Director
Services for the Aged

<https://www.facebook.com/DuplinAging>

<https://www.duplincountync.com/senior-resource-center/>

000392

NOMINATION FORM
North Carolina Senior Tar Heel Legislator

COUNTY: Duplin DATE: January 11, 2022
NAME OF NOMINEE: Woodrow W. Brinson, Jr. "Woody"
ADDRESS: P. O. Box 34, Kenansville, N.C. 28349

DATE OF BIRTH: 12/3/1947
PHONE: (910) 296-0784
CELLULAR: (910) 441-8394
E-MAIL ADDRESS: wbrinson47@embarqmail.com

NOMINATED FOR: (☒) Delegate (☐) Alternate
NOMINATED BY: Duplin County Services for the Aged
Indicate Group, Agency, Individual or Self-Nomination

Please return the nomination form to:
Eastern Carolina Council - Area Agency on Aging
P.O. BOX 1717
New Bern, NC 28563-1717
(252) 638-3185

NOMINATION FORM
North Carolina Senior Tar Heel Legislator

COUNTY Duplin DATE: January 11, 2022
NAME OF NOMINEE: Connie Brinson
ADDRESS: P. O. Box 34, Kenansville, N.C. 28349

DATE OF BIRTH: 06/19/1952
PHONE: (910) 296-0784
CELLULAR: (910) 372-3537
E-MAIL ADDRESS: babyscal28398@gmail.com

NOMINATED FOR: (☐) Delegate (☒) Alternate
NOMINATED BY: Duplin County Services for the Aged
Indicate Group, Agency, Individual or Self-Nomination

Please return the nomination form to:
Eastern Carolina Council - Area Agency on Aging
P.O. BOX 1717
New Bern, NC 28563-1717
(252) 638-3185



01/12/2022 10:39 chelsey.lanier | Duplin County, NC | JOURNAL INQUIRY | P | 1 | glejeing

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	06	542	BUA	12/29/2021	12/29/2021	01722	chelsey.lanier	-	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB	
1	7405	43110								7.00		
2	7405	43184					Life Insurance		3.50			
3	7405	43194					Life Insurance		3.50			
** JOURNAL TOTAL									0.00	0.00		

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	06	605	BUA	12/30/2021	12/30/2021	01722	C. E. Seay-Lanier		N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB	
1	6130	43910					ADVERTISING			1,820.00		
2	6130	43940					SOFTWARE MAINTENANCE		1,820.00			
** JOURNAL TOTAL									0.00	0.00		

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	07	34	BUA	01/05/2022	01/05/2022	01722	chelsey.lanier		N	Hist	2022	
LN	ORG	PROJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB	
1	5600	43940					SOFTWARE MAINTENANCE			600.00		
2	5600	43003					OFFICE MACHINE RENTAL		600.00			
3	5600	43200					COMMUNICATIONS			200.00		
4	5600	43912					PRINTING		200.00			
5	5617	43910					REPAIRS BUILDING AND GROUNDS			450.00		
6	5617	43912					PRINTING		450.00			
** JOURNAL TOTAL									0.00	0.00		



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YEAR		PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022		07	96	BUA	01/07/2022	01/07/2022	01722	chelsey.lanier		N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB		
1	7132	43300					UTILITIES				2,000.00		
2	7132	41990					PROFESSIONAL SERVICES		2,000.00				
3	7335	43110					TRAVEL				186.14		
4	4335	4270					UNIFORMS		186.14				
** JOURNAL TOTAL									0.00	0.00			

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	07	124	BUA	01/11/2022	01/11/2022	01722	chelsey.lanier		N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT			CREDIT OB
1	5136	40121					SALARIES					3,933.00
2	5136	42013					LAB PROCESSING		800.00			
3	5136	42980					PROGRAM SUPPLIES		2,000.00			
4	5136	42420					IN HOUSE LAB		500.00			
5	5136	42370					INJECTABLES		633.00			
** JOURNAL TOTAL									0.00			0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	07	125	BUA	01/11/2022	01/11/2022	011722	chelsey.lanier		N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB	
1	5110	42960					PROGRAM SUPPLIES			200.00		
2	5113	42420					IN HOUSE LAB			500.00		

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Duplin County, NC
JOURNAL INQUIRY

IP 3
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YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	07	125	BUA	01/11/2022	01/11/2022	01/12/22	chelsey.lanier	1	N	High	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OR	
3	5124	43910						MARKETING		25.00		
4	5124	42420						N HOUSE LAB		300.00		
5	5124	43110						TRAVEL		75.00		
6	5129	43250						POSTAGE		250.00		
7	5132	42980						PROGRAM SUPPLIES		35.00		
8	5163	41990						PROFESSIONAL SERVICES		2,500.00		
9	5163	42980						PROGRAM SUPPLIES		35.00		
10	5163	43110						TRAVEL		325.00		
11	5164	42410						PHARMACY		2,500.00		
12	5164	42600						OFFICE SUPPLIES		1,100.00		
13	5110	42600						OFFICE SUPPLIES	200.00			
14	5113	42600						OFFICE SUPPLIES	500.00			
15	5114	43911						ADVERTISING	25.00			
16	5124	41990						PROFESSIONAL SERVICES	400.00			
17	5124	42980						PROGRAM SUPPLIES	75.00			
18	5129	42980						PROGRAM SUPPLIES	250.00			
19	5132	43911						ADVERTISING	35.00			
20	5163	42013						LAB PROCESSING	2,500.00			
21	5163	43911						ADVERTISING	35.00			
22	5163	42410						PHARMACY	325.00			
23	5164	42013						LAB PROCESSING	2,500.00			

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Duplin County, NC
JOURNAL INQUIRY

IP 4
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YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	07	126	BUA	01/11/2022	01/11/2022	01/12/22	chelsey.lanier	1	N	High	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OR	
24	5163	41990						PROFESSIONAL SERVICES	1,100.00			
** JOURNAL TOTAL									0.00	0.00		
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	07	126	BUA	01/11/2022	01/11/2022	01/12/22	chelsey.lanier	1	N	High	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OR	
1	5133	42980						PROGRAM SUPPLIES		8,500.00		
2	5133	42600						OFFICE SUPPLIES	8,100.00			
** JOURNAL TOTAL									0.00	0.00		
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	07	149	BUA	01/12/2022	01/12/2022	01/12/22	chelsey.lanier	1	N	High	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OR	
1	4316	40127						SALES		2,100.00		
2	4316	42120						LABORATORY	2,100.00			
** JOURNAL TOTAL									0.00	0.00		
** GRAND TOTAL									0.00	0.00		

8 columns printed

** END OF REPORT - Generated by Chelsey Lanier **

Rose M. Kornegay – 20 Years – Tracey Simmons-Kornegay, Health Director
Forrest Craig Hatcher – 20 Years – Randy J. Norwood, Maintenance/Facilities Director
Terri S. Lanier – 20 Years – Gary M. Rose, Tax Administrator
Gwenda S. Swann – 20 Years – Jesse L. Dove, III., Chairman Board of Social Services
Serita L. Southerland – 20 Years - Jesse L. Dove, II., Chairman Board of Social Services
Phyllis W. Drafts – 25 Years - Jesse L. Dove, III., Chairman Board of Social Services
Annie R. Murrell – 25 Years - Jesse L. Dove, III., Chairman Board of Social Services
Stella K. Simpson – 25 Years - Jesse L. Dove, III., Chairman Board of Social Services
Delmas Highsmith – 25 Years – Sheriff Blake Wallace

KORNEGAY	ROSE	MARIE	PUBLIC HLTH NURSE III	HEALTH ADMINISTRATION
HATCHER	FORREST	C	ASST BLDG MAINT SUPV	PUBLIC BUILDINGS
LANIER	TERRI	SLOAN	TAX ASST II	TAX
SWANN	GWENDA	S	PUBLIC INFORMATION ASST IV	DSS
SOUTHERLAND	SERITA	L	SOCIAL WORK SUPV III	DSS
DRAFTS	PHYLLIS	W	SOCIAL WORKER III	DSS
MURRELL	ANNIE	R	SOCIAL WORK SUPV III	DSS
SIMPSON	STELLA	K	CHILD SUPPORT AGENT II	DSS
HIGHSMITH	DELMAS		LIEUTENANT - LAW	JAIL

Prepared By: Return To
Counsel of the Carolinas
310 N Front St. Ste 4-147
Wilmington, NC 28401

Portion of Parcel No. 13-E118 and PIN 340300487866
Excise Tax \$0

STATE OF NORTH CAROLINA DEED OF EASEMENT
COUNTY OF DUPLIN

THIS DEED OF EASEMENT ("Easement") is made as of this ____ day of
_____, 2021, by and between DUPLIN COUNTY, a body politic
and corporate of the State of North Carolina ("Grantor") and ATLANTIC TELEPHONE
MEMBERSHIP CORPORATION, a North Carolina non-profit cooperative, of PO Box 3198,
Shallotte, NC 28459 ("Grantee").

WITNESSETH:

WHEREAS, Grantor desires to deed, declare, and establish for the benefit of the Grantee
easement rights over that area in Kenansville Township adjacent to NC Highway No. 11 & 903
and more particularly described as that (1) 2,700 square foot utility easement depicted as "Parcel
A"; and, (2) 15' x 30' utility and access easement, both depicted per that plat of survey prepared
by James B. Blanchard, P.L.S., as signed and sealed September 29, 2021, and recorded October 4,
2021, in Map Book 32 at Page 486, Duplin County Registry ("Easement Area") a copy of which
is attached hereto as Exhibit A, incorporated herein by reference, said Easement Area being a
portion of that property acquired by Grantor per deed recorded December 18, 1998, in Book
1264, Page 305, Duplin County Registry; and

WHEREAS, Grantor affirms there is no other necessary party to this Easement, such as a
lienholder that would need to subordinate its interest so as to avoid extinguishment of the
easement created herein.

NOW, THEREFORE, for and in consideration of \$10.00 cash in hand paid and other
good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,
Grantor affirms and acknowledges that the Easement Area granted hereby is a nonexclusive,

perpetual, and appurtenant easement for Grantee's pedestrian and vehicular ingress, egress, and
regress to and from the Easement Area to install, construct, place, operate, maintain, clear, repair,
inspect, and replace therein telecommunication systems, lines, and equipment, above or below
ground, and to license or otherwise permit the joint use occupancy of such systems, lines, and
equipment with any duly qualified person, firm, or corporation for telecommunications purposes;
including, but not limited to, voice, data, and video transmission.

TO HAVE AND TO HOLD, unto Grantee, the right, privilege and easement for the
purposes stated herein as an appurtenance upon the real property owned by Grantor in and to the
Easement Area so as to run with the title thereto so as to bind the grant herein upon and inure
unto the respective successors or assigns of Grantor and Grantee. Grantor covenants that it is
seized of the aforesaid premises in fee and has the right to convey the Easement hereby granted,
and that Grantor will warrant and defend title to the same against the claims of all persons
whomsoever.

IN WITNESS WHEREOF, Grantor has set its hand and seal, by its duly authorized
representative, effective the day and year first above written.

PENDER COUNTY, a body politic and corporate of the State of North Carolina

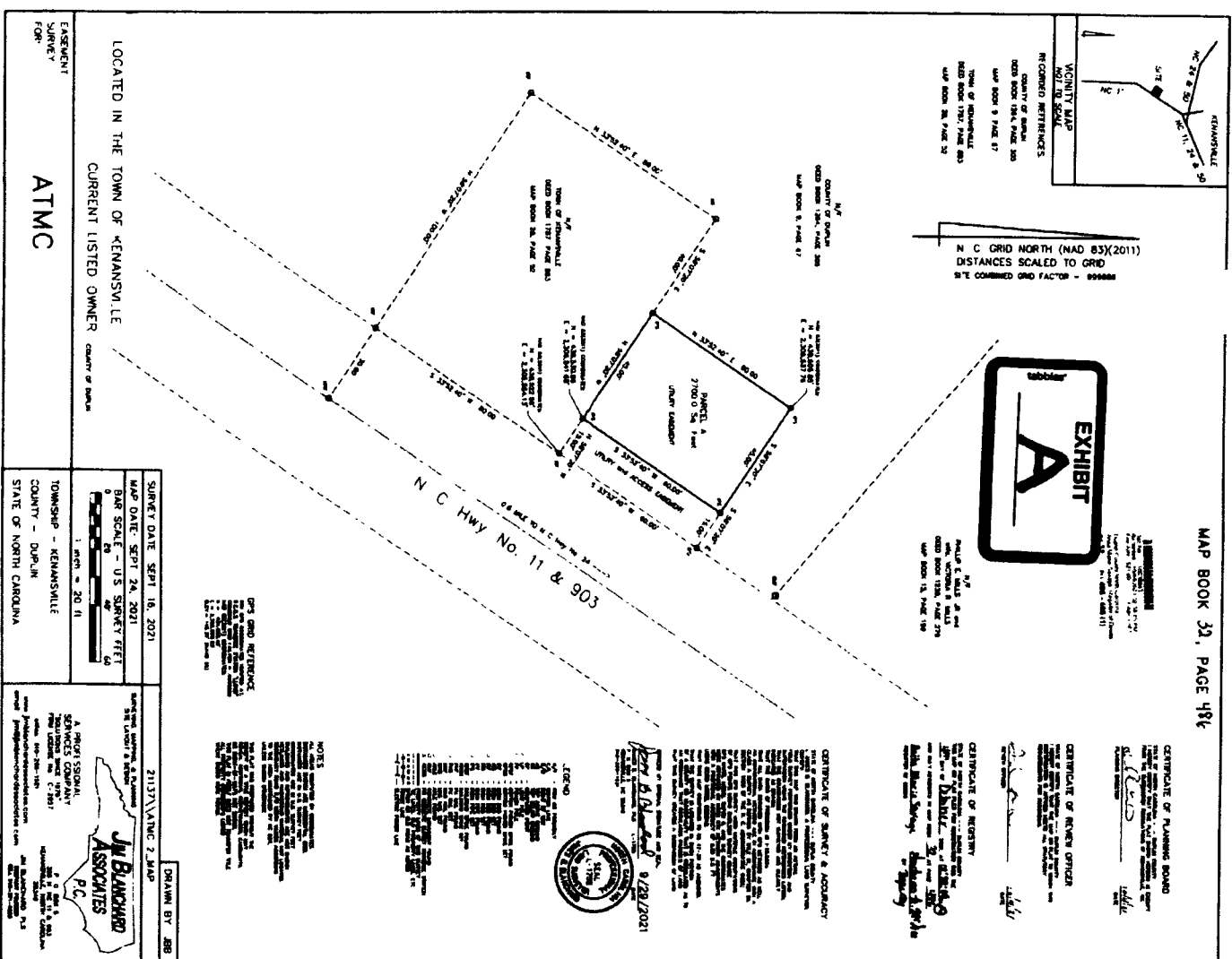
By: _____ (Seal)
Dexter B. Edwards
Chair, Duplin County Board of Commissioners

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

I, _____, a notary public of Duplin County, NC, certify
that Dexter B. Edwards, Chair of the Duplin County Board of Commissioners personally appeared before
me this day, being personally known to me or proven to me upon satisfactory evidence, and
acknowledged that by authority duly given and as the act of the County of Duplin, he so executed this
Deed of Easement.

Date _____ [Affix Seal]
Printed Name of Notary: _____
Notary Public

My Commission Expires: _____



ATMC

Fact Sheet: ATMC NC GRE, Grant – Duplin County

WHO WE ARE

A TLM is a nonprofit cooperative owned by its members and dedicated to providing outstanding service. Chartered in 1995, Atlantic Telephone Membership Corporation (ATMC) offers local telephone service, high-speed internet, cable TV, bus, news, communications, security and wireless services. ATMC offers service outside of its traditional cooperative territory through a wholly owned subsidiary ATMC, LLC. ATMC and ATMC, LLC currently serve more than 50,000 customers in Brunswick and Columbus counties.

PURPOSE OF GRANTS

AT&T is working to deliver critical broadband service to Judson County, a percentage of businesses with minimum 30 Mbps per second (Mbps), and up to GigaBps per second (Gbps) maximum symmetrical speeds via a 100% fiber-to-the-home network.

ATMC'S GRANT AWARDS

In August of 2020, a TMC was awarded \$2.2 million dollars that will be used to expand high speed internet service to serve more than 400 homes in communities west of Magnolia, Rose Hill and Teahrey. Central Duplin County ATTC will provide additional \$2,220,316.95 dollars to match funding to complete these projects.

DETAILS OF PROPOSED SERVICE FUNDING AREA

Through in-person and/or existing services in the proposed funding areas and states or subregions, AINAC will aim to address the needs of underserved and rural areas and strengthen connectivity for the purposes of economic development and improvement of transportation, as well as educational connectivity and digital literacy enhancement. AINAC's project will serve more than 1,000 residents in rural Platte County, or 70% of the population (with a 2019 Census Bureau estimate of 1,400).

ATMC'S PAST GRANT SUCCESS

ALAC has a strong history of providing broadband to rural areas and maximizing the use of grant dollars for the benefit of rural communities. Here is an overview of the broadband grants ALAC has received:

NC GREAT Grant Program:

- In May of 2019, ATMC won a \$1 million-dollar grant from the NC GREAT Start program to build a fiber optic network to more than 80 small businesses and customers in the Columbus County community of Heavensham. This project was completed in July of 2020.
- In August of 2020, ATMC was awarded a \$3.5 million-dollar grant from the NC GREAT Start program to serve 2,000 residents and businesses in the Columbus County towns of Fair Bluff and Boardman, as well as the Robert County communities of Orrum and Proctorville.
- In December of 2020, ATMC was awarded \$7.8 million dollars through a special supplemental round of the NC GREAT Grant program that will allow ATMC bring "high speed internet" to 3,000 rural addresses in Brunswick, Columbus, Robeson and Duplin Counties.

USDA ReConnect Grant Program

- In December of 2019, ATMC won a \$7.9 million dollar USDA ReConnect Grant to build a fiber optic network to more than 4,000 homes and businesses in the Columbus County communities of Labor City, Hallsboro Bottom, Lake Mecklenburg and areas north of Whiteside. Construction of the project is currently underway.

CONTACT US

Mailing Address : 2001 9th Shallice Ln, 20154 Phone : 01541, **Email** faste@ash101.com **Website** faste101.com

AIA® Document A141® – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 18 day of January in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Duplin County
PO Box 950
Kenansville, North Carolina 28349
(919) 296-2333

and the Design-Builder

(Name, legal status, address and other information)

Jackson Builders, Inc
1608 US Highway 70 West
Foldsboro, North Carolina 27530
(919) 734-5428

for the following Project

(Name, location and detailed description)

Duplin County Public Transportation Facility
Fairgrounds Drive
Kenansville, North Carolina 28349

The Owner and Design-Builder agree as follows:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 COMPENSATION AND PROGRESS PAYMENTS
- 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
- 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 6 CHANGES IN THE WORK
- 7 OWNER'S RESPONSIBILITIES
- 8 TIME
- 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 UNCOVERING AND CORRECTION OF WORK
- 12 COPYRIGHTS AND LICENSES
- 13 TERMINATION OR SUSPENSION
- 14 CLAIMS AND DISPUTE RESOLUTION
- 15 MISCELLANEOUS PROVISIONS
- 16 SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

- A DESIGN-BUILD AMENDMENT
- B INSURANCE AND BONDS
- C SUSTAINABLE PROJECTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1. (Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project (Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

See attached RFP from Duplin County Transportation and response thereto from Jackson Builders, Inc.

§ 1.1.2 The Owner's design requirements for the Project and related documentation

	<i>(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)</i> See attached RFQ&P from Duplin County Transportation and response thereto from Jackson Builders, Inc. § 1.1.3 The Project's physical characteristics <i>(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports, site, boundary and topographic surveys, traffic and utility studies, availability of public and private utilities and services, legal description of the site, etc.)</i> See attached RFQ&P from Duplin County Transportation and response thereto from Jackson Builders, Inc. § 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any <i>(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective incorporate AIA Document A141TM-2014, Exhibit C "Sustainable Projects," into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)</i> See attached RFQ&P from Duplin County Transportation and response thereto from Jackson Builders, Inc. § 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows: <i>(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)</i> See attached RFQ&P from Duplin County Transportation and response thereto from Jackson Builders, Inc. § 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below: <i>(Provide total for Owner's budget, and if known, a line item breakdown of costs.)</i> See attached RFQ&P from Duplin County Transportation and response thereto from Jackson Builders, Inc. § 1.1.7 The Owner's design and construction milestone dates: <table><tr><td>1.</td><td>Design phase milestone dates</td></tr><tr><td></td><td>See attached schedule, to be provided by Design-Builder and mutually agreed upon by parties</td></tr><tr><td>2.</td><td>Submission of Design-Builder Proposal</td></tr><tr><td></td><td>See attached schedule, to be provided by Design-Builder and mutually agreed upon by parties</td></tr><tr><td>3.</td><td>Placed completion dates</td></tr><tr><td></td><td>See attached schedule, to be provided by Design-Builder and mutually agreed upon by parties</td></tr><tr><td>4.</td><td>Substantial Completion date</td></tr><tr><td></td><td>See attached schedule, to be provided by Design-Builder and mutually agreed upon by parties</td></tr><tr><td>5.</td><td>Other milestone dates</td></tr></table>	1.	Design phase milestone dates		See attached schedule, to be provided by Design-Builder and mutually agreed upon by parties	2.	Submission of Design-Builder Proposal		See attached schedule, to be provided by Design-Builder and mutually agreed upon by parties	3.	Placed completion dates		See attached schedule, to be provided by Design-Builder and mutually agreed upon by parties	4.	Substantial Completion date		See attached schedule, to be provided by Design-Builder and mutually agreed upon by parties	5.	Other milestone dates	
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5.	Other milestone dates																			
Init.	AIA Document A141™ – 2014. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The American Institute of Architects' "AIA," the AIA Logo, and AIA Contract Documents are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:43:41 ET on 01/11/2022 under Order No 2114278218 which expires on 01/10/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail copyrigh@aia.org User Notes (1417303368)	3																		
	See attached schedule, to be provided by Design-Builder and mutually agreed upon by parties § 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost: <i>(List name, legal status, address and other information.)</i> <table><tr><td>1. Architect</td></tr><tr><td>Smith Engineering and Design, P.A. 1103 Grace Place, Suite A Goldsboro, North Carolina 27534 (919) 736-2141</td></tr><tr><td>2. Consultants</td></tr><tr><td>B R Komegay, Inc 300 F Walnut Street Goldsboro, North Carolina 27530 (919) 735-5886</td></tr><tr><td>3. Contractors</td></tr></table> Design-Builder shall make all efforts to utilize the services of local Duplin County subcontractors § 1.1.9 Additional Owner's Criteria upon which the Agreement is based: <i>(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)</i> § 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or law full orders of public authorities. § 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict. § 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6. § 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocol, governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203TM-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling. § 1.2 Project Team § 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1 <i>(List name, address and other information.)</i> <table><tr><td>NI</td></tr><tr><td>Davis H Brinson, County Manager PO Box 950 Kenansville, NC 28349 (910) 296-2100</td></tr></table>	1. Architect	Smith Engineering and Design, P.A. 1103 Grace Place, Suite A Goldsboro, North Carolina 27534 (919) 736-2141	2. Consultants	B R Komegay, Inc 300 F Walnut Street Goldsboro, North Carolina 27530 (919) 735-5886	3. Contractors	NI	Davis H Brinson, County Manager PO Box 950 Kenansville, NC 28349 (910) 296-2100												
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(Last name, address and other information)

Project manager, to be determined

§ 1.2.3 The Owner will retain the following consultants and separate contractors (Last discipline, scope of work, and, if known, identify by name and address.)

N/A (Owner reserves the right to separately retain consultants and contractors if necessary.)

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2 (Last name, address and other information.)

Ray Potts
1608 US Highway 70 West
Goldstboro, North Carolina 27530
(919) 734-5428
rpotts@jacksonbuilders.com

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following (check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 14.4
- ☒ Litigation in a court of competent jurisdiction in Duplin County, North Carolina
- ☐ Other (Specify)

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"), other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, (Contractor(s), Architect, and Consultant(s)) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows (Insert amount of, or basis for, compensation, including compensation for any Submittal/In Services, to indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

Maximum of Seventy-Four Thousand Dollars (\$74,000.00)

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.
(If applicable attach an exhibit of hourly billing rates or insert them below.)

See attached, to be provided by Design-Builder

Individual or Position	Rate
------------------------	------

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Dedicated data and communication services, teleconferences, Project web sites, and extranets;
3. Fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, standard form documents;
5. Postage, handling and delivery;
6. Expense of overtime work, requiring higher than regular rates, if authorized in advance by the Owner;
7. Rendings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
8. All taxes levied on professional services and on reimbursable expenses; and
9. Other Project-related expenditures, if authorized in advance by the Owner

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of N/A percent (N/A %) of the expenses incurred

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid N/A (N/A) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder
(Insert rate of monthly or annual interest agreed upon.)

N/A % N/A

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspection or approvals of the Owner

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules, and regulations, or law full orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and law full orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or law full orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or law full orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work

§ 3.1.5 General Consultation. The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

1. Work completed for the period;
2. Project schedule status;
3. Submittal schedule and status report, including a summary of outstanding Submittals;
4. Responses to requests for information to be provided by the Owner;
5. Approved Change Orders and Change Directives;
6. Pending Change Order and Change Directive status reports;
7. Tests and inspection reports;
8. Status report of Work rejected by the Owner;
9. Status of Claims previously submitted in accordance with Article 14;
10. Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
11. Current Project cash-flow and forecast reports; and
12. Additional information as agreed to by the Owner and Design-Builder

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

1. Design-Builder's work force report;
2. Equipment utilization report, and
3. Cost summary, comparing actual costs to updated cost estimates

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or physical construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include:

1. allocations of program functions, detailing each function and their square foot areas;
2. a preliminary estimate of the cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
3. a preliminary schedule, which shall include proposed design milestones, dates for receiving additional information from, or for work to be completed by, the Owner, anticipated date for the Design-Builder's Proposal, and dates of periodic design review sessions with the Owner; and
4. the following:
(If not additional information, if any, to be included in the Design-Builder's written report.)

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

1. (confirmation of the allocations of program functions;
2. Site plan;
3. Building plans, sections and elevations;
4. Structural system;
5. Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
6. Outline specifications or sufficient drawing notes describing construction material.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

1. A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
2. The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work, plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
3. The proposed date the Design-Builder shall achieve Substantial Completion;
4. An enumeration of any qualifications and exclusions, if applicable;
5. A list of the Design-Builder's key personnel, Contractors and suppliers; and
6. The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and law full orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are

(1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

1. allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
2. the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
3. whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsibly in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, law full orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor, such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

1. The change in the Work.
2. The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
3. The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may, by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
2. Unit prices stated in the Design-Build Documents or subsequently agreed upon.
3. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee, or
4. As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

1. Additional costs of professional services;
2. Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
3. Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
4. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
5. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
6. Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution, hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the

Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary, in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for antipating subssoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 1.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by, Section 5.13.1.3

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or hereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or hereafter due the Design-Builder are not sufficient to cover such amount, the Design-Builder shall pay the difference to the Owner

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner, or by changes ordered in the Work by the Owner, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control, or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment, or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of:

1. defective Work, including design and construction, not remedied,
2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder,
3. failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment,
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,
5. damage to the Owner or a separate contractor,
6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or
7. repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to sub-consultants and subcontractors in a similar manner

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the

Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or joint liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay, and start-up, plus interest as provided for in the Design-Build Documents

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof, which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents, so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion, establish responsibilities of the Owner and Design-Builder for security, maintenance, repair, utilities, damage to the Work and insurance, and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

1. liens, Claims, security interests or encumbrances arising out of the Contract and unsettled,
2. failure of the Work to comply with the requirements of the Design-Build Documents, or
3. terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

1. employees on the Work and other persons who may be affected thereby,
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable law's, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible,

written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles; or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

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§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may, do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due; and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice

to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency that requires all Work to be stopped;
3. Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents, or
4. The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

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§ 13.2.2.2 Termination by the Owner For Cause

§ 13.2.2.1 If the Owner may terminate the Contract if the Design-Builder

1. fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion.
2. repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials.
3. fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder.
4. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or law full orders of a public authority, or
5. is otherwise guilty of substantial breach of a provision of the Design-Build Documents

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice,

1. Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder.
2. Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15, and
3. Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible, or
2. that an equitable adjustment is made or denied under another provision of the Contract

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

1. cease operations as directed by the Owner in the notice;
2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work, and,
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors and purchase orders, and enter into no further Project agreements and purchase orders

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior to Final Payment. Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents

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§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part; (2) approving the Claim in whole or in part; or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data; (2) render an initial decision rejecting the Claim in whole or in part; (3) render an initial decision approving the Claim; (4) suggest a compromise; or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data; (2) advise the Owner when the response or supporting data will be furnished; or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4.9, 10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event,

mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of

the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultant, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultant, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultant, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultant, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies otherwise available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. (Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly, and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity, the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 (Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.)

§ 15.9 Other

Architectural, Engineering or Related Services (not previously mentioned) In accordance with 49 U.S.C. § 5325(b), the Contractor agrees to comply with the following requirements pertaining to the procurement of architectural engineering or related services that will be financed with Federal assistance authorized under 49 U.S.C. chapter 53 or required by Federal law to be administered in accordance with 49 U.S.C. chapter 53 to the extent noted in § 15.9.1.

§ 15.9.1 Upon awarding a contract for architectural engineering or related services, the Contractor agrees that it and its subcontractors at any tier will

- Perform and audit the third party contract or the third party subcontract in compliance with the cost principles of the FAR as set forth in 48 C.F.R. Part 31.
- Accept the indirect cost rates established by a cognizant Federal or State government agency in accordance with the FAR for one-year applicable accounting periods, if those rates are not currently under dispute.
- Will use indirect cost rates accepted by a cognizant Federal or State government agency for contract or subcontract for purposes of contract estimation, negotiation, administration, reporting, and contract payment without limitation by administrative or de facto ceilings, and
- In compliance with 49 U.S.C. § 5325(b)(2)(D), agrees and assures that it and the members of any group of entities sharing cost or rate data described in section 17.02(c) of this Master Agreement shall
 - Notify any affected firm before requesting or using that data.
 - Maintain the confidentiality of that data, and assure that it is not accessible or provided to others and
 - Not disclose that data under any circumstances if doing so is prohibited by 49 U.S.C. § 5325(b) or other law.

§ 16.1 This Agreement is comprised of the following documents listed below

- 1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- 2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed
- 3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds
- 4 AIA Document A141™-2014, Exhibit C, Sustainable Projects, if completed
- 5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed or the following:

.6 Other:

Duplin County Transportation's Request for Qualifications and Proposal Jackson Builders, Inc.'s Response to RFQ&P Project Schedule

Hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, as required under § 2.1.2.

This Agreement entered into as of the day and year first written above

OWNER (Signature)

(Printed name and title)

DESIGN-BUILDER (Signature)

Kent Warren President
(Printed name and title)

Additions and Deletions Report for

AIA® Document A141™ - 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 18 day of January in the year 2022

•

Duplin County
PO Box 950
Kennansville, North Carolina 28349
(919) 296-2333

$$\vdots$$

Jackson Builders, Inc
1608 US Highway 70 West
Gold-sboro, North Carolina 27530
(919) 734-5428

2

Duplin County Public Transportation Facility
Fangrounds Drive
Kenansville, North Carolina 28349

PAGE 2

See attached RFQ&P from Duplin County Transportation and response thereto from Jackson Builders, Inc.

See attached RFQ&P from Duplin County Transportation and response thereto from Jackson Builders, Inc

•

See attached RFQ&P from Duplin County Transportation and response thereto from Jackson Builders, Inc

•

See attached RFQ&P from Duplin County Transportation and response thereto from Jackson Builders, Inc

.

See attached RFQ&P from Duplin County Transportation and response thereto from Jackson Builders, Inc

•

See attached RFP from Duplin County Transportation and response thereto from Jackson Builders, Inc.

See attached schedule, to be provided by Design-Builder and mutually agreed upon by parties

See attached schedule, to be provided by Design-Builder and mutually agreed upon by parties

See attached schedule, to be provided by Design-Builder and mutually agreed upon by parties

See attached schedule, to be provided by Design-Builder and mutually agreed upon by parties

PAGE 4

See attached schedule, to be provided by Design-Builder and mutually agreed upon by parties

Smith Engineering and Design, P.A.
1103 Grace Place, Suite A
Goldstboro, North Carolina 27534
(919) 736-2141

B.R. Komegy, Inc.
300 E Walnut Street
Goldstboro, North Carolina 27530
(919) 735-5886

Design-Builder shall make all efforts to utilize the services of local Duplin County subcontractors

M.
Davis H. Brinson, County Manager
P.O. Box 950
Kenansville, NC 28349
(910) 296-2100

PAGE 5

Project manager, to be determined

N/A (Owner reserves the right to separately retain consultants and contractors if necessary)

Rex Potts
1608 US Highway 70 West
Goldstboro, North Carolina 27530

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(919) 734-5428
rpotts@jacksonbuilders.com

[X] Litigation in a court of competent jurisdiction in Duplin County, North Carolina

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Maximum of Seven Thousand Dollars (\$74,000.00)

See attached, to be provided by Design-Builder

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of N/A percent (N/A %) of the expenses incurred.

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid N/A (N/A) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder

N/A % N/A
PAGE 34

§ 15.9 Other Architectural, Engineering or Related Services (not previously mentioned) In accordance with 49 U.S.C. § 5325(b), the Contractor agrees to comply with the following requirements pertaining to the procurement of architectural, engineering or related services that will be financed with Federal assistance authorized under 49 U.S.C. chapter 53 or required by Federal law to be administered in accordance with 49 U.S.C. chapter 53 to the extent noted in § 15.9.1

§ 15.9.1 Upon awarding a contract for architectural engineering or related services, the Contractor agrees that it and its subcontractors at any tier will:

- a) Perform and audit the third party contract or the third party subcontract in compliance with the cost principles of the FAR as set forth in 48 C.F.R. Part 31
- b) Accept the indirect cost rates established by a cognizant Federal or State government agency in accordance with the FAR for one-year applicable accounting periods, if those rates are not currently under dispute
- c) Will use indirect cost rates accepted by a cognizant Federal or State government agency for contract or subcontract for purposes of contract estimation, negotiation, administration, reporting, and contract payment without limitation by administrative or de facto ceilings, and
- d) In compliance with 49 U.S.C. § 5325(b)(2)(D), agrees and assures that it and the members of any group of entities sharing cost or rate data described in section 17 (2)(c) of this Master Agreement shall:
 - a) Notify any affected firm before requesting or using that data.
 - b) Maintain the confidentiality of that data, and assure that it is not accessible or provided to others, and
 - c) Not disclose that data under any circumstances if doing so is prohibited by 49 U.S.C. § 5325(b) or other law.

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Duplin County Transportation's Request for Qualifications and Proposal Jackson Builders, Inc.'s Response to RFQ&P Project Schedule

Hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractor, as required under § 2.1.2

Angel Venecia Department Head

Kent Warren President

Jackson Builders, Inc.

Hourly Billing Rates Schedule:

The design services outlined in this AIA A141 contract and per Section 2.1.1 are to be a lump sum amount of \$74,000.00. There should not be the need for hourly billing rates unless there is a re-design necessary subject to an agreed upon design by Duplin County.

Per Section 2.1 and 16.9, the hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors are estimated to range (if needed) \$150 to \$225.

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:43:41 ET on 01/11/2022 under Order No. 2114278218 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014, Standard Form of Agreement Between Owner and Design-Builder, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

ATTACHMENTS

(Signed)

(Title)

(Printed)

Duplin County Public Transportation
Public Transportation Facility
Fairgrounds Drive
Kenansville, NC

Duplin County Public Transportation
Public Transportation Facility
Fairgrounds Drive
Kenansville, NC



REQUEST FOR QUALIFICATIONS AND PROPOSAL
DESIGN/BUILD TEAM

FOR THE
PUBLIC TRANSPORTATION FACILITY
FAIRGROUNDS DRIVE, KENANSVILLE, NC

Proposal Due Date: August 3, 2021 2:00 p.m. EDT

Provided By:

PARRISH & PARTNERS
336.944.6881 CPearce@parrishandpartners.com

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- Appendix B: Alternative Conceptual Layout
- Appendix C: Federal and State Requirements and Special Conditions for Construction
- Appendix D: Sample Design/Build Selection Rating Form

1 Definitions

Design-Builder—an appropriately licensed person, corporation, or entity that under a single contract, offers to provide design services and general contracting services

Primary Contractor—general contractor who will be the lead on the proposed project and will bear the majority of the responsibility for the project and its progression

Key Consultant—architectural, civil, mechanical, or electrical engineering, roofing, or other specialty consultants who will sub to the Primary Contractor to aid in project completion

Owner—County of Duplin, NC – Duplin County Public Transportation

Design services—any and all architectural, engineering and design services provided by design-builder pursuant to the contract and all labor, materials, equipment, computers, documents, and all other necessary items for the performance of such services

Construction services—provided by a general contractor, which include preparation and coordination of bid packages, scheduling, cost control, value engineering, evaluation, pre-construction services, and construction administration

Project—all structures, buildings, site work, landscaping, other improvement to real property of every kind and nature provided for or reasonably inferable from the Request for Qualifications

DBE— a for-profit business, located in the United States, independently owned and operated by one or more disadvantaged individuals and meets all requirements concerning group membership (or individual disadvantage), business size, ownership, and control as defined in 49 C.F.R. 26 Subpart D

2 Project Team

- Owner: Duplin County Public Transportation
Angel Venecia
- Owner's Representative: Parrish & Partners of North Carolina, PLLC

3 Project Information & Requirements

3.1 Site and Facility Information

In 2014 Duplin County commissioned a *Facility Feasibility Study* for the consolidated Public Transportation Facility, which is attached to this RFQ-P as **Appendix A**. The Table below presents sections of note to provide essential information on the site and proposed facility. A second conceptual layout was prepared in 2021 and is included at **Appendix B**

Space program requirements – including detailed breakdowns of required space by type and use	14-22
Description and overview of Site A (the final selected site)	29
Detailed screening information – including items common to both refined sites, as well as Site A specific data	48-52
Conceptual layout of the facility on Site A	55
Environmental documentation for Site A	Appendix D

**Page numbers are from the Facility Feasibility Study, attached as Appendix A*

3.2 Anticipated Project Budget

The Owner has been awarded \$1,135,137 in federal funding for the completion of this project.

The Owner is aware that the current budget may not be sufficient to accommodate the construction of the full facility described in the *Facility Feasibility Study (Appendix A)* at this time, so a ranking of importance for the first phase is below:

1. Administration offices/Parking area (no expansions)
2. Transit Vehicle entry/access and parking area
3. Covered Van parking area for transit vehicles with attached covered walkway to administrative offices.
4. Car wash area & all appurtenances
5. Fueling area & all appurtenances

3.3 Scope of Services

It will be the responsibility of the Design/Build Team to provide the necessary services and work toward the successful completion of the project, including but not limited to, the following scope items:

- Provide all design and construction services to implement the goals of the project, including but not limited to, architectural design, civil, electrical, structural, mechanical

Duplin County Public Transportation
Public Transportation Facility
Fairgrounds Drive
Kenansville, NC

- engineering services and any specialty design consultants as required, as well as construction services including pricing and cost validation, scheduling, project administration and management.
- Oversee and perform the complete design, permitting and construction processes while providing adequate time for Owner input and review
 - Permit fees and submittal and management will be the responsibility of the Primary Contractor.
 - Effectively coordinate and communicate the activities of the Design/Build Team throughout the design and construction process with the Owner and Owner's Representative.
 - Develop and track costs throughout design and construction. Quickly provide Owner with options to maintain budget if overruns are encountered.
 - Record and distribute accurate and complete meeting minutes for regular progress meetings.
 - Coordination of any utilities, site lighting, and drainage requirements.
 - The selected Primary Contractor will be solely responsible for the successful delivery of the Public Transportation Facility. The Primary Contractor will be responsible for coordination of all project stakeholders throughout design and construction
 - Ensure Compliance with *Federal and State Requirements and Special Conditions for Construction*, attached as **Appendix C**.
 - The Owner has a total budget of \$1,135,137 for all contracted phases of this project, including all costs and fees. It may be necessary to phase development as discussed previously in *Section 3.2 Anticipated Project Budget*. Total costs include architectural programming, design & engineering, construction related expenses and services, construction administration, testing services, permits, and other building related professional service fees necessary to fully complete the Project.
- 3 4 Building & Site Construction Descriptions
- Building construction shall include a pre-engineered metal building with brick veneer on 3 sides.
- Civil Development & Design shall include:
- Utility design and connections
 - Sidewalks
 - Site lighting (may be performed by local utility provider)
 - Landscaping and drainage
 - Paving and curb and gutter
 - Grading to include controlled fill as necessary

Duplin County Public Transportation
Public Transportation Facility
Fairgrounds Drive
Kenansville, NC

3 5 Schedule Requirements

It will be the responsibility of the related design builder to provide a critical path schedule that includes milestones for design, construction, closeout, commissioning and turnover. The project schedule is to be updated on a regular basis.

3 6 Submittal Instructions

RFQ-P responses are to be submitted as follows:

DUE DATE: **Tuesday, August 3, 2021**

TIME: 2:00 PM EDT

TO: Angel Veneca, Director, Duplin Public Transportation Department

VIA: US Mail: PO Box 950, 208 S. Main St
Kenansville, NC 28349

Questions may be directed to Cindy Pearce at: cpearce@barrishandpartners.com or 336.944.6881 **ON OR BEFORE Tuesday July 27, 2021 at 2:00 PM EDT**. Any questions the Owner feels are pertinent to all proposers will be mailed as an addendum to the RFQ to all prospective firms, i.e. firms who have requested the proposal documents

NOTE: Proposals received after the due date will not be considered

4 Selection Process

4 1 Anticipated Selection Schedule

The anticipated selection schedule is described below.

- Start Date: RFQ-P Issued
- 2 Weeks: Deadline for Questions and preselection meeting
- 1 Month: Submittals Due from Candidates
- 6th Week: Interview Candidates
- 7th Week: Selection Notification
- 8th Week: Notice to Proceed & Award
- 9th Week: Pre-Construction Meeting

Total Goal from RFQ-P to Award: 8-10 Weeks

4.2 Proposal Requirements

Submittals will be reviewed by Owner's Representative & Owner to determine which candidate offers the best value to the Owner. Interviews may be required in person.

Organize your RFQ-P response using the following outline. Please separate each section with dividers or tabs using the appropriate section labels

Failure to provide the information requested in each of the following subsections may result in rejection of the proposal.

SECTION 1 – LETTER OF INTEREST

Provide a maximum one-page letter of interest that includes a synopsis of the firm, business principals, distinguishing characteristics, approach to completing the project, primary contact information, and is signed by the principal-in-charge.

SECTION 2 – TEAM STRUCTURES, EXPERIENCE, AND RESUMES

Organizational Chart:

Provide a team organization chart showing each proposed Team Member, their associated role and their anticipated time commitment throughout the project. The Owner reserves the right to determine the acceptability of these individuals.

Resumes:

Provide resumes for proposed team members, highlighting recent design-build contract experience. Any projects completed working in a team with the prime contractor are explicitly listed in each Key Consultant's resume, where applicable.

Identify any DBE members of your team and how they will fulfill the requirements for DBE participation. Identify any prior experience working with this member of the team. DBE goal for this project is 1.9%

Project Profiles:

Provide up to three (3) examples of relevant projects either in-progress or completed by your firm during the last 3 years. List key team members involved with the projects, as well as comparisons of proposed vs. final schedule and proposed vs. final project budgets.

Letters of Reference:

Provide up to three (3) letters of reference from contracts similar in scope and size to this project. Primary Contractor shall have an ongoing contract or completed a contract within the last 3 years with the identified reference

Legal Standing:

Record of litigation, legal action, and safety records should be provided for the Primary Contractor and any Key Consultants.

SECTION 3 – SCHEDULE & ESTIMATE

Provide a duration schedule for design, permitting, construction and turn over periods. The schedule should present milestones and illustrate total time to complete the project in weeks.

Submit a Preliminary Estimate of Cost for:

- 1 Design
- 2 Building
- 3 Site Development & Utilities

All cost estimates should be broken down by the ranked items as listed in Section 3.2 Anticipated Project Budget.

5 Owner Selection and Contracting Provisions

The rating form to be used when scoring proposals is attached as Appendix D.

5.1 Right to Reject any and all Proposals

Failure of the candidate to provide any information requested in the RFP may result in the disqualification of the submitted proposal. Owner reserves the right to select or reject any and all submissions in its best interest. The Owner also reserves the right to pre-qualify any or all proposers or reject any or all proposers as unqualified, including without limitation, the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional, qualifications. Likewise, the Owner also reserves the right to re-solicit, waive all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the apparent successful candidate, or interview proposers.

5.2 Insurance Requirements

The selected firm will be required to maintain insurance at or above the legal statutory limits for Workman's Compensation & General Liability Insurance. Builder's Risk Insurance, if required by Owner, will be provided by the Primary Contractor, and reimbursed cost by the Owner to the Primary Contractor.

5.3 Verification of Information

Candidates are hereby notified that the Owner will rely on the accuracy and completeness of all information provided in making its selection. As such, candidates are urged to carefully review all information provided to ensure clarity, accuracy and completeness of such information. As the Owner deems necessary and appropriate in its sole discretion, the Owner reserves the right to make any inquiries or other follow up required to verify the information provided. The Owner reserves the right to select any or reject any and all submissions in their best interest.

5.4 Discrimination in Employment

In connection with the performance of work on this project the selected Design Build Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, genera, age, military status, sexual orientation, marital status, or physical or mental disability; and the Service Provider further agrees to insert the foregoing provision in all subcontracts hereunder.

5.5 Cost of Developing Qualifications

Any costs associated with developing qualifications, preparing for and attending an interview is the sole responsibility of the Service Provider. The Owner assumes no liability for any costs incurred throughout the entire selection process.

5.6 Qualification Ownership

All qualifications, including attachments, supplementary materials, sketches, etc. shall become the property of the Owner and will not be returned to the candidate.

5.7 Assignment

The successful Candidate is prohibited from assigning or subcontracting the whole or any part of the contract without the prior written consent of the Owner.

5.8 Contract

The successful firm will be required to enter into a written contract with the Owner in a form acceptable to the Owner and Design-Builder.

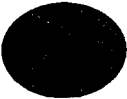
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Duplin County Public Transportation
Public Transportation Facility
Fairgrounds Drive
Kenansville, NC

Appendix A
Facility Feasibility Study



Duplin County Public Transportation
Facility Feasibility Study
Final Report



**PARSONS
BRINCKERHOFF**

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1 INTRODUCTION

1.1 Study Purpose

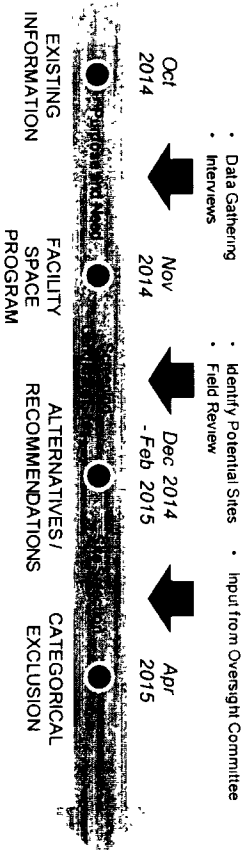
The North Carolina Department of Transportation (NCDOT) has partnered with Duplin County Public Transportation for this Facility Feasibility Study. This study determined if a new transit facility to house administration and operations functions is needed, identified and evaluated potential sites, and was used as a guide in the local decision-making process toward selection of a preferred site

Duplin County Public Transportation currently operates from a small office building that is shared with the County's Facility Maintenance Department. This office space is the third location in which administrative staff has been housed in recent years. Transit vehicles are stored in unsecure, extra parking spaces behind the Department of Social Services. Other components of the agency's operation are located at various facilities throughout Kenansville and Rose Hill.

1.2 Study Process

The study process consisted of a series of tasks, including reviewing existing information, developing a facility space program, identifying potential alternatives, and preparing NEPA (Categorical Exclusion) documentation for the preferred site. The components of each step in the study process are shown below

STUDY PROCESS



Receiving feedback from key stakeholders was an important element of the study process. Interviews were held in the beginning and the Oversight Committee provided input at project milestones.

Following this study, the subsequent steps for Duplin County Public Transportation may include having the preferred site appraised and/or acquiring land for the proposed facility. Additionally, Duplin County Public Transportation will need to obtain architectural and engineering design services prior to constructing a new facility

1.3 System Overview

Duplin County Public Transportation is a rural transit system that provides demand -response and subscription transit service to residents of Duplin County. Service is available Monday through Friday from 5:00AM to 5:00PM. To provide services, the first driver starts their shift at 3:45AM and the last driver is finished their shift at 6:30PM. The system typically operates nine to ten routes Monday through Thursday and seven routes on Friday.

Human service agencies within Duplin County, such as the Department of Social Services and Services for the Aged, purchase transit service from the system. The general public also purchases service. All transportation requests are made 48 hours in advance to give Duplin County Public Transportation time to incorporate the trip into a specific route that is most efficient for both the system and the client.

The system has a fleet of 14 handicap accessible vehicles, however, one vehicle has remained out of service for an extended period due to severe maintenance issues. The fleet consists of:

- One minivan;
- Seven lift equipped conversion vans,
- Four 20-foot LTV's, and
- Two 24-foot LTV's

Twelve of the vehicles run on gasoline and two of the vehicles run on diesel. In the future, Duplin County Public Transportation may be interested in operating vehicles that run on an alternate fuel source, such as propane or compressed natural gas (CNG). Preventive maintenance inspections are performed every 5,000 miles by the County's mechanic shop.

The system's staff includes the following positions:

- Director;
- Assistant Director;
- Accountant;
- Receptionist/Scheduler/Dispatcher;
- Two full-time drivers; and
- 14 part-time drivers.

The Director and Accountant split their time with duties for another County department.

In the future, Duplin County Public Transportation may be interested in creating a regional system. Past discussions regarding regionalism have included Lenoir, Sampson, Wayne, Onslow and Pender Counties.

2 EXISTING CONDITIONS

2.1 Data Gathering and Interviews

The study team was on-site at Duplin County Public Transportation on October 7 and October 8, 2014. During this two-day review, the study team had an opportunity to visit the administrative facility and locations where other components of the agency's operations are housed. Interviews were conducted with the following individuals to understand the needs of the system (acknowledged in Appendix A):

- Administrative staff with Duplin County Public Transportation;
- Operators with Duplin County Public Transportation;
- County Manager of Duplin County,
- Director of Duplin County Solid Waste Department (oversees mechanic shop);
- Director of Duplin County Maintenance Department; and
- Medicaid Transportation Supervisor at the Department of Social Services (purchases transit service from Duplin County Public Transportation)

2.2 Facilities Assessment

Operation functions are spread out among eight different locations. The locations of the system's administrative and operational components are shown in Figure 1. Table 1 provides additional details and a summary of distances from the administrative offices

Figure 1: Facility Function Locations

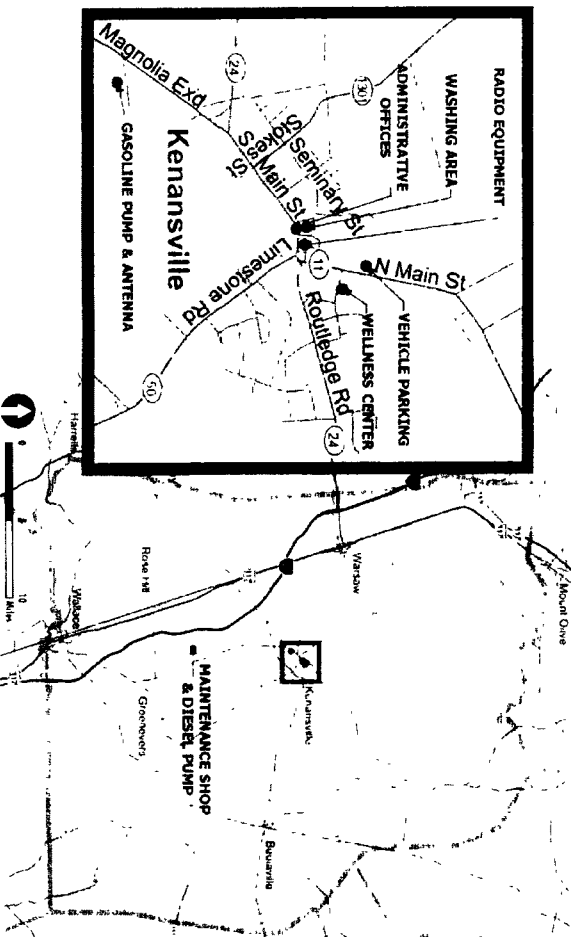


Table 1: Facility Function Locations

LOCATIONS	FROM ADMINISTRATIVE OFFICES		FUNCTIONS
	DISTANCE	TRAVEL TIME	
Duplin County Public Transportation 208 S Main Street, Kenansville, NC			• Administrative offices
Department of Social Services N Main Street, Kenansville, NC	0.5 miles	3 minute drive	• Vehicle parking and operator/employee parking • Antenna for vehicle cameras
Court House 107 Duplin Street, Kenansville, NC	500 feet	3 minute walk	• Radio equipment
Services for the Aged 213 Seminary Street, Kenansville, NC	500 feet	3 minute walk	• Wash area • Storage building
Department of Water 119 Middleton Cemetery Lane, Kenansville, NC	1.0 mile	4 minute drive	• Gasoline pump • Local server • Antenna
Department of Solid Waste 325 Landfill Road, Rose Hill, NC	8.5 miles	15 minute drive	• Maintenance shop • Diesel pump
Hardison Building Beasley Street, Kenansville, NC	0.5 miles	3 minute drive	• Wellness Center
Eastern Carolina Council of Government 233 Middle Street, New Bern, NC	70 miles	1.2 hour drive	• RouteMatch Server

Administrative Offices

Duplin County Public Transportation currently operates from a small office building that is shared with the County's Maintenance Department. The system occupies approximately 1,500 square feet of the 24 foot by 75-foot building. Spaces within the building include.

- Vestibule with seating for four passengers;
- Reception office;
- Common area (see Figure 2), containing:
 - Storage closet;
 - Employee mail slots where drivers pick up manifests;
 - TV for safety training exercises;
- Kitchenette;
 - Secure drop box for collected fares;
- Computer for employees to fill out timesheets;
- Accountant's office;
- Assistant Director's office (see Figure 3), containing:
 - File storage;
 - Overflow storage;
- Human resource documents;
- Director's office; and
- Two restrooms (one ADA accessible).

Figure 2: Common Area



Figure 3: Assistant Director's Office



There is a considerable lack of storage space in the administrative building. All of the system's file cabinets are stored in the Assistant Director's office, as shown in Figure 3. Other items, such as safety equipment and seasonal decorations that would typically be stored in a common storage closet, are also kept in the corner of the Assistant Director's office.

During the study team's two-day field review, the Assistant Director's office served as a conference room, because there is no other meeting space available in the facility. The group huddled around the cramped space between the desk and file cabinets. The system staff recognizes that it is difficult to hold group meetings, training sessions or confidential meetings with human resources in their current office building.

There is limited parking at Duplin County Public Transportation. As shown in Figure 4, the parking lot adjacent to the building is owned by the neighboring grocery store and a "Private Parking Lot" sign is prominently displayed.

Employees can park in this lot and risk being towed or park around the corner in on-street parking. Knowing where to park is especially confusing for visitors

Due to the space limitations in their current location and no ability to expand, the radio equipment is stored in the basement of the Courthouse. The Duplin County Public Transportation local server

is located at the Duplin County Department of Water. RouteMatch (trip scheduling software) is run off of a regional server that is located at Eastern Council of Government in New Bern, NC. No space within the Duplin County Public Transportation administrative offices is available to accommodate this equipment.

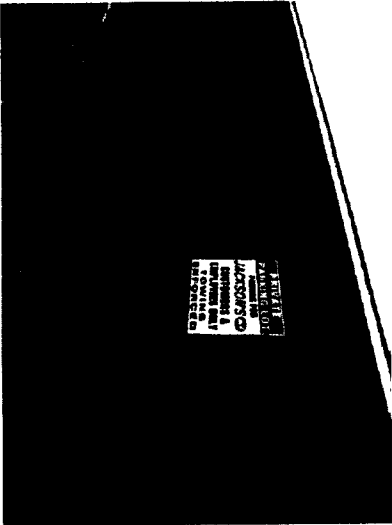


Figure 4: Parking Lot

Vehicle Parking Area

Transit vehicles are stored in an unsecured parking lot behind the Department of Social Services, as shown in Figure 5. The vehicles are backed into the standard parking spots.

Security is a concern since the parking area is not well-lit, has no fence, and is adjacent to a wooded area. Additionally, the neighboring hospital does not allow smoking on campus, so employees take smoke breaks in the parking area resulting in the vehicles smelling like secondhand smoke.

The transit vehicle parking area is marked by a sign only and is not physically separated from the rest of the parking lot. It is a regular occurrence for drivers to return from their shifts and be unable to properly park due to public vehicles parked in their allotted spaces.

Prior to starting a shift, drivers run through a pre-trip checklist, which among many things includes deploying the wheelchair lift and checking vehicle fluid levels. Due to the size of the parking spots, drivers may be required to pull out of the parking spot into the travel lane to deploy the wheelchair lift. Supplies, such as oil, are not stored at the Department of Social Services. If the vehicle is low on oil, the driver travels to the Services for the Aged to access the system's outdoor storage shed.

Duplin County Public Transportation's fleet is equipped with AVL (automatic vehicle locator) and cameras. For the video recordings to be downloaded daily, an antenna must be within 500 feet of the parked vehicles. Therefore, the small antenna was mounted to the back of the Department of Social Services' building and videos are transferred to a computer that is housed within the Department of Social Services and accessed remotely.

Figure 5: Vehicle Parking Behind the Department of Social Services



Vehicle Wash Area

Each vehicle is washed weekly at the Duplin County Services for the Aged. As shown in Figure 6, a spigot and hose are located on the side of the building. The vehicle is parked in the travel lane of the parking lot and the exterior is manually washed by drivers. The parking lot has a one-way circulation around the building.

There are multiple safety concerns for washing vehicles in this location. Services for the Aged clients (mainly senior citizens) circulate around a blind curve into the area that is used to wash vehicles, as shown in Figure 7, which exposes Duplin staff to active traffic in a low visibility environment. Additionally, Services for the Aged clientele, many who depend on walkers or other assistance, must pass through the runoff of the vehicle washing process, which creates a significant slipping hazard.

Buckets and mops are stored out in the open. Other cleaning supplies and oil are kept in the small metal storage shed adjacent to the Services for the Aged.

The interior of the vehicles are also cleaned in the parking lot at the Services for the Aged

Each driver is allotted up to four hours per week to clean the vehicles

Figure 6: Wash Area and Storage Shed

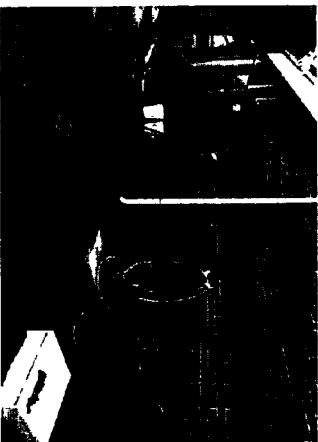


Figure 7: Blind Curve into Wash Area



Fuel Pumps

The County's gasoline fueling position, as shown in Figure 8, is located at the Department of Water site in Kenansville. The layout of the gasoline pump does not have ideal circulation or space for vehicle queuing. Drivers fuel the gasoline vehicles at the end of every shift. On rare occasions, if working a long shift, a driver may have to detour through Kenansville to fill the vehicle. Drivers have a key to use the gasoline pump.

The County's diesel fueling position, as shown in Figure 9, is located at the Department of Solid Waste in Rose Hill. The driver of the diesel vehicle will stop for fuel when in the vicinity of Rose Hill. If the driver is not in the area during the day, the driver will make a specific detour at the end of their shift to fuel up.

Figure 8: Gasoline Pump

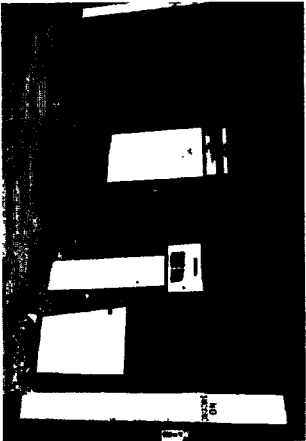
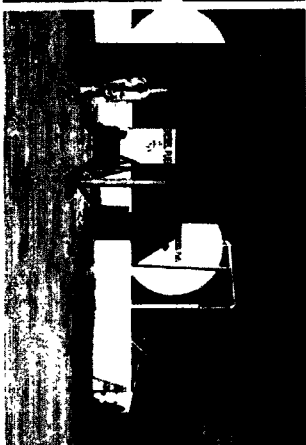


Figure 9: Diesel Pump



Maintenance Shop

Vehicle maintenance is handled by the County's maintenance shop, which falls under the Department of Solid Waste. The shop is located in Rose Hill, approximately 8.5 miles from Duplin County Public Transportation's administrative offices and transit vehicle parking at the Department of Social Services

The vehicle maintenance shop, as shown in Figure 10, completes repairs on vehicles for all county agencies in a four bay, pull-in / back out facility. The vehicles serviced range from lawn mowers and

Figure 10: County's Maintenance Shop



equipment all the way up to heavy-duty trucks and transit vans. The facility also houses a reception area, with one staff member, and staff break areas and restrooms. Repairs and maintenance are typically handled in the order they arrive; however, emergency response vehicles and transit vehicles are given priority when possible due to their importance to the county and virtually non-existent spare ratios.

Of the four bays at the facility, two are equipped with 18,000 pound capacity two-post lifts which are capable of lifting all vehicles in the County's fleet. One of these lifts is shown in Figure 11. One bay is equipped with an in-floor, two arm lift capable of lifting the county's smaller vehicles. Tire, brake, and welding shops are located at the facility as well.

Three full-time mechanics and one maintenance supervisor are employed by the county's vehicle maintenance shop. All mechanics are trained to work on all vehicle types, but some have more experience and training with the specialized systems deployed across the county's transit vehicles and ambulances. No mechanic is officially assigned to transit vehicles, but one mechanic typically spends approximately three quarters of his time on transit vehicles. The shop completes all general repairs and preventive maintenance work on county vehicles in addition to tire mounting and balancing, brake / rotor repair and replacement, and equipment repairs (wheelchair lifts, camera replacement, and etc.) on site.

Preventive maintenance (PM) for transit vehicles is based on a four tier system at 5,000 vehicle mile intervals. This equates to a PM inspection every 20 to 25 days for each vehicle. All PM work must be completed in the lift equipped maintenance bays. The four tiers of preventive maintenance work are shown below:

- PM Inspection A: Every 5,000 miles. Approximately 2.0 hours to complete;
- PM Inspection B: Every 15,000 miles. Approximately 2.5 hours to complete;
- PM Inspection C: Every 60,000 miles. Approximately 3.5 hours to complete;
- PM Inspection D: Every 100,000 miles. Approximately 4 to 5 hours to complete.

Component rebuild and major repairs are contracted out to private vendors. Repairs may be contracted out due to facility capacity, staff expertise or availability, and/or to get a warranty on the work. No body repair or paint services are performed by the county shop.

A tire storage area houses two sets of each tire type at a minimum, and turnaround time on tire orders is typically minimal. A parts storage area, mezzanine, and office are adjacent to the tire storage area and organized by fast and slow moving parts. One parts specialist is employed by the county at this facility. Standard parts have a rapid turnaround, so low stock levels are maintained on site. Specialty equipment on the emergency response vehicles and transit vehicles can have slow turnaround for part deliveries, but the number of different systems coupled with the lack of space makes storage of these parts unfeasible.



Figure 11: County's Maintenance Shop

3 PURPOSE AND NEED

The purpose of this project is to improve the **efficiency** of a disjointed operation, address **safety** and **security** concerns, and create a space that has the ability to address future **expansion**. Each of these themes is discussed in greater detail below.

3.1 Efficiency

A transit system typically has the following functions: administration, operations, maintenance (included at medium or large systems), fuel and wash, bus parking, and employee parking. Ideally, these functions would all be on one site for the greatest operational efficiency. For Duplin County Public Transportation, these functions are located at isolated locations separated by multiple miles, which makes it difficult to operate an efficient system. The following are a few examples of how segmenting administrative and operations functions creates operational difficulties and inefficiencies for the system.

Starting and Ending Shifts

Upon starting his or her shift, a driver goes to the administration building to collect a manifest before going to the Department of Social Services site to access a transit vehicle. At the end of a shift, the driver returns the clipboard and keys to the administrative building. Locating the administration / operations and bus parking on the same site would save the system nearly \$3,750 annually in wasted time.

Accessing Equipment

In most systems, staff can easily access electronic equipment if there is a malfunction. However, if the radio equipment goes offline for Duplin County Public Transportation, a staff member must walk from the administrative offices to the Court House, go through the Court House's security, and walk down to the basement to access the radio equipment.

Accessing the Storage Shed

Prior to starting a route, the driver runs through a pre-trip checklist, this among many things includes checking the oil. If the vehicle is low on oil, the driver travels three minutes to the Services for the Aged to access the outdoor storage closet.

Washing Vehicles

Each vehicle is washed weekly at the Duplin County Services for the Aged. Each driver is allotted no more than four hours per week to clean the vehicles by hand, which equates to roughly \$28,000 annually that could be saved if a more efficient wash system were in place.

Due to funding program restrictions, this study does not take into consideration locating a maintenance facility on the same site as the administration and operations functions. However, consideration should be given to selecting a location in the vicinity of the County's maintenance facility, which would yield significant time and cost efficiencies. Preventive maintenance (PM) inspections are performed roughly every 20 days. Duplin County Public Transportation's Director or Assistant Director takes vehicles back and forth to the maintenance shop. Having the Duplin County Public Transportation administration and operations facility close to the County's maintenance facility could save the system approximately \$5,850 annually in expended time associated with PM inspections. Note that this does not include additional trips for unscheduled maintenance.

Duplin County Public Transportation is considering implementing an alternative fuel source for their fleet in the future via either propane or compressed natural gas. Based on conversations with the County Manager of Duplin County, there is a desire to consolidate the gasoline and diesel fuel pumps into a single location in the County, as well as adding any alternative fuels. Locating the fueling station in the vicinity of a new transit facility would save time and reduce unnecessary deadhead miles

Calculations are included in Appendix B.

3.2 Safety and Security

Duplin County Public Transportation's existing facilities and parking solutions pose serious safety and security risks during daily operations. The following are a few examples of personnel and vehicle risks that could be mitigated with a new facility.

Unsecure Parking Lot Upon starting their shift, drivers go to the administration -building to pick up the driver manifest. Then, drivers travel over to the Social Services parking lot to retrieve their transit vehicles. Currently, these vehicles are parked in a poorly lit and unsecured lot which backs up to a wooded area. This poses safety threats to drivers crossing traffic areas and pedestrians in transit vehicle traffic areas in addition to leaving drivers and their vehicles vulnerable to security risks. In some cases, drivers may report to work as early as 3:45AM to pick up a customer at 6:00AM. The low visibility and unsecure situation creates major liabilities for Duplin County.	Washing Vehicles Each vehicle is washed weekly in the Duplin County Services for the Aged parking lot. Services of the Aged clients circulate around a blind curve into the area that is used to wash vehicles which exposes Duplin staff to active traffic in a low visibility environment. Additionally, Services for the Aged clientele, many who depend on walkers or other assistance, must pass through the runoff of the vehicle washing process, which creates a significant slipping hazard. This same wash runoff also flows into the adjacent grass, which may pose contamination concerns.	Lack of Parking There is limited employee and visitor parking at Duplin County Public Transportation's administrative offices. The parking lot adjacent to the building is owned by the neighboring grocery store and a "Private Parking Lot" sign is prominently displayed. Employees can park in this lot and risk being towed or park in on-street parking down the road. Staff parked in the on-street parking must traverse a path with considerable traffic and often in low light situations to reach the facility. Both parking options fail to offer security for Duplin staff and their vehicles.
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3.3 Future Expansion

In addition to the need for a facility to address the system's currently unmet needs, Duplin County Public Transportation will need to grow to accommodate the future needs of the County. The goals for growth are typically identified in a Community Transportation Service Plan; however, the last time this plan was developed for Duplin County Public Transportation was 1997. Rather than relying on that outdated plan, the study team based expansion assumptions on general population projections and feedback from Duplin County Public Transportation's clients on their anticipated growth

Population Growth Projections

The total population in Duplin County is expected to increase nearly 20% from 58,505 people in 2010 to more than 72,638 people in 2030 based on Duplin County's Comprehensive Transportation Plan. Based on the North Carolina Office of State Budget and Management data, the elderly (55 years and older) population is expected increase nearly 30% from 17,502 people in 2014 to 22,256 people in 2034.

Client Growth

Representatives from the Department of Social Services and Services for the Aged believe that their client bases will be increasing in the coming years and they will need to purchase additional service from Duplin County Public Transportation. The amount of long-term growth requires more data to form an accurate projection.

Department of Social Services purchases service from Duplin County Public Transportation for clients receiving Medicaid. Based on a conversation with a representative from the Duplin County Department of Social Services, they receive 30 to 50 new Medicaid applications per month. Currently, the Department of Social Service schedules trips using their own software and then sends an electronic copy for Duplin County Public Transportation to enter into RouteMatch. As the Department of Social Services' transportation needs grow, it would be helpful to have an office at Duplin County Public Transportation for a Department of Social Services staff person to coordinate these trips.

Providing safe service to clients is the ultimate goal of Duplin County Public Transportation. Adequate space is not available in the current administration building to provide training sessions or to store training materials. In the future, it may be possible for the system to hire a staff person for safety training, even if in a part-time capacity. A training space and office space for the designated staff person is recommended. This space could also be utilized as a shared County / community space to serve the population in multiple ways.

It is assumed that the Duplin County Public Transportation will grow by 40% over the next 20 years. The elderly population, which is a significant client base for the system, will grow by 30%. The additional 10% portion of growth is anticipated due to enlarged contracted service and increased awareness of transit.

4 SPACE NEEDS

4.1 Oversight Committee Feedback

An important element of the study process was receiving feedback from key stakeholders. An Oversight Committee meeting was held on October 28, 2014 to discuss the existing conditions, and purpose and need for this project. Committee members agreed that the facility assessment provided justification for a new transit facility to house administration and operations functions. Having these functions in a single location would improve the efficiency of a disjointed operation and address safety and security concerns. The purpose of providing a new transit facility for Duplin County Public Transportation is to improve the efficiency of a disjointed operation, address safety and security concerns, and create a space that has the ability to address future expansion.

A new facility would greatly improve existing operations, but this facility should also have the ability to address future expansion. The study team asked the Oversight Committee how much growth should be assumed. Committee members agreed that 40% growth over the next 20 years was reasonable, but recommended procuring enough land to expand, if needed, in future phases

4.2 Future Expansion

Over the next 20 years, it is assumed that the system will expand from 13 active vehicles to approximately 18 transit vehicles. To provide for additional expansion in the future, the selected site should accommodate an additional increase of 40%, growing from 18 vehicles in 2034 to approximately 26 transit vehicles by 2054. Therefore, space to store 26 vehicles will be provided. Table 2 summarizes the future vehicle expansion that will be considered.

Table 2: Fleet Parking Requirements			
	2014	2034	2054
Active Vehicles	13	18	26

To remain conservative, the facility size will be based on growth over the next 20 years. Associated staff would need to grow from 20 staff members to an ultimate total of 29 staff members to properly service and operate an expanded future fleet of 18 vehicles. Staff projections are summarized in Table 3.

Table 3: Staff Projections

	EXISTING (2014)	FUTURE (2034)
STAFF	• Director • Assistant Director • Accountant • Receptionist / scheduler / dispatcher • 16 drivers (for 13 active vehicles)	• Director • Assistant Director • Accountant • Receptionist • Scheduler / dispatcher • Department of Social Service representative • Safety / training • 22 drivers (for 18 active vehicles)
TOTAL	20 staff members	29 staff members

5 SPACE PROGRAM

The primary elements of the Space Program are accommodations for future staff (based on the number and type of staff) and the projected transit fleet, along with room to expand if the fleet grows in future years. The Space Program incorporates appropriate square footages and the functional relationships between uses. The Space Program was developed based on detailed interviews with Duplin County Public Transportation staff regarding the functional requirements and operating characteristics of their system.

Table 4 summarizes the Space Program and gives the minimum area requirements.

Table 4: Space Program Summary		
Function	Area	
Administration / Operations	3,323	
Fuel	1,980	
Wash	1,320	
Site Area (includes parking and required spaces)	102,022	
Total Site Requirement (Square Feet)	108,645	
Total Site Requirement (Acres)	2.5	

It should be noted that to be conservative, the Space Program considers the necessary space to accommodate an on-site fuel station, but the installation will be based on available funding. An on-site fuel station can be initially constructed or added at a later phase

The full Space Program for Duplin County Public Transportation can be found on the following pages. The Space Program begins with a more detailed summary followed by a comprehensive program for each functional area.

The space requirements shown for each function are net useable area. A circulation factor was applied to the total net useable area to arrive at a gross square footage requirement. In addition to circulation, the factor provides for spaces such as mechanical and electrical chases, structures, and width of walls.

The program includes the following information for each space:

Space Name	A description of the space: [E] = Enclosed [O] = Open office [A] = Alcove [C] = Canopy covered [x] = Outdoor
Space Standard	The standard for each space is based on the function, equipment, and furnishings to be accommodated. The standards are given in square feet. Where the configuration of the space is critical, dimensions are given for the space. Shop Spaces are based on vehicle sizes, typical maintenance equipment, clearances for removing and servicing vehicle components. The size of the repair bays are commonly accepted industry standards. Staff spaces are based on occupancy, ADA clearances, and typical furniture sizing.
Quantity	Identifies the number of spaces to be accommodated.
Area	Lists the space allocated for a given function in square feet. Where a space standard is provided, the space equals the quantity times the space standard.
Remarks	Lists pertinent design information

Duplin County Public Transportation
Facility Feasibility Study

Description	Space Standard	Needed (2014)		20 Year (2034)		Remarks
		Qty	Area	Qty	Area	
	Fleet Size	13		18		

1	Summary						
2	Building Area						
3	Administration / Operations				2,980	3,323	Existing building (20 x 75) 1,500 sf
4	Fuel					1,980	Currently off site
5	Wash					1,320	Currently off site
6	Subtotal Building Areas		2,980		6,623		
7	Site Area						
8	Agency Vehicle Parking				12,875	24,750	
9	Employee / Visitor Site Parking				10,464	13,264	
10	Other Site Areas				825	1,595	
11	Subtotal Site Areas		24,164		39,609		
12	Total Building & Site Areas						
13			27,144		46,232		
14	Site Circulation	100%	27,144		46,232		To be confirmed during design
15	Landscaping / Setback	20%	5,429		9,246		To be confirmed during design
16	Stormwater Management	15%	4,072		6,935		To be confirmed during design
17	Total Site Requirement (Square Feet)						
18			63,789		108,645		Usable Area
19	Total Site Requirement (Acres)						
20			1.5		2.5		Usable Area
21							
22							

Description	Space Standard				Needed (2014)		20 Year (2034)		Remarks
					Qty	Area	Qty	Area	
				Fleet Size	13		18		

Staffing									
Director					1		1		
Assistant Director					1		1		
Accounting Clerk					1		1		Shared with Services for the Aging
Scheduler					1		1		
Dispatcher					1		1		
Receptionist					1		1		
Safety / Training									Possibly handled by other staff
Social Services Staff							1		
Drivers					16		22		1.25 drivers per bus
Subtotal					22		29		

Description	Space Standard				Needed (2014)		20 Year (2034)		Remarks
					Qty	Area	Qty	Area	
				Fleet Size	13		18		

Administration / Operations									
Shared									
Lobby	10	X	15	150	1	150	1	150	Also for transfers / waiting for 4 to 6 people
Restroom, Men's (public)	[E]	8	X	8	64	1	64	1	64 Adj. to Lobby
Restroom, Women's (public)	[E]	8	X	8	64	1	64	1	64 Adj. to Lobby
Covered Drop Off									Ideal. At the front entry
Conference Room, Small	[E]			200	1	200	1	200	6 to 8 people
Training Room	[E]	20	X	25	500		-	1	500 20 people Training material storage
Table and Chair Storage	[E]	10	X	12	120		-	1	120
IT / Server Room	[E]	10	X	10	100	1	100	1	100
Mechanical	[E]			500	1	500	1	500	Confirm during design
Electrical	[E]			150	1	150	1	150	Confirm during design
Storage / Supply Room	[E]	10	X	15	150	1	150	1	150
Custodial Room	[E]	8	X	8	64	1	64	1	64
Wellness Room	[E]	15	X	20	300		-	1	300 Currently off site
Camera System Room	[E]								Currently at Social Services See IT / Server Room
Radio System / Storage	[E]								Currently at Court. See IT / Server Room

Description	Space Standard				Needed (2014)		20 Year (2034)		Remarks	
					Qty	Area	Qty	Area		
Fleet Size					13		18			
Office Areas										
Director	[E]	12	X	14	168	1	168	1	168	
Assistant Director	[E]	12	X	14	168	1	168	1	168	
Accounting Clerk	[E]	12	X	12	144	1	144	1	144	
Scheduler	[E]	12	X	12	144	1	144	1	144	Adj. to Dispatcher
Dispatcher	[E]	12	X	12	144	1	144	1	144	Adj. to Scheduler
Safety / Training	[E]	12	X	12	144		-	1	144	Near Training Room
Restroom Unisex	[E]	8	X	8	64	1	64	1	64	
Receptionist	[E]	10	X	12	120	1	120	1	120	Adj. to Lobby
Expansion Office	[E]	10	X	12	120		-	1	120	
File Room	[E]	10	X	12	120	1	120	1	120	Accessible to all offices
Driver Areas										
Breakroom / Lounge	[E]				500	1	500	1	500	
Vending / Kitchenette	[A]	10	X	12	120	1	120	1	120	
Computer Area	[A]	8	X	12	96	1	96	1	96	
Restroom, Men	[E]	10	X	18	180	1	180	1	180	(2) lav, (2) ur, (1) wc
Restroom, Women	[E]	10	X	18	180	1	180	1	180	(2) lav, (2) wc
Locker Alcove	[A]	8	X	18	144	1	144	1	144	1 full length locker per driver
Subtotal							2,292		2,556	
Circulation Factor 30%							688		767	
Total Administration / Operations							2,980		3,323	

Description	Space Standard				Needed (2014)		20 Year (2034)		Remarks
					Qty	Area	Qty	Area	
				Fleet Size	13		18		

Fuel										
Fuel Island									future phase	
Fueling Position [C]	20	X	40		800		-	2	1,600	Gasoline and Propane. Fuel on street side of vehicle. Ideally make accessible to all County vehicles
Fuel Management Office [E]	10	X	10		100		-	1	100	
Storage Room [E]	10	X	10		100		-	1	100	

Subtotal			-			1,800
Circulation Factor 10%			-			180
Total Fuel			-			1,980

Wash										
Vehicle Wash Lane [E]	20	X	50		1000		-	1	1,000	Hand wash initially. Gantry wash in future
Wash Equipment Room [E]	10	X	20		200		-	1	200	

Subtotal			-			1,200
Circulation Factor 10%			-			120
Total Wash			-			1,320

Description	Space Standard				Needed (2014)		20 Year (2034)		Remarks
					Qty	Area	Qty	Area	
				Fleet Size	13		18		

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Agency Vehicle Parking										
Agency Vehicles										
Revenue Vehicle Ready Line	[C]	14	X	25	350	13	4,550	18	6,300	Ideally canopy covered Concrete paving Secure Well lit
Revenue Vehicle Down Line	[X]	12	X	25	300	2	600	2	600	Concrete paving. 10% of fleet.
Non-Revenue Vehicles	[X]	10	X	20	200		-	1	200	Concrete paving
Post 2034 Fleet Expansion Space	[X]	14	X	25	350		-	8	2,800	For possible expansion past 2034.
Subtotal							5,150		9,900	
Circulation Factor					150%		7,725		14,850	Assumes access to every vehicle
Total Agency Vehicle Parking							12,875		24,750	

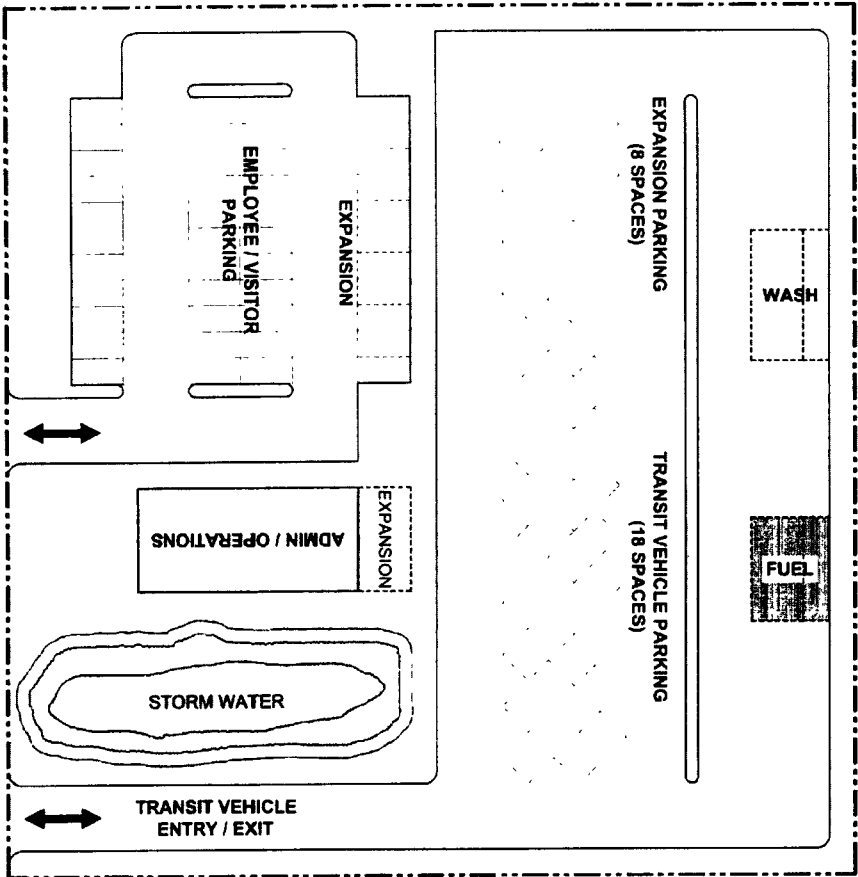
Description	Space Standard				Needed (2014)		20 Year (2034)		Remarks
					Qty	Area	Qty	Area	
				Fleet Size	13		18		

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Employee / Visitor Parking										
Employee Vehicles	[X]	10	X	20	200	22	4,400	29	5,800	Asphalt paving
Visitor Vehicles	[X]	10	X	20	200	4	800	4	800	Asphalt paving
Motorcycles	[X]	4	X	8	32	1	32	1	32	Concrete paving
Subtotal							5,232		6,632	
Circulation Factor					100%		5,232		6,632	
Total Employee / Visitor Parking							10,464		13,264	
Other Site Areas										
Emergency Generator	[X]	10	X	15	150	1	150	1	150	Confirm size during design
Pre-trip Canopy	[C]	14	X	25	350		-	2	700	Not needed if Ready Line is canopy covered
Above Ground Gasoline Tank	[X]	15	X	30	450	1	450	1	450	10,000 gallon
Above Ground Diesel Tank	[X]	15	X	20	300	1	300	1	300	4,000 gallon
Subtotal							750		1,450	
Circulation Factor					10%		75		145	
Total Other Site Areas							825		1,595	

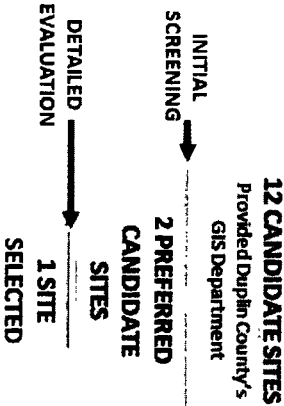
6 SCHEMATIC LAYOUT PLAN

The Space Program identifies functions that are necessary for Duplin County Public Transportation operation in 2034, including buildings, parking, circulation, setbacks, storm water management, and outdoor / green space. Based on calculated space needs, the schematic layout for the proposed Duplin County Public Transportation facility will require a minimum of 2.5 acres. The schematic layout plan is shown in Figure 12.



7 SITE SELECTION PROCESS

Duplin County's GIS Department identified -12 candidate sites within the County that meet the minimum size requirement of 2.5 acres. A field review was performed at each of the candidate sites. The candidate sites were screened and two sites emerged as the preferred candidate sites. Those two sites then underwent a more detailed evaluation and additional input will be gathered from the Oversight Committee. The study concluded with one site being selected as the locally preferred site NEPA (Categorical Exclusion) documentation was prepared for the preferred site.



A screening matrix was developed to objectively screen the 12 candidate sites. To account for the fact that some of the criteria are more significant than other criteria, the Oversight Committee and NCDOT Public Transportation Division (PTD) provided input to weigh criteria in the matrix. Several specific criteria, which were approved by the Oversight Committee, were used for evaluating the candidate sites for the potential transit facility to serve Duplin County Public Transportation. These criteria are described below.

- **Amount of useable space**
The size and shape should enable operational flexibility for the movement of transit vehicles through the site. A site with a minimum size of 2.5 acres is recommended to support transit operations for the potential facility. A site that is regular in shape (i.e. rectangular, width of at least 1/3 the length) offers the most flexibility in design to ensure safe and efficient operations.
The selection of a site that is relatively level will minimize costs associated with grading and retaining walls. Standing or running natural water features should be avoided, and the site should be outside of the 100-year floodway. Sites that are free of geographic features that would limit circulation are preferable.
- **Site configuration**
Sites that do not have adjacent access to the roadway network should be avoided. A site with road frontage would result in a short driveway.
- **Allowance for future expansion**
To allow for Duplin County Public Transportation to expand in the future, the option to acquire additional acreage (more than the minimum 2.5 acres) would be beneficial to accommodate more vehicles if the fleet size grows

- **Availability of Utilities**
A site that has water, sewer, power and cable/fiber would be preferable. Installing utilities on a site that currently does not have access to these utilities would result in additional time in the construction process
- **Compatibility with Surrounding Land Uses**
Traditionally, transit facilities have been seen as incompatible with residential uses and schools, and have been treated as industrial uses.

Duplin County has no zoning. The Town of Kenansville, where two of the sites are located, does have zoning. The following map was used as a reference:
www.kenansville.org/Zoning%20Map%20Proposed.pdf
- **Location in Relation to Service Area**
The site should be located near the Duplin County Public Transportation's greatest service area to avoid unnecessary deadhead miles. (Deadhead miles are non-revenue miles that the transit vehicles travel without passengers. Increasing deadhead miles can greatly impact the systems overall operating budget.) Duplin County Public Transportation provides service to residents all over Duplin County, but the largest numbers of trips originates or are destined for Kenansville and Wallace
- **Proximity to Duplin County's Gasoline Pump**
The minimum 2.5 acre requirement includes space to install gasoline and propane pumps. However, the installation of these pumps may be phased and the exact timing of when this addition may occur is unclear. Since the timing is unknown and vehicles in operation are fueled daily, the site should be in close proximity to the County's gasoline pump in Kenansville to prevent unnecessary deadhead miles
- **Proximity to Duplin County's Maintenance Shop**
Preventive maintenance (PM) inspection for transit vehicles occurs every 20 to 25 days for each vehicle. Vehicle maintenance is handled by the County's maintenance shop located in Rose Hill. Selecting a site near County's maintenance shop would prevent unnecessary deadhead miles for preventive maintenance trips
- **Access to Major Roadway Corridors**
To facilitate easier transit operations, a site that has access to a major roadway corridor, such as I-40 or Highway 24, would be preferable
- **Traffic and Street Concerns**
The ability for transit vehicles to enter and exit the facility may be impacted if the site is located on a congested roadway. Selecting a site in an area where traffic congestion is not a concern would be preferable, but if traffic is a concern, then installation of turn-lanes or a traffic signal may be considered to facilitate the turning movements.

- **Suitability to Serve as Transfer Point**
Given that the largest numbers of Duplin County Public Transportation's trips originate or are destined for Kenansville and Wallace, a site located near one of these two towns would serve as a suitable transfer point.
- **Environmental Concerns**
The presence of wetlands, known hazardous materials, or other environmental issues at a site may reduce the amount of usable space for the facility and result in higher costs for the mitigation of the associated impacts. The likelihood of encountering hazardous materials was evaluated based on the number of documented hazardous material release sites from the following sources:
 - Federal/FRS: ACRS, ICIS, RCRA, TRI, CERCLIS (www.epa.gov/enviro/geo_data.html)
 - NC (NCDENR): RUST (regional underground storage tanks), APLandfills (active permitted landfills) (<http://portal.ncdenr.org/web/wm/GIS/data>)
- **Ease of Land Acquisition**
The site should avoid difficult and costly property acquisition. Public ownership would make the process easier. Sites that are privately owned would have to be acquired, which may impact the project timeline. Conversely, this study is in the feasibility stage and a property that is on the market today may be sold before this project becomes fully funded, which may result selecting a property that may also have to go through the acquisition process. Additionally, the number of required business and residential displacements should be minimized.
- **Acquisition Cost**
The cost to acquire the property may impact the viability of the project. Selecting a site that is inexpensive to purchase or owned by Duplin County would lessen the costs for the overall project. The estimated property values were based on Duplin County Property Record Cards. Relocation of existing uses on the property would also add to the cost and were considered.
- **Site Preparation**
The need to extend utilities, demolish existing buildings or extensively grade the site would drive up the development preparation costs and extend the project timeline.

The field review of the candidate sites focused on these criteria. A blank handout for field notes, which show how observations in the field directly were tied to the site screening matrix, is included in Appendix C

8 CANDIDATE SITES

Duplin County's GIS Department identified 12 potential sites (A – L) within the County that meet the minimum size requirements. Four sites are County-owned and eight sites are privately-owned. The locations of the sites are summarized in Table 5 and depicted in Figure 13.

Table 5: Summary of Initial Candidate Sites

Location	Parcel ID	Size (acres)	Owner	Description
A Fairgrounds Drive, Kenansville	13-E118	4.50	Duplin County	Adjacent to Duplin Commons
B Landfill Road, Rose Hill	11-E008	3.00	Duplin County	Site north of Landfill Road
C Landfill Road, Rose Hill	11-E008	14.30	Duplin County	Site south of Landfill Road
D 601 W. Charity Road, Rose Hill	11-2026	4.19	Private individual	Triangular shape property; currently for sale
E Jack Dale Road, Teachey	09-4414	6.50	Private individual	Irregular shape property
F NC 11 at US 40, Wallace	09-463	5.97	Private company	Adjacent to I-40 interchange, Exit 384
G NC 11, Wallace	09-1081	4.00	Private individual	Near I-40 interchange, Exit 384
H Southpark Drive, Wallace	09-3176	5.00	Private company	Southpark Industrial Park
I Southpark Drive, Wallace	09-E186	5.00	Duplin County	Southpark Industrial Park
J 200 Magnolia Ext (US-11), Kenansville	13-2381	2.44	Private individual	Near gasoline pumps
K Old NC 903, Kenansville	13-1164	5.75	Private individual	Near gasoline pumps
L W. Charity Road, Rose Hill	11-1703	8.07	Private individual	Near downtown Rose Hill

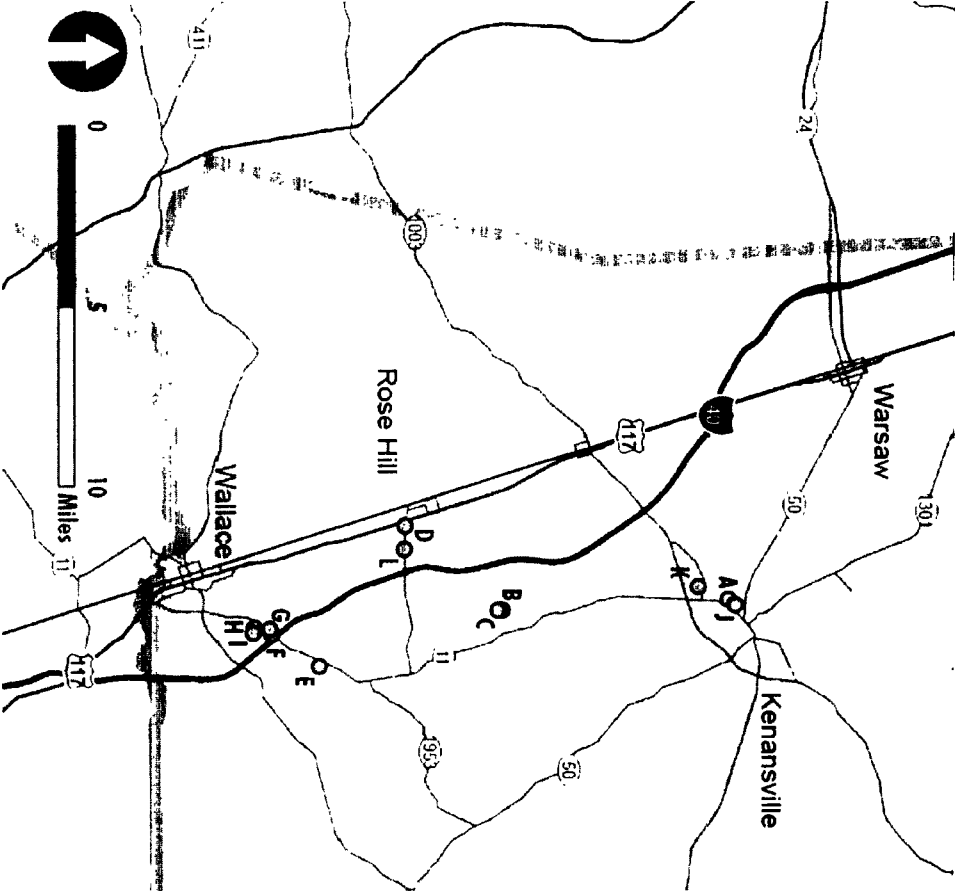


Figure 13: Location of Potential Sites

An overview of the initial candidate sites are provided in the following subsections:

8.1 Overview of Site A

- Address:** Fairgrounds Drive, Kenansville, NC
Owner: Duplin County
Parcel ID: 13-E118
Area Under Consideration: 4.5 of 126.0 acres
Road Frontage: ~325 feet
Current Use: Undeveloped
- Notable Features:**
- Part of new complex developed by the County
 - Signalized access to US-11
 - Underground utilities, paved street, street lights, public water and sewer
 - Relatively flat property
 - Compatible with surrounding land uses
 - Community college across the street
 - Zoned O-1 (Office and Institutional)
- Ease of Development:**
- County-owned

Location:

- Within Kenansville's Town Limits
- Centrally located within Duplin County
- Located within main service area
- Quick access to County's gas pumps
- More than 10 minutes from County's maintenance facility

Photo of the Site:



- Private land acquisition would not be required

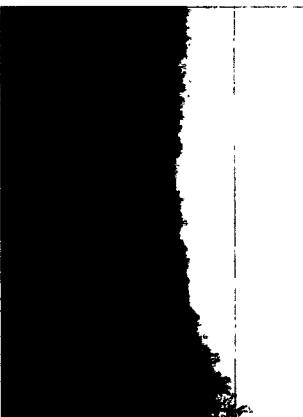
8.2 Overview of Site B

- Address:** Landfill Road, Rose Hill, NC
Owner: Duplin County
Parcel ID: 11-E008
Area Under Consideration: 3.0 of 133.0 acres
Road Frontage: ~575 feet
Current Use: Undeveloped
- Notable Features:**
- Adjacent to County landfill
 - Utilities appear to be near by
 - Relatively flat property
 - Compatible with surrounding land uses
- Ease of Development:**
- County-owned
 - Private land acquisition would not be required

Location:

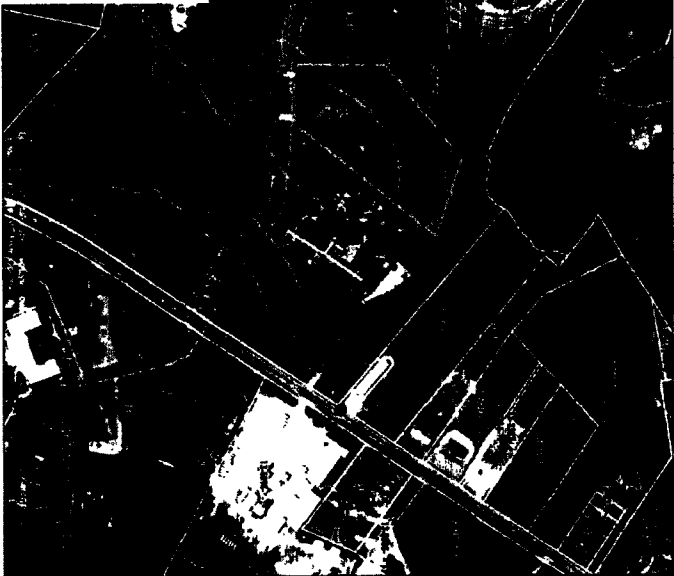
- Located near Rose Hill, which is between main service areas
- More than 10 minutes to County's gas pumps
- Across from County's maintenance facility

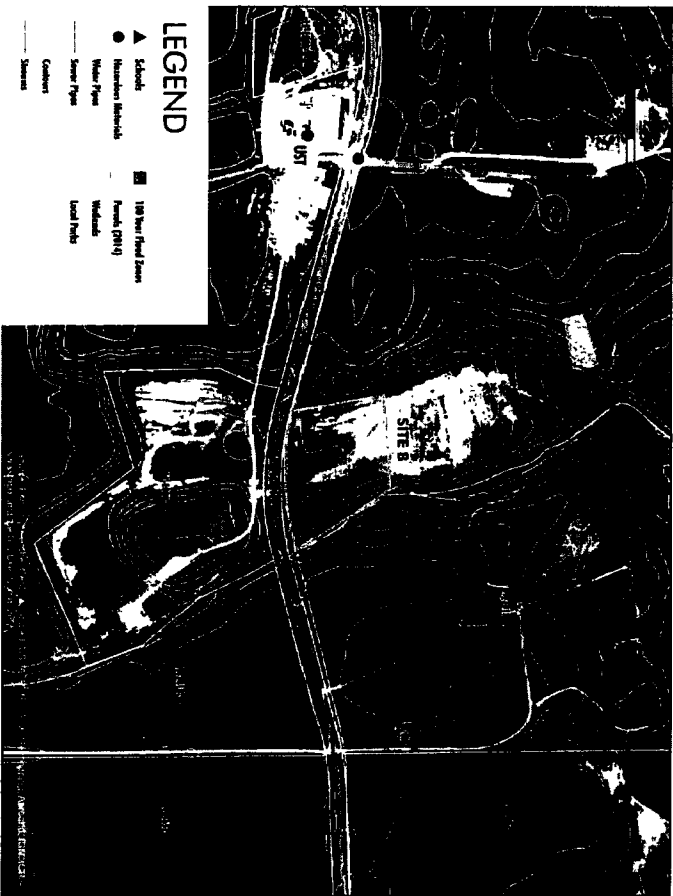
Photo of the Site:



LEGEND

- ▲ Schools
- Healthcare Buildings
- Water Pumps
- Sewer Pumps
- Gas Stations
- Fire Stations
- 100 Year Flood Zone
- Road (Rt 11)
- Railroad
- Land Use





8.3 Overview of Site C

Address: Landfill Road, Rose Hill, NC
Owner: Duplin County
Parcel ID: 11-E008
Area Under Consideration: 14.3 of 133.0 acres
Road Frontage: ~600 feet
Current Use: Undeveloped

Notable Features:

- Part of County landfill property
- Location where storm debris is deposited
- Overhead power line traverse the site
- Utilities appear to be near by
- Compatible with surrounding land uses

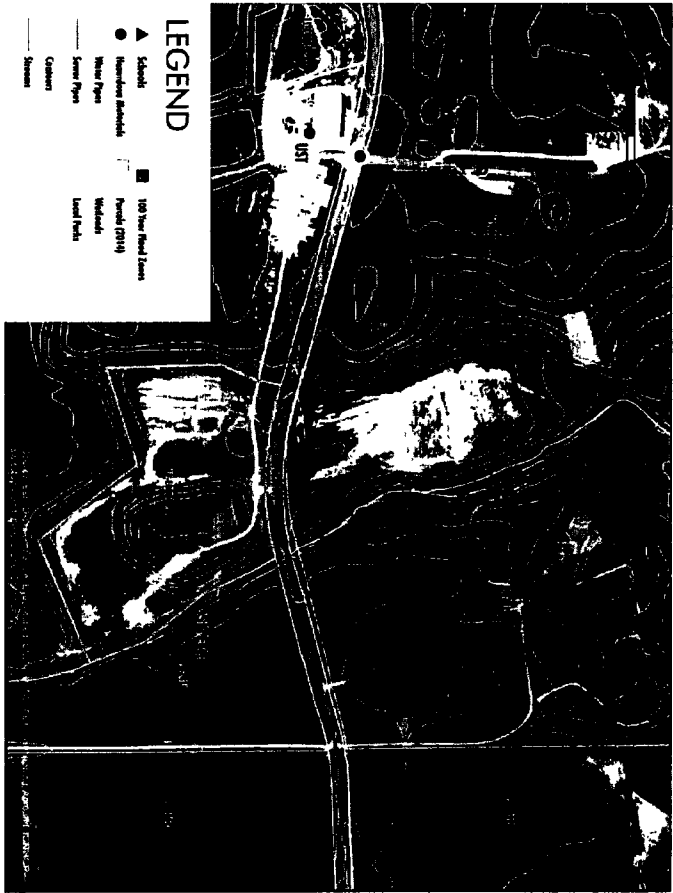
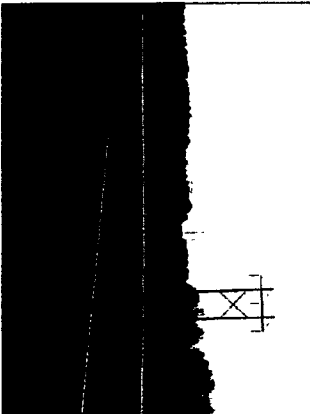
Ease of Development:

- County-owned
- Private land acquisition would not be required

Location:

- Located near Rose Hill, which is between main service areas
- More than 10 minutes to County's gas pumps
- Adjacent to County's maintenance facility

Photo of the Site:



8.4 Overview of Site D

Address: 601 W Charity Road, Rose Hill, NC
Owner: Private individual
Parcel ID: 11-2026
Area Under Consideration: 4.19 acres
Road Frontage: ~700 feet
Current Use: Undeveloped

Notable Features:

- Triangular shape property
- Charity Road is a heavily traveled corridor
- Residential properties near by
- Utilities appear to be near by
- Relatively flat property

Ease of Development:

- Currently on the market
- \$17,900 per acre (based on Duplin County Property Record); list price unknown

Location:

- Downtown Rose Hill
- Convenient access to I-40
- Located between two main service areas
- More than 10 minutes to County's gas pumps

Photo of the Site:





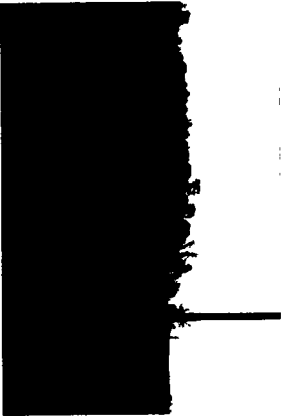
8.5 Overview of Site E

Address: Jack Dale Road, Teachey, NC
Owner: Private individual
Parcel ID: 09-4414
Area Under Consideration: 6.5 of 15.8 acres
Road Frontage: ~175 feet
Current Use: Undeveloped
Notable Features:

- Irregular shape property
- Currently not listed for sale
- Surrounded by agricultural land and residential homes
- Smallest road frontage
- Utilities appear to be near by
- Relatively flat property

Ease of Development:

- Currently not listed for sale
- \$3,302 per acre (based on Duplin County Property Record)



Location:

- Located near one of the main service areas
- More than 10 minutes from County's gas pumps
- Roughly 10 minutes from County's maintenance facility

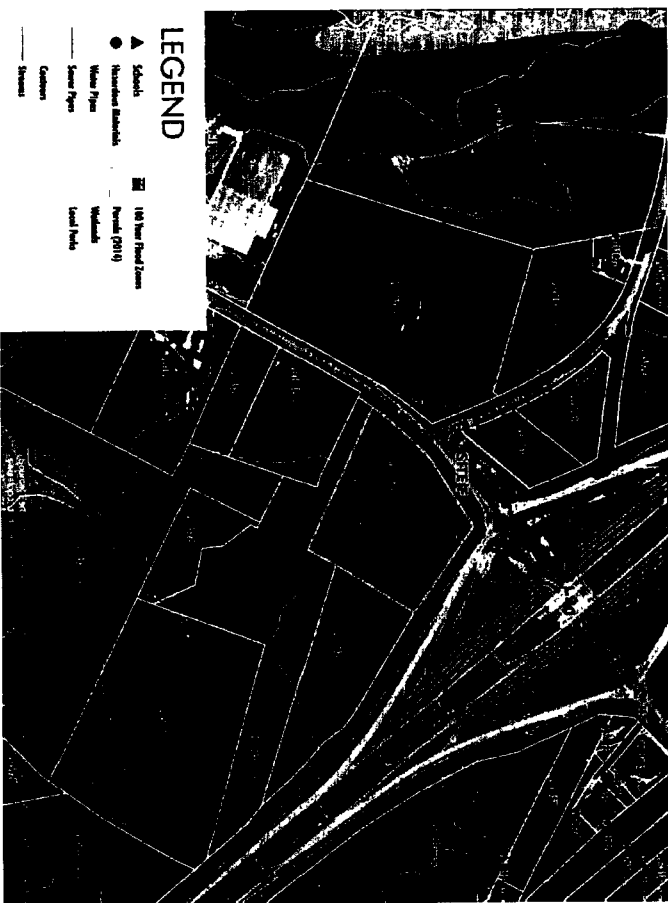
Photo of the Site:



8.6 Overview of Site F

- Address:** NC 11 at US 40, Wallace, NC
- Owner:** Private company
- Parcel ID:** 09-463
- Area Under Consideration:** 5.97 acres
- Road Frontage:** ~580 feet
- Current Use:** Undeveloped
- Notable Features:**
- Convenient access to I-40
 - Turn lane in front of site
 - Utilities visible along US-11
 - Relatively flat property
- Ease of Development:**
- Currently not listed for sale
 - \$31,374 per acre (based on Duplin County Property Record)

- Location:**
- Adjacent to I-40 interchange, Exit 384
 - Located in one of the main service areas
 - Nearly a 20 minute drive to the County's gasoline pump
 - More than 10 minutes from County's maintenance facility
- Photo of the Site:**



8.7 Overview of Site G

- Address:** NC 11, Wallace, NC
- Owner:** Private individual
- Parcel ID:** 09-1081
- Area Under Consideration:** 4.0 of 15.0 acres
- Road Frontage:** ~330 feet
- Current Use:** Undeveloped
- Notable Features:**
- Convenient access to I-40
 - Turn lane in front of site
 - Utilities visible along US-11
 - Some residential land use in proximity
 - Relatively flat property
- Ease of Development:**
- Currently not listed for sale
 - \$5,693 per acre (based on Duplin County Property Record)

- Location:**
- Near I-40 interchange, Exit 384
 - Within one of the main service areas
 - Nearly a 20 minute drive to the County's gasoline pump
 - More than 10 minutes from County's maintenance facility
- Photo of the Site:**



8.8 Overview of Site H

- Address:** Southpark Drive, Wallace, NC
Owner: Private company
Parcel ID: 09-3176
Area Under Consideration: 5.0 acres
Road Frontage: ~330 feet
Current Use: Undeveloped
- Notable Features:**
- Part of industrial park
 - Convenient access to I-40
 - Compatible with surrounding land uses
 - Underground utilities, paved street, street lights, public water and sewer
 - Relatively flat property
- Ease of Development:**
- Currently not listed for sale
 - \$5,067 per acre (based on Duplin County Property Record)

Location:

- Southpark Industrial Park
- Located in one of the main service areas
- Nearly 20 minute drive to the County's gasoline pump
- More than 10 minutes from County's maintenance facility

Photo of the Site:



LEGEND

- Schools**
- Schools
 - Hazardous Materials
 - Water Type
 - Sewer Type
 - Land Parks
 - Contours
 - Shaded
- 100 Year Flood Zone**
- Flood (2014)
 - Wetlands
 - Land Parks

8.9 Overview of Site I

- Address:** Southpark Drive, Wallace, NC
Owner: Duplin County
Parcel ID: 09-E186
Area Under Consideration: 5.0 acres
Road Frontage: ~380 feet
Current Use: Undeveloped
- Notable Features:**
- Mostly wooded
 - Part of industrial park
 - Convenient access to I-40
 - Compatible with surrounding land uses
 - Underground utilities, paved street, street lights, public water and sewer
 - Relatively flat property
- Ease of Development:**
- County-owned
 - Private land acquisition would not be required

Location:

- Southpark Industrial Park
- Located in one of the main service areas
- Nearly 20 minute drive to the County's gasoline pump
- More than 10 minutes from County's maintenance facility

Photo of the Site:



LEGEND

- Schools**
- Schools
 - Hazardous Materials
 - Water Type
 - Sewer Type
 - Land Parks
 - Contours
 - Shaded
- 100 Year Flood Zone**
- Flood (2014)
 - Wetlands
 - Land Parks

8.10 Overview of Site J

Address: 200 Magnolia Ext (US-11), Kenansville, NC

Owner: Private individual

Parcel ID: 13-2381

Area Under Consideration: 2.44 acres

Road Frontage: ~200 feet

Current Use: Undeveloped

Notable Features:

- Smallest site under consideration
- US-11 is a heavily traveled corridor
- Convenient access to I-40
- Compatible with surrounding land uses
- Utilities visible along US-11
- Relatively flat property
- Zoned G2 (General Commercial District)

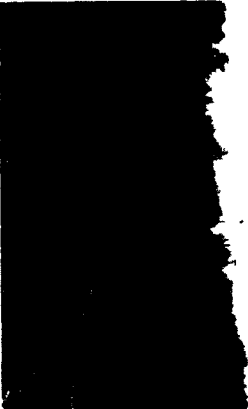
Ease of Development:

- Currently not listed for sale
- \$24,590 per acre (based on Duplin County Property Record)

Location:

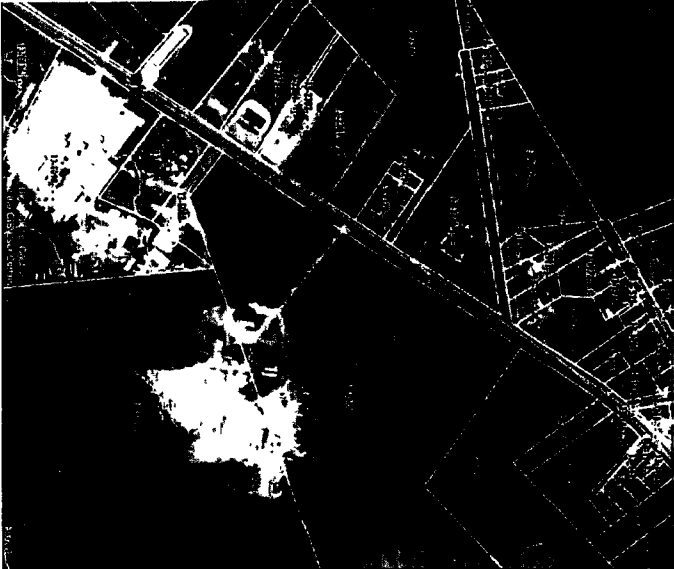
- Within Kenansville's Town Limits
- Centrally located within Duplin County
- Located within main service area
- Quick access to County's gas pumps
- More than 10 minutes from County's maintenance facility

Photo of the Site:



LEGEND

▲ Schedule	100 Year Flood Zone
● Interstate Mileage	Parcel (2015)
Water Pipes	Waterlines
Sewer Pipes	Local Roads
Curbs	
Streets	



8.11 Overview of Site K

Address: Old NC 903, Kenansville, NC

Owner: Private individual

Parcel ID: 13-1164

Area Under Consideration: 5.75 acres

Road Frontage: ~795 feet

Current Use: Undeveloped

Notable Features:

- Adjacent to NCDOT Division Office
- Some residential land use in proximity
- Overhead power line traverse the site
- Utilities visible along Old NC 903 and nearby US-11
- Relatively flat property

Ease of Development:

- Currently not listed for sale
- \$5,374 per acre (based on Duplin County Property Record)

Location:

- Centrally located within Duplin County
- Located within main service area
- Quick access to County's gas pumps
- More than 10 minutes from County's maintenance facility

Photo of the Site:



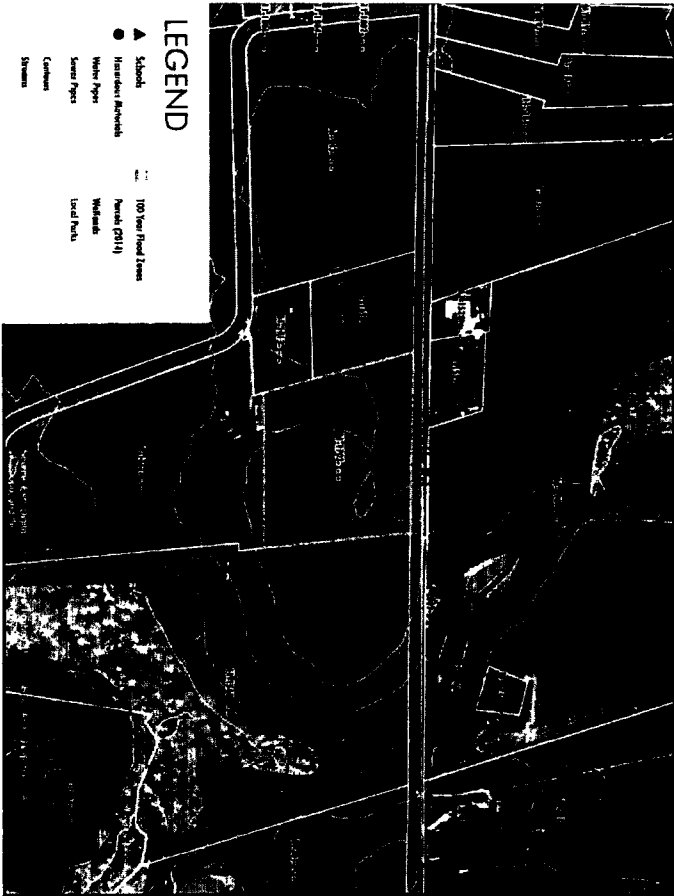


8.12 Overview of Site L

- Address:** Charity Road, Rose Hill, NC 28458
- Owner:** Private individual
- Parcel ID:** 11-1703
- Area Under Consideration:** 8.07 acres
- Road Frontage:** ~640 feet
- Current Use:** Undeveloped
- Notable Features:**
- Surrounded by agricultural land and residential homes
 - Charity Road is a heavily traveled corridor
 - Utilities visible along Charity Road
 - Relatively flat property
- Ease of Development:**
- Currently not listed for sale
 - \$4,967 per acre (based on Duplin County Property Record)

- Location:**
- Downtown Rose Hill
 - Convenient access to I-40
 - Located between two main service areas
 - More than 10 minutes to County's gas pumps

Photo of the Site:



9 INITIAL SCREENING RESULTS

The initial screening results are described below

9.1 Screening Site A

This property is located in Kenansville, NC and is owned by Duplin County. Of the more than 126 acres available in the Duplin County Event Center complex, the site under consideration is the 4.5 acres directly behind Duplin Commons. The site has access to Fairgrounds Drive, which connects to US-11 at a signalized intersection. It is located within the town limits of Kenansville and zoned OI (Office and Institutional District) which is intended to accommodate professional, civic, educational, and governmental uses. The site is free of existing structures and appears to have access to utilities based on a field review. The site is centrally located within the County and located within one of Duplin County Public Transportation Department's main service areas. The County's gasoline pump is conveniently located nearby.

- **Pros:** central location, no acquisition required, undeveloped lot, existing utilities, limited known environmental impacts, near the County's gasoline pump, signalized entrance to complex, suitable transfer point, expandable, located in a major service area
- **Cons:** James Sprunt Community College across US-11

9.2 Screening Site B

Of the more than 133 acres of available County-owned property near the old landfill, the site under consideration is the roughly 3.0 acre property on the eastern edge boarding the Duplin Vineyards grape vines. The site is located north of Landfill Road and is less than a mile from US-11. The site is free of existing structures and an excavator is parked on the property. The site appears to have access to utilities based on a field review. The site is located near Rose Hill between Duplin County Public Transportation Department's main service areas. The site is more than a 10 minute drive to the County's gasoline pump, however, the site is directly across the street from the County's Maintenance Facility

- **Pros:** no acquisition required, undeveloped lot, near County's Maintenance Facility
- **Cons:** potential environmental concerns, lack of access to I-40, not a preferable transfer point

9.3 Screening Site C

Of the more than 133 acres of available County-owned property near the old landfill, the site under consideration is the roughly 14.3 acre property on the southern site of Landfill Road. The site is less than a mile from US-11. The County currently uses this property to store storm debris and overhead electrical lines traverse the property. The site is located between Duplin County Public Transportation Department's main service areas. The site is more than a 10 minute drive to the County's gasoline pump; however, the site adjacent to the County's Maintenance Facility

- **Pros:** no acquisition required, undeveloped lot, near County's Maintenance Facility, expandable
- **Cons:** potential environmental concerns, extensive grading required, lack of access to I-40, not a preferable transfer point

9.4 Screening Site D

The site under consideration is 4.19 acres in downtown Rose Hill, NC. The site is privately-owned by an individual and is currently for sale. The triangular-shaped site is located on Charity Road, which is a heavily traveled roadway corridor. The site is less than 1.5 miles from I-40. The undeveloped site is free of existing structures and appears to have access to utilities based on a field review. The site is located between Duplin County Public Transportation Department's main service areas, is more than a 10-minute drive to the County's gasoline pump, and roughly a 10-minute drive to the County's Maintenance Facility.

- **Pros:** available and on the market, suitable transfer point, expandable
- **Cons:** triangular shape makes site configuration more difficult, appraised to have one of the highest prices per acre, located on congested roadway

9.5 Screening Site E

This site consists of roughly 6.5 acres in Teachey, NC. It is privately-owned by an individual and is currently not on the market. The irregularly shaped located on Jack Dale Road is less than 2 miles from I-40. The site is free of existing structures and appears to have access to utilities based on a field review. The site is located near Wallace (one of Duplin County Public Transportation Department's main service

areas), is more than a 10 minute drive to the county's gasoline pump, and roughly a 10-minute drive to the County's Maintenance Facility.

- **Pros:** most inexpensive price per acre, undeveloped lot, expandable
- **Cons:** irregular shape and limited road frontage makes site configuration more difficult, incompatible with surrounding land uses

9.6 Screening Site F

The site under consideration is roughly 5.97 acres. The site is privately-owned by a limited liability company, but currently not on the market. The site is adjacent to I-40, Exit 384. The site is free of existing structures and appears to have access to utilities based on a field review. The site is located in one of Duplin County Public Transportation Department's main service areas, is nearly a 20-minute drive to the County's gasoline pump, and more than a 10-minute drive to the County's Maintenance Facility

- **Pros:** undeveloped lot, existing utilities, expandable, ample road frontage, turn lane exists on US-11 available, located in a major service area
- **Cons:** most expensive estimated price per acre, location suggests that property would be better suited as commercial land use, requires significant deadhead to access the County's gasoline pump

9.7 Screening Site G

The site under consideration is 4.0 acres in Wallace, NC. This property is one of two tracts that make up a 15.0 acre property. The site is privately-owned by an individual and is currently not on the market. The site is in the vicinity of I-40, Exit 384. A residential property is south of the site. The site is free from existing structures and appears to have access to utilities based on a field review. The site is located in one of Duplin County Public Transportation Department's main service areas, is nearly a 20-minute drive to the County's gasoline pump, and more than a 10-minute drive to the County's Maintenance Facility.

- **Pros:** undeveloped lot, existing utilities, expandable, turn lane exists on US-11 available, located in a major service area
- **Cons:** estimated price, near residence, location suggests that property would be better suited as commercial land use, requires significant deadhead to access the County's gasoline pump

9.8 Screening Site H

The site under consideration is roughly 5.0 acres located in Wallace, NC. The site is privately-owned by a limited liability company, but currently not on the market. The site is located in the Southpark Industrial Park in Wallace. The site is free of existing structures. Southpark Industrial Park has underground electric service provided by Four County EMC, served by Duplin County water services with a 12-inch line, and Sprint Telephone Company offers a fiber optic cable for communications. The site is located in one of Duplin County Public Transportation Department's main service areas, is nearly a 20-minute drive to the County's gasoline pump, and more than a 10-minute drive to the County's Maintenance Facility.

- **Pros:** compatible with surrounding land uses, undeveloped lot, existing utilities, limited known environmental impacts, expandable, located in a major service area
- **Cons:** estimated price, requires significant deadhead to access the County's gasoline pump

9.9 Screening Site I

The site under consideration is roughly 5.0 acres located in Wallace, NC. This property owned by Duplin County. The site is located in the Southpark Industrial Park adjacent to a County water tower. The wooded site is free of existing structures. Southpark Industrial Park has underground electric service provided by Four County EMC, served by Duplin County water services with a 12-inch line, and Sprint Telephone Company offers a fiber optic cable for communications. The site is located in one of Duplin County Public Transportation Department's main service areas, is nearly a 20-minute drive to the County's gasoline pump, and more than a 10-minute drive to the County's Maintenance Facility

- **Pros:** no acquisition required, compatible with surrounding land uses, undeveloped lot, existing utilities, limited known environmental impacts, expandable, located in a major service area
- **Cons:** requires significant deadhead to access the County's gasoline pump

9.10 Screening Site J

The site under consideration is roughly 2.44 acres located in Kenansville, NC (one of two sites within Kenansville's Town Limits). The site is privately-owned by an individual and is currently not on the market. The site is located on US-11, a heavily traveled corridor. It is located within the town limits of Kenansville and zoned GC (General Commercial District) which is intended to accommodate small scale commercial establishments and professional offices. The site is free of existing structures and appears to have access to utilities based on a field review. The site is centrally located within the County and located within one of Duplin County Public Transportation Department's main service areas. The County's gasoline pump is conveniently located nearby

- **Pros:** central location, compatible with surrounding land uses, undeveloped lot, existing utilities, near the County's gasoline pump, suitable transfer point, located in a major service area
- **Cons:** appraised to have one of the highest prices per acre, located on congested roadway, no room to expand in the future

9.11 Screening Site K

The site under consideration is roughly 5.75 acres located in Wallace, NC. The site is privately-owned by an individual and is currently not on the market. The site is located on Old NC 903 nearly 1,000 feet from US-11. The site is free of existing structures, but overhead electrical lines traverse the property. Based on a field review, utilities run along nearby US-11. The site is centrally located within the County and located within one of Duplin County Transportation Department's main service areas. The County's gasoline pump is conveniently located nearby.

- **Pros:** undeveloped lot, utilities nearby, expandable, ample road frontage, existing utilities, near the County's gasoline pump, located in a major service area
- **Cons:** estimated price, out of the way location may not be well suited for a transfer point

9.12 Screening Site L

The site under consideration is 8.07 acres near downtown Rose Hill, NC. The site is privately-owned by an individual and is currently not for sale. The site is located on Charity Road, which is a heavily traveled roadway corridor. The site is roughly 1 mile from I-40. The undeveloped site is free of existing

structures and appears to have access to utilities based on a field review. The site is located between Duplin County Transportation Department's main service areas, is more than a 10-minute drive to the County's gasoline pump, and roughly a 10-minute drive to the County's Maintenance Facility.

- **Pros:** suitable transfer point, existing utilities, expandable
- **Cons:** estimated price, requires significant deadhead to access the County's gasoline pump, located on congested roadway

9.13 Site Comparison

A screening matrix was developed early in the screening process to systematically evaluate the pros and cons of the candidate sites. To reflect the importance of each criterion, weights were assigned to the criteria. The Oversight Committee, NCDOT and Duplin County Public Transportation Department provided input and made adjustments to how the selection criteria were weighted. The sites were given a score in each category based on field review, and then the unweighted raw scores were multiplied by the given weight to determine the score for each criterion. Those weighted scores were summed to determine the overall score for the site. The maximum overall score available is 104 points.

Sites A and K rank as the top two sites based on the Site Screening Matrix.

Sites A and K rank as the top two sites based on the Site Screening Matrix. NCDOT and Duplin County Public Transportation Department agreed with this outcome. The Oversight Committee had an opportunity to approve this outcome and provide addition input at a meeting on March 6, 2015.

Site Screening Matrix

Evaluation Criteria	Weight	Site A		Site B		Site C		Site D		Site E		Site F		Site G		Site H		Site I		Site J		Site K		Site L	
		Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
SITE CHARACTERISTICS																									
1. Amount of Usable Space	1	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
2. Site Configuration	1	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
3. Allowance for Future Expansion	2	4	8	4	8	4	8	4	8	4	8	4	8	4	8	4	8	4	8	4	8	4	8	4	8
4. Availability of Utilities	1	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
5. Compatibility with Surrounding Land Uses	1	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
ACCESS / TRAFFIC																									
6. Location of Site in Relation to Service Area	3	4	12	3	9	3	9	3	9	2	6	2	6	2	6	2	6	2	6	4	12	4	12	3	9
7. Proximity to gasoline pumps in Kennansville	4	4	16	2	8	2	8	2	8	1	4	1	4	1	4	1	4	1	4	4	16	4	16	2	8
8. Proximity to Duplin County's Maintenance Facility	2	4	8	4	8	4	8	4	8	3	6	3	6	2	4	2	4	2	4	2	4	2	4	3	6
9. Access to Major Roadway Corridors	1	4	4	2	2	2	2	3	3	2	2	4	4	4	4	4	4	4	4	4	4	4	4	3	3
10. Traffic and Street Concerns	1	4	4	4	4	4	4	1	1	4	4	3	3	3	3	4	4	4	4	4	4	4	4	2	1
11. Suitability to Serve as Transfer Point	1	4	4	2	2	2	2	3	3	2	2	3	3	3	3	3	3	3	3	4	4	3	3	3	3
ENVIRONMENTAL																									
12. Environmental Concerns	3	4	12	1	3	1	3	3	9	4	12	1	12	3	9	4	12	4	12	4	12	4	12	4	12
REAL ESTATE																									
13. Ease of Land Acquisition	2	4	8	1	8	4	8	3	6	2	4	1	2	1	2	1	2	4	8	1	2	1	2	1	2
14. Acquisition Cost	2	4	8	4	8	4	8	1	2	4	6	1	2	1	2	1	2	4	8	1	2	3	6	3	6
15. Development Cost	1	4	4	4	4	2	2	1	4	4	4	1	4	4	4	4	4	4	4	4	4	4	4	4	4
Maximum Possible Score	104																								
TOTAL SCORE			100		80		75		66		69		68		62		69		81		81		90		77
SITE RANKING			1		5		7		11		8		10		12		8		3		3		2		6

Weight: 4 = essential, 3 = most important, 2 = more important, 1 = important
Rating: 4 = excellent, 3 = good, 2 = fair, 1 = poor
Score = Weight times Rating

10 DETAILED SCREENING

Based on the results of the site screening matrix, Sites A and K were advanced as the preferred candidate sites and underwent a more detailed evaluation which included an additional environmental evaluation and development of conceptual layouts. The purpose for this screening was to provide additional information to the Oversight Committee to assist in selection of the locally preferred site.

10.1 Environmental Mapping Exercise

An environmental mapping exercise was performed to evaluate the two preferred candidate sites. The methodology and findings are presented in the following subsections.

10.1.1 Methodology

Parsons Brinckerhoff utilized GIS and other on-line data sources to evaluate the preferred candidate sites (Site A and Site K) for the presence of potential environmental and ecological features. A field review of the sites for environmental and ecological features was not conducted. Data evaluated is shown in Table 6.

Table 6: Data Evaluated

Data Layers	Sources
Soils	U.S. Department of Agriculture U.S. Geological Survey
USGS Topography Map	Duplin County
Other Topography	Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AFX, Getmapping, Aerogrid, IGN, IGP, swisstopo and the GIS User Community
Aerial Photography	US Fish and Wildlife Service, National Wetland Inventory (http://www.fws.gov/wetlands/data/mapper.html)
Wetlands	Duplin County
Streams	Federal Emergency Management Agency
Floodplains	N.C. Natural Heritage Program (www.ncnhp.org)
Protected Species	N.C. State Historic Preservation Office, HPOWEB GIS Service (http://gis.ncdcr.gov/hpweb/)
Occurrences	EPA, Facility Registry System (http://www.epa.gov/enviro/geo_data.html); NCDENR (http://portal.ncdenr.org/web/wm/gis/data)
Historic and Cultural Resources	
Hazardous Waste and Underground Storage Tanks	

In addition to the above-referenced data, Parsons Brinckerhoff reviewed the U.S. Fish and Wildlife Service (USFWS)'s *Information, Planning and Conservation System* (IPAC) and the USFWS *Endangered Species, Threatened Species, Federal Species of Concern, and Candidate Species* list (last updated September 22, 2010) to identify federally protected species in Duplin County. According to both sources, the USFWS lists one federally protected species for Duplin County subject to Section 7 of the Endangered Species Act, namely the endangered red-cockaded woodpecker (*Picoides borealis*).

10.1.2 Findings Common to Both Sites

A summary of the findings common to both preferred candidate sites are as follows:

Water Resources

The preferred candidate sites are located in the Cape Fear River Basin within eight-digit Hydrologic Unit Code (HUC) 03030007. Streams of the Cape Fear basin in Duplin County are not subject to North Carolina Department of Environment and Natural Resources (NCDENR) Riparian Buffer Rules. No Clean Water Act Section 303(d) listed impaired waters exist on either preferred candidate site.

Wetlands and Other Waters of the U.S.

No apparent wetlands or other waters of the U.S. are located on Site A. There is a potential for wetlands and other waters of the U.S. (e.g., streams, creeks, ponds, etc.) to be present on Site K.

Floodplains

Neither site contains FEMA-regulated floodplains

Threatened and Endangered Species

Neither site appears to contain suitable habitat for federally protected species

Cultural Resources

Neither site contains known historic, archaeological, or cultural resources.

Hazardous Waste and Underground Storage Tanks

No hazardous waste or underground storage tanks (USTs) are known to exist on either site. Several underground storage tanks with known incidents and release reports were identified within 0.50 miles of each site. This assessment was not conducted in accordance with ASTM E1527-13. A more detailed assessment of hazardous waste and underground storage tanks will be conducted as part of the Categorial Exclusion documentation.

10.1.3 Findings Specific to Site A

A summary of the findings for Site A are as follows:

Soils

According to the U.S. Department of Agriculture (USDA) Web Soil Survey (reviewed at <http://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>), soils mapped on Site A include

- Autryville loamy fine sand, 0 to 6 percent slopes (Aub), comprising approximately 85% of Site A
- Rains fine sandy loam, 0 to 1 percent slopes (RaA), comprising approximately 15% of the site

Aub is a well-drained soil with a water table depth of about 48 to 72 inches. Two percent of the Aub soil map unit is considered hydric due to inclusions of undrained Muckalee soils. RaA is mapped in the western and northern-most portions of the site. RaA is a poorly drained soil with a water table depth of 0 to 12 inches. The majority of the RaA map unit is considered hydric soil.

Wetlands and Other Waters of the U.S.

Based on review of the NWI mapping, USGS topographic mapping, and aerial photography, no obvious wetland areas or other waters of the U.S. exist on Site A. Although hydric Rains soils are mapped in western-most and northern-most portions of the site, these areas appear to consist of

maintained/mowed grass cover. Therefore, jurisdictional wetlands do not appear to be located on the site. Jurisdictional wetlands may be present north of Site A in the forested area adjacent to Mill Branch.

Federally Protected Species

The red-cockaded woodpecker (RCW) is the only federally protected species listed in Duplin County that is subject to Section 7 of the Endangered Species Act. The RCW typically occupies open, mature stands of southern pines, particularly longleaf pine (*Pinus palustris*), for foraging and nesting/roosting habitat. The RCW excavates cavities for nesting and roosting in living pine trees, aged 60 years or older, which are contiguous with pine stands at least 30 years of age to provide foraging habitat. The foraging range of the RCW is normally no more than 0.5 miles.

Habitat on Site A is comprised of maintained grass cover. Site A contains no trees; therefore, no suitable habitat is present for RCW nesting, roosting, or foraging. Further, no occurrences of the RCW are known to exist on site or within 0.50 miles. Therefore, the project on Site A would have no effect on RCW.

Cultural Resources

Based on review of the N.C. State Historic Preservation Office (SHPO) HPOWEB GIS Service, no historic, archaeological, or cultural resources sites are known to exist on Site A. Two sites included on the National Register of Historic Places (NRHP) are located in the vicinity of the site, including:

- The Needham Whitfield Herring House and outbuildings (Site ID# DP0026), aka Murray House, located approximately 0.35 miles north of Site A
- The Kenansville Historic District (Site ID# DP0002), located approximately 0.65 miles northeast of Site A

Hazardous Waste and Underground Storage Tanks

Based on review of the NCDENR Division of Waste Management on-line mapper (reviewed at <http://portal.incident.org/web/wm/gis/maps/dwmmmap>), no known hazardous waste or USTs are located on Site K. Four USTs listed in NCDENR's Regional Underground Storage Tank (RUST) database with known incidents and release reports are located within 0.50 mile of Site A. Readily available on-line information identifies the USTs as follows:

- James Sprunt Community College, UST No. WI-1480, Incident No. 17536 (<0.25 miles from Site A).
- Duplin County Board Of Education-Main, UST No. WI-1567, Incident No. 18572 (<0.25 miles from Site A).
- DOT - Kenansville (Waste Oil Tank), UST No. WI-7099, Incident No. 32307 (0.25-0.50 miles from Site A).
- DOT - Kenansville, UST No. WI-841, Incident No. 5793 (0.25-0.50 miles from Site A).

No other hazardous waste or UST sites were identified within 0.5 miles of Site A

10.1.4 Findings Specific to Site K

A summary of the findings for Site K are as follows:

Soils

According to the USDA Web Soil Survey, soils mapped on Site K include:

- Norfolk loamy sand, 0 to 2 percent slopes (NoA), comprising approximately 70% of the site
- Rumford loamy fine sand, 2 to 6 percent slopes (RuB), comprising approximately 5% of the site
- Woodington loamy fine sand, 0 to 1 percent slopes (WoA), comprising approximately 25% of the site

The NoA map unit is a well-drained soil with a water table depth of about 40 to 72 inches. Five percent of the NoA soil map unit is considered hydric due to inclusion of Rains soils. RuB is mapped in the northeastern portion of the site. RuB is a well-drained soil with a water table depth of more than 80 inches, and is not identified as a hydric soil. WoA is mapped in the southeastern portion of the site. WoA is a poorly drained soil with a water table depth of 0 to 12 inches. The majority of the WoA map unit is considered hydric.

Wetlands and Other Waters of the U.S.

Based on review of the NWI mapping, topographic map sources, soil survey information, and aerial photography, several potential wetlands and other waters of the U.S. may be present on Site K, including:

- An unnamed tributary to Marsh Branch situated along the southern site boundary
- A pond in the southwest corner of the site
- Emergent and forested wetlands located near the southern site boundary
- A linear wetland or stream comprising the eastern site boundary
- A roadside ditch along the northern site boundary of NC 903

Federally Protected Species

Habitat on Site K is primarily comprised of pasture with shrubs and deciduous overstory trees along the southern site boundary. Site K appears to contain no trees suitable for RCW nesting, roosting, or foraging habitat. Therefore, the project on Site K would have no effect on RCW.

Cultural Resources

Based on review of the HPOWEB GIS Service, no historic, archaeological, or cultural resources sites are known to exist on Site K. One site, namely Jones Garage (Site ID# 03045) located at the corner of NC 11 and Old NC 903, located within 0.25 mile of the site, was surveyed in 1992-1993 but was not added to the NRHP.

Hazardous Waste and Underground Storage Tanks

Based on review of the NCDENR Division of Waste Management on-line mapper, no known hazardous waste or USTs are located on Site K. Four USTs listed on NCDENR's RUST database with known incidents and release reports are located within 0.50 miles of Site K. Readily available on-line information identifies the USTs as follows:

- DOT - Kenansville Heating Oil-2, UST No. WI-2300, Incident No. 32046 (<0.25 miles from Site K)
- DOT - Kenansville (Waste Oil Tank), UST No. WI-7099, Incident No. 32307. Previously identified as part of Site A review (<0.25 miles from Site K).
- DOT - Kenansville UST No. WI-841, Incident No. 5793. Previously identified as part of Site A review (<0.25 miles from Site K).
- James Sprunt Community College, UST No. WI-1480, Incident No. 17536. Previously identified as part of Site A review (0.25-0.50 miles from Site K)

No other hazardous waste or UST sites were identified within 0.5 miles of Site K.

10.1.5 Environmental Mapping

The environmental maps for Site A and K are shown in Figures 14 and 15, respectively.

10.2 Conceptual Layout

Conceptual site layouts were developed based on the Space Plan to test fit the facility within each preferred candidate site. NCDOT PTD requested that the vehicle storage have two driveways to provide access in the event that one driveway was blocked by a fall tree or other obstruction. The original schematic layout was adjusted to accommodate this request.

The conceptual layouts for Site A and K are shown in Figures 4 and 5, respectively. The conceptual layouts included in this memorandum were reviewed by the Oversight Committee on March 6, 2015.

Figure 14: Site A Environmental Map

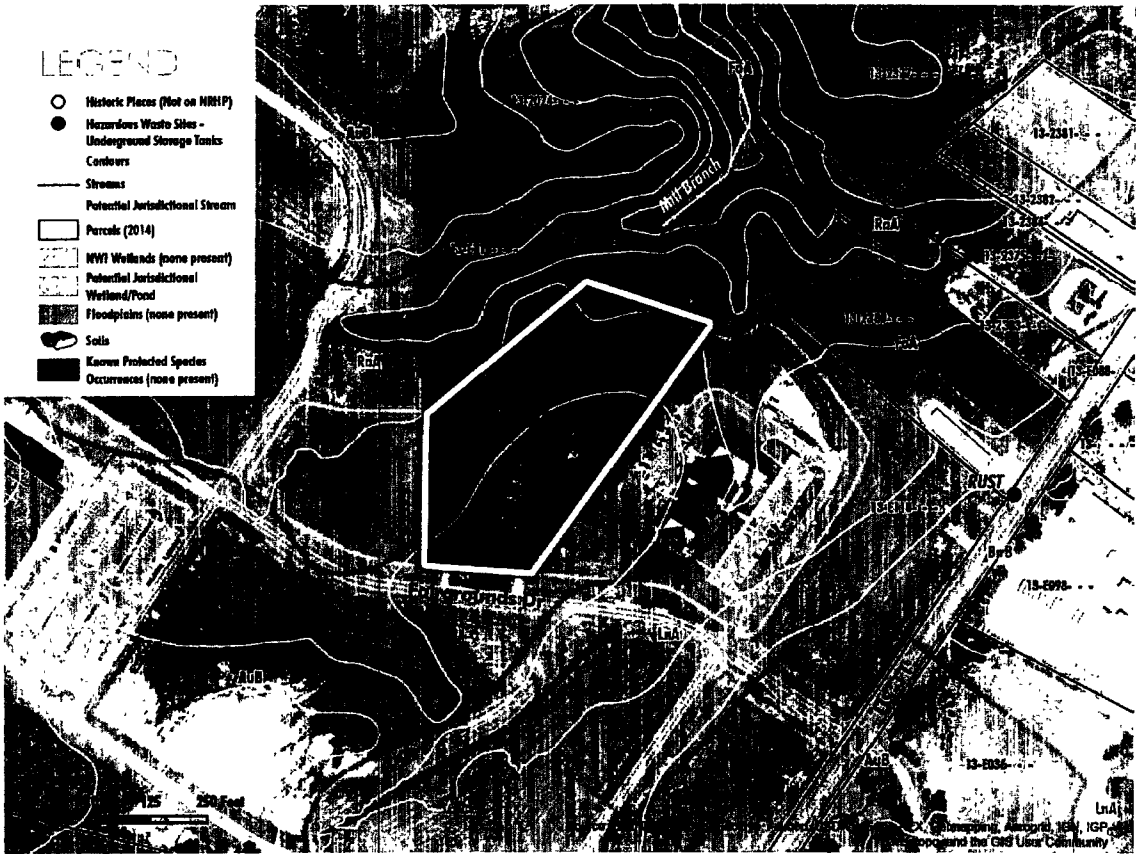
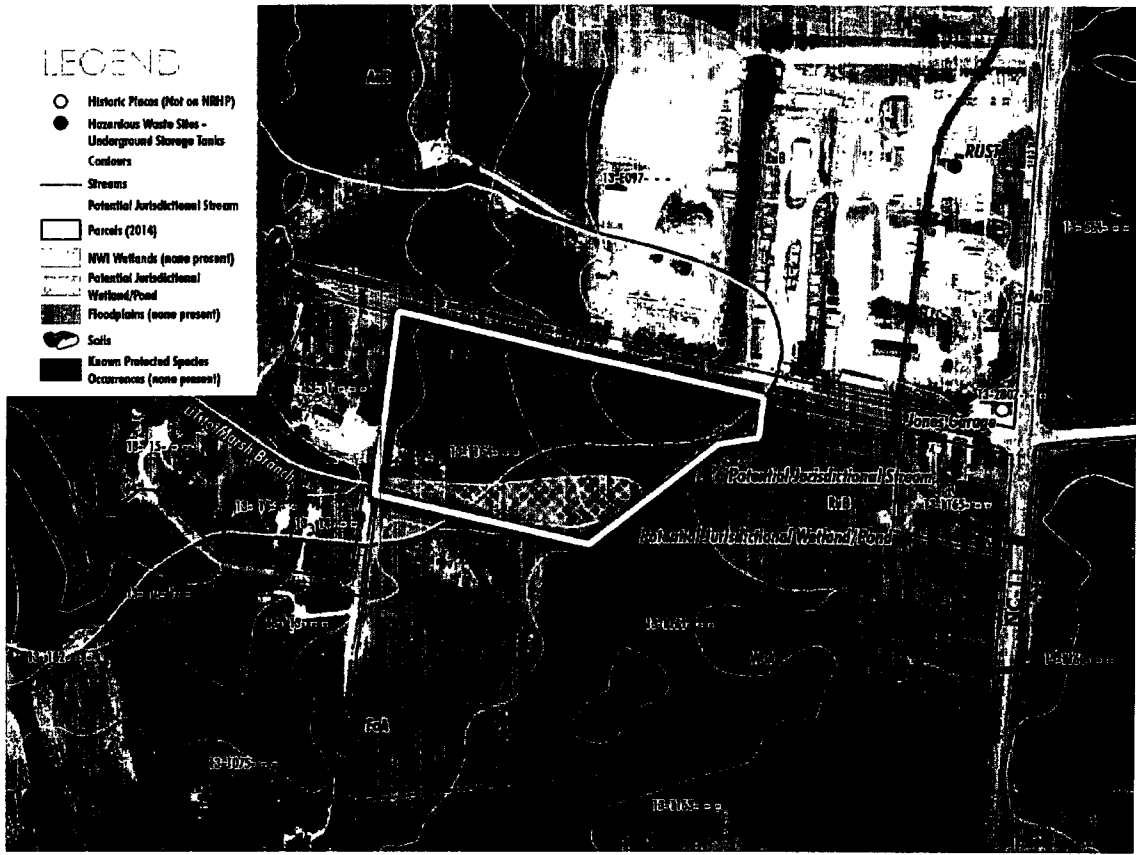


Figure 15: Site K Environmental Map



The schematic site layout for Site A shows a central building with several expansion areas. To the left of the building is a storm water pond. To the right is a wash area. The layout includes parking for transit vehicles, expansion parking (16 spaces), transit vehicle parking (11 spaces), employee/visitor parking, and an expansion area for employee/operations. Arrows indicate transit vehicle entry and exit points. A north arrow is located in the upper right corner of the drawing area.

Labels on the drawing include: STORM WATER, TRANSIT VEHICLE ENTRY, TRANSIT VEHICLE EXIT, EXPANSION PARKING (16 SPACES), TRANSIT VEHICLE PARKING (11 SPACES), WASH, EXPANSION, EMPLOYEE/OPERATIONS, EMPLOYEE/VISITOR PARKING, and EXPANSION.

PROJECT TITLE: DULIN COUNTY PUBLIC WORKS DEPARTMENT FEASIBILITY STUDY
 DRAWING NO.: 1
 SHEET NO.: 1
 DATE: 1/2/2011
 PROJECT NO.: 1
 PROJECT NAME: DULIN COUNTY PUBLIC WORKS DEPARTMENT FEASIBILITY STUDY
 PROJECT LOCATION: 10000 N. 100TH AVE., SUITE 100, DULIN, CO. 80116
 PROJECT OWNER: DULIN COUNTY
 PROJECT MANAGER: [Name Redacted]
 PROJECT ENGINEER: [Name Redacted]
 PROJECT ARCHITECT: [Name Redacted]
 PROJECT LANDSCAPE ARCHITECT: [Name Redacted]
 PROJECT CIVIL ENGINEER: [Name Redacted]
 PROJECT ELECTRICAL ENGINEER: [Name Redacted]
 PROJECT MECHANICAL ENGINEER: [Name Redacted]
 PROJECT ENVIRONMENTAL ENGINEER: [Name Redacted]
 PROJECT GEOLOGICAL ENGINEER: [Name Redacted]
 PROJECT HISTORIC PRESERVATION: [Name Redacted]
 PROJECT SOCIAL SCIENCE: [Name Redacted]
 PROJECT ECONOMIC ANALYSIS: [Name Redacted]
 PROJECT LEGAL COUNSEL: [Name Redacted]
 PROJECT FINANCIAL ANALYSIS: [Name Redacted]
 PROJECT MARKETING: [Name Redacted]
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 PROJECT COMPLIANCE: [Name Redacted]
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 PROJECT RISK MANAGEMENT: [Name Redacted]
 PROJECT SUSTAINABILITY: [Name Redacted]
 PROJECT GREEN BUILDING: [Name Redacted]
 PROJECT LEED CERTIFICATION: [Name Redacted]
 PROJECT ENERGY EFFICIENCY: [Name Redacted]
 PROJECT WATER CONSERVATION: [Name Redacted]
 PROJECT WASTE MANAGEMENT: [Name Redacted]
 PROJECT AIR QUALITY: [Name Redacted]
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 PROJECT ARCHAEOLOGY: [Name Redacted]
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 PROJECT PLANTS: [Name Redacted]
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 PROJECT MICROBES: [Name Redacted]
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11 PREFERRED SITE APPROVAL AND ENVIRONMENTAL DOCUMENTATION

11.1 Oversight Committee Feedback

On March 6, 2015, the Oversight Committee met to discuss the pros and cons of each of the candidate sites and make modifications to the Site Screening Matrix. The additional environmental details and conceptual site layouts for the preferred candidate sites were presented to the Oversight Committee to solicit feedback. Based on the results from the Detail Screening, the Oversight Committee recommended Site A be selected as the locally preferred site to the County Commissioners.

Site A was selected as the locally preferred site and advanced for NEPA Documentation.

The Duplin County Commissioners met on March 16, 2015 and agreed with recommendations of the Oversight Committee. Site A was selected as the locally preferred site and advanced for NEPA (Categorical Exclusion) documentation.

11.2 NEPA Documentation

A Documented Categorical Exclusion (CE) was prepared for the proposed new transit facility, which will house administration and operations functions, in accordance with the National Environmental Policy Act (NEPA) guidelines. The intent of the document is to demonstrate that the proposed project meets the criteria for the CE under 23 CFR 771.117(d). The CE was submitted to NCDOT PTD for review on April 20, 2015. NCDOT PTD will submit the CE to the Federal Transit Administration (FTA).

The full CE document is included in the Appendix of this report.

12 NEXT STEPS

This report is a series of compiled technical memorandum that details the study process for proposed transit facility for Duplin County Public Transportation. The next step will be for NCDOT PTD to submit the CE to the Federal Transit Administration (FTA). Following FTA's concurrence, Duplin County Public Transportation should pursue funds for site appraisal, engineer / design, and construction.

APPENDIX A: INTERVIEW PARTICIPANTS

The study team would like to thank the following Duplin County and NCDOT staff members that participated in interviews and facility visits, for their time and input which made possible the development of the data contained herein.

Duplin County Public Transportation Staff

- Steven Moore, Director
- Rosemarie Oates, Assistant Director
- Willy Benh, Senior Driver
- Joey Jones, Driver

Duplin County

- Mike Aldridge, County Manager
- Paula Blizzard, Department of Social Services Supervisor
- B. Barnett, Vehicle Maintenance Supervisor
- Randy Norwood, Facilities Coordinator
- George Furrell, Duplin County Airport Director

NCDOT

- Shawn Blanchard, Mobility Development Specialist

APPENDIX B: EFFICIENCY CALCULATIONS

The assumptions and calculations that were used to determine the costs associated with wasted time are shown below.

Driver Inefficiency

Upon starting his or her shift, a driver goes to the administrative offices to collect the daily manifest. The driver then makes the three-minute drive to the Department of Social Services to start their route in the transit vehicle, and the same trip at the end of a shift. (Wasted time = 3-minute drive + 2 minutes parking and walking to and from + 3-minute drive + 2 minutes parking and walking to and from = 10 minutes per day)

9 - 10 routes per day M – H and 7 routes F; equates to roughly 45 weekly routes
45 weekly routes X 50 weeks per year = 2,250 annual routes
2,250 annual routes X 10 minutes for inefficiency = 22,500 minutes annually
22,500 minutes / 60 min per hour = 375 hours
375 hours X \$10 salary per hour = \$3,750 annually

Washing Vehicles

Each vehicle is washed weekly at the Duplin County Services of the Aged. Drivers are allotted no more than four hours per week to clean the vehicles by hand.

4 hours per week X 50 weeks per year = 200 hours annually
200 X \$10 salary per hour = \$2,000 annually
\$2,000 annually per week X 14 = \$28,000 annually

Time Associated with PM Inspections

Preventive maintenance (PM) inspections are performed roughly every 20 days. Duplin County Public Transportation's Director or Assistant Director takes vehicles back and forth to the maintenance shop (Director's rate is \$28 and Assistant Director's rate is \$17, averaging to \$22.50). The trip takes roughly one hour.

Maintenance is performed every 5,000 miles per vehicle = 20 trips per year per vehicle
20 trips X 13 vehicles = 260 trips every year
260 trips X 1.0 hour per trip = 260 hours per year
260 hours X \$22.50 rate = \$5,850 annually

APPENDIX C: BLANK FIELD NOTES

Questions	Field Notes
SITE CHARACTERISTICS	
1. Amount of Useable Space	
a. Is the parcel larger 2.5 acres?	
b. Are there existing buildings on the property?	
c. Is the site regular in shape? (Rectangle / square)	
d. Is the site relatively flat?	
e. Any geographic features limiting circulation on site?	
2. Site Configuration	
a. Is the site land locked?	
b. Is there road frontage?	
3. Allowance for Future Expansion	
a. How many acres is the parcel?	
b. Are adjacent parcels undeveloped or available?	
4. Availability of Utilities	
a. Are any manhole covers or fire hydrants in the vicinity?	
b. Are well pump covers visible on surrounding properties?	
c. Are overhead electric lines visible?	
d. Are flags for fiber visible?	
5. Compatibility with Surrounding Land Uses	
a. Are residences or schools in the vicinity?	
b. Are any community resources in the vicinity?	
ACCESS / TRAFFIC	
6. Location of Site in Relation to Service Area	
a. Is the site near Kenansville or Wallace?	
7. Proximity to Duplin County's Maintenance Facility	
a. Is County's Maintenance Facility within a 5 minutes drive?	
8. Access to Major Roadway Corridors	
a. Is the site on a major roadway?	
b. More than a 5 minute drive to reach I-40?	
b. More than a 5 minute drive to reach Highway 24?	
9. Traffic and Street Concerns	
a. Is the access for the site on a congested roadway?	
b. If so, can turn-lane or signals be installed to remediate?	
10. Suitability to Serve as Transfer Point	
a. Is the site near Kenansville or Wallace?	

Questions	Field Notes
ENVIRONMENTAL	
11. Environmental Concerns	
a. Is there a historic district/property in the vicinity?	
b. Are residences or schools in the vicinity?	
c. Is a portion of the site within the 100-year floodway?	
d. Is there a wetland on the site?	
e. Is a public parkland/recreation facility on the site?	
f. Are there hazardous materials present?	
REAL ESTATE	
12. Ease of Land Acquisition	
a. Is the property on the market or city owned?	
13. Acquisition Cost	
a. Is the property inexpensive or city owned?	
b. Would the land require acquisition or relocation?	
14. Development Cost	
a. Are utility extensions required?	
b. Would building demolition be required?	
c. Would extensive grading be required?	

Notes

REMINDER: TAKE PHOTOS OF THE SITE AND ACCESS

APPENDIX D: CATEGORICAL EXCLUSION



Duplin County Public Transportation
Facility Feasibility Study
Appendix D: Environmental Documentation

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A. DETAILED PROJECT DESCRIPTION AND PURPOSE AND NEED

The purpose of the project is to determine the feasibility of a new facility for Duplin County Public Transportation. The site will be used to house administration and operations functions for Duplin County Public Transportation, along with the storage of transit vehicles. This facility would replace the current arrangement, which consists of operations from a small office building that is shared with the County's Facility Maintenance Department, storage of transit vehicles in unsecure, extra parking spaces behind the Department of Social Services, and other components of the agency's operation housed at various facilities throughout Kenansville and Rose Hill. Approximately 13 vehicles will use the site daily, with the potential for future expansion of approximately 40 percent.

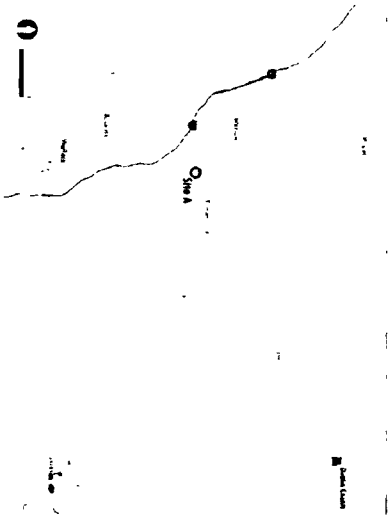
A site selection process completed as part of the Duplin County Transit Facility Feasibility Study considered 12 candidate sites and resulted in the selection of Site A as the preferred site.

B. LOCATION

Duplin County is in southeast North Carolina, east of the city of Fayetteville and north of the city of Wilmington. Interstate 40 runs through the southwest corner of the county, and the County is also served by US Routes 117 and 421. Duplin is largely an agricultural county, with prominent livestock operations, field crops, and viticulture. Kenansville is the county seat of Duplin County, located near the center of the County at the confluence of NC Routes 50, 24, and 11.

Site A is located within the Kenansville town limits on the northwest side of NC 11, approximately one mile southwest of downtown Kenansville. It is a 4.5 acre portion of a 126.0 acre parcel owned by Duplin County. Also located on the site is the Duplin Event Center, which serves as a community gathering space for large events, and the Duplin County Tourism Center. Site A is accessed via Fairgrounds Road, across from James Sprunt Drive and James Sprunt Community College. The fairgrounds, west of Site A on the same parcel, host a county fair, a livestock show, and other events at various times during the year. Figure 1 shows the location of Site A in the context of Duplin County. A discussion and detailed map of the community features in the vicinity of Site A is presented in Section J.

Figure 1. Site A Context Map



C. AIR QUALITY

Air quality impacts associated with the project are expected to be minimal.

Temporary impacts to air quality resulting from construction activities could include fugitive dust emissions and/or emissions from construction vehicles and equipment. Fugitive dust would be generated during grading and construction. Depending upon wind and construction conditions, some nearby properties may be affected temporarily. Temporary construction emissions could result from earthwork (e.g., fugitive dust) and construction equipment exhaust. Emissions would be minimized by pre-wetting cuts and fills when necessary and proper maintenance of construction equipment. Other dust control measures may be used as necessary. These could include minimizing the period and extent of an area being exposed at any one time, minimizing the use of vehicles on unpaved surfaces, covering or spraying materials and truckloads, and other best management practices (see Section Q). Temporary air quality impacts during construction could also result from emissions from construction vehicles and equipment. Best management practices will be followed to minimize idling vehicles to minimize these emissions.

Once the site is operational, no air quality impacts are anticipated. As discussed below, the new facility will not cause a net vehicle increase over current numbers. Within 20 years, it is anticipated that the number of vehicles will grow from 13 to 18. An anti-idling policy will be in place for vehicles operating at the facility, and the facility is not expected to cause a decrease in the level of service of the nearest signalized intersection. As such, an increase in mobile source emissions is not anticipated as a result of this project.

a. Metropolitan Planning and Air Quality Conformity

Duplin County is not in a US Environmental Protection Agency (USEPA)-designated non-attainment or maintenance area for National Ambient Air Quality Standards (NAAQS). The site will be used to house administration and operations functions for Duplin County Public Transportation, along with the storage of transit vehicles. There is no net vehicle increase because these vehicles are currently stored at an off-site facility within Duplin County. It is anticipated that the current 13 vehicles will increase to 18 vehicles within 20 years. Hence, the project may have a minimal impact on air quality for the region. On-site emissions associated with operation of the proposed facility would be minimized by implementing an anti-idling policy that would preclude transit operators from allowing vehicle engines to idle for extended periods. Due to the low number of vehicles, this facility is not expected to degrade the level of service at the nearest signalized intersection (Fairgrounds Drive/James Sprunt Drive and NC 11).

b. CO Hot Spots

The project is not located in a USEPA-designated non-attainment or maintenance area for CO; therefore, a hot spot analysis is not recommended.

c. PM2.5 and PM10 Hot Spots

The project is not located in a USEPA-designated non-attainment or maintenance area for PM; therefore, a hot spot analysis is not recommended.

D. ZONING

Duplin County has no zoning. The Town of Kenansville, where Site A is located, does have zoning. Figure 2 shows the Draft 2013 Proposed Zoning Map for the Town of Kenansville, the latest version available as of this report.

Figure 2. Town of Kenansville Draft Proposed Zoning Map



Site A is located on a parcel zoned O-1 (Office and Institutional). According to the Town of Kenansville Unified Development Ordinance (Adopted May 2009, Revised July 2013):

The Office and Institutional (O-1) District is intended to accommodate a wide range of professional, civic, educational, and governmental uses. Typically, this district will serve as a transitional district between higher intensity and lower intensity uses. Given Kenansville's role as the governmental, medical and educational center of the County, this district is also tailored to provide the maximum accommodation possible to the needs of those uses which form the foundation of Kenansville's prominent role in the region.

Since a Public Transportation Facility is not explicitly listed in the uses described in the UDO, similar listed uses were reviewed for allowance within the O-1 district. Nearly all Governmental, Educational, and Institutional uses are permitted by right on an O-1-zoned parcel. These uses include "Government Offices and Facilities", which would apply to the transit facility building itself. The other needs of the site, such as transit vehicle parking and a potential future fuel island may require approval subject to the determination of the Ordinance Administrator. The UDO lists "Ambulance/EMS Stations" as permitted by right for an O-1-zoned parcel, however "Gasoline Sales" and "Truck and Freight Terminals" are both unpermitted on O-1-zoned parcels. Across NC 11 and slightly north from Site A, a county-owned parcel serves as a maintenance yard and bus parking area for the Duplin County School District and is also located within the O-1 district.

A Conceptual Layout for Site A is presented in Figure 3. The proposed site design would be consistent with the dimensional standards for the O-I district as set forth in the UDO, presented in Table 1.

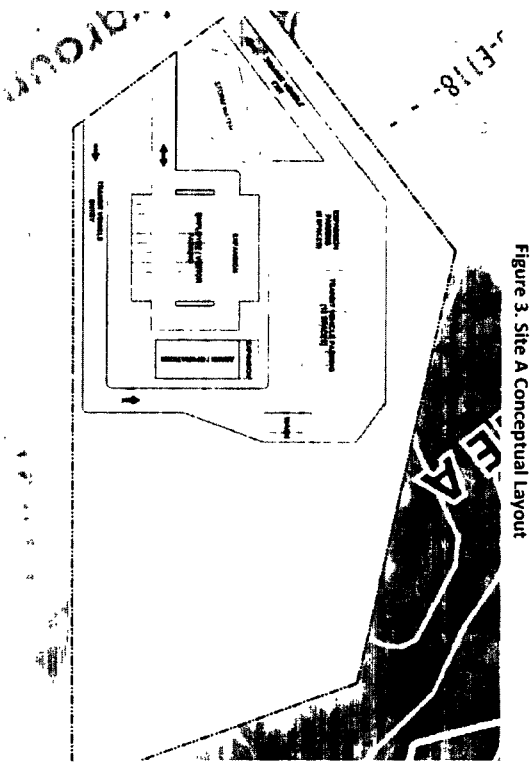
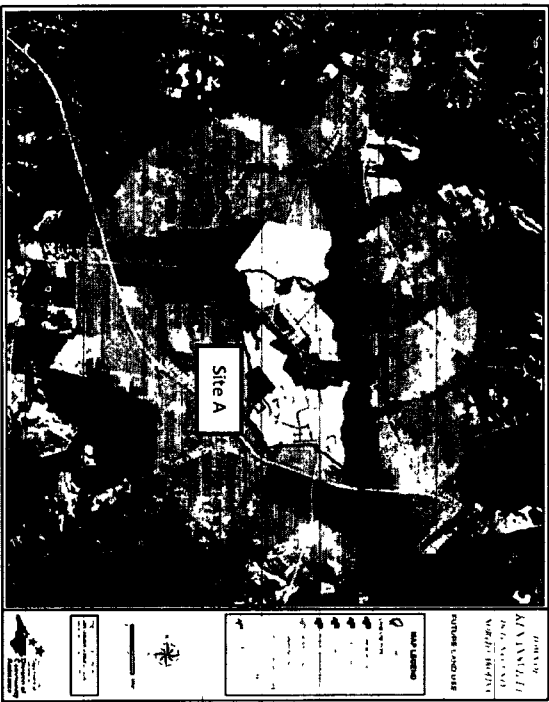


Table 1. Dimensional Standards for Office and Industrial Zoning District

Dimension	Standard in Feet
Minimum Front Setback (ft.)	5,000
Minimum Lot Width (ft.)	
Interior Lot	60
Corner Lot	65
Minimum Front Setback (ft.)	20
Minimum Rear Setback (ft.)	20
Minimum Side Setback (ft.)	
Interior Side	5
Corner Side	10
Maximum Height (ft)	30

The Town of Kenansville Land Use Plan- 2020 (2007) Future Land Use Map (Figure 4) indicates the Town's intention for the parcel on which the proposed Site A lies to remain "Public/Institutional "



E. TRAFFIC IMPACTS

Access to the site will occur on Fairgrounds Drive, which aligns with a driveway to James Sprunt Community College at a signalized intersection with NC 11. From a traffic perspective, this site functions as an outparcel within a larger development

NC 11 is a two-lane thoroughfare with a two-way left-turn lane in the vicinity of Fairgrounds Drive. The posted speed limit is 45 miles per hour. NC 11 has an estimated 2013 ADT of 7,000 vehicles per day based on North Carolina Department of Transportation (NCDOT) Traffic Survey Maps. This is substantially less than the roadway's capacity.

Fairgrounds Drive is a County-owned, two-lane roadway with no posted speed limit.

At the NC 11/Fairgrounds Drive signalized intersection, the northbound and southbound left-turn lanes on NC 11 have protected-permitted phasing. The westbound left-turn lane on Fairgrounds Drive has permitted phasing. The southbound right-turn lane from NC 11 onto Fairgrounds Drive has permitted phasing.

The transit facility is expected to support 29 staff members in future conditions, comprised of 7 office staff members and 22 drivers (part-time and full time). In future conditions, 18 vehicles are anticipated to be parked overnight and dispatched from the facility. Table 2 shows the most conservative estimate of generated trips for the site during the AM and PM peak hour.

Trip Generators	AM Peak Hour			PM Peak Hour		
	In	Out	Total	In	Out	Total
	7	0	7	0	7	7
Office Staff						
Drivers <i>(based on number of available vehicles)</i>	18	18	36	18	18	36
Total	25	18	43	18	25	43

At most, the site is anticipated to generate 43 trips in both the AM and PM peak hour; however, due to the nature of the facility, the trips will likely be distributed over a broader timeframe. Transit service is anticipated to continue to be available Monday through Friday from 5:00AM to 5:00PM. To provide this transit service, the first driver starts their shift at 3:45AM and the last driver finishes their shift at 6:30PM. Vehicles are dispatched at various times throughout the day to meet the requests from their demand response and subscription passengers. Administrative staff is anticipated to work standard hours (weekdays 8:00AM to 5:00PM).

Environmental documentation was completed in 2003 for the 126-acre tract of land. The Class II Environmental Assessment County of Duplin Agri-Business Complex states that there are no significant impacts to traffic based on the following:

- 1 Most of the traffic generated by the Agri-Business Complex will only result in a shift of that traffic about 3/4 of a mile south on Highway 11. This traffic will actually move from the most congested area of Kenansville to a less congested area.
- 2 The multi-purpose area will generate large numbers of vehicles when various events occur. However, the vast majority of such events will happen on weekends or at night. These times are opposite the high transportation volume created by James Sprunt Community College. Additionally, the new four lane Highway 24 has influenced traffic flow tremendously. It is located 1 1/2 mile south of the project site. Highway 24 has direct access to I-40 located approximately five miles to the west.

This site functions as an outparcel within a larger development, and will have driveway access to a County-owned roadway. Preliminary analysis shows that the proposed site is expected to generate less than 50 trips in both the AM and PM peak hour. There are existing left- and right-turn lanes into and out of Fairgrounds Drive at the signalized intersection with NC 11. Therefore, no roadway improvements are recommended as part of the proposed project.

a. Parking Impacts

To accommodate parking demands, the site should include 5 visitor parking spaces, 29 employee parking spaces, and 18 bus parking spaces (with space in the future for an additional 8 bus parking spaces). No on-street parking would be needed, so no parking impacts are expected.

b. Connectivity to Other Transportation Facilities/Modes

A sidewalk (paved loop / walking path) exists around a portion of the County-owned property. This sidewalk traverses the north and south portion of the 4.5-acre site under consideration. The transit facility building and parking area can be oriented on the site in such a way to maintain the current sidewalk. No bicycle facilities or trails exist in the vicinity of the project.

F. CULTURAL RESOURCES

No sites listed on the National Register of Historic Places (NRHP) are located in the immediate vicinity of Site A. The nearest NRHP listed property, the Needham Whitfield Herring House (also called the Murray House) is located approximately 0.5 mile north of Site A, at 188 Mallard Street. This 1853 Greek revival plantation house was listed in 1994. Because of its distance from Site A, no adverse impact is expected to affect this historic property.

Approximately 0.7 mile south of Site A, a former garage (Jones Garage) is found at the junction of NC 11 and SR 1959. This building was surveyed for historic status in 1992-1993, but currently has no NRHP status.

The downtown Kenansville Historic District is listed on the NRHP as a mid-19th century residential and commercial district, and contains several individual listings as well. The historic district runs primarily along Main Street/NC 11, approximately one mile northeast of Site A. Because of its distance from Site A, no adverse impact is expected to affect this historic district.

There are no other known historic, archaeological, or cultural resources in the project area.

G. NOISE AND VIBRATION

Methodology

The basic goals of noise and vibration criteria, as they apply to transit projects, are to minimize the adverse noise and vibration impacts on the community and to provide feasible and reasonable noise and vibration control where necessary and appropriate.

Several types of criteria are used to assess the impacts of noise and vibration from transportation projects. These include FHWA highway traffic noise abatement criteria and FTA transit noise guidelines. Both the FHWA and FTA criteria are based on land use. For this study, the proposed transit improvements do not include any modification or expansions to existing roadways and therefore noise assessment can be evaluated based solely on FTA transit guidelines.

FTA has established a screening procedure to determine when a detailed noise analysis is needed. This screening evaluates noise source, project type, and land uses. The screening distance for noise from the center of the proposed transit improvements (FTA project type is a bus storage facility) is 350 feet. The screening distance for vibration from the center of the proposed transit improvement is 100 feet. Noise sensitive sites are defined as:

- Land Use Category 1 - Tracts of land where quiet is an essential element in their intended purpose. This category includes lands set aside for serenity and quiet, and such land used as outdoor amphitheaters and concert pavilions, as well as National Historic Landmarks with significant outdoor use.
- Land Use Category 2 – Residences and buildings where people normally sleep. This category includes homes, hospitals and hotels where a nighttime sensitivity to noise is assumed to be of utmost importance.

Categorical Exclusion

- Land Use Category 4 - Institutional land uses with primary daytime and evening use. This category includes schools, libraries, and churches where it is important to avoid interference with such activities as speech, meditation, and concentration on reading material

Analysis

Noise may be generated at the proposed improvement from engine start and back-up alarms on transit vehicles being moved from a parked state.

The nearest noise and sensitive receptors to the proposed improvements include:

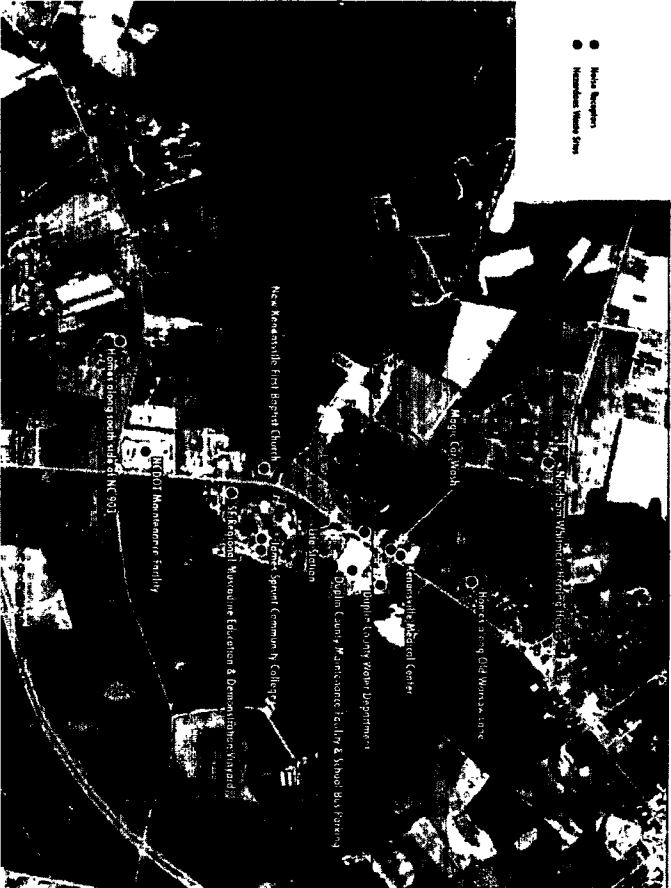
- James Sprunt Community College
- New Kenansville First Baptist Church
- Southeast Regional Muscadine Education & Demonstration Vineyard (Associated with James Sprunt Community College and the NC Cooperative Extension)
- Kenansville Medical Center
- Residences at Haliee Family Lane
- Residences along Old Warsaw Road
- Residences along the south side of Mallard Road (NC 50)
- Residences along the south side of NC 903

The locations of the nearest noise sensitive receptors are shown in Figure 5

Noise sensitive receptors are not within 350 feet of the proposed improvements. Noise sensitive receptors may also represent vibration sensitive sites. These sites are not within 100 feet of the proposed improvements. Ground-vibration was ruled out as a potential vibration source propagation, since off-site maintenance on transit vehicles is routinely conducted to keep the suspension, wheels, and tires in good condition for safety reasons. Additionally, the roadway pavement on NC 11 is in good condition, so it is unlikely that tire-to-pavement interaction would result in significant ground-vibration. Therefore, detailed and further noise and vibration analysis is not required

Categorical Exclusion

Figure 5. Noise Sensitive Receptors and Potential Hazardous Materials Sites



H. ACQUISITIONS AND RELOCATIONS REQUIRED

No acquisitions or relocations would be required for the development of a transit facility on Site A. The site is already owned by Duplin County and is currently undeveloped

I. HAZARDOUS MATERIALS

A limited environmental screening was completed to identify and document potential hazardous materials and/or petroleum contamination sites. This screening included a review of available regulatory records, GIS search, and field verification of potential contamination sites on the property and adjacent properties in March 2015

A search of available regulatory records was conducted by Environmental Data Resources, Inc (EDR) in March 2015. The following records were reviewed

- EDR Radius Map Report,
- EDR City Directory Image Report,
- EDR Certified Sanborn Map Report,
- EDR Aerial Photo Decade Package (1958 to 2012 – obtained from the USDA), and
- EDR Historic Topographic Map Report (obtained from the USGS)

Categorical Exclusion

Analysis

The following properties, adjacent to Site A, were considered to have no potential for contamination:

- Duplin County Agricultural Extension
- Duplin County Events Center
- Agricultural properties to the north, west, and south of Site A
- Storage Facility on NC 11
- Kenansville Medical Center on NC 11
- Southern Belle Restaurant on NC 11
- New Kenansville First Baptist Church

The following sites were considered to have a potential for contamination (see Figure 5)

- Lift Station on NC 11 – This site is on the west side of NC 11, and adjacent to Site A. Regulatory records were not found for this site. The site appears to be a municipal wastewater lift station equipped with a pump and generator. There appears to be a contained aboveground storage tank (AST) incorporated in the generator unit. The capacity of the AST and type of fuel is unknown. Groundwater monitoring wells, which may indicate possible fuel release to the environment, were not observed from the aerial photo review
- James Sprunt Community College (Regulatory records found and identified as EDR Site No 2) – This facility is located at 133 James Sprunt Drive. It is 0.20 mile from Site A. One incident of petroleum leak was found in the Leaking Underground Storage Tanks (LUST) report for June 1992, an unknown amount of diesel fuel leaked onto the soil from a UST (unknown size). Cleanup activity involved soil; no groundwater contamination detected. Approximately 64 tons of soil was removed. The cleanup activity was closed August 1998. The location of soil excavation could not be identified in the historic aerial photo review
- Magic Wash – This facility is on the west side of NC 11, and 0.20 mile from Site A. Regulatory records were not found for this facility. There were four car wash bays observed. It is unknown if wastewater is recycled or passes through an oil-water separator. Wastewater appears to be disposed through the municipal sewer system. ASTs or underground storage tanks (USTs) were not observed at the site or from the historic aerial photo review.

- Duplin County Schools Bus Parking and Maintenance – This facility is on the east side of NC 11, and 0.22 miles from Site A. Regulatory records were not found for this facility. The southern half of the property, which appeared to be unpaved or exhibited deteriorating pavement, was used for school bus parking. The northern half of the property is used for maintenance and offices. Based on a review of historic and recent aerial photos, the rear of the property is used for parking, equipment storage, and materials storage. Six maintenance bays were observed, with minimal pavement staining in front of the garage doors. An island and one fuel pump are located in the middle of the property; the location of the UST(s) or AST(s) could not be determined from an obstructed view and observation outside of the fenced and gated property. The historic aerial photo review identified what appears to be another fuel island just south of the visible fuel island/pump and behind parked school buses. The aerial review also identified what appear to be two ASTs inside a secondary containment, unknown sizes and content, adjacent to the fuel island. Groundwater monitoring wells, which may indicate possible fuel release to the environment, were not observed from the aerial photo review. Based on location, EDR mapping, and historic aerial photo review, it is assumed that regulatory records found for "DOT Kenansville" and identified as EDR Site No. 3 are associated with this facility. Site No. 3 has

one record of fuel leak, which occurred on October 1989 according to the LUST report. However, this could not be confirmed through the city directory search or other available records.

- Duplin County Water Department – This facility is located at 119 Middleton Cemetery Lane, and 0.30 miles from Site A. There were no regulatory records found for this facility. Historic and recent aerial photo review identified what appears to be one fuel island next to one AST (unknown size and content) located on the west side of the property. Groundwater monitoring wells, which may indicate possible fuel release to the environment, were not observed from the aerial photo review
- DOT Kenansville (Regulatory records found and identified as EDR Site No. 1) – This facility is located at 404 NC 11. It is 0.50 miles from the proposed improvement on Site A. Incidents of petroleum leaks were found in the LUST report for February and March 2003. An unknown amount of petroleum leaked onto the soil from a 500-gallon non-regulated storage tank in February 2003. The type of storage tank was not reported. Cleanup activity involved soil and groundwater. The petroleum cleanup completion date was not reported. The cleanup activity was closed May 2003. In March 2003, an unknown amount of petroleum leaked into the soil. The size and type of storage tank, cleanup activity involved, and cleanup closure date were not indicated in regulatory records. Groundwater monitoring wells, which may indicate possible fuel release to the environment, were not observed from the aerial photo review

The Lift Station at NC 11, based on observation and review, does not pose an environmental risk to Site A. With the exception of the Lift Station at NC 11, all other potential contamination sites (including sites with recognized environmental conditions) are at least 0.2 mile from the proposed improvements at Site A and do not pose an environmental risk the site. Based on observation and review, Site A is not considered a potential contamination site, and there were no recognized environmental conditions at this site.

J. COMMUNITY DISRUPTION AND ENVIRONMENTAL JUSTICE ANALYSIS

Community Features

Figure 6 illustrates the community features near Site A. The area surrounding site A is generally rural, with government and institutional uses along NC 11 interspersed with sparse commercial and residential uses. Community features of note in the area include:

- James Sprunt Community College
- Duplin County Events Center
- Duplin County School Maintenance Yard
- Department of Corrections
- Middleton Cemetery

Demographic Data
Table 3 through Table 8 present demographic data for the population that lives in the vicinity of Site A. The Demographic Study Area (DSA) is comprised of the two Census Block Groups in the immediate vicinity of Site A: Census Tract (CT) 9904, Block Groups (BG) 3 and 4.

Geography 2000	Geography 2010	2000	2010	Difference	Percent Change	Annualized Growth Rate
CT 9004, BG 3	CT 9004, BG 2	877	849	.28	-3.2%	0.3%
CT 9004, BG 4	CT 9004, BG 3	1,370	1,811	441	32.2%	2.8%
DSA Aggregate		2,247	2,660	413	18.4%	1.7%
Duplin County		45,063	58,505	9,442	19.2%	1.8%
North Carolina		8,049,313	9,535,483	1,486,170	18.5%	1.7%

Table 3 shows the changes in population in the Demographic Study Area between the 2000 and 2010 Decennial Census. Between 1990 and 2000, the DSA experienced an annualized growth rate (1.7 percent) nearly identical to Duplin County and the state as a whole.

Geography	Total Population		White		Black or African American		American Indian and Alaska Native Alone		Asian		Native Hawaiian/Pacific Islander		Some Other Race		Two or More Races		Total Non-White		
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	
CT 904, B6.2	1,070	608	56.8	45.9	42.9	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	3	0.3	462	43.2
CT 904, B6.3	2,230	958	43.0	78.2	35.1	21	0.9	0	0.0	0	0.0	0	0.0	450	20.2	19	0.9	1,272	57.0
DSA	3,300	1,566	47.5	1,241	37.6	21	0.6	0	0.0	0	0.0	0	0.0	450	13.6	22	0.7	1,734	52.5
DuPont County	58,505	33,449	57.2	14,773	25.3	267	0.5	155	0.3	65	0.1	8,856	15.1	940	1.6	25,056	42.8		

Table 4 shows the race of the population the lives within the DSA. The DSA has a non-white percentage that is approximately ten percent higher than Duplin County, which indicates a higher concentration of minorities living near Site A than in the rest of the County. The population of African-American/Black residents in the DSA is 12.3 percent higher than the Duplin County African-American/Black population. This meets the threshold for an Environmental Justice population located within the DSA.

Categorical Exclusion

Table 5. Hispanic or Latino Population

Geography	Total Population	Hispanic		Not Hispanic	
		#	%	#	%
CT 904, BG 2	849	35	4.1%	814	95.9%
CT 904, BG 3	1,811	455	25.1%	1,356	74.9%
DSA	2,660	490	18.4%	2,170	81.6%
Duplin County	58,505	12,059	20.6%	46,446	79.4%

Source: US Census Bureau, American Community Survey 5-year Estimates (2008-2012), Table B03002, "Hispanic or Latino Origin by Race "

Table 5 shows the number and percentage of people living in the Demographic Study Area that identify as Hispanic or Latino. The population of people who identify as Hispanic or Latino in the DSA is slightly lower than that in Duplin County as a whole.

Table 6. Minority Population

Geography	Total Population	White, Non-Hispanic		Minority Population*	
		#	%	#	%
CT 904, BG 2	849	493	58.1%	356	41.9%
CT 904, BG 3	1,811	571	31.5%	1,240	68.5%
DSA	2,660	1,064	40.0%	1,596	60.0%
Duplin County	58,505	30,959	52.9%	27,546	47.1%

* Minority population includes all races that are non-white and Hispanic populations that are also White
Source: US Census Bureau, American Community Survey 5-year Estimates (2008-2012), Table B03002, "Hispanic or Latino Origin by Race "

Table 6 presents the number and percentage of minority (not-white and/or Hispanic) persons in the area. The data show that the DSA has a minority population 12.9 percent higher than that of Duplin County. Specifically, the higher minority population is found within Census Tract 9804, Block Group 3, which has a minority population 21.4 percent greater than Duplin County as a whole. This population further confirms that there is a minority community that qualifies for Environmental Justice within the Demographic Study Area.

Categorical Exclusion

Table 7. Poverty

Geography	Total Population for Whom Poverty Status is Determined	Below Poverty Level		Very Poor: Under 50% of Poverty Level		Near Poor: Between 100% and 149% of Poverty Level	
		#	%	#	%	#	%
CT 904, BG 2	942	309	32.8%	51	5.4%	100	10.6%
CT 904, BG 3	1,891	262	13.9%	45	2.4%	227	12.0%
DSA	2,833	571	20.2%	96	3.4%	327	11.5%
Duplin County	57,783	14,085	24.4%	5,588	9.7%	9,684	16.8%

Source: US Census Bureau, American Community Survey 5-year Estimates (2008-2012), Table C17002, "Ratio of Income to Poverty Level in the Past 12 Months "

Table 7 shows the number and percent of people within the DSA that had household incomes below the poverty level, along with number and percentage of the population who are considered "Very Poor" (under 50 percent of the poverty level) and those who fall into the "Near Poor" category (between 100 percent and 149 percent of the poverty level). The data show that the population living in the DSA below the poverty level is 4.2 percent lower than that of the County as a whole.

Table 8. Limited English Proficiency

Geography	Total Adult Population, 18 years and older	Primary Language Group of Persons Who Speak English Less than Very Well							
		Spanish		Other Ind.-Euro		Asian/Pacific		Other	
		#	%	#	%	#	%	#	%
CT 904, BG 2	826	0	0.0%	0	0.0%	0	0.0%	0	0.0%
CT 904, BG 3	1,814	370	20.4%	0	0.0%	0	0.0%	0	0.0%
DSA Aggregate	2,640	370	14.0%	0	0.0%	0	0.0%	0	0.0%

Source: US Census Bureau, American Community Survey 5-year Estimates (2008-2012), Table B16004, "Age by Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over "

Table 8 shows the numbers and percent of the people living in the Demographic Study Area that report speaking English "less than very well" by language groups. The percentage of the DSA population that is Spanish-speaking and reports speaking English "less than very well" is 14.0 percent. Because this is greater than 5 percent of the total population of the census geography, it meets the US Department of Justice Limited English Proficiency (LEP) Safe Harbor threshold within the demographic study area and also therefore may require language assistance by exceeding 50 Spanish-speaking persons within the demographic study area.

Environmental Justice Conclusions and Recommendations

- While minority communities are present in the DSA, no notably adverse community impacts are anticipated with this project; thus, there will be no disproportionately high and adverse impacts to minority populations. Benefits and burdens resulting from the project will be equitably distributed throughout the community.
- Public involvement and outreach activities must ensure full and fair participation of all potentially affected communities in the transportation decision-making process.

Categorical Exclusion

Limited English Proficiency Conclusions and Recommendations

- Census data indicates the presence of a Spanish-speaking population that meets the US Department of Justice LEP Safe Harbor threshold within the demographic study area and that also may therefore require language assistance by exceeding 50 Spanish-speaking persons within the demographic study area.
- Because LEP populations within the demographic study area exceed the US Department of Justice LEP Safe Harbor threshold, written translations of vital documents should be provided for Spanish-speaking populations, in addition to other measures assuring meaningful language access, as determined by NCDOT Public Involvement to satisfy the requirements of Executive Order 13166. As these LEP populations also meet NCDOT requirements for language assistance, the Project Planning Engineer should consult with NCDOT Public Involvement to determine appropriate measures assuring meaningful public involvement to satisfy the requirements of Executive Order 12898.

Public Involvement

The preliminary findings of the Feasibility Study were brought before the Duplin County Commissioners on Tuesday, March 16, 2015. The Commission meeting was open to the public, and the topic of the Feasibility Study was included on the meeting agenda, which is made public prior to each Commission meeting. No public comments were made or received regarding this project. At the meeting, the Duplin County Commissioners recommended Site A as the Preferred Alternative.

On Tuesday, December 1, 2015, a public meeting was held at Duplin Commons, which is located in the vicinity of the potential facility sites. Post cards were mailed to all citizens and business owners who lived within 0.5 mile buffer of the two potential sites. In addition, a press release was sent to the local paper and flyers printed in English and Spanish were posted in the transit vehicles and around Kenansville, NC. The project team was available at the public meeting to answer questions and receive feedback from the public. At the meeting, handouts summarizing the study were available in English and Spanish. Comment forms were also available. These could be completed at the meeting or mailed to the project team after the meeting. No comments were received.

K. USE OF SECTION 4(f) RESOURCES

Section 4(f) of the Department of Transportation Act of 1966, as amended (49 USC 303), states that the US Department of Transportation (USDOT) may not approve the use of land from a significant publicly owned park, recreation area, wildlife and waterfowl refuge, or any significant historic site, unless a determination is made that the project will have a *de minimis* impact or unless a determination is made that:

- There is no feasible and prudent avoidance alternative, as defined in 23 CFR 774.17, to the use of land from the property, and
- The action includes all possible planning, as defined in 23 CFR 774.17, to minimize harm to the property resulting from such use.

The preferred site is within a 126-acre County-owned parcel that serves multiple uses. No portion of the site includes resources listed on or eligible for inclusion in the National Register of Historic Places or serve as a wildlife and waterfowl refuge. The site does include a fairground, an event center, and a paved

Categorical Exclusion

walking path. For publicly-owned sites with multiple uses, including a park and recreation use, Section 4(f) only applies to the portions that are designated by statute or identified in an official management plan of the administering agency as being primarily for public park or recreation and are determined to be significant for such purposes. Section 4(f) is not applicable to publicly owned fairgrounds that function primarily for commercial purposes (e.g. stock car races, horse racing, county or state fairs), rather than as park or recreation areas. When fairgrounds are open to the public and function primarily for public recreation other than an annual fair, Section 4(f) applies only to those portions of land determined significant for park or recreational purposes. The 4.5-acre site that is proposed for the transit facility is not used for recreational purposes. This portion of the 126-acre parcel is used for county administrative functions, including the Duplin County Cooperative Extension building. The paved walking trail and covered exercise facility, however, are used for recreational purposes and were therefore determined to be Section 4(f) resources.

The paved walking path borders a portion of the parcel on the north side of Fairgrounds Drive that contains Site A and the Duplin County Cooperative Extension building (Figure 6). A Duplin County Community Health Assessment published by the Duplin County Health Department and Vidant Duplin Hospital in 2012 describes the walking trail as follows:

Located by the Cooperative Extension office building in Kenansville a .69 mile circular paved walking trail was built with funding obtained through Duplin Partners for Health. This area provides a safe, lighted walking trail near the Duplin Events Center and James Sprunt Community College. A covered outdoor exercise area has fitness equipment stations for use by the public.

There would be no impacts to the covered exercise area. Three driveway crossings of the walking path are necessary to provide access points along the frontage on Fairgrounds Drive (on the south side of Site A). These would include curb cuts and ADA approved ramps in order to not impede use of the walking trail. The frontage of the transit facility would run along the walking trail for approximately 350 feet, and the administrative building and parking for transit vehicles would be approximately 300 feet away from the trail itself (Figure 3). The viewshed for users of the walking trail would change in that part of the grass-covered field in the center of the trail would now contain the transit facility. As discussed in Section P, a fence around the transit facility will protect the trail users from straying into areas where transit vehicles might be traveling.

The driveway crossings of the walking trail constitute a use of this Section 4(f) resource. Because the walking path fully encircles the site, the driveways must cross the path to provide the paratransit vehicles access to Fairgrounds Drive. The designed orientation allows for separate entrance and exit drives for the paratransit vehicles to allow all vehicle circulation on site to be counterclockwise. This pattern allows for increased safety for vehicles and pedestrians as visibility on the driver side of the vehicle is far superior to alternative patterns. Separate entrance and exit lanes also allow vehicle circulation to avoid any crossing paths which reduces the occurrence of accidents on site. Therefore, there is no feasible alternative to crossing the walking trail.

Use of the walking trail in this case is considered minor. The crossings will not adversely affect the activities, features or attributes of the walking trail. A letter from the Duplin County Commissioners (see Appendix) indicates the County's support of Site A and confirms that there would be no adverse impacts to the current use of the facility. In addition, a public meeting was held on December 1, 2015. The public was given the opportunity to review Site A and Site K and their associated impacts. No opposition was

expressed toward the recommended option at the meeting or during the subsequent public comment period. As such, FTA has determined that use of the trail is a *de minimis* impact

L. IMPACTS ON WETLANDS

Based on review of the NWI mapping, USGS topographic mapping, and aerial photography, no obvious wetland areas or other waters of the U.S. exist on Site A. Although hydric Rains soils are mapped in western-most and northern-most portions of the site, these areas appear to consist of maintained/mowed grass cover. Therefore, jurisdictional wetlands do not appear to be located on the site. Jurisdictional wetlands may be present north of Site A in the forested area adjacent to Mill Branch.

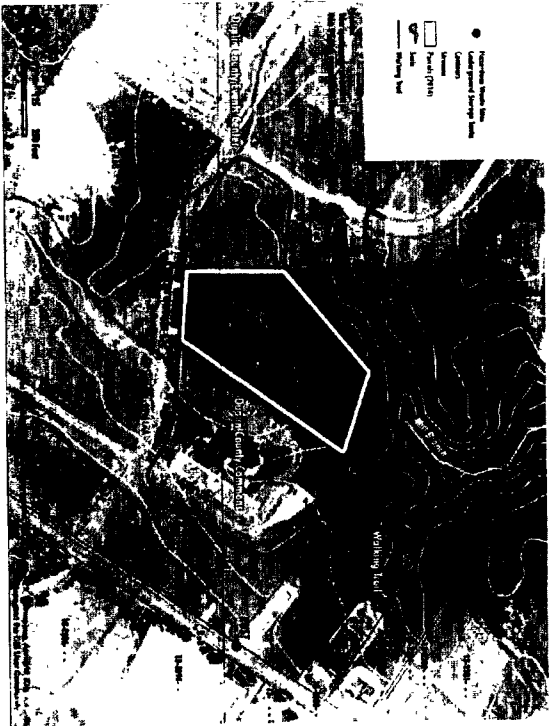
M. FLOODPLAIN IMPACTS

Site A contains no FEMA-regulated floodplains, therefore, no floodplain impacts are anticipated.

N. IMPACTS ON LOCAL WATER QUALITY, WILD AND SCENIC RIVERS, NAVIGABLE WATERWAYS, AND COASTAL ZONES

Based on review of the NWI mapping, USGS topographic mapping, and aerial photography, no obvious waters of the U.S. exist on Site A.

O. IMPACTS ON ECOLOGICALLY SENSITIVE AREAS AND ENDANGERED SPECIES



a. Prime and Unique Farmlands

According to the U.S. Department of Agriculture (USDA) Web Soil Survey (reviewed at <http://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>), soils mapped on Site A include:

- Autryville loamy fine sand, 0 to 6 percent slopes (Aub), comprising approximately 85% of Site A
- Rains fine sandy loam, 0 to 1 percent slopes (RaA), comprising approximately 15% of the site

Autryville loamy fine sand is classified as a Farmland of statewide importance and Rains fine sandy loam is classified as Prime farmland if drained. However, the location of these soils in an area already committed to urban development and zoned O-1 by Kenansville means that the provisions of the Farmland Protection Policy Act of 1984 (FPPA) do not apply.

b. Natural

Site A is characterized by undeveloped, cleared, maintained grass cover. There are no trees on the site.

c. Biological

Only one federally protected species occurs in Duplin County: the red-cockaded woodpecker (RCW) Red-Cockaded Woodpecker.

The red-cockaded woodpecker (RCW) is listed as endangered. The RCW typically occupies open, mature stands of southern pines, particularly longleaf pine (*Pinus palustris*), for foraging and nesting/roosting habitat. The RCW excavates cavities for nesting and roosting in living pine trees, aged 60 years or older, which are contiguous with pine stands at least 30 years of age to provide foraging habitat. The foraging range of the RCW is normally no more than 0.5 miles

Habitat on Site A is comprised of maintained grass cover. Site A contains no trees; therefore, no suitable habitat is present for RCW nesting, roosting, or foraging. Further, no occurrences of the RCW are known to exist on site or within 0.50 miles. Therefore, the project would have no effect on RCW.

P. IMPACTS ON SAFETY AND SECURITY

Safety and security measures typical of an administrative and operations facility for a small transit system would be incorporated into the site design. These measures will include a security fence enclosing the fleet storage, separation of employee/visitor parking from fleet vehicles, and a gated entrance/exit for fleet vehicles. These standard measures should be sufficient to ensure the safe and secure operation of the proposed facility following construction.

Q. IMPACTS CAUSED BY CONSTRUCTION

Construction of the proposed transit facility would occur in an area zoned for Office and Institutional uses. No disturbances to neighborhood communities would occur and traffic impacts at nearby intersections would be minimal. Construction best management practices would minimize impacts to air and water quality. This would include the development and implementation of dust control as well as spill prevention, containment, and collection plans.

Duplin County Public Transportation
Facility Feasibility Study

No long-term odors would be generated by the proposed facility. Odors may be generated by exhaust from engines engaged in construction activities. All such machinery will be properly equipped to control odor emissions.

Fugitive dust would be generated during grading and construction. Depending upon wind and construction conditions, some nearby properties may be affected temporarily. Temporary construction emissions could result from earthwork (e.g., fugitive dust) and construction equipment exhaust. Emissions would be minimized by pre-wetting cuts and fills when necessary and proper maintenance of construction equipment. Other dust control measures may be used as necessary. These could include minimizing the period and extent of an area being exposed at any one time, minimizing the use of vehicles on unpaved surfaces, covering or spraying materials and truckloads, and other best management practices.

Contractors would be responsible for implementing health and safety plans for their employees. All equipment and material would be safely secured and emergency access to the site would be maintained at all times. Disruptions to traffic are not anticipated during construction. Contractors would implement traffic control measures and access to properties in vicinity of the project site would be maintained.

R. PERMITS/VARIANCES/COMMITMENTS REQUIRED

Because no jurisdictional wetlands are present on Site A (Section I), no permits will be required under Section 404.

Based on the decision of the Keansville Ordinance Administrator (Section D), a zoning variance may be required if the proposed transit facility is not considered a permitted use in the Office and Institutional zoning district.

Duplin County Public Transportation
Facility Feasibility Study

The action described above meets the criteria for a NEPA categorical exclusion (CD) in accordance with 23 CFR Part 771.118(d)(5).

Primary Applicant's Environmental Reviewer Mary Miller

Date 3/1/16

Agency MedDOT / PTD

Signature D. J. Oakes
Secondary Applicant's Environmental Reviewer
Agency Duplin County Transit Dept.
Date 2/29/16

Federal Transit Administration	Date
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CATEGORICAL EXCLUSION
APPENDIX 1: LETTER FROM DUPLIN COUNTY COMMISSIONERS

December 21, 2015

NC Dept. of Transportation
Public Transportation Division
Attn: Nancy Painter
1550 Mail Service Center
Raleigh, NC 27699

Re: Transit Facility Recommended Site

Dear Ms. Painter:

On behalf of the Duplin County Board of Commissioners please accept this letter as further commitment that Site A (Duplin Commons location) is the site that was endorsed by the Board on March 16, 2015. Site A is on county-owned property and we believe the best site for the above referenced facility. Numerous sites were evaluated as part of a feasibility study and Site A was determined to be the preferred site. A public meeting was held and no opposition was expressed over the recommended site. Construction of Site A includes a driveway that would cross a walking trail that has been determined to be a Section 4(f) resource, as defined by DOT Act of 1966 as set forth in Title 49 of United States Code (49 U.S.C. 303). Based on our review of the feasibility study, presentations made by the consultant team, and lack of public opposition, we are satisfied that the proposed facility will not adversely affect the walking trail. Citizens will continue to be able to use it and the covered exercise area as they do currently. There will be no impacts to the exercise area.

Thank you for your attention to this matter. With kind regards, I remain

Very truly yours,

A handwritten signature in dark ink, appearing to read "Anita Powers".

Anita Powers, Chairman

Duplin County Board of Commissioners

Cc: Rosemarie Oates, Duplin Transportation Director

CATEGORICAL EXCLUSION
APPENDIX 2: ARCHAEOLOGICAL RESOURCES

From: DCR - Environmental Review [mailto:Environmental.Review@ncdcr.gov]
Sent: Thursday, October 22, 2015 3:44 PM
To: Bielen, Elise F.
Subject: RE: ER 15-0774 Request for input on archaeological resources

Good afternoon,

No archaeological survey was requested for this project. Thank you. Renee

Renee Shearin
Environmental Review Technician, State Historic Preservation Office
North Carolina Department of Natural and Cultural Resources

(919) 807-6584 Office
reneeshearin@ncdcr.gov

109 East Jones Street
4617 Mail Service Center
Raleigh NC 27699-4617



Opinions expressed in the message may not represent the policy of this agency. E-mail to and from me, in connection with the transaction of public business, is subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

Please see http://www.hpo.ncdcr.gov/er_email_submission.html for guidelines on submitting projects for environmental review.

Environmental Review projects may be submitted to environmental_review@ncdcr.gov.

Please do not send .zip, .tif files, downloads, or links to websites as we are not able to process these types of items. The message size, including all attachments, should be NO larger than 10 megabytes.

Please allow at least 30 days for our review. We try hard to complete the reviews in fewer days, but under state and federal regulations we have a mandatory 30 days.

From: Bielen, Elise F. [mailto:bielenf@pbworld.com]
Sent: Wednesday, October 21, 2015 3:07 PM
To: DCR - Environmental Review <Environmental.Review@ncdcr.gov>
Subject: ER 15-0774 Request for input on archaeological resources

Ms. Giedhill-Earley,

You provided us with the attached letter back in April in reference to a potential site for a new transit facility in Duplin County. We have been asked to provide coordination on whether or not an

archaeological survey would be necessary for this site. Your input would be appreciated. If you need any additional information from me on the project, please let me know.

Best,
Elise Bielen

Elise Bielen, AICP
Environmental Planner



555 17th Street
Suite 500
Denver, CO 80202
Direct: 303 728 1903
bielenef@pbworld.com
www.wspgroup.com
www.pbworld.com

CATEGORICAL EXCLUSION
APPENDIX 3: SHPO LETTER



CATEGORICAL EXCLUSION
APPENDIX 4: PUBLIC MEETING PUBLICITY

North Carolina Department of Cultural Resources
State Historic Preservation Office

Ramona M. Banton, Administrator

Colonial Park
2000 North Street
Raleigh, NC 27601

Office of Archaeology and
Historic Preservation
2000 North Street
Raleigh, NC 27601

April 21, 2015

Elise Bielen
Parsons Brinckerhoff
434 Fayetteville Street, Suite 1500
Raleigh, NC 27601

Re: Construct Duplin County Transit and Operations and Storage Facility, Kernansville, Duplin County,
FIR 15-0774

Dear Ms. Bielen

Thank you for your email of April 2, 2015, concerning the above project.

We have conducted a review of the project and are aware of no historic resources which would be affected by the project. Therefore, we have no comment on the project as proposed.

The above comments are made pursuant to Section 106 of the National Historic Preservation Act and the Advisory Council on Historic Preservation's Regulations for Compliance with Section 106 codified at 36 CFR Part 800.

Thank you for your cooperation and consideration. If you have questions concerning the above comment, contact Renee Glidhill-Parker, environmental review coordinator, at 919-807-6579 or rglidhill@ncdcr.gov. In all future communication concerning this project, please cite the above referenced tracking number.

Sincerely,

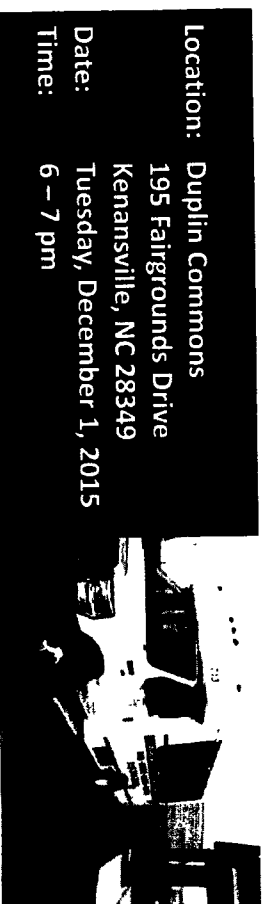
Ramona M. Banton
Ramon M. Banton
10/20/2015 1:17 PM

The N.C. Department of Transportation and Duplin County Public Transportation Department will hold a public meeting regarding the Duplin Transit Facility Feasibility Study, which proposes a new transit facility to house administration functions and store transit vehicles.

Location: Duplin Commons
195 Fairgrounds Drive
Kenansville, NC 28349

Date: Tuesday, December 1, 2015

Time: 6 – 7 pm



El Departamento de Transporte de Carolina del Norte y el Departamento de Transporte Público del Condado Duplin llevará a cabo una reunión pública en relación con el Fondo de viabilidad Duplin Tránsito de Estudio, que propone una nueva instalación de tránsito a los vehículos de administración. Venga y aprenda más acerca de la instalación propuesta y dar su opinión.

Aquellas personas que hablan español y no hablan inglés, o tienen limitaciones para leer, hablar o entender inglés, podrían recibir servicios de interpretación si los solicitan antes de la reunión llamando al 1-800-481-6494.

For additional information:
Claire Brinkley, Project Manager
(704) 972-5595 or brinkleyca@pbworld.com

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Duplin County Public Transportation

A public meeting will be held on Tuesday, December 1 from 6 – 7 pm at Duplin Commons, 195 Fairgrounds Drive, Kenansville. Come learn about the planning effort for a proposed transit facility and provide your input.

Event Details:

- Date: December 1, 2015
- Location: Duplin Commons, 195 Fairgrounds Drive, Kenansville
- Time: 6:00 PM - 7:00 PM

Duplin County Public Transportation event

Public meeting to discuss proposed new Transit Facility

Public Meeting

Thursday, December 3, 2015, 6:00 PM - 7:00 PM

* Interested

PEOPLE ALSO LIKE

Duplin County EMS

Like

Brunswick County Board of Commissioners

Like

See more Government Organizations in Kenansville, North Carolina

Duplin Transit Facility Feasibility Study

Notice of Public Meeting

You are invited to a public meeting on the Transit Facility Feasibility Study. The North Carolina Department of Transportation (NCDOT) has partnered with Duplin County Transportation Department for this study. The Duplin County Transportation Department is a transit transportation system with a fleet of 14 vehicles, which provides transportation services that allow citizens to meet their transportation needs. To continue to provide this valuable service to the community, a new transit facility is needed to house administration and operations functions.

The purpose of the meeting is to provide an opportunity for the public to provide comment on the site. Interested citizens can drop in at any time between 6:00 a.m. and 7:00 p.m. There will not be a formal presentation, but you are able to submit written comments and questions either at the meeting or by mail until December 31.

NCDOT will provide auxiliary aids and services under the Americans with Disabilities Act for disabled participants in this workshop. Anyone requiring special services should contact Anamika Laad at 919-734-6494 or alaad@ncdot.gov as early as possible so that arrangements can be made.

Persons who do not speak English, or have a limited ability to read, speak or understand English, may request an interpreter by calling 1-800-481-6494.

Aquellas personas que no hablan español, o no tienen habilidad para leer, hablar o entender servicios de interpretación si lo solicitan antes de la reunión llamando al 1-800-481-6494.

For a current listing of recent and upcoming public meetings held by NCDOT, visit: <http://www.ncdot.gov>

FOR ADDITIONAL INFORMATION CONTACT: Claire Brinkley
121 West Trade Street, Suite 1950, Charlotte, NC 28202 | (704) 972-5595 | brinkleyca@ncdot.gov

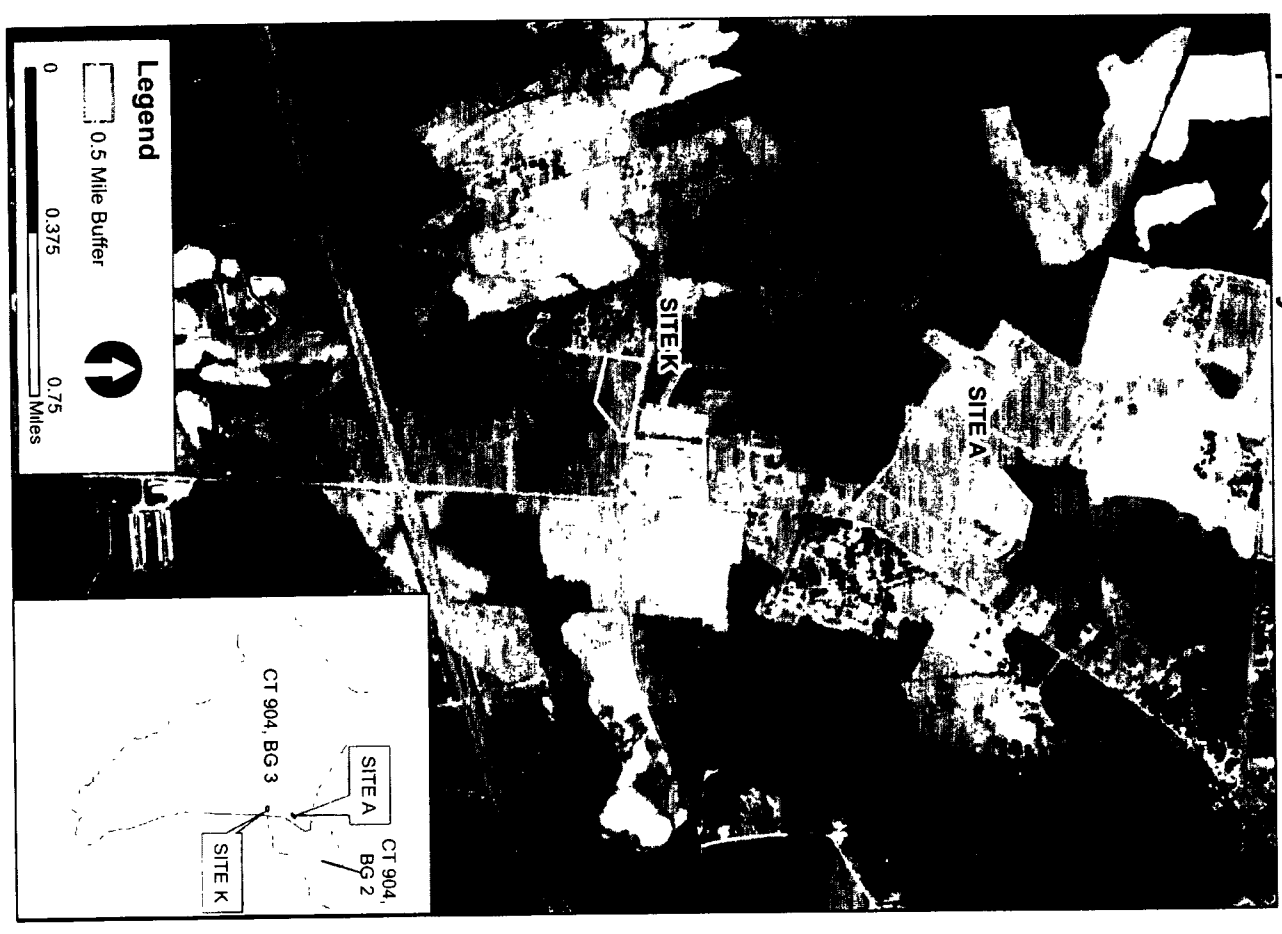
North Carolina Department of Transportation
c/o WSP | Parsons Brinckerhoff
Attn: Claire Brinkley
121 West Trade Street, Suite 1950
Charlotte, NC 28202

IMPORTANT INFORMATION,
PLEASE READ!

DRAFT

CATEGORICAL EXCLUSION
APPENDIX 5: PUBLIC MEETING MATERIALS

Duplin County Public Involvement Buffers



DUPLIN COUNTY TRANSIT FACILITY FEASIBILITY STUDY

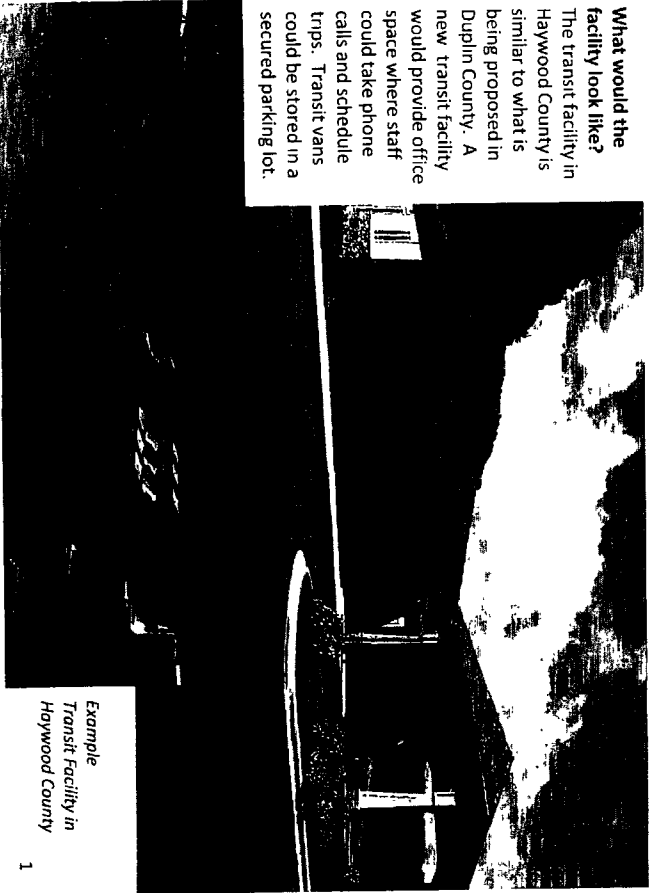


The North Carolina Department of Transportation (NCDOT) has partnered with Duplin County Public Transportation for this Facility Feasibility Study, which proposes a new transit facility to house administration functions and store transit vehicles. The purpose of this project is to improve the efficiency of a disjointed operation, address safety and security concerns, and create a space that has the ability to address future expansion.

A space plan was developed to determine that a minimum of 2.5 acres would be required for a transit facility. Twelve sites were identified and screened, and two emerged as the preferred candidate sites. Additional analysis was performed on the two sites, including an environmental evaluation and test fit of the conceptual site layouts.

Duplin County Public Transportation is a rural transit system that provides demand-response and subscription transit service to residents of Duplin County. Service is available Monday through Friday from 5:00AM to 5:00PM. To provide services, the first driver starts their shift at 3:45AM and the last driver is finished their shift at 6:30PM.

What would the facility look like?
The transit facility in Haywood County is similar to what is being proposed in Duplin County. A new transit facility would provide office space where staff could take phone calls and schedule trips. Transit vans could be stored in a secured parking lot.



Example Transit Facility in Haywood County

Two Sites Under Consideration

The first property is located in Kenansville, NC and is owned by Duplin County. Of the more than 126 acres available in the Duplin County Event Center complex, the site under consideration is the 4.5 acres directly behind Duplin Commons. The site has access to Fairgrounds Drive, which connects to US-11 at a signalized intersection. It is located within the town limits of Kenansville and zoned OI (Office and Institutional District) which is intended to accommodate professional, civic, educational, and governmental uses. The site is free of existing structures and appears to have access to utilities based on a field review.



- Pros: central location, no acquisition required, undeveloped lot, existing utilities, limited known environmental impacts, near the County's gasoline pump, signalized entrance to complex, suitable transfer point, expandable, located in a major service area
- Cons: James Sprunt Community College across US-11 (potential traffic and environmental concerns)

The second site is roughly 5.75 acres located in Kenansville, NC. The site is privately-owned by an individual and is currently not on the market. The site is located on Old NC 303 nearly 1,000 feet from US-11. The site is free of existing structures, but overhead electrical lines traverse the property



- Pros: undeveloped lot, utilities nearby, expandable, ample road frontage, existing utilities, near the County's gasoline pump, located in a major service area
- Cons: estimated price, out of the way location may not be well suited for a transfer point



Comment Sheet

NCDOT Public Meeting

December 1, 2015

Address:

Email:

Comments and/or Questions:

Claire Brinkley

WSP | Parsons Brinckerhoff
121 West Trade Street
Suite 1950
Charlotte, NC 28202

TITLE VI PUBLIC INVOLVEMENT FORM

Completing this form is **completely voluntary**. You are *not* required to provide the information requested in order to participate in this meeting.

Meeting Type: Public Meeting	Date: December 1, 2015
Location: Duplin Commons	
Project Description: Duplin Transit Facility Feasibility Study	

In accordance with Title VI of the Civil Rights Act of 1964 and related authorities, the North Carolina Department of Transportation (NCDOT) assures that no person(s) shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any of the Department's programs, policies, or activities, based on their race, color, national origin, disability, age, income, or gender.

Completing this form helps meet our data collection and public involvement obligations under Title VI and NEPA, and will improve how we serve the public. Please place the completed form in the designated box on the sign-in table, hand it to an NCDOT official or mail it to the PDEA-Human Environment Section, 1598 Mail Service Center, Raleigh, NC 27699-1598

All forms will remain on file at the NCDOT as part of the public record

Zip Code: _____	Gender: ☐ Male ☐ Female	
Street Name: _____ (ie. Main Street)	Age: ☐ Less than 18 ☐ 45-64 ☐ 18-29 ☐ 65 and older ☐ 30-44	
Total Household Income: ☐ Less than \$12,000 ☐ \$47,000 -- \$69,999 ☐ \$12,000 \$19,999 ☐ \$70,000 \$93,999 ☐ \$20,000 \$30,999 ☐ \$94,000 -- \$117,999 ☐ \$31,000 -- \$46,999 ☐ \$118,000 or greater	Have a Disability: ☐ Yes ☐ No	
Race/Ethnicity : ☐ White ☐ Black-African American ☐ Asian ☐ American Indian Alaskan Native ☐ Native Hawaiian Pacific Islander ☐ Hispanic Latino ☐ Other (please specify) _____	National Origin: (if born outside the U.S.) ☐ Mexican ☐ Central American ☐ South American ☐ Puerto Rican ☐ Chinese ☐ Vietnamese ☐ Korean ☐ Other (please specify) _____	

How did you hear about this meeting? (newspaper advertisement, flyer, and/or mailing) _____

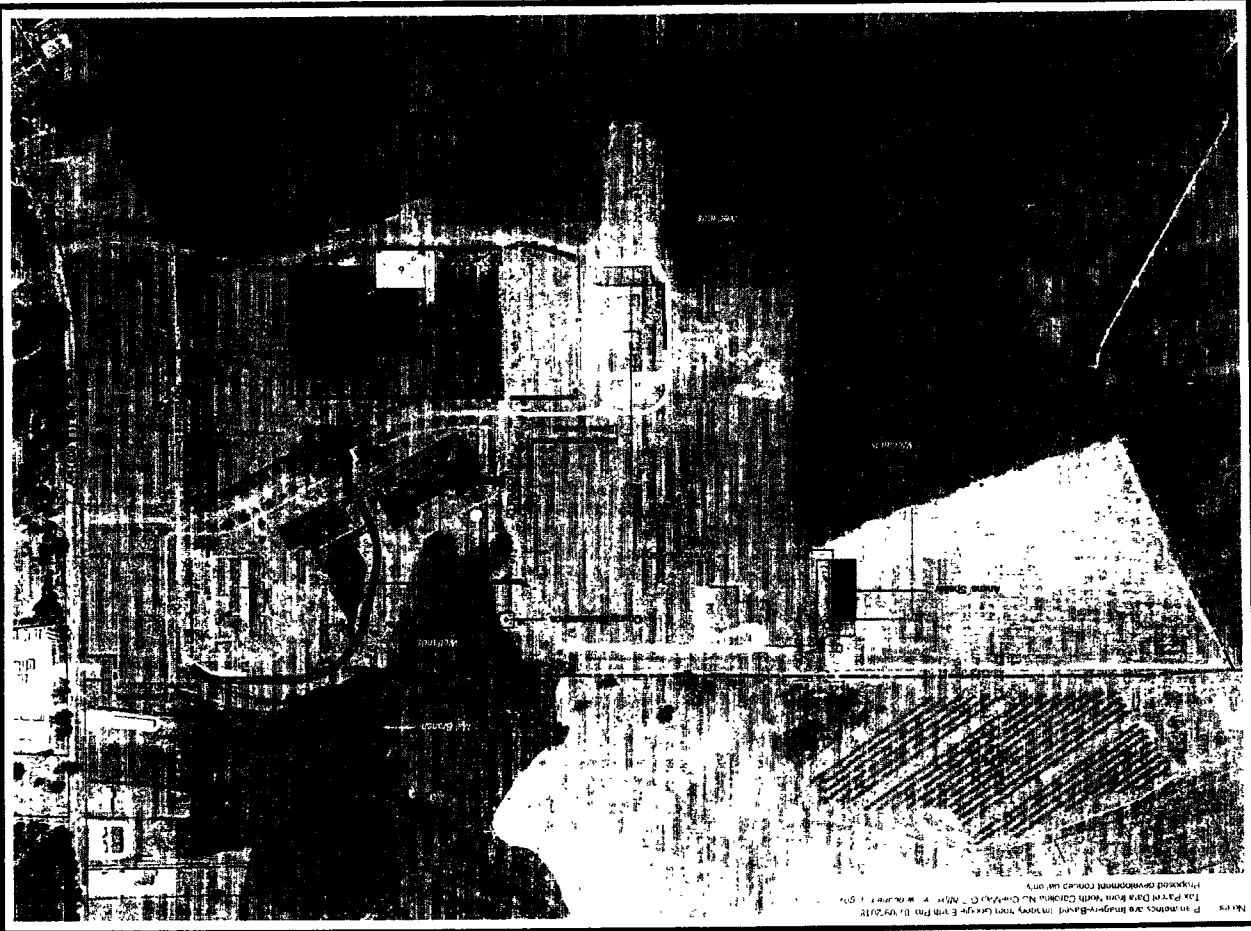
For more information regarding Title VI or this request, please contact the NCDOT Title VI Section at (919) 508-1808 or toll free at 1-800-522-0453, or by email at slipscomb@ncdot.gov

Thank you for your participation!

Jamille Robbins
NCDOT – PDEA
Human Environment Section
1598 Mail Service Center
Raleigh, NC 27699-1598

Duplin County Public Transportation
Public Transportation Facility
Fairgrounds Drive
Kenansville, NC

Appendix B
Alternative Conceptual Layout



Duplin County Public Transportation
Public Transportation Facility
Fairgrounds Drive
Kenansville, NC

**FEDERAL AND STATE REQUIREMENTS
AND SPECIAL CONDITIONS
for CONSTRUCTION**

1. **General**

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement, FTA MA (23), dated October 1, 2016; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement & Lessons Learned Manual", October 2016; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R Part 200, dated December 26, 2014, will supersede and apply in lieu of U.S. DOT's common grant rules, 49 C.F.R. parts 18 and 19, State and Local Governments and Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and any subsequent amendments or revisions thereto.

**THE FOLLOWING MAY BE USED SYNONYMOSLY:
"BIDDER" AND "CONTRACTOR"
"PURCHASER", "PROCURING AGENCY" AND "OWNER"**

2. **Federal Changes**

Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

- 1 FTA's new authorizing legislation, 49 U.S.C. chapter 53, as amended, by the following:
 - a. The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015,
 - b. The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the "Surface Transportation and Veterans Health Care Choice Improvement Act of 2015," Public La No. 114-41, July 31, 2015, and other authorizing legislation to be enacted and
 - c. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Public Law No. 109-59, August 10, 2005, as amended by the SAFTEA-LU technical Corrections Act of 2008, Public Law No 100-244, June 6, 2008.
- 2 Continuing resolutions or other Appropriations Resolutions or Acts funding the Department of Transportation during Fiscal Year 2016.
- 3 Title 23, U.S.C. (Highways)
- 4 Other federal legislation FTA administers, as FTA so determines.

3. **Notification of Federal Participation**

To the extent required by Federal law, the State of North Carolina agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution

Appendix C

Federal and State Requirements and Special Conditions for Construction

of FTA assistance for the Program or the Project that it will identify the FTA grant source by listing the Catalog of Federal Domestic Assistance Number of the program. The following FTA grant programs will be eligible to participate in this bid, 20.500, 20.505, 20.507, 20.509, 20.513, 20.514, 20.516, 20.518, 20.519, 20.521, 20.522, 20.523, 20.525, 20.526, 20.527, 20.528, 20.529, 20.530, and 20.531. Federal funding assistance up to eighty (80%) percent may be provided.

4. **Definitions**

Third Party Agreement, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following agreements, such as:

- (1) Third party contracts,
- (2) Leases,
- (3) Third party subcontracts, and
- (4) Other similar arrangements or agreements.

Third Party Participant, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following participants, such as:

- (1) Third party contractors,
- (2) Lessees,
- (3) Third party subcontractors, and
- (4) Other participants in the Project

5. **Conflict of Interest**

No employee, officer, board member, or agent of the Owner shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

6. **Lobbying**

Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352(b) (5), as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.); 2 C.F.R. §200.450, and 2 C.F.R. Part 200 appendix II (i) Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The requisite "Lobbying Certification" is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of \$100,000 or more and prior to the award of the contract.

7.

Contracting with Disadvantaged Business Enterprises

The newest version on the United States Department of Transportation's (DOT) Disadvantaged Business Enterprise (DBE), 49 C.F.R. Part 26, became effective October 1, 2004, all amendments thereto.

The **Procuring Agency** must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, **Procuring Agencies** are responsible for establishing DBE contract goals on individual DOT-assisted contracts. **Procuring Agencies** may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. See 49 C.F.R. § 26.51(e). Furthermore, while **Procuring Agencies** are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith.

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the **Procuring Agency's** and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the **Procuring Agency** to make sure it intervenes to monitor compliance. The onus for compliance is on the **Procuring Agency**.

Clause Language

For all DOT-assisted contracts, each **Procuring Agency** must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. Part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the **Procuring Agency** deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible 49 C.F.R. § 26.13(b).

Further, **Procuring Agencies** must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the **Procuring Agency** makes to the prime contractor (49 C.F.R. § 26.29(a)).

Finally, for contracts with defined DBE contract goals, each **Procuring Agency** must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the **Procuring Agency's** consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE (49 C.F.R. § 26.53(f) (1)).

As an additional resource, **Procuring Agencies** can draw on the following language for

inclusion in their lly funded procurements.

Overview

It is the policy of the NCDOT, the PROCURING AGENCY, and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. Part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the NCDOT and/or the PROCURING AGENCY to:

- 1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts,
- 2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts,
- 3. Ensure that the DBE program is narrowly tailored in accordance with applicable law,
- 4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- 5. Help remove barriers to the participation of DBE's in DOT assisted contracts;
- 6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities, and
- 7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. Part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The NCDOT and/or the PROCURING AGENCY shall make all determinations with regard to whether or not a Bidder/Offor is in compliance with the requirements stated herein. In assessing compliance, the NCDOT and/or the PROCURING AGENCY may consider during its review of the Bidder/Offor's submission package, the Bidder/Offor's documented history of non-compliance with DBE requirements on previous contracts with the NCDOT and/or the PROCURING AGENCY.

Contract Assurance

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the NCDOT and/or the PROCURING AGENCY deems appropriate.

DBE Participation

For the purpose of this Contract, the NCDOT and/or the PROCURING AGENCY will accept only DBE's who are:

- 1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
- 2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
- 3. Certified by another agency approved by the NCDOT.

DBE Participation Goal

The NC Department of Transportation/Public Transportation Division's overall goal for DBE participation is 6.1%.

The DBE participation goal for this construction Contract is set at 1.9 %. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than 1.9 %** of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offor non-responsive.

Proposed Submission

Each Bidder/Offor, as part of its submission, shall supply the following information.

- 1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract
- 2. A list of those qualified DBE's with whom the Bidder/Offor intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offor has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offor may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the NCDOT and/or the PROCURING AGENCY
- 3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
- 4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offor is unable to meet the goal set forth above (DBE Participation Goal), the NCDOT and/or the PROCURING AGENCY will consider the Bidder/Offor's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the NCDOT and/or the PROCURING AGENCY will consider as part of the Bidder/Offor's good faith efforts include, but are not limited to, the following:

- 1. Documented communication with the NCDOT and/or the PROCURING AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- 2. Pre-bid meeting attendance. At the pre-bid meeting, the NCDOT and/or the PROCURING AGENCY generally informs potential Bidder/Offor's of DBE subcontracting opportunities;
- 3. The Bidder/Offor's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- 4. Written notification to DBE's encouraging participation in the proposed Contract; and
- 5. Efforts made to identify specific portions of the work that might be performed by DBE's

The Bidder/Officer shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to target DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract (49 C.F.R. § 26.53(b) (2) (VI)).

In determining whether a Bidder has made good faith efforts, the NCDOT and/or the PROCURING AGENCY may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the NCDOT and/or the PROCURING AGENCY may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the NCDOT and/or the PROCURING AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Officer may request administrative reconsideration. The Bidder should make this request in writing to the NCDOT and/or the PROCURING AGENCY's Administrative Contact. The Administrative Contact will forward the Bidder/Officer's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Officer did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Officer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Officer will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The NCDOT and/or the PROCURING AGENCY will send the Bidder/Officer a written decision on its reconsideration, explaining the basis for finding that the Bidder/Officer did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the NCDOT and/or the PROCURING AGENCY's prior written consent. The NCDOT and/or the PROCURING AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the NCDOT and/or the PROCURING AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another

DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The NCDOT and/or the PROCURING AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the NCDOT and/or the PROCURING AGENCY that summarize the total DBE value for this Contract.** These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the NCDOT and/or the PROCURING AGENCY and any other named person by NCDOT and/or the PROCURING AGENCY. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Officer shall permit:

- The NCDOT and/or the PROCURING AGENCY to have access to necessary records to examine information as the NCDOT and/or the PROCURING AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Officer and other DBE parties entered into during the life of the Contract;
- The authorized representative(s) of the NCDOT and/or the PROCURING AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract;
- All data/record(s) pertaining to DBE shall be maintained as stated in Section 29.

Sanctions for Violations

If at any time the NCDOT and/or the PROCURING AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the NCDOT and/or the PROCURING AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____ % DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the NCDOT and/or the PROCURING AGENCY has any questions in relation to the information furnished herein

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

8. Civil Rights Laws and Regulations

The following Federal Civil Right laws and regulations apply to all contracts and flow down to all third party contractors and their contracts at every tier.

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(a) The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4702.1 "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", issued October 1, 2012.

(2) **Equal Employment Opportunity** - Federal Equal Employment Opportunity (EEO) Requirements include, but are not limited to:

(a) Race, Color, Religion, National Origin, Disability, Age, Sexual Origin, Gender Identity, or Status as a Parent - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act, 28 C.F.R. § 50.3, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including gender identity), disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. The Contractor agrees to comply with FTA Circular 4704.1A Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients, dated October 31, 2016.

(b) Equal Employment Opportunity Requirements for Construction Activities. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(3) **Nondiscrimination on the Basis of Age** – The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal

Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.

The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

(4) **Nondiscrimination on the Basis of Sex** - The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

(5) **Access for Individuals with Disabilities** - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows.

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;

(9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and

(11) Federal regulations, "Miscellaneous Civil Rights Amendments (RRR)," pertaining to nondiscrimination on the basis of disability within 49 C.F.R. Parts 27, 37, and 38 were published in 79 Fed. Reg. 21402, April 16, 2014; and

(12) FTA Circular 4701.1, Americans with Disabilities Act (ADA) Guidance, dated November 4, 2015.

(13) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

(6) **Access to Services for Persons with Limited English Proficiency.** The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

(7) **Environmental Justice.** (According to the Master Agreement, this section is now under Environmental and applicable for Environmental Studies)

(8) **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.** To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

(9) **Other Nondiscrimination Laws.** The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

(10) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

(11) Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Clean Air Act and Federal Water Pollution Control Act

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401--7671q) and

the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387) and 2 C.F.R. Part 200, Appendix II (g). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal Assistance provided by FTA.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387) and 2 C.F.R. Part 200, Appendix II (g).

10. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations. "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C. These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

11. Environmental Protection

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5323(c)(2), as amended by MAP-21, U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622 were published in the Federal Register, 78 Fed. Reg. 8963, February 7, 2013; and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 "Efficient environmental reviews for project decision making", pertaining to environmental procedures, and 23 U.S.C. § 326, pertaining to Purchaser's responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 et seq, November 15, 2006. Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319 Accelerated Decisionmaking in Environmental Reviews," dated January 14, 2013, and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

12. Recycled Products

The Recycled Products requirement applies to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal

year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000. These requirements extend to all contractors and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

To the extent possible the contractor agrees to comply with U. S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962 and 2 C.F.R. part § 200.322. The contractor agrees to provide competitive preference for products and services that conserve natural resources, protect the environment and are energy efficient, except to the extent that the Federal Government determines otherwise in writing. These items include, but may not be limited to.

Paper and paper products, excluding building and construction paper grades.

Construction products:

(a) Building insulation products, including the following items:

- (1) Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock wool), vermiculite, and perlite.
- (2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool);

- (3) Board (sheathing, roof decking, wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products, perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and
- (4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate, and spray-on cellulose.

- (b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing, shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayments, and roof overlay (coverboard)

- (c) Cement and concrete, including concrete products such as pipe and block containing:
 - (1) Coal fly ash;
 - (2) Ground granulated blast furnace slag (GGBF);
 - (3) Cenospheres; or
 - (4) Silica fume from silicon and ferrosilicon metal production.

- (d) Carpet made from polyester fiber made from recovered materials for use in moderate-wear applications such as single-family housing and similar wear applications.
- (e) Floor tiles and patio blocks containing recovered rubber or plastic.

- (f) Shower and restroom dividers/partitions containing recovered plastic or steel.
- (g) (1) Consolidated latex paint used for covering graffiti; and

- (2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood, and metal surfaces.

- (h) Carpet cushion made from bonded polyurethane, jute, synthetic fibers, or rubber containing recovered materials

- (i) Flowable fill containing coal fly ash and/or ferrous foundry sands
- (j) Railroad grade crossing surfaces made from cement and concrete containing fly ash, recovered rubber, recovered steel, recovered wood, or recovered plastic

- (k) Modular threshold ramps containing recovered steel, rubber, or aluminum.
- (l) Nonpressure pipe containing recovered steel, plastic, or cement.

- (m) Roofing materials containing recovered steel, aluminum, fiber, rubber, plastic or plastic composites, or cement.

Transportation products:

- (a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.
 - (b) Parking stops made from concrete or containing recovered plastic or rubber.
 - (c) Channelizers containing recovered plastic or rubber.
 - (d) Delineators containing recovered plastic, rubber, or steel.
 - (e) Flexible delineators containing recovered plastic.
- Miscellaneous products:**
- (a) Pallets containing recovered wood, plastic, or paperboard.
 - (b) Sorbents containing recovered materials for use in oil and solvent clean-ups and as animal bedding
 - (c) Industrial drums containing recovered steel, plastic, or paper.
 - (d) Awards and plaques containing recovered glass, wood, paper, or plastic.
 - (e) Mats containing recovered rubber and/or plastic.
 - (f) (1) Non-road signs containing recovered plastic or aluminum and road signs containing recovered aluminum.
 - (2) Sign supports and posts containing recovered plastic or steel.
 - (g) Manual-grade strapping containing recovered steel or plastic.
 - (h) Bike racks containing recovered steel or plastic.
 - (i) Blasting grit containing recovered steel, coal and metal slag, bottom ash, glass, plastic, fused alumina oxide, or walnut shells
- Park and recreation products:**
- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
 - (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.
 - (c) Park benches and picnic tables containing recovered steel, aluminum, plastic, or concrete.
 - (d) Playground equipment containing recovered plastic, steel, or aluminum.
- Landscaping products:**
- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation
 - (b) Compost made from yard trimmings, leaves, grass clippings, and/ or food waste for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.
 - (c) Garden and soaker hoses containing recovered plastic or rubber.
 - (d) Lawn and garden edging containing recovered plastic or rubber.
 - (e) Plastic lumber landscaping timbers and posts containing recovered materials.
- Non-paper office products:**
- (a) Office recycling containers and office waste receptacles
 - (b) Plastic desktop accessories.
 - (c) Toner cartridges.
 - (d) Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.
 - (e) Plastic trash bags.
 - (f) Printer ribbons
 - (g) Plastic envelopes
 - (h) Plastic clipboards containing recovered plastic.
 - (i) Plastic file folders containing recovered plastic.
 - (j) Plastic clip portfolios containing recovered plastic
 - (k) Plastic presentation folders containing recovered plastic.
 - (l) Office furniture containing recovered steel, aluminum, wood, agricultural fiber, or plastic.

13. **Cargo Preference - Use of United States-Flag Vessels**

46 U.S.C. 55305 and 46 C.F.R. § 381.7 (The Maritime Administration (MARAD) regulations) impose cargo preference requirements in contracts and subcontracts in which equipment, materials or commodities may be transported by ocean vessel in carrying out the project. The Cargo Preference requirements apply to all contracts involved with the transport of equipment, material, or commodities by ocean vessel. If the Contractor has knowledge of or anticipates any equipment, materials or commodities that may be shipped by ocean vessel, the Contractor agrees to the following:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel

14. **Buy America**

FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a Procuring Agency bid or request for proposal for FTA funded contracts.

The contractor agrees to comply with 49 U.S.C. 5323(j), 49 C.F.R. part 661, and the FAST Act Section 3011, effective date October 1, 2015, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7 Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

The bidder or offeror must submit to the Procuring Agency the appropriate Buy America certification in the bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

The Buy America requirements flow down from FTA to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Effective October 1, 2015 small purchases (under the \$150,000 threshold) made with FTA funds, will not be subject to the Buy America requirement. The value of small purchases should be determined by using the "contract price" and not "unit price".

This provision of the RAST Act applies to all purchases for capital, operating, or planning funds.

BIDS OR OFFERS THAT ARE SUBMITTED WITHOUT THE COMPLETED BUY AMERICA CERTIFICATION MUST BE REJECTED AS NONRESPONSIVE. BIDDERS ARE ADVISED THAT SUBMISSION OF BOTH CERTIFICATIONS WITH THE BID IS ALSO CONSIDERED NONRESPONSIVE AND WILL RESULT IN REJECTION OF THE BID; ONLY ONE CERTIFICATION (either B or C) SHALL BE SUBMITTED. The certification requirement does not apply to lower tier subcontractors

15. **Fly America**

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. First tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

a) *Definitions.* As used in this clause--

- "international air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
- "United States" means the 50 States, the District of Columbia, and outlying areas.
- "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

16. **Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, 2 C.F.R. § 200.213, and 2 C.F.R. Part 200 Appendix II (I). These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award,
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award,
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), at <https://www.sam.gov/> in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 and 12689. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Procuring Agency will be reviewing all third party contractors under the "System for Award Management" at <https://www.sam.gov/> before entering into any contracts.

If the Procuring Agency or NCDOT suspends, debar, or takes similar action against a Contractor or subcontractor, the NCDOT will provide immediate written notice to the:

- (a) FTA Regional Counsel for the Region in which the NCDOT is located or implements the Project,
- (b) FTA Headquarters Manager that administers the Grant, or
- (c) FTA Chief Counsel, and
- (d) NCDOT/Public Transportation Division.

The requisite Debarment and Suspension Certification is included as ATTACHMENT D (attach additional statement if necessary) and must be executed for contracts of \$25,000 or more and prior to the award of the contract.

17. Termination or Cancellation of Contract

For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier, as referenced in 2 C.F.R. § 200.339 and 2 C.F.R. Part 200, Appendix II (B).

Termination for Convenience - The Owner may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Owner's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Owner to be paid the Contractor. If the Contractor has any property in its possession belonging to Owner, the Contractor will account for the same, and dispose of it in the manner the Owner directs.

Termination for Default (Breach or Cause) - If the Contractor does not deliver services in accordance with the contract delivery schedule, or if the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Owner may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Owner that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Owner, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure - The Owner, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Owner setting forth the nature of said breach or default, Owner shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach - In the event that Owner elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Owner shall not limit Owner's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Default (Construction) - If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, the Owner may terminate this contract for default. The Owner shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the

Owner may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Owner resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Owner in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Owner, acts of another contractor in the performance of a contract with Owner, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Owner in writing of the causes of delay. If, in the judgment of Owner, the delay is excusable, the time for completing the work shall be extended. The judgment of Owner shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Owner.

18. Violation and Breach of Contract, Rights and Remedies

All contracts in excess of \$150,000 shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate as provided in 2 C.F.R. § 200.326 and 2 C.F.R. part 200, Appendix II (A). The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Rights and Remedies of the Owner - The Owner shall have the following rights in the event that the Owner deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work, or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages

For purposes of this Contract, breach shall include the Contractor and any subsequent named subcontractor.

Rights and Remedies of the Contractor - Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Owner, the Contractor expressly agrees that no default, act or omission of the Owner shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Owner directs Contractor to do so) or to suspend or abandon performance

Remedies - Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a

default, the Owner, ..., have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the Owner takes action contemplated herein, the Owner will provide the Contractor with sixty (60) days written notice that the Owner considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

If there is credible evidence that a Third Party Participant (Contractor) has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Federal funding, notification of FTA is required

If a legal matter as described above emerges, the Owner must promptly notify the NCDOT, which in turn will notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or FTA Regional Counsel for the Region in which the Project is located

19. Resolution of Disputes

All contracts in excess of \$150,000 shall contain contractual dispute and remedies as appropriate as provided in 2 C.F.R. § 200.326 and 2 C.F.R. part 200, Appendix II (A). The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

Alternative Dispute Resolution - The Owner and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the Owner and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Owner's direction or decisions made thereof

Performance during Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

20. Protest Procedures

To ensure that protests are received and processed effectively the Owner shall provide written bid protest procedures upon request. In all instances information regarding the protest shall be disclosed to the N.C. Department of Transportation (NCDOT). All protest requests and decisions must be in writing. A protester must exhaust all administrative remedies with the Owner before pursuing remedies through the NCDOT. Reviews of protests by the NCDOT will be limited to the Owner's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the NCDOT must be received by the Department within three (3) working days of the date the protester knew or should have known of the violation.

The protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has received actual or constructive notice of NCDOT's final decision. Likewise, the protester must provide its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the recipient's failure to have or failure to comply with its protest procedures or failure to review the protest.

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities

21. No Federal Government Obligations to Third Parties

The No Obligation clause extends to all third party contractors and their contracts at every tier.

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying

contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

22. **Davis-Bacon Act**

The Procuring Agency will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including

- a. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");
- b. The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147 and as referenced in 2 CFR part 200 Appendix II (D);
- c. U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5
- d. Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;
- e. Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145;
- f. U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. part 3.

These requirements extend to all third party contractors and their contracts at every tier and their subcontracts at every tier. The Davis-Bacon Act and the Copeland "Anti-Kickback" Act apply to all prime construction, alteration or repair (including painting and decorating) contracts in excess of \$2,000

The Procuring Agency must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, the Procuring Agency can draw on the following language for inclusion in their federally funded procurements

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The Davis Bacon Wages for the construction project are included with specifications and Attachment G, Owners Certification of Compliance with Davis-Bacon Provisions must be executed for bid to be awarded (See Attachment G)

23. **Contract Work Hours and Safety Standards**

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act and as referenced in 2 CFR part 200 Appendix II (E), the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

24. **Project Labor Agreements (formerly Neutrality in Labor Relations)**

As a condition of contract award, the Owner may require a third party contractor or subcontractor to have an affiliation with a labor organization such as a project labor agreement, consistent with Executive Order No 13502, "Use of Project Labor Agreements [PLA] for Federal Construction Projects," February 6, 2009, 41 U.S.C. ch 39, Rel's & Annos., except as the Federal Government determines otherwise in writing.

25. **Geographic Preference**

Procurements shall be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in evaluation or award of bids or proposals, except where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.

26. **No Federal Government Obligations to Third Parties**

The No Obligation clause extends to all third party contractors and their contracts at every tier.

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions

27. **Program Fraud and False or Fraudulent Statements or Claims and Related Acts**

The Program Fraud clause requirements extend to all third party contractors and their sub-contracts at every tier.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(f) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

28. **Exclusionary or Discriminatory Specifications or Requirements**

The Contractor agrees that it will comply with the requirements of 49 U.S.C. Sect. 5325(h) by refraining from using any funds derived from FTA in performance of this Contract to support sub-contracts using exclusionary or discriminatory specifications or requirements.

29. **Access to Records and Reports and Record Retention**

The record keeping and access requirements extend to all third party contractors and their contracts at every tier. Under 49 U.S.C. § 5325(g) and 2 C.F.R. § 200.336, FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

a. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required

d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g) and 2 C.F.R. § 200.336.

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303, 5307, 5309, 5339, 5310, 5311, 5316, or 5317.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The State of North Carolina, Office of the State Auditor, now requires that all records now be retained for a period of five (5) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto

30. **Metric System**

To the extent required by U.S. DOT or FTA, the Contractor agrees to use the metric system of measurement in its Contract activities as may be required by 49 U.S.C. Sect 205a *et seq.*, Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. Sect 205a; and other regulations, guidelines and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, the Contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.

31. **Seismic Safety**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C § 7701 *et seq.*, and the U.S DOT regulations, "Seismic Safety", 49 C.F.R. Part 41, specifically, 49 C.F.R § 41.117. The contractor also agrees to certify to the extent required by the regulation to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and that the certification of compliance issued on the project and will facilitate and follow Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, except as the Federal Government determines otherwise in writing.

32. **Supervision of Construction**

Competent and adequate engineering supervision will be maintained at the construction site of the Project to ensure that the completed work conforms to the approved plans and specifications.

33. **Liquidated Damages**

Liquidated damages are a specific sum (or a sum readily determinable) of money stipulated by the contracting parties as the amount to be recovered for each day of delay in delivery of the product; typically, the actual damage amount is unknown or difficult to estimate and is liquidated by the mutual agreement to the rate.

Any liquidated damages recovered shall be credited to the Project account involved unless the Federal Government permits otherwise.

34. **Bonding Requirements**

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold (\$150,000). Contractors and subcontractors agree to comply with the bid guarantee, performance, and payment bonding provisions of 2 C.F.R. § 200.325 and 31 C.F.R. part 223, as applicable and with any guidance FTA may issue. FTA may accept the bonding policy and requirements of the State of North Carolina provided that the federal interest is adequately protected. The following minimum requirements for construction contracts apply:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract

These requirements extend to all contractors and their subcontracts at every tier that exceed the simplified acquisition threshold.

Bid Guarantee

Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the OWNER. The amount of such guaranty shall be equal to 5% of the total bid price

In submitting this bid, it is understood and agreed by bidder that the OWNER reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [90] days subsequent to the opening of bids, without the written consent of OWNER.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [90] days after the bid opening without the written consent of the OWNER, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent OWNER'S damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof

This deposit shall be retained if the successful bidder fails to execute the contract within 10 days after the award or fails to give satisfactory surety as required herein. N.C.G.S. 143-129(b)

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense the OWNER for the damages occasioned by default, then the undersigned bidder agrees to indemnify the OWNER and pay over to the OWNER the difference between the bid guarantee and the OWNER'S total damages so as to make the OWNER whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee

A Performance Guarantee in the amount of 100% of the Contract value is required by the OWNER to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the OWNER within ten (10) business days from Contract execution. The OWNER requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the OWNER and listed as a company currently authorized as stated in 31 C.F.R. Part 22 as possessing a Certificate of Authority as described hereunder. OWNER may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100

percent of the in..... in contract price. The OWNER may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

Payment Bonds

Contractors generally must obtain a standard payment bond A payment bond is obtained to ensure that the contractor will pay all subcontractors/ suppliers providing labor and material for the term of the project as required by law. FTA has determined that payment bonds in the following amounts are adequate to protect FTA's interest and will accept the N.C.G.S. state bonding policy that requires the following minimums:

- In North Carolina when the total amount of construction contracts awarded for any one project exceeds **three hundred thousand dollars (\$300,000)**, a **payment bond** is required by the contracting body (Owner) from any Contractor or Construction Manager at Risk (CMAR) with any contract more than fifty thousand dollars (\$50,000).

A payment bond in the amount of one hundred percent (100%) of the construction contract amount, conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor, subcontractor, or construction manager at risk is liable.

35. State and Local Disclaimer

The uses of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

36. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. In order to comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements, all contractual provisions required by USDOT, as set forth in FTA Circular 4220 1F, dated November 1, 2008, the current Master Agreement, and 2 C.F.R. 200 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.

The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the Procuring Agency to be in violation of the FTA terms and conditions.

37. Hold Harmless

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Owner of this Contract and its officers, agents, and employees acting within the scope of their official duties against any liability, including all claims, losses, costs and expenses accruing or resulting to any other person, firm, or

corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor or subcontractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor.

The Contractor represents and warrants that it shall make no claim of any kind or nature against the Owner or its agents who are involved in the delivery or processing of contractor goods to the Owner. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

38. Safe Operation of Motor Vehicles

The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier. In compliance with Federal Executive Order No. 13043, April 16, 1997, 23 U.S.C. § 402 (Increasing Seat Belt Use) and Executive Order No. 13513 Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009,

Seat Belt Use - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Owner.

Distracted Driving - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

39. National Intelligent Transportation Systems Architecture and Standards (applicable to ITS projects)

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001 and all other federal guidance.

40. North Carolina State Ethic's Requirement

Pursuant to Executive Order # 24, this section should be included in the terms and conditions of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor

- 1) "By Executive Order 24 and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e., architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue,

Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

To be added near the signature portion of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

41. Sensitive Security Information

Each third party contractor must protect and take measures to ensure that its subcontractors at each tier protect "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with "The Homeland Security Act", as amended, specifically 49 U.S.C. Section 40119(b), The Aviation and Transportation Security Act, as amended, 49 U.S.C. § 114(f), U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. part 15, and U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. part 1520.

42. Veterans Preference

As provided in 49 U.S.C. § 5325(k) to the extent practicable, the Procuring Agency agrees and assures that it

- (1) Will give a hiring preference to veterans as defined by as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

43. NC E-Verify Requirements

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with

Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements by executing and submitting the E-Verify Affidavit included in this invitation for Bids as Attachment E. (Form required on all construction projects.)

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, Jackson Builders Inc., certifies, to the best of his or her knowledge and belief that (Contractor)

1 No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) Note language in paragraph (2), herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65 to be codified at 2 U.S.C. 1601 et seq.))

3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

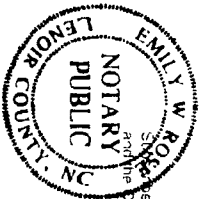
[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Contractor, Jackson Builders Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 et seq apply to this certification and disclosure if any.

Date 08/30/2021

Robert Smith
Signature of Contractor's Authorized Official

Frank Smith, General Manager
Name and Title of Contractor's Authorized Official



Subscribed and sworn to before me this 30th day of August, 2021 in the State of NC.

Notary Public, Emily W. Rose

My Appointment Expires June 1, 2023

ATTACHMENT B

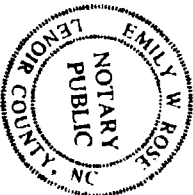
CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA REQUIREMENTS

(To be submitted with all bids exceeding \$150,000. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award.)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661

DATE 08/30/2021
SIGNATURE Paul Smith
COMPANY Jackson Builders, Inc.
NAME Brook Smith
TITLE General Manager

State of Mississippi
County of Leflore
Subscribed and sworn to before me this 29 day of August, 2021



Notary Public Emily W. Rose
My Appointment Expires August 14, 2023

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(To be submitted with all bids exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies by submission of this bid or proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.
- The lower tier participant (Bidder/Contractor) Jackson Builders, Inc. certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any



DATE 08/30/2021
SIGNATURE Paul Smith
COMPANY Jackson Builders, Inc.
NAME Brook Smith
TITLE General Mgr

State of Mississippi
County of Leflore
Subscribed and sworn to before me this 29 day of August, 2021

Notary Public Emily W. Rose
My Appointment Expires August 14, 2023

STATE OF NORTH CAROLINA
COUNTY OF Wayne

ATTACHMENT E

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES

(To be submitted with all quotes/bids)

1. Brook Smith (hereinafter the Affiant), duly authorized by and on behalf of Jackson Builders Inc. (hereinafter the Employer) after being first duly sworn deposes and says as follows:

1. I am the General Manager (President Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.

2. Employer understands that E-Verify means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

3. ☒ Employer employs 25 or more employees and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

☐ Employer employs fewer than 25 employees and is therefore not subject to the provisions of N.C. General Statute §64-26.

4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.

5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This 30th day of August, 2021.

Brook Smith
Signature of Affiant
Brook Smith, General Manager
Printed Name and Title

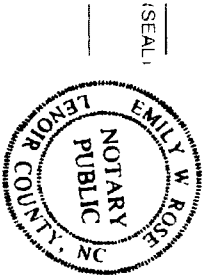
State of North Carolina

County of Wayne

Subscribed and sworn to before me this 30th day of August, 2021.

Notary Public Emily W. Rose

My Appointment Expires June 30, 2023



ATTACHMENT F

CERTIFICATION OF COMPLIANCE WITH

DAVIS-BACON PROVISIONS

PROJECT: Duplin County Public Transportation Facility
(List name of construction project/program)

LOCATION: Kennasville NC COUNTY: Duplin
(City)

CONTRACTOR/SUBCONTRACTOR: Jackson Builders, Inc.

In accordance with the requirements of the Davis-Bacon Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government are being paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of title 40, United States Code.

In addition, the owner representative must conduct adequate oversight for compliance with Davis-Bacon and related Acts through (a) the review of payrolls and associated certifications, (b) conducting of employee interviews if necessary, and (c) the posting of the Davis-Bacon Poster, all wage determinations and additional classifications (as appropriate) on the work site.

The Contractor/Subcontractor Jackson Builders Inc. certifies or affirms the truthfulness and accuracy of the above statement and that the referenced project will be in compliance with the Davis-Bacon requirements.

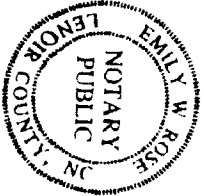
Date 08/30/2021
Brook Smith
Signature of Contractor's Authorized Official

Brook Smith, General Manager
Name and Title of Contractor's Authorized Official

Subscribed and sworn to before me this 30th day of August, 2021 in the State of North Carolina and the County of Wayne.

Notary Public Emily W. Rose

My Appointment Expires June 30, 2023



Duplin County Public Transportation
Public Transportation Facility
Fairgrounds Drive
Kenansville, NC

DESIGN-BUILD SELECTION RATING FORM

PROJECT NAME Public Transportation Facility
Fairgrounds Drive, Kenansville, NC 28349

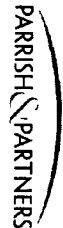
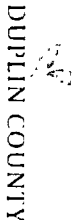
PROPOSING FIRM: CITY, STATE, ZIP:

SELECTION CRITERIA		MAX. VALUE	SCORE
Responsiveness to RFPQ.P (Maximum 10 Points)			
Extent to which RFPQ instructions were followed		5	
Accuracy in reflecting RFPQ requirements		5	
Letter of Interest (Maximum of 10 Points)			
Statement of why the team should be selected is provided		5	
Any unique qualifications relating to the project are expressed		5	
Team Structures, Experience, and Resumes (Maximum 125 Points)			
Organizational Chart			
Formal relationships are presented. Clarity of responsibility and chain of communication is demonstrated		20	
Resumes			
Primary Contractor's experience with similar project types and the design-build process is identified		15	
Primary Contractor's proposed project managers and superintendents express experience on similar projects		10	
Primary Contractor's willingness to contract with a Disadvantaged Business and prior history with DBE firms is identified		15	
Key Consultants' experience with the Primary Contractor is provided		5	
Key Consultants' provide experience with similar projects		5	
Project Profiles			
Project examples provide proof of experience with projects of similar scope and size		15	
Track record of on-time and on-budget projects is presented		15	
Project examples highlight multiple members of the proposed team working together efficiently		5	
Letters of Reference			
Letters of reference from recent and similar projects are provided (5 pts per letter)		15	
Legal Standing			
Record of litigation, legal action, and safety records is provided and presents satisfactory information		15	
Schedule and Cost Estimate (Maximum 30 Points)			
A milestone schedule illustrating total time for project completion (in weeks) is presented and is satisfactory		10	
Preliminary cost estimates for Design, Building and Site Development & utilities are provided and are satisfactory		10	
Costs are broken down by category/facility type as presented in Section 3.2 Anticipated Project Budget		10	

NOTES:

Evaluator: Name _____
Signature _____ Date _____

8674000



DUPLIN COUNTY
PRE-PROPOSAL MEETING SUMMARY

Duplin County Public Transportation Facility

**Kenansville, North
Carolina**

ADDENDUM 1

Date: July 29, 2021

To: All Prospective Submitters

All Holders of RFQ / RFP

From: Parrish and Partners of North Carolina, PLLC
8226 Creedmoor Road, Suite 101
Raleigh, North Carolina 27613

This addendum, information contained herein, and attachments constitute an official change and modification to the Request for Qualifications and Proposal

Attachment	Description
1	Pre-Proposal Meeting Summary
2	Boundary Survey

QUESTIONS

- Q: Is there a page count?
A: There are no page requirements or limitations.
- Q: How many copies of the submittal do you all want?
B: Please submit five (5) original copies

END OF ADDENDUM 1

PROJECT: PUBLIC TRANSPORTATION FACILITY/ACCESS/PARKING
DUPLIN COUNTY, NC
DATE: JULY 19, 2021
TIME: 9:00AM
LOCATION: ED EMORY AUDITORIUM KENANSVILLE, NC

Introduction

- **DUPLIN COUNTY PUBLIC TRANSPORTATION DIRECTOR:** Angel Venecia
- **DUPLIN COUNTY ASSISTANT COUNTY MANAGER/AIRPORT DIRECTOR:** George Fuitelle
- **Parrish and Partners:** Jennifer Martin, PE, Cindy Pearce

Project Description

- The work may be generally described as but is not limited to: design and construction of a new Duplin County Public Transportation Facility including administration offices, parking area, transit vehicle entry/access and parking covered van parking with attached covered walkway to administrative offices and car wash area & fueling area with all appurtenances as budget allows. Scope of services is as described in RFQ/RFP

Project Funding

- Funding for this project was awarded by FTA through the NCDOT Integrated Mobility Division in the total amount of \$1,418,921 (\$1,135,137 federal funding / \$283,784 local match).

Bid Opening Information

- Date and Time: Tuesday, August 3, 2021 at 2:00 PM
- No Bids will be accepted after 2:00pm, time as read from the Transportation Director's cellular phone clock
- All proposals must be in hardcopy format with (1) original. All required forms must be included. Any deficiencies may be grounds for disqualification.

General Bidder Information

- All questions shall be submitted in writing to the engineer no later than 2:00 PM on Tuesday July 27, 2021

- o Email for Questions: cpearce@parishandpartners.com
- RFQ/RFP and all attachments are provided digitally from Parish and Partners of North Carolina, PLLC
- All Addenda will be sent in PDF format via email to all proposers
- **It is the responsibility of the proposal submitters to verify that they have received all addenda prior to submitting a proposal.**
 - o Cindy Pearce of Parish and Partners may be contacted at the email address listed above or via telephone to verify that all addenda have been received. Her phone number is (336) 944-6880
- All Prime Contractors must be NCDOT prequalified for all aspects of the work at the time of proposal submission
- DBE Subcontractors must be NCDOT prequalified for the respective work items they will be performing at the time of proposal submission
- Subcontractors must be NCDOT prequalified for their respective work items prior to start of construction.
- All bidders must be properly licensed at the time of proposal submission in accordance with the provisions of the State of North Carolina

EEO/DBE Requirements

- DBE Goal for this project is 1.9%
- DBE contractors or subcontractors must perform the work listed in the contract. This will be monitored through periodic field interviews of DBE firm employees
- Davis-Bacon Wage Rates will apply, as described in Appendix C of the RFQ/RFP
- Certified payrolls will be required
- NCDOT website for listing of current DBE certified firms
 - o <https://www.ebs.nc.gov/VendorDirectory/default.html>

Utilities Information

- Existing utilities are located within the vicinity of the project. Contractor is responsible for locating and protecting all utilities throughout construction.

Comments and Questions

Question – Will Parish and Partners be involved with permitting the project?

Answer – No. That would be considered a conflict of interest.

Question – Is there a survey available?

Answer – A survey was not included in the RFQ/RFP. A boundary survey will be provided in an addendum.

Question – Is environmental to be included in the RFQ/RFP?

Answer – Environmental has been handled through Categorical Exclusion (included in the Feasibility Study).

Question – Is there a schedule attached to the funding?

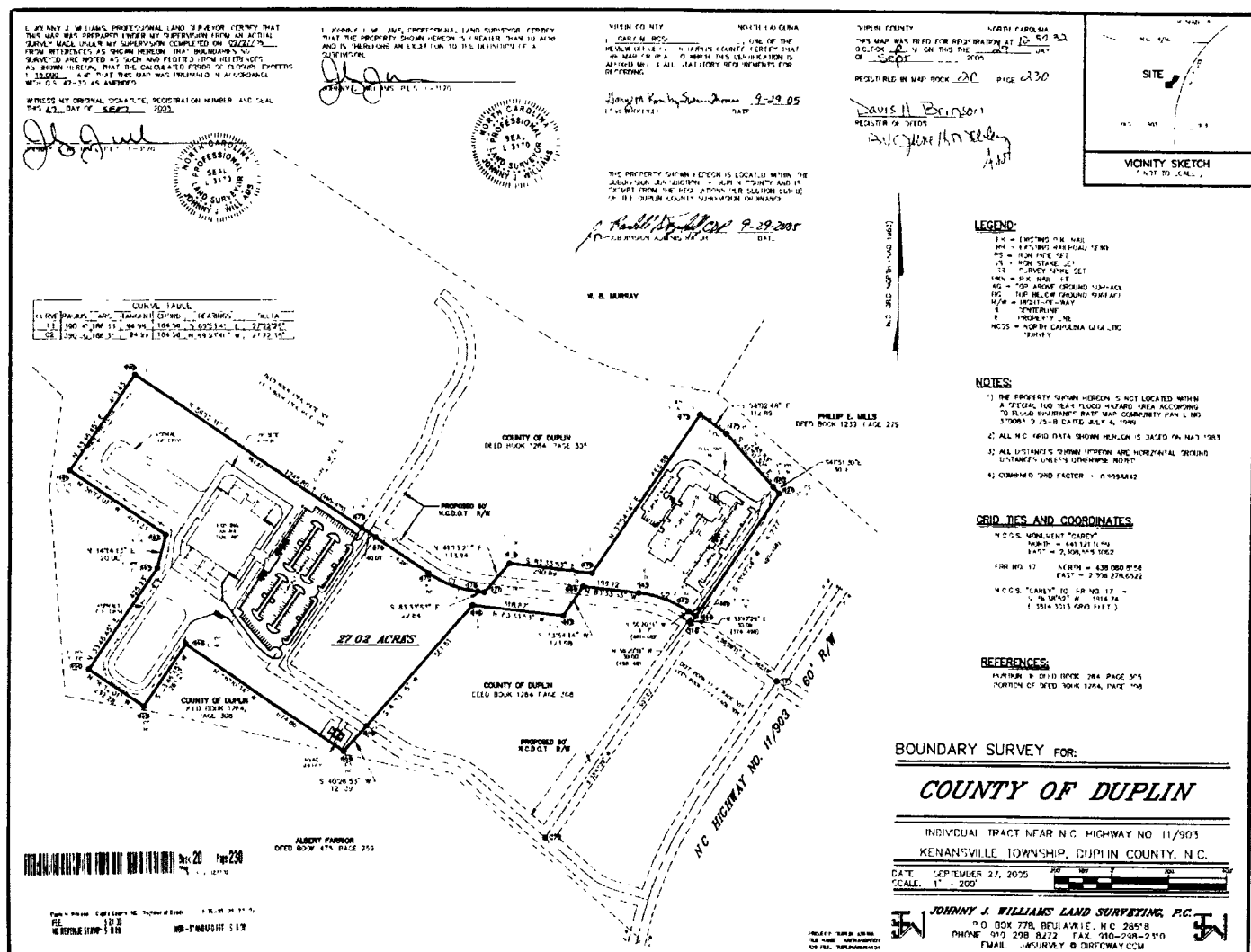
Answer – Yes. Construction needs to start by August 2023.

Comments:

- Note that in the RFQ / RFP section providing DBE information, Appendix G is now Appendix F and includes Davis-Bacon information and requirements.
- All Contractors and Subcontractors will have to be properly licensed in the State of North Carolina at the time of submission of their proposal.
- Fiber optic has been buried in the area adjacent to the site and will have to be pulled to the new building. Fiber optic does not currently show on a utilities map since it has just recently been buried and the project completed. A sketch that will include the location of fiber optic should be available in late August.
- Note that the site has not been staked out.

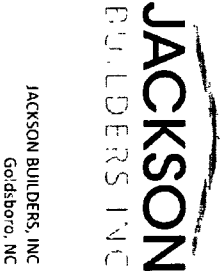
PRE-SELECTION/PRE-PROPOSAL MEETING
Topic: Duplin County Public Transportation Facility Design-Build
Location: Ed Emory Auditorium
Date: Monday, July 19, 2021 at 9:00 AM

DUPIN COUNTY



STATEMENT OF QUALIFICATIONS
PUBLIC TRANSPORTATION FACILITY

DUPLIN COUNTY
KENANSVILLE, NC
DUPLIN COUNTY



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3.3 – Estimate – Summary	12

Section 1 - Statement of Interest

We are pleased to offer you our qualifications for Design Build Services for the construction of your new facility and are very excited about the possibilities of working with you on this project. Jackson Builders built our foundation here in Eastern North Carolina performing Design Build work for businesses, community organizations, churches and state and local governments. We offer you the experience with similar projects, seasoned design professionals, and local craftsmen to make this project a great success for your community.

Jackson Builders, Inc., founded in 1974 has served the Eastern North Carolina market, including Duplin County by providing innovative solutions utilizing a Design Build approach on most of our projects. Teaming with engineers, architects, and a stable of reliable employees and subcontractors, our company achieves our clients desired results, turns time from schedules and keeps a tight rein on the project budget.

Company principals include President Kent Warren who joined Jackson Builders in 1997 and is currently the majority shareholder. He provides leadership to the company as well as being actively involved in sales and project management. Brian Howell, Vice President, joined the company in 1999 and currently provides all design coordination for the company. Barry Kormegay joined Jackson Builders in 1998 and Ray Potts joined in 2003 and both are dedicated project managers for the company. A great breadth of skills, education and experience is held by the company's four principals, and it serves our clients well.

Jackson Builders, Inc. is a Subchapter S Corporation and operates as an unlimited general contractor. Our main method of project delivery is Design Build. Since 1983, we have partnered with Butler Manufacturing to furnish and erect the premier line of pre-engineered buildings in the country with the premium roofing, structural and finish systems in the industry. Unlike many general contractors, we maintain self-perform capabilities in concrete, steel erection and carpentry. Our point of contact from initial client meeting through closeout is handled by a single project manager, eliminating loss of information in the handoff from person to person.

The approach to your project would be consistent with the approach on all our design build projects. Initial client meetings will center on meeting the project criteria, while follow up meetings and design will have input from design builder on cost efficient construction methods to meet the criteria, while keeping the budget for the project in check. Proposed design team will develop preliminary approaches, including site layout, floor plan, function of all equipment and review with project stakeholders. This approach will utilize our pool of experienced tradesmen, subcontractors and suppliers to provide the most efficient construction methods both in initial cost and overall project life cycle. Once a route is chosen, we will solicit competitive pricing and identify project team members, gain consensus with client, schedule and execute the work.

Our experience, ability, reputation and relationships with designers, subcontractors, and manufacturers offers Duplin County a hard to beat combination in design build contractors. Ray Potts, our proposed Project Manager, will serve as the primary contact, to meet the needs of this project. As with all other projects, I will be available as well to ensure the project is moving in a manner and direction we all desire. Our experience will provide you with a quality, safe and cost-effective design build project. We look forward to earning your trust to be your design build partner.

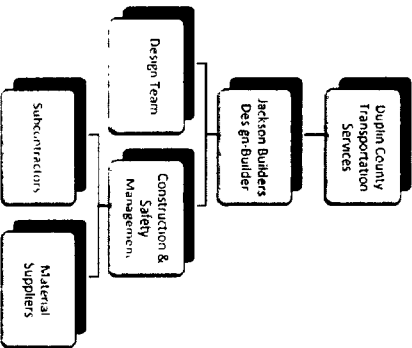
Sincerely,

Kent Warren
President, Jackson Builders, Inc

Section 2 - Team Structures, Experience and Resumes

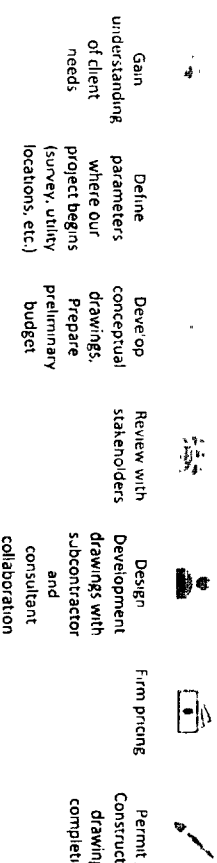
2.1 - Organizational Chart

The hierarchy of this project starts with Duplin County and their team of professionals in and out of the Transportation Services Department. As the Design-Builder we develop a design team and construction management team as noted to plan and then bring this project to reality. Our Jackson Builders team is identified below. We are confident our overall team will ensure your project is planned and executed well, and deliver long-lasting, successful results.



JACKSON

The design build approach has many advantages over the traditional Design-Bid-Build. As the design-builder, Jackson Builders will share a heavier risk and burden much earlier in the information gathering, planning and design phase. We will coordinate with the architect and engineers on your behalf and contract with all the other key consultants, subcontractors and suppliers. Communication with your team occur during all phases of the project, most importantly during the design phase.



Anticipated Time Commitment by Team Member

Team Member	Role	Design Phase	Permitting Phase	Construction Phase	Turnover Phase
		Estimated percentage of work hours per week for the designated phase above			
Ray Potts	Project Manager	50%	25%	25%	25%
Brian Howell	Design Coordinator	50%	25%	< 5%	
Smith Engineering & Design	Architectural, PME Design	25%	12%	< 5%	
B. R. Kornegay	Site Engineering	25%	12%	< 5%	
Randy Hobson	Superintendent			100%	100%
John Wooten	Safety Manager	< 5%		5%	
Larry Garner	Operations Manager	< 5%		10%	

Recent Relevant Design-Build Team Collaboration

Please note that the Jackson Builders' team members of Brian Howell, John Wooten and Larry Garner have had input and experience in at least 90% of every Design-Build project for Jackson Builders in their current roles with the Company. We have not included a specific list of design-build project experience for these team members. We have listed several recent relevant jobs below and the involvement for the proposed Project Manager, Ray Potts and Superintendent, Randy Hobson.

Recent Relevant Design-Build Team Collaboration				
Project Name	Smith Engineering	BR Kornegay	Ray Potts	Randy Hobson
Deacon Jones Nissan	yes		yes	yes
SO 210 Community Fire Dept., Inc	yes		yes	
Mathews Motors	yes			yes
OPW Expansion - Sieg Industrial	yes		yes	
Deacon Jones Honda	yes	yes		yes
Bobcat	yes			
CCOG	yes	yes		yes
Magrolia VFD	yes			
Deacon Jones Kia	yes			yes
Town of Knightdale Public Works	yes			
Deacon Jones Toyota	yes			yes
Team Chevrolet - Goldsboro	yes	yes		yes
Antioch Fire Department	yes	yes		
Team Chevrolet Swansboro	yes			
Black Creek VFD	yes	yes		

2.2 – Resumes

2.2.1 – Design-Builder Resume



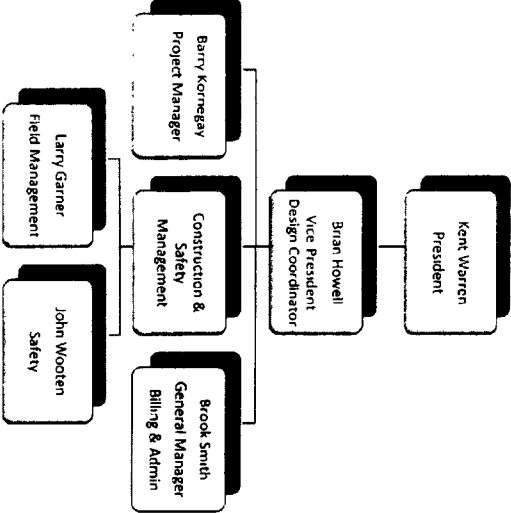
Jackson Builders, Inc.
1608 US Hwy 70 W, Goldsboro, NC 27530
Unlimited Licensed NC General Contractor

Kent Warren, President
1608 US Hwy 70 W, Goldsboro, NC 27530
919-734-5428

www.jacksonbuilders.com
Facebook | LinkedIn

Jackson Builders is an innovative building solutions company, based in Goldsboro, North Carolina that is proud to serve all surrounding areas. We were incorporated in 1974 as an S-Corporation. As a general contracting company with more than 46 years of experience, we specialize in all types of construction. Our vision is to be the leading design builder in eastern NC. It is our mission to build trust with our clients, subcontractors, community, and team to provide client satisfied, quality, and safe projects.

As we entered the 1980s, Jackson Builders continued to boom in the metal buildings industry with substantial growth, bringing in more employees and more clients. With this growth, there was also a shift in the company. While still involved in the metal building industry, we made the decision to expand our business' focus towards larger, more diverse, and more complex projects — all while retaining our earned reputation for value and impeccable work. This shift in focus led us to the job partnerships we are best known for today with places like warehouses, retail stores, churches, and more.



Our work is clearly evidenced throughout Eastern North Carolina, from fire stations, municipal buildings, churches, industrial projects, shopping centers, schools, gymnasiums, childcare centers, to simple metal buildings. Our capabilities in the construction arena are well displayed, and our client base is one that returns to us project after project. We are proud of our work and love supporting our customers above and beyond the projects they bring us. Year after year, we have been honored to earn the recognition of being the national sales volume leader, where we were recognized for our quick work and the value we provide to every customer.

Our goal is to build trust with our prospective and current clients, their bankers, their employees as well as each subcontractor and each Jackson Builders employee. We do this in part because we strive to listen first.

Trust & Relationships

We have completed over 3000 projects mostly by a design-build methodology. We have the capacity to manage relationships with design professionals through internal drafting expertise. Our reputation has remained solid.

Core Values

Our corporate strength is based on being financially sound, being privately owned and operated, and being fortunate to have an experienced and qualified team. We also have the ability to self-perform many aspects of a project.

Satisfied Clients

At the center of our core values is the ability to listen and learn what the client needs and desires, allows to be client focused and cost conscious. This allows for us to provide a high value approach to our projects

Experience

Corporate Strength

2.2.2 – Project Manager – Ray Potts

Ray is a principal in our Company and has been part of Jackson Builders for 18 years. He has total eighteen years' experience in architectural drafting, solid modeling and project management.



Since 2002, Ray has been a Project Manager and has experience estimating job costs on projects more than \$20,000,000. He is responsible for formulating a working budget and defining the scope of work on all construction projects. He also consults and meets with customers to ensure their satisfaction and figures costs incurred due to owner made change orders.

As a part of project management, he will negotiate pricing with vendors and sub-contractors, as well as schedule sub contractors to perform work as needed to meet construction deadlines. He routinely addresses field problems with customers and sub-contractors.

He is positioned to be an asset as he will consult with design and engineer professional on drawing and design issues.

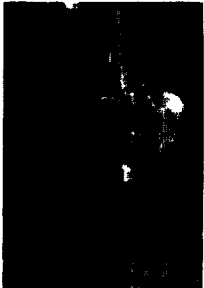
- His recent Design Build Experience includes the following.

- Neopac, Wilson, NC
 - OPW, Smithfield, NC
 - Pactiv
 - Butterball QA Lab
 - Faith Daycare, Goldsboro, NC (Repeat Customer)

- 50-210 Fire Department, Anger, NC
 - Garland Volunteer Fire Department, Garland, NC
 - Steel Memorial Library, Mt Olive, NC

2.2.3 – Design Coordinator – Brian Howell

Since 1999, Brian has been a part of Jackson Builders. He is the Vice-President and Corporate Secretary. He is directly responsible for all design coordination for our Company including our design build projects. He has eighteen years of experience in pre-engineered metal building background, Wood Construction & North Carolina Building Codes.



He supervises our other drafting staff and coordinates design with our clients by turning their ideas preliminary drawings. Continued consultation and correspondence with our clients and other design and engineer professionals results in the full project design. He works hand in hand with Butler Manufacturing to assure proper design and function.

He is experienced in navigating various permits requirements from the state, county, and local jurisdictions. He assists field personnel and meets with inspectors as needed to provide his valuable expertise.

He is also a licensed General Contractor in NC

2.2.4 – Lead Design / Engineer



SMITH ENGINEERING AND DESIGN, P.A.

Smith Engineering and Design, P.A.
1103 Grace Place, Suite A, Goldsboro, NC 27534
Joe Smith, Owner
smithengineeringnc@hotmail.com
919-736-2141

Smith Engineering and Design, P.A. founded in 2001 in Goldsboro, NC, is a multidiscipline engineering firm consisting of professionals who emphasize responsive full-service project development. The firm's professional engineer, Joe T. Smith, Jr., has a strong background as an architectural engineer, responsible for design development, client relations and supervision on all company projects. In addition to the traditional Design and Bid approach, Smith Engineering and Design partners with commercial general contractors to offer the Design/Build method allowing projects to be evaluated during the design phase for the purpose of achieving optimum value and economy. With experience in new construction and renovation of commercial and public building types, Smith Engineering and Design, P.A. offers a balanced design approach that respects project economics, functional use of space and flexibility for future needs.

Joe T. Smith, Jr., has been a licensed professional engineer for over 15 years and holds a Bachelor's Degree from North Carolina State University in Civil Engineering. Mr. Smith specializes in commercial building design with experience in fire department, public, athletic, office, religious, restaurant, and mercantile facilities.

- Professional Affiliations and Licenses

- American Society of Civil Engineers — Architectural Engineering Institute
 - Professional Engineers of North Carolina
 - Professional Engineer License in North Carolina and Virginia, NC registration # 024916
- Recent Projects Include

- Steele Memorial Library — Mt Olive, NC
 - Four Oaks VFD – Four Oaks, NC
 - The Bridge Church Sanctuary Addition — Princeton, NC

- Warsaw Fire Department — Warsaw, NC
- Garland Fire Department – Garland, NC
- Dudley Volunteer Fire Department – Dudley, NC
- Princeton EMS – Princeton, NC
- Deacon Jones Chevrolet Renovation — Smithfield, NC
- New Century Bank — Lillington, NC
- New Century Bank — Clinton, NC
- Deacon Jones AutoPark Projects (4) – Goldsboro, NC
- Team Chevrolet – Goldsboro, NC and Swansboro, NC

Smith Engineering and Design has partnered with Jackson Builders on many Design Build projects, and specifically on projects referenced in our experience

Joe will act as our architectural design and plumbing, mechanical, and electrical engineer. He will also be our consultant for the specialty equipment necessary for the shop areas. Joe has completed not only design build projects with Jackson Builders, but has also developed full construction plans for multiple fire departments, administrative, and automotive projects.

2.2.5 – Site Design / Engineering



B. R. Kornegay, Inc.
Land Surveying - Engineering - Planning

B. R. Kornegay, Inc.
300 E. Walnut St., Goldsboro, NC 27530
Jeffrey Kornegay
919 735 5886

B. R. Kornegay, Inc. provides professional services of Land Surveying, Civil Engineering, Land Planning and Mapping for residential, commercial and agricultural property. We have been providing our services in Goldsboro, Wayne County and the surrounding areas since 1965.

Their civil engineering services includes site plans for commercial development, site grading design, stormwater drainage, detention and BMP design, erosion control design and permitting and others.

Recent projects include:

- Deacon Jones Ford, Nissan, Honda and Kia Goldsboro, NC
- Classic Chrysler Jeep Dodge Ram, Goldsboro, NC
- Lee Hyundai of Goldsboro, Goldsboro, NC
- Team Chevrolet, Goldsboro, NC
- Antioch Fire Department, Johnston County, NC
- Black Creek VFD, Wilson County, NC

2.2.6 – Superintendent – Randy Hobson

Randy is one of our most experienced superintendents that has a lifelong career in construction. Randy has been with us 19 years and in recent years has been a staple in our design build automotive projects. His knowledge and input come naturally and will not hesitate to ensure compliance with the design and work completed to proper standards.

Randy is also a skilled carpenter and his talents will be an asset to this project.



2.2.7 – Safety Director – John Wooten

John is a dual threat for Jackson Builders. He has championed our safety program since his arrival three years ago. He is also a Project Manager and therefore understands the practical application of the safety standards in the practice and not just theory. He has navigated an elective OSHA consultative services arrangement to strengthen Jackson Builders' position as a leader in safety for the benefit of our employees and protection of our clients.

He is an ECU grad and current ECU MBA graduate student. He is also OSHA 30 certified and a CPR / First Aid trainer.



2.2.8 – Operations Manager – Larry Garner

Thirty-eight total years of construction experience with steel erector, fabrication, and conventional construction as a Construction Field Manager and Safety Administrator.

Thirty-six years has been with Jackson Builders. He has extensive experience in scheduling, logistics, and field operations management. There is not a pre-engineered building erected by Jackson Builders that Larry has not had some part in over the last 15 years. He has developed critical relationships not only with our subcontractors, but our clients.

Larry's expertise and knowledge in pre-engineered buildings is second to none. He is consulted on almost every substantial construction performed by Jackson Builders.



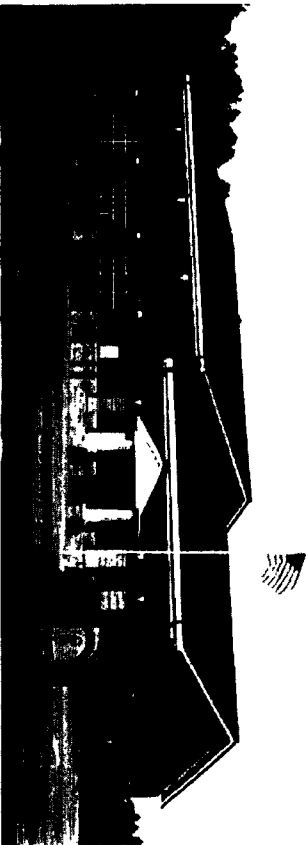
Jackson Builders Roles

- Steel Foreman – 21 years
- Field Operations (including Safety) – 15 years

2.3 - Relevant Projects

2.3.1 - Relevant Project - 50-210 Fire Department

50-210 Fire Department - 50 Grounck Road, Pigeon, NC

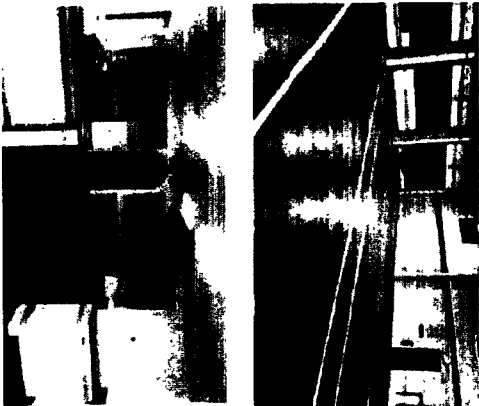


Project Summary:
Completed 2017

Jackson Builders provided a turnkey fire department for an 8,000 square foot building with a standing seam roof, block walls, and stone/brick veneer. It has 3 drive thru apparatus bays with epoxy floors. It includes living quarters, showers and restrooms, utility and equipment rooms, and a full kitchen. Building is a Butler Manufacturing pre-engineered building

Project Budget was \$1MM plus with approx. 5% change orders

Reference Contacts:
Nathan Burgess - Fire Chief
Nathan.burgess@50210fire.com
919-894-4763



"JACKSON BUILDERS ALWAYS STEPPED UP TO PROVIDE A HIGH-QUALITY PRODUCT WITH A SEAMLESS OPERATION."

2.3.2 - Relevant Project - Deacon Jones Auto Group AutoPark

Deacon Jones Auto Group Goldsboro AutoPark - Goldsboro, NC (Highway 70)

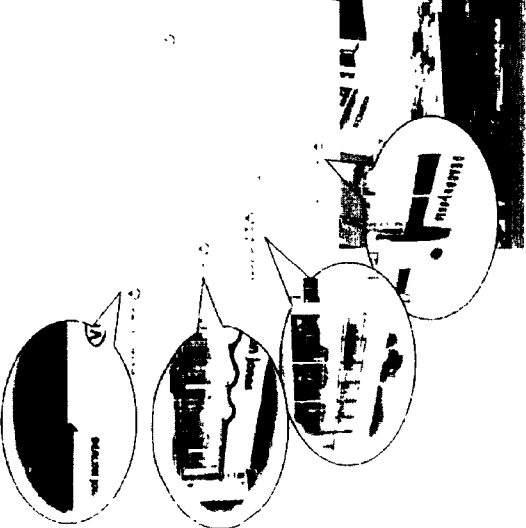


Project Summary:
AutoPark Completed from 2010 - 2020

Design Build 4 dealerships side by side for Deacon Jones Auto Group. Each project included a state-of-the-art show room, administrative, and maintenance/service shop with multiple bays. From design to installation of shop equipment, Jackson Builders provide turnkey construction services

Project Budgets were \$2MM plus for each facility. Minimal change order history for these projects

Reference Contacts:
Ken Jones - Owner
Kim Bogue - CFO | 919-736-3387 x2480

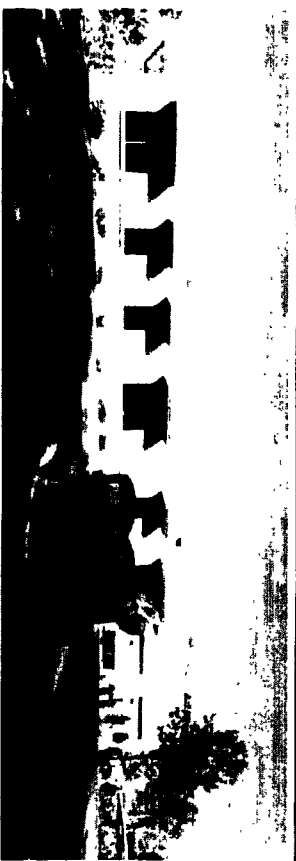


"GREAT WORK, DEADLINE SENSITIVE, AND OUTSTANDING COMMUNICATION"



2.3.3 – Relevant Project – Town of Knightdale Public Works

Town of Knightdale Public Works Operations Center – Knightdale, NC



Project Summary:

Completed from 2019

Design Build project for Town of Knightdale Public Works included Office, conference and open work areas for employees, as well as maintenance area for all town vehicles

Facility designed with Butler Manufacturing pre-engineered buildings featuring Butler MR-24 standing seam roof, simple seaver insulation system and wide-span structural system with no interior columns

Project Budget was \$1.3 MM plus with approx 2% change orders

Reference Contacts

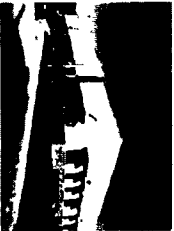
Phillip Burton – City Manager

919.217.2260

Links to Videos

[Video 1](#)

[Video 2](#)



"I WOULD NOT HESITATE TO CONTRACT WITH JACKSON BUILDERS, THEIR STAFF AND WORK ETHIC WAS EXEMPLARY"

2.4 – Letters of Reference

RETURNED QUESTIONNAIRE FOR PROJECT ALLOCATION

Company Name: Jackson Builders Inc.
Address: 1000 S. 10th St.
Goldston, NC 27530

Years in Business: 21 years
New for 5 years or less

Project Name	Project Location	Project Type	Project Status	Project Completion Date
Project 1	Project 1 Location	Project 1 Type	Project 1 Status	Project 1 Completion Date
Project 2	Project 2 Location	Project 2 Type	Project 2 Status	Project 2 Completion Date
Project 3	Project 3 Location	Project 3 Type	Project 3 Status	Project 3 Completion Date
Project 4	Project 4 Location	Project 4 Type	Project 4 Status	Project 4 Completion Date
Project 5	Project 5 Location	Project 5 Type	Project 5 Status	Project 5 Completion Date
Project 6	Project 6 Location	Project 6 Type	Project 6 Status	Project 6 Completion Date
Project 7	Project 7 Location	Project 7 Type	Project 7 Status	Project 7 Completion Date
Project 8	Project 8 Location	Project 8 Type	Project 8 Status	Project 8 Completion Date
Project 9	Project 9 Location	Project 9 Type	Project 9 Status	Project 9 Completion Date
Project 10	Project 10 Location	Project 10 Type	Project 10 Status	Project 10 Completion Date

Project Name: [Project Name]
Project Location: [Project Location]
Project Type: [Project Type]
Project Status: [Project Status]
Project Completion Date: [Project Completion Date]

REFERENCE QUESTIONNAIRE FOR
PROPOSAL APPLICATION

James Builders, Inc.
1441 W. Grandview Street
Littleton, CO 80120

Has your company ever been bonded for construction?
Don't know (Fred, Honda, Nissan, Kia) - Bond Referrals handled
Don't know (BMW, Chrysler, Dodge, Jeep)

	Yes		No	
	Count	Percentage	Count	Percentage
1. Yes, bonded for construction	1	100%	0	0%
2. No, not bonded for construction	0	0%	1	100%
3. Yes, bonded for construction	1	100%	0	0%
4. No, not bonded for construction	0	0%	1	100%
5. Yes, bonded for construction	1	100%	0	0%
6. No, not bonded for construction	0	0%	1	100%
7. Yes, bonded for construction	1	100%	0	0%
8. No, not bonded for construction	0	0%	1	100%

What is the name of the construction company?
James Builders, Inc.
What is the name of the construction company?
James Builders, Inc.
What is the name of the construction company?
James Builders, Inc.

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James Builders, Inc.
What is the name of the construction company?
James Builders, Inc.

REFERENCE QUESTIONNAIRE FOR
PROPOSAL APPLICATION

James Builders, Inc.
1441 S. Hwy 70W
Littleton, CO 80120

Has your company ever been bonded for construction?
Don't know (Fred, Honda, Nissan, Kia) - Bond Referrals handled
Don't know (BMW, Chrysler, Dodge, Jeep)

	Yes		No	
	Count	Percentage	Count	Percentage
1. Yes, bonded for construction	1	100%	0	0%
2. No, not bonded for construction	0	0%	1	100%
3. Yes, bonded for construction	1	100%	0	0%
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James Builders, Inc.

2.5 - Legal Standing

2.5.1 - Legal and Other Notes:

Jackson Builders, Inc. does not have any active or pending litigation. Also, we have not had any legal actions against our company in any form during the last 3 years. We have not failed to complete work awarded to it nor has it been removed from any project.

We routinely utilize disadvantaged and minority business enterprises. Dollar value and specific trades used vary for each of our projects. We strive to present all companies regardless of sex, race or other minority status an opportunity to work with our team to deliver you long lasting, successful results at a value to the owner.

2.5.2 - Safety:

Safety is a daily focus for Jackson Builders and its team and has been for years. Our experience mod rates and low incident history prove that.

Experience Modification	
Date	Rate
12/31/2020	0.84
12/31/2019	0.86
12/31/2018	0.86
12/31/2017	0.85
12/31/2016	0.84

The following Incident rate per our OSHA logs for the last three years

Date	# of Injuries & illnesses that resulted in lost work days or days restricted activity	Total number of hours worked by all employees during the calendar year
12/31/2020	0	63,960
12/31/2019	0	56,160
12/31/2018	0	49,920

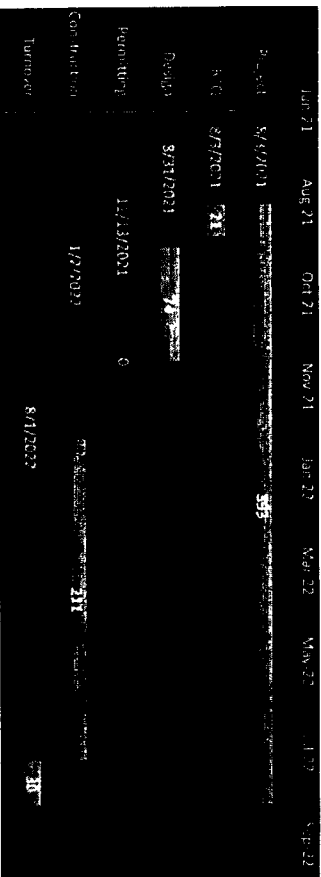
Other Safety information:

Governing Entity		#
Repeat Violations	OSHA	none
Citations	OSHA	none
Work Related Fatalities	OSHA	none
Suspensions	NCDOT or Related	none

Section 3 - Schedule & Estimate

3.1 - Duration Schedule - Summary

Milestone	START	END	DURATION (weeks)
Project	8/3/2021	11/24/2022	68.3
RFQ	8/3/2021	9/14/2021	6.0
Design	9/21/2021	12/4/2021	10.6
Permitting	12/4/2021	1/18/2022	6.4
Construction	1/23/2022	10/25/2022	39.3
Turnover	10/25/2022	11/24/2022	4.3



3.2 - Duration Schedule - Detail

Milestone	START	END	DURATION (weeks)
Project	8/3/2021	11/24/2022	68.3
RFQ	8/3/2021	9/14/2021	6.0
RFQ Response Submitted	8/3/2021	8/10/2021	1.0
Notice to Proceed & Award	8/10/2021	9/7/2021	4.0
Pre-Construction Meeting - Joint meeting with Duplin County and Design Build Team	9/7/2021	9/14/2021	1.0

Design	9/21/2021	12/4/2021	10.6
Conceptual Plans and Review	9/21/2021	10/5/2021	2.0
Site Plans & Erosion Control	10/5/2021	12/4/2021	8.6
Architectural	10/5/2021	12/4/2021	8.6
Structural	10/5/2021	12/4/2021	8.6
PME	10/5/2021	12/4/2021	8.6
Permitting	12/4/2021	1/18/2022	6.4
County Site and Stormwater	12/4/2021	1/18/2022	6.4
NCDENR - Erosion Control	12/4/2021	1/18/2022	6.4
County Building	12/4/2021	1/18/2022	6.4
Other (Utilities, etc.)	12/4/2021	1/18/2022	6.4
Construction	1/23/2022	10/25/2022	39.3
Building Pad & Rough Gracing	1/23/2022	2/13/2022	3.0
PME Rough-ins / Foundation	2/14/2022	3/14/2022	4.0
Steel Erection	3/19/2022	7/17/2022	17.1
Framing - Interior & Exterior	7/18/2022	8/8/2022	3.0
PME Rough-ins - Interior	7/10/2022	7/24/2022	2.0
Masonry	7/10/2022	8/7/2022	4.0
Finishes / Drywall	8/8/2022	10/3/2022	8.0
PME Trim Out	10/4/2022	10/25/2022	3.0
Stone Paved Areas	8/8/2022	8/22/2022	2.0
Sidewalks / Paving / Landscaping	8/23/2022	9/20/2022	4.0
Turnover	10/25/2022	11/24/2022	4.3

3.3 - Estimate - Summary

These amounts are purely budgetary estimated costs based on recent industry costs. The following are excluded from the estimated costs: Furnishings, phone and data systems, tools and shop equipment

Summary/Level Estimate	A. Design	B. Building	C. Site Development & Utilities	D. Gen Conditions	Grand Total
0 - General	53,475	199,941	123,840	(377,256)	-
1 - Admin / Parking		652,631	110,666	199,915	963,212
2 - Transit Vehicle / Parking		-	241,658	64,140	305,798
3 - Covered Van Parking		207,598		56,597	264,195
4 - Car Wash		102,716	26,450	33,962	163,128
5 - Fueling Area		118,669		22,642	141,311
Grand Total	53,475	1,281,555	502,614	-	1,837,644

Duplin County
Buyout Lease Program Policy

Article I. Purpose

The purpose of the Buyout Lease Program is to ensure compliance with the conditions of the Hazard Mitigation Grant Program with the intent that all buyout properties be maintained in perpetuity as uninhabited open space. Duplin County (the "lessor") has a vested interest in monitoring and managing the properties acquired in federal and state acquisition grant programs to benefit the residents of Duplin County and to incur the least cost and potential liability for the county. The policies set forth for the program ensure a fair and consistent process for the lease of Duplin County's buyout properties.

Article II. Application to Lease

All potential lessees are required to submit an Application to Lease Buyout Property. The Planning Department staff will review applications according to these policies, and will notify applicants of the approval or denial of an application within thirty (30) days of the date when the application is received by the department. In cases where the property is already being leased, applications must be filed at least thirty (30) days, and no more than sixty (60) days, prior to the expiration date on the current lease. The Planning Board reserves the right to waive or modify this filing period, however, if appropriate based upon exigent circumstances.

Article III. Prioritization

While Duplin County has the right to ultimately accept or reject lease applications for any reason, in its discretion, the priority set forth below will be weighed (among other factors) in cases where there are multiple applicants, in an effort to provide a fair and consistent process:

- (a) First Priority – Previous Property Owner
Previous property owner is defined as the owner of the real property acquired through a buyout program, who transferred title of the subject property to Duplin County.
- (b) Second Priority – Adjacent Property Owner
Adjacent property is defined as property sharing a boundary with the subject property or being directly across the road from the subject property. If more than one adjacent property owner has applied to lease the subject property, then owner-occupied adjacent property will have priority over tenant-occupied adjacent property. If two or more adjacent properties are owner occupied, the date of application will be the tiebreaker, with the earliest applicant having priority.
- (c) Third Priority – Nonprofit Group for Community Use
Nonprofit group for community use is defined as a nonprofit organization using the property for the benefit of the community such as for education, agriculture, organization activities, civic use, or public recreation
- (d) Fourth Priority – Private Use
Private use is defined as any individual or group using the property for private use, such as gardening, grazing, occasional camping, exercise, or recreation.
- (e) Appeals – The Duplin County Planning Department has developed these policies so the lease program is administered in a fair and consistent manner. If any disputes

should arise in the administration of these policies, the Planning Board will hear appeals. Applicants may present appeals at any regularly scheduled meeting of the Planning Board. The Planning Board reserves the right to deviate from the policy when the Board determines it to be in the best interest of the County. Such deviation must be determined by a majority vote of the Planning Board.

Article IV. Rent

The annual rent is typically \$50.00 per parcel for individuals and groups, including nonprofit organizations earning revenue from the use of the property. Nonprofit organizations not earning revenue from the use of the property may be entitled to a discounted rate with proof of tax exempt status. The rent may also be discounted for lessees leasing two or more contiguous parcels. Rent is due at the time of the execution of the lease, payable by cash, check, or money order.

Article V. Lease Terms

The standard term for a standard buyout lease shall be 12 months. The beginning date of any lease term shall be the first day of the month after the lessee's application is approved. Lessees may lease the property for subsequent one-year terms upon the mutual agreement of the lessee and lessor. Each one-year lease term is separate and distinct from any previous lease term and is not considered a renewal.

It is the responsibility of the lessee to notify the Planning Department of their intent to lease the property for a subsequent term at least thirty (30) days prior to the expiration of the current lease term. In cases where the lessee intends to seek a subsequent lease term, other applications must be filed during the period prescribed by Article II above. If no applications are received during the filing period and the lessee does not intend to seek a subsequent term, the property will become available and open for applications upon expiration of the current lease. The Planning Department is not obligated to inform any lessee of an expiring lease term. The lessor may terminate any lease with thirty (30) days' notice to the lessee of its intent terminate.

Article VI. Long-Term Leases

At the discretion of the Planning Board, a long-term lease for a term of up to five (5) years may be available to lessees that have favorably leased a property for at least two subsequent standard lease terms. Lessees are responsible for paying any expenses required to establish a long-term lease, such a publication of a public notice, in addition to the annual rent amount

Article VII. Property Use & Upkeep

The real property is restricted to certain uses, as follows: open space, recreational, or wetlands; which include: parks, outdoor recreational activities, nature reserves, cultivation, and grazing. No other uses are to be permitted upon the property. At expiration of lease, the property must be returned to lessor in the same condition as when leased.

The following items and actions are prohibited on buyout lease properties:

- Buildings or structures of a permanent or semi-permanent construction
- Impermeable surfaces or ground coverings
- Solid fencing (e.g. wooden fence panels)
- Hunting

The lessee shall maintain the real property in good and safe condition, including cutting

grass, trimming shrubs and plants as necessary, and insuring that no trash or other debris accumulates upon the property.

Article VIII. Access

The lessor and its agents or other representative shall have the right to enter upon the lease property at all reasonable hours for the purpose of examining the property. The lessor and its agents are not required to notify the lessee of a site visit. Lessees are required to provide the Planning Department with a copy of a key for any gate, chain, or barrier that controls access to the property.

Article IX. Adoption

The Duplin County Buyout Lease Program Policy was adopted upon a majority vote of the Duplin County Planning Board and the Duplin County Board of Commissioners on the dates indicated below.

Adopted by the Duplin County Planning Board the ____ day of _____, 2022.

Bill Outlaw, Chairman
Duplin County Planning Board

Attest:

Elizabeth Stalls, County Planner

Adopted by the Duplin County Board of Commissioners the ____ day of _____, 2022.

Dexter Edwards, Chairman
Duplin County Board of Commissioners

Attest:

Davis H Brinson, Clerk to the Board



DUPLIN COUNTY

APPLICATION TO LEASE BUYOUT PROPERTY

Date of Application: _____ Parcel # of Buyout Property: _____

Address of Buyout Property: _____

Applicant Name: _____

Home Address: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Are you the former owner of the property? (circle one) Yes No

Do you own the adjacent property? (circle one) Yes No

What is the proposed use of the property? (Please be specific)

How do you propose to maintain the property?

Staff Review Date: _____ Reviewed By: _____

Recommendation: _____

MOBILE HOMES REGISTRATION ORDINANCE

75-02

TITLE

This ordinance shall be known and may be cited as an ordinance for the registration of mobile homes, house trailers and similar vehicular equipment designed for use for habitation or business quarters in Duplin County.

MOBILE HOME DEFINED

a. Any structure that consist of a single unit completely assembled at the factory, or two (double-wide) or three (triple-wide) principal components, totally assembled at the factory and joined together at the site; and

b. is designed so that the total structure (or in the case of double-wides or triple-wides, each component thereof) can be transported on its own chassis; and

c. is over 34 feet in length and over 8 feet in width; and

d. is designed to be used as a dwelling or place of business and may or may not provide complete, independent living facilities, including permanent provisions for living, sleeping, eating, cooking, and sanitation; and

e. is actually being used, or held ready for use as a dwelling or place of business.

AUTHORITY

Duplin County hereby exercises its authority to adopt and enforce an ordinance to require the annual registration of mobile homes, house trailers and similar vehicular equipment designed for use for habitation or business quarters in Duplin County; and to provide that a sticker obtained from the tax supervisor of Duplin County be displayed on the mobile home, house trailer or similar vehicular equipment as evidence of registration pursuant to General Statute 153A-138.

Be it, therefore, ordained by the Duplin County Board of Commissioners that, pursuant to G. S. 153A-138, after January 1, 1976 all persons, firms, corporations, associations or partnerships, owning or living in a mobile home, house trailer or similar vehicular equipment designed for use for habitation or business quarters shall list with the Duplin County Tax Supervisor or tax lister said vehicle for ad valorem taxes in the township in which the said property is located.

At the time of said registration the said registrant of the mobile home, house trailer or similar vehicular equipment designed for use for habitation or business quarters will be given an official sticker by the list-taker or tax supervisor to be affixed to said mobile home, house trailer or similar vehicular equipment, and it shall be displayed in prominent place on said vehicle. No fee will be charged for the registration sticker.

All persons owning or residing in a mobile home, house trailer or similar vehicular equipment shall annually register with the list-taker or tax supervisor of Duplin County such vehicle and shall display an official sticker provided by Duplin County in a prominent place on said mobile home, house trailer or similar vehicular equipment designed for use for habitation or business quarters.

PARTIAL INVALIDITY

If any provision or clause of this ordinance effective mobile homes, house trailers and similar vehicular equipment designed for use for habitation or business quarters in Duplin County shall be declared invalid by the courts, such declaration shall not invalidate any other provision or clause of said ordinance.

VIOLATIONS

If any person shall violate the rules and regulations of this ordinance, he or she shall be guilty of a misdemeanor and punishable by a fine not to exceed fifty dollars or imprisonment not exceeding thirty days, as provided in the General Statutes of North Carolina.

CONFLICT WITH OTHER ORDINANCE OR REGULATIONS

Where another applicable regulation, ordinance, or statute imposes more restrictive regulations than those contained in this ordinance, the more restrictive ordinance shall govern.

EFFECTIVE DATE

This ordinance was adopted by the Duplin County Board of Commissioners this 3rd day of November, 1975, and shall be in full force and effect on and after the 1st day of January, 1976.

DUPLIN COUNTY BOARD OF COMMISSIONERS

S/S Gerald Quinn, Chairman

ATTEST:

S/S Russell Tucker

Clerk to the Board

§ 153A-138. Registration of mobile homes, house trailers, etc.
A county may by ordinance provide for the annual registration of mobile homes, house trailers and similar vehicular equipment designed for use as living or business quarters and for the display of a sticker or other device thereon as evidence of such registration. No fee shall be charged for such registration. (1975, c. 693.)

Month End Report
December 2021

Airport Staff		Airport Commission Members	
George Furelle	Jack Alphon	Roger Davis	Ricky Kennedy
Josh Rayner	Joe Bryant	Larry DeRose	Bob Quinn
A.J. Warren & Payne Bryan	A.J. Connors	Dexter Edwards	Jerry Tysinger

Hours of Operation	
Year-Round Schedule Effective July 1, 2021	
Sunday	1:00 pm – 6:00 pm
Monday - Friday	7:00 am – 6:00 pm
Saturday	8:00 am – 6:00 pm

Closed Thanksgiving and Christmas Days Only

FY 20/21		\$ SALES		# of Gallons		Previous FY	
	Av-Gals	Int-A	Total	Int-A	Total	Gallons	
July	\$8,002.56	\$33,078.52	\$41,081.08	1,739.28	9,641.38	11,380.66	9,111.27
August	\$4,773.28	\$54,459.65	\$59,182.93	1,026.78	16,173.72	17,200.50	9,884.32
September	\$5,885.53	\$25,942.30	\$31,807.83	1,244.48	7,490.37	8,734.85	13,231.75
October	\$6,605.11	\$53,001.70	\$59,606.81	1,346.28	15,727.68	17,103.94	9,608.95
November	\$7,094.21	\$57,355.83	\$64,450.04	1,485.64	15,044.68	16,530.34	6,565.58
December	\$6,194.31	\$46,526.39	\$52,720.70	1,205.46	12,055.96	13,261.42	8,383.68
January			\$0.00			0.00	5,446.13
February			\$0.00			0.00	8,075.38
March			\$0.00			0.00	14,383.50
April			\$0.00			0.00	17,619.24
May			\$0.00			0.00	16,520.18
June			\$0.00			0.00	15,435.75
TOTAL	\$58,485.00	\$270,544.39	\$329,029.39	76,124.77	84,133.71		134,626.74

Products Sold		Dec		YTD	
Hanger/Shop Rental	4530-34547	\$70,711.60	\$116,211.60		
Oil Sales	4530-34548	\$0.00	\$177.90		
Call Out Fees	4530-34533	\$1,350.00	\$2,250.00		
Ramp Fees	4530-34534	\$0.00	\$600.00		
Vending	4530-34532	\$90.00	\$156.00		
Tadown Fees	4530-34535	\$0.00	\$30.00		
Ground Lease	4530-34536	\$0.00	\$0.00		
Misc Rev	4530-38390	\$0.00	\$0.00		
Fuel Sales	4530-34548	\$64,450.04	\$309,449.39		
TOTAL Sales- All Products	4530-34548	\$136,601.64	\$428,368.89		
Total Project \$					\$4,795,562.00

Projects		Project #		\$ Amount	
Master Plan		7546		\$2,000,000.00	
New T Hangar		7544		\$2,028,567.00	
NCS-Site		7547		\$1,000,000.00	
NCS-Hanger		7548		\$5,466,000.00	
Drainage Areas		7549		\$100,000.00	
AWOS Tree Chovr		7551		TBD	

Recent Project Activity & Updates	
Grounds, mx season has all but ended. Equipment cleaned/stored. T-Hangar #1 roof was re-painted, property lines shrubbed.	
Airport Master Plan / AIP Update Project will be completed Spring 2022. EDC Airport Master Plan to be completed soon as well.	
New T-hangers fully occupied. All legacy T-hangers occupied. Limited space available in Community Hangar.	
Airfield infield drainage structure failure repair project grant issued by NCDOT. Phase-I includes investigation/design/bid.	
Land Use/Height Restriction Ordinances updates underway. AWOS Critical Area Clearing Project environmental work begins soon.	
NCS Hanger Complex Project construction nearing completion after unsuitable soils issue. January completion, February opening.	
Fuel sales down slightly in December compared to October/November but that is typical for December.	



Airport Sales To For This Fiscal Year	
Percentage of Total For Sales	46%
Percentage sold to Trips Customers	46%
Percentage sold to DPL Based	54%
Average Avgas Gallons Sold Per Month = 1,361	
Average Jet-A Gallons Sold Per Month = 1,361	
Percentage of Total Fuel Sales	90%
Percentage sold to Trips Customers	8%
Percentage sold to DPL Based	92%
Average Jet-A Gallons Sold Per Month = 12,691	

Operations YTD Totals	
# Aircraft	225
# Operations	528
# Passengers	424
Jul	93
Aug	170
Sept	226
Oct	253
Nov	287
Dec	234
Jan	417
Feb	
Mar	
Apr	
May	
Jun	
Totals	717
Avg/Mth	232.5
	526.3

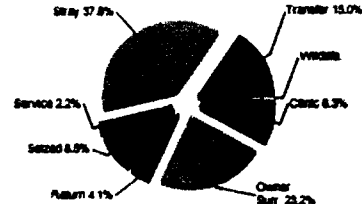
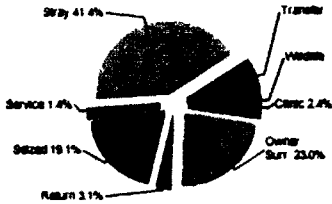
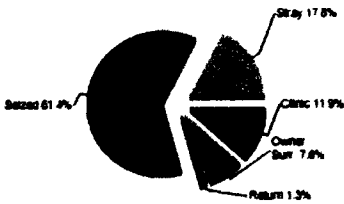
Other Miscellaneous Information	
Airport Commission meets 4th Tuesday's at 7PM	
Check us out on Facebook-Duplin County Airport	
DPL Total Economic Impact = \$64,800,000.00	
2021 Based Aircraft Value = \$25,435,657.00	



Shelter Statistics - Intake

Start Date: October 01, 2021
End Date: December 31, 2021

USNC100 Duplin County Animal Services	Your Shelter					North Carolina (66 organizations)					United States (1430 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Intake That were:															
Previously Altered	0	7	1	3	0	298	1,140	541	834	27	14,811	45,382	23,431	32,881	766
Totals by Intake:															
Clinic	8	44	8	4	0	55	192	66	92	0	5,190	8,711	10,162	11,036	348
Owner Surrender	15	6	13	7	0	715	948	1,173	897	81	15,503	25,963	28,696	22,923	6,728
Return	1	5	0	1	0	78	241	78	107	4	3,031	7,542	2,865	3,819	327
Seized	62	104	26	136	3	340	1,254	579	963	35	5,209	17,729	4,264	6,893	2,490
Service	0	0	0	0	0	36	50	43	107	1	623	2,894	1,962	3,504	260
Stray	19	21	22	33	1	925	2,072	1,959	1,875	41	21,433	49,736	49,734	38,265	3,030
Transfer	0	0	0	0	0	386	368	582	184	26	20,761	17,773	17,464	7,768	807
Wildlife	0	0	0	0	0	0	0	0	0	46	0	0	0	0	4,214
Total	105	180	69	181	4	2,535	5,125	4,480	4,225	234	71,750	130,348	115,147	94,208	18,204



Earliest entry: 10/1/2021
Latest entry: 12/31/2021

EMPOWERING ANIMAL WELFARE THROUGH DATA MANAGEMENT



Shelter Statistics - Outcome

Start Date: October 01, 2021
End Date: December 31, 2021

USNC100 Duplin County Animal Services	Your Shelter					North Carolina (66 organizations)					United States (1430 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
A) Have Email Address	2	7	1	0	0	1,083	1,793	2,754	1,164	113	45,427	65,564	100,569	49,566	8,004
B) Have Phone Number	18	76	7	7	1	1,499	3,177	3,220	1,519	150	52,563	95,442	114,036	63,255	9,896
C) Have ZipCode	15	70	7	9	1	1,486	3,127	3,175	1,487	140	51,837	94,189	112,362	61,689	9,762
Adoption	10	19	1	2	0	1,278	1,867	3,102	1,245	133	43,571	57,424	101,360	45,814	8,848
Clinic	8	44	8	4	0	54	193	64	93	0	5,104	8,150	10,051	10,928	287
Died	0	0	2	3	0	19	14	144	71	6	790	680	3,744	1,910	498
DOA	0	0	0	1	0	1	19	3	20	7	146	3,174	256	3,683	1,964
Euthanasia	2	22	16	126	0	101	1,152	690	2,154	47	2,039	17,403	6,939	17,737	3,312
Missing	0	0	0	0	0	1	8	2	10	0	41	176	212	217	17
Return To Owner	2	20	0	3	1	158	1,108	30	116	18	3,843	30,345	1,437	4,755	423
Service	0	0	0	0	0	32	44	64	146	0	478	1,124	2,554	5,392	53
Transfer	85	85	54	61	0	775	1,060	1,025	620	21	11,420	16,736	11,528	10,921	1,965
Wildlife	0	0	0	0	0	0	0	0	0	9	0	0	0	1	1,570
Total	107	190	81	200	1	2,419	5,465	5,124	4,475	241	67,432	135,212	138,081	101,358	18,937

Earliest entry: 10/1/2021
Latest entry: 12/31/2021

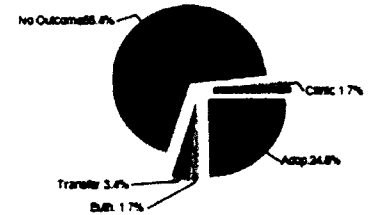
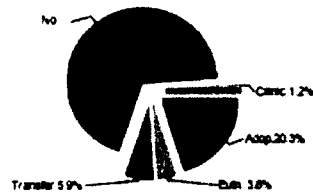
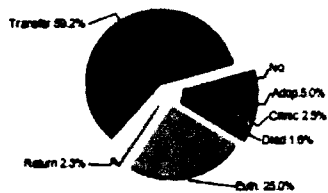
EMPOWERING ANIMAL WELFARE THROUGH DATA MANAGEMENT



Shelter Statistics – Animal Care Days by Outcome Type

Start Date: October 01, 2021
End Date: December 31, 2021

Outcome Type	Your Shelter					North Carolina (66 organizations)					United States (1430 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Adoption	43	125	27	22	0	27051	35329	92215	28220	2802	828136	1128408	2740753	1059056	191496
Adopted	0	111	0	0	0	16	71	20	2	0	6737	11635	19342	22569	257
Euthanasia	0	0	9	61	0	213	146	2480	726	197	12141	11987	66592	28766	6470
Return to Owner	14	232	75	774	0	2699	12426	7690	11620	26	32127	170892	76432	116936	7320
Missing	0	0	0	0	0	16	315	302	215	0	2869	5343	14945	5940	554
Return To Owner	14	76	0	6	3	676	3812	284	643	40	14665	83269	12305	27495	1567
Service	0	0	0	0	0	20	2	70	935	0	1013	5787	14246	23691	490
Transfer	535	748	745	566	0	9554	14656	18337	11584	205	166531	247838	229940	153413	29152
Wildlife	0	0	0	0	0	0	0	0	0	1	0	0	0	6	3414
No Outcome	0	24	0	0	1/4	68943	275352	146087	132069	6891	2271956	5057717	4687409	3937236	494045
Total	606	1316	856	1429	177	109189	342109	267486	186014	10163	3336174	6722875	7861965	5375110	734765



Earliest entry: 10/1/2021
Latest entry: 12/31/2021

EMPOWERING ANIMAL WELFARE THROUGH DATA MANAGEMENT

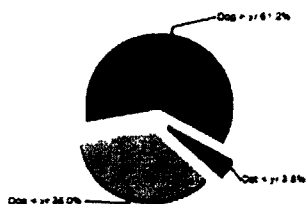


Shelter Statistics - Fees and Revenue

Start Date: October 01, 2021
End Date: December 31, 2021

Fees	Your Shelter					North Carolina (66 organizations)					United States (1430 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Intake Revenue															
Avg Fees (\$)	0	0	0	30	0	37	31	27	33	38	51	60	39	53	34
Total Revenue (\$)	0	0	0	60	0	185	1,685	680	965	150	78,264	343,369	86,529	225,553	31,481
Adoption Revenue															
Avg Fees (\$)	46	40	35	0	0	153	101	88	61	25	220	121	97	62	34
Total Revenue (\$)	320	560	35	0	0	85,179	96,488	113,137	32,616	785	4,207,841	3,546,779	4,135,571	1,359,361	142,033

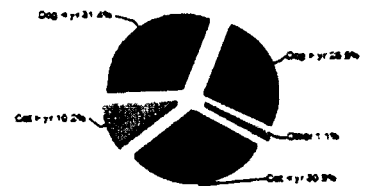
Total Adoption Revenue



Total Adoption Revenue



Total Adoption Revenue



Earliest entry: 10/1/2021
Latest entry: 12/31/2021

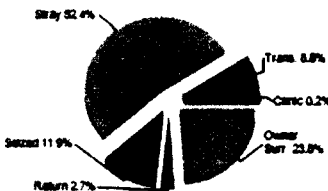
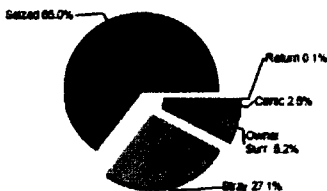
EMPOWERING ANIMAL WELFARE THROUGH DATA MANAGEMENT



Shelter Statistics – Animal Care Days by Intake Type

Start Date: October 01, 2021
End Date: December 31, 2021

Intake Type	Your Shelter					North Carolina (66 organizations)					United States (1430 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Clinic	0	111	0	0	0	16	71	71	2	0	198296	537603	185446	214245	2818
Owner Surrender	25	51	70	83	0	36327	50672	75231	50920	4981	700859	1268430	1648768	1339408	271881
Return	0	6	0	0	0	2650	13116	2166	6813	384	88019	461008	86848	280753	11777
Seized	423	1001	283	990	153	13621	44080	28569	22326	346	196282	637272	311114	322448	105451
Service	0	0	0	0	0	149	316	419	705	0	6953	46510	30046	24074	5979
Stray	158	147	503	357	24	36171	207025	137903	96693	2095	1198084	2432508	4510777	2605506	201189
Transfer	0	0	0	0	0	20255	26830	23126	8555	2018	947682	1339545	1088966	588676	80486
Wildlife	0	0	0	0	0	0	0	0	0	338	0	0	0	0	55183
Total	606	1316	856	1429	177	109189	342109	267486	186014	10163	3336174	6722875	7861985	5375110	734765



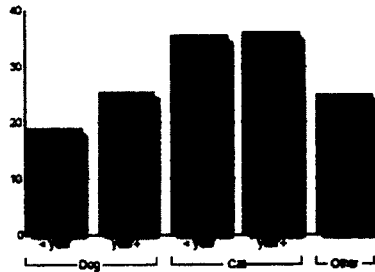
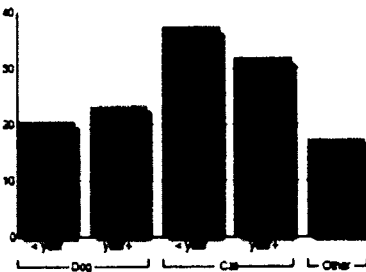
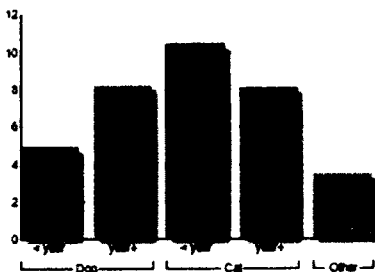
First entry: 10/1/2021
Latest entry: 12/31/2021



Shelter Statistics - Avg Length of Stay by Outcome Type

Start Date: October 01, 2021
End Date: December 31, 2021

Outcome Type	Your Shelter					North Carolina (66 organizations)					United States (1430 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Adoption	3.4	6.8	5.2	22.1	0	29.2	42.1	47.4	76.9	27.5	23.2	41.6	42	56.7	35.5
Clinic	0	2.5	0	0	0	0.3	0.4	0.1	0.2	0	1.3	4.2	1.8	5.5	1
Died	0	0	4.5	20.3	0	9.8	26.3	22.8	84.3	42.6	19.7	122	24.8	132.1	47
Euthanasia	12	13.6	6.8	6.2	0	19.6	17.3	14.1	6.7	0.6	13.3	19.5	15.2	13.6	5.2
Missing	0	0	0	0	0	15.6	151.3	88.5	258.4	0	93	152.7	137	304.4	81.8
Return To Owner	2.2	4.3	0	2	3.5	3.3	3.8	7.7	12.2	2.2	3.6	4.2	12.4	12.1	11.9
Service	0	0	0	0	0	0.6	0.1	1.1	6.5	0	2	10.2	5.3	15.9	18.8
Transfer	5.5	10.9	13.2	11.7	0	12.8	22.3	30	35.3	9.7	17.1	27.6	33.5	26.5	55.5
Wildlife	0	0	0	0	0	0	0	0	0	0.1	0	0	0	6.1	3.1
Total	4.9	8.2	10.4	8.1	3.5	20.7	23.5	37.3	32	17.4	18.9	25.7	35.6	36	25.1



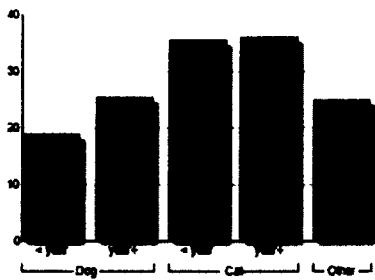
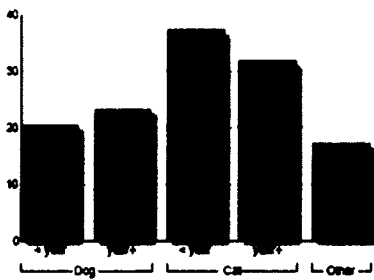
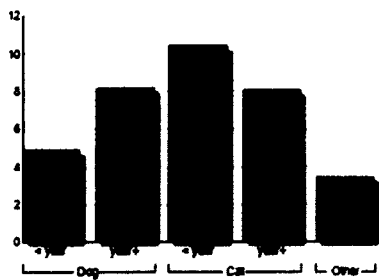
First entry: 10/1/2021
Latest entry: 12/31/2021



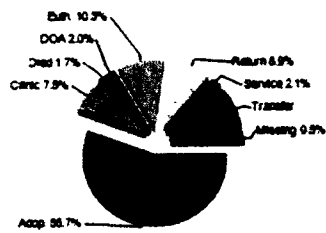
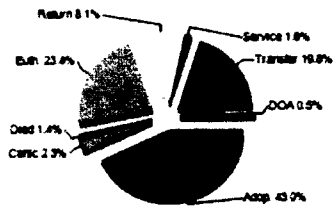
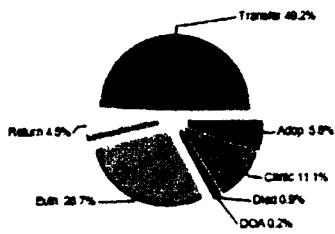
Shelter Statistics - Avg Length of Stay by Intake Type

Start Date: October 01, 2021
End Date: December 31, 2021

Intake Type	Your Shelter					North Carolina (66 organizations)					United States (1430 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Clinic	0	2.5	0	0	0	0.3	0.4	0.1	0.2	0	1.4	3.9	1.7	5	1.4
Owner Surrender	1.7	8.6	5.4	9.5	0	20.3	26.5	40.7	38.7	28.4	19.1	27.6	33.4	40.2	27.5
Return	0	0.6	0	0	0	11.6	24.5	17.4	41.2	13.9	10.5	38.7	13.5	66.5	28.2
Seized	5.6	10.7	8.4	7.4	3.5	20.1	26.5	34.1	26.5	5.4	22.9	27.7	40.3	30.4	49.7
Service	0	0	0	0	0	1.6	3.5	9.8	7.3	0.1	4.4	5.6	16.4	4.8	23.7
Stray	7.5	7.6	19.9	11.1	0	15.6	19.6	40	33.8	12	21	22.9	44.7	40.4	27.1
Transfer	0	0	0	0	0	39.6	39.1	31.5	36.5	29.9	21.9	36	31.7	46.7	46.7
Wildlife	0	0	0	0	0	0	0	0	0	0.7	0	0	0	0	1.9
Avg Length of Stay	4.9	8.2	10.4	8.1	3.5	20.7	23.5	37.3	32	17.4	18.9	25.7	35.6	36	25.1



Earliest entry: 10/1/2021
Latest entry: 12/31/2021



Earliest entry: 10/1/2021
Latest entry: 12/31/2021



Intake Detail Report

Print Date Monday, January 3, 2022

Duplin County
Animal Services
117 Middleton Cemetery Lane
Kenansville, NC 28349

Intake StartDate	12/1/2021 12:00 AM	Jurisdiction	All
Intake EndDate	12/31/2021 11:59 PM	Injury Cause	All
Intake Type	All	PreAltered	All
Intake SubType	All	Site Name	All
Species	All	Age Group	All
DOA	All	Animal Tag Type	All
Intake Status	Completed		

Animal#	Animal Name	Species	Breed	Age	Gender	Color	PreAltered	Intake Date	Intake Type	PetID
ARN	Tag type	Size	Location / Sublocation	Altered	Danger	Danger Reason	S/N	By	Subtype	DOA

Outcome Summary Report

Print Date Monday, January 3, 2022

Outcome StartDate	12/1/2021 12:00 AM	Outcome Type	All
Outcome EndDate	12/31/2021 11:59 PM	Outcome SubType	All
Species	All	Jurisdiction	All
Age Group	All	TransferOut Reason	All
Site	All	Outcome Status	Completed

Animal#	Name	Species	Primary Breed	Age	Sex	Alter	Outcome Type	Outcome SubType	Outcome By	Recorded By
ARN#	Secondary Breed		Danger				Jurisdiction	TransferOut Reason	Outcome Date/Time	

Case Detail

Print Date **Monday, January 3, 2022**

Case Category	All	Case Result	All	Include Activities	False
Case Type	All	Case Result By	All	Include Conditions	False
Case SubType	All	Case Memo Type	All	Include Memos	False
Case Status	All	Include Case Address	False	Include Violations	False
Case Officer	All	Include Animal Info	False	Based On	Case Date/Time
Officer Site	All	Include Person Info	False	Date From	12/1/2021 12:00 AM
Case Jurisdiction	All	Include Animals	False	Date To	12/31/2021 11:59 PM
City	All	Include Persons	False		
Patrol Area	All				

#	Case Category	Case Type	Case Date/Time	Case Status	Case Officer	Case Jurisdiction	Case Result	Case Result Date/Time
	Case Reference #	Case SubType	Reported Date/Time			Patrol Area	Case Result By	Case Review Date/Time

1. *Journal of the American Medical Association*, 1991; 266: 1033-1036.

Case Activity Crosstab

Print Date **Monday, January 3, 2022**

Date From	12/1/2021 12 00 AM	Case Officer	All	Activity Result	All
Date To	12/31/2021 11 59 PM	Patrol Area	All	Activity Result By	All
Based on	Activity Close Date/Time	Danger	All	ActivityType	All
Priority	All	Case Type	All	Activity SubType	All
Site	All	Case SubType	All	Activity State	All
Case Category	All	Jurisdiction	All	Activity Owner	All
Case Status	All	Condition	All	Activity Updated by	All
X	Case Category	Y1	Activity Type	Y2	Activity Subtype

	3	0	3
	0	1	1
	0	1	1
	0	3	3
	28	7	35
	1	0	1
	0	1	1
	10	0	10
	7	0	7
	5	0	5

Case Activity Crosstab

	8	0	8
	3	0	3
	0	1	1
	2	0	2
	1	0	1
	1	7	8
	69	21	90

DUPLIN COUNTY ANIMAL SERVICES

Dec-21

CANINE ADOPTION FEE	\$	400.00
CANINE PULL FEE	\$	775.00
FELINE ADOPTION FEE	\$	85.00
FELINE PULL FEE	\$	-
FIRST OFFENSE CITATIONS 76-24402	\$	-
HORSE/GOAT FEE	\$	-
LONNIE'S ANGELS 72-22065	\$	90.00
RODENT/PIG/RABBIT/GUINEA PIG	\$	-
SECOND OFFENSE CITATION 76-24402	\$	-
THIRD OFFENSE CITATION 76-24402	\$	-
CANINE VOUCHER	\$	1,000.00
FELINE VOUCHER	\$	160.00
RABVAC	\$	60.00
BITE INVESTIGATION	\$	-
BOARDING FEE	\$	30.00
BUILDING FUND 4381-34345	\$	1,200.00
DANGEROUS ANNUAL	\$	-
GENERAL DONATION	\$	-
JUDGEMENTS 4380-34347	\$	-
MISC 10-3438-410	\$	-
OWNER SURRENDER EUTHANASIA	\$	-
OWNER SURRENDER FEE 10-3438-410	\$	90.00
OWNER SURRENDER PER LITTER	\$	-
OWNER SURRENDER TRANSPORT	\$	-
POTENTIALLY DANGEROUS ANNUAL	\$	-
RECLAIM FEE	\$	50.00
RECLAIM/LIVESTOCK FEE	\$	150.00
VET FEES	\$	56.01
TOTAL AMOUNT	\$	4,146.01

SIGNATURE *[Signature]*

SIGNATURE _____

Revenue Report

Receipt Date From	12/1/2021 12:00:00 AM	Item	All
Receipt Date To	12/31/2021 11:59:00 PM	Item Group	All
Account Code	All	Site	All
Cash Drawer	All	Payment Type	All
Refunds	Include		

[illegible][illegible]

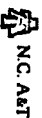
DUPLIN COUNTY BUILDING INSPECTIONS ACTIVITY JULY 2021 TO DECEMBER 2021	July-21	August-21	September-21	October-21	November-21	December-21
NUMBER OF INSPECTIONS	695	638	668	737	640	628
NOTES	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY
BUILDING PERMITS ISSUED						
NEW RESIDENCE	4	7	14	5	6	7
RESIDENTIAL ADDITION/RENOVATION/ALTERATIONS	5	6	9	10	8	2
COMMERCIAL/MULTI FAMILY NEW CONSTRUCTION	0	1	0	0	1	0
COMMERICAL ADDITION/RENOVATION/UPFIT	6	5	4	8	13	7
MANUFACTURED/MODULAR HOMES	28	23	25	23	21	27
SIGNS/ABC/DAYCARE/POOL/OTHER	6	5	9	9	5	5
STORM DAMAGE RENOVATION	3	0	0	2	1	0
RELOCATED BUILDING	1	0	0	2	0	0
STORAGE BLDG./DECK/PORCH	1	4	7	6	2	2
ELECTRICAL PERMITS ISSUED						
GENERAL ELECTRICAL	145	133	143	128	123	84
POULTRY/SWINE HOUSES	0	0	0	4	7	0
POOL BONDING	1	2	0	3	0	0
Mechanical Permits Issued						
MECHANICAL	74	74	61	68	60	66
Plumbing Permits Issued						
PLUMBING	66	59	66	53	57	49
GAS PIPING	17	17	16	14	13	8
Insulation Permits Issued						
INSULATION	0	0	2	2	1	2
FEES COLLECTED	30,168.56	28,362.68	33,606.52	28,743.48	29,471.74	26,573.42

DUPLIN COUNTY COMMUNICATIONS	2021	2021	2021	2021	2021	2021
	December	November	October	September	August	July
TOTAL # OF ADDRESSING RECORDS	48,526	48,525	36,198	48,532	48,537	48,583
TOTAL # OF ROADS, LANES & STREETS	2078	2078	2076	2074	2074	2073
TOTAL # TELEPHONE CO RECORD CHANGES	151	3188	408	315	415	876
KEYING ACTIVITY REPORT	99	101	191	177	193	457
DAILY AVERAGE DOWNLOAD FROM CENTURYLINK	7	167	19	15	18	41
NEW ADDRESS ASSIGNED	15	31	43	22	27	33
RESIDENTIAL	15	25	36	18	23	26
BUSINESS	0	0	0	0	1	1
FARMS	0	1	1	2	0	0
OTHER	0	5	6	4	3	8
FIELD VERIFIED ADDRESS FOR PHONE CO/USPS	0	0	3	24	4	4
ADDRESS CHANGED	0	0	4	2	2	4
ROAD SIGNS INSTALLED OR REPAIRED	152	151	172	156	119	173
ROAD SIGNS MADE IN HOUSE	9	54	39	25	28	35
POST TAKEN FROM INVENTORY	1	4	10	5	5	12
AT NUMBERS (INTERSECTIONS)	59	63	70	68	56	82
MAPS MADE IN HOUSE	3	2	1	4	22	5
CENTERLINE WORK	0	15	4	4	3	3
ADDRESS POINTS	10	34	27	39	32	34
NUMBER OF 911 CALLS	7502	6469	6900	6875	7323	7511

Submitted by Melissa B Kennedy, JANUARY 5, 2022

	Jan	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	
Name and Number of calls Dispatched through Communications													
DC Sheriffs Office	2019	1744	1769	2008	2128	2102	2172	1736	1792	1796	1761	1864	22891
Beulaville PD	202	175	233	266	220	269	307	295	256	292	231	281	3027
Kenansville PD	90	87	109	120	121	132	128	119	109	102	83	117	1317
Magnolia PD	101	96	87	78	59	38	68	60	50	31	48	35	751
Rose Hill PD	157	115	135	90	143	144	148	119	111	78	100	94	1434
Wallace PD	97	89	88	23	136	91	122	118	105	98	94	108	1169
Warsaw PD	329	321	346	388	342	393	430	468	403	427	416	460	4723
Animal Control	80	85	74	86	109	99	108	120	94	101	94	87	1137
DC Search & Rescue	0	2	0	2	2	1	0	0	0	0	0	0	7
Solid Waste	2	1	3	4	5	2	2	2	2	1	3	2	29
Calling Water Dept	5	2	3	1	11	6	5	12	7	8	4	3	67
DSS	30	20	21	24	28	24	38	17	27	14	20	32	295
NC DMV	0	0	0	0	0	0	0	0	0	0	0	0	0
Calling Magistrate	128	113	133	138	138	166	174	151	147	123	149	176	1736
NC DOT	8	18	17	16	11	27	34	37	18	17	7	11	221
NC SHP	239	186	268	286	263	284	329	313	307	313	336	279	3403
NC Wildlife	3	3	2	1	2	3	6	5	3	5	9	4	46
NC SBI	2	2	1	2	1	0	0	1	4	1	3	2	19
Probation & Parole	21	16	7	14	23	31	13	18	21	22	14	13	213
VIDANT Co Police	36	45	43	36	30	36	43	41	31	33	40	41	455
COUNTY PAID EMS													

	Jan	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Name and Number of calls Dispatched through Communications													
MD1	0	2	1	0	0	2	0	2	0	1	0	1	9
EMS 1	13	8	9	13	12	16	11	16	10	17	9	17	151
EMS 2	4	6	5	2	8	8	5	4	3	6	3	3	57
EMS 3	84	51	53	56	83	82	103	88	66	85	72	89	912
EMS 10	0	0	0	0	0	0	0	0	0	0	0	0	0
EMS 20	0	0	0	0	0	0	0	0	0	0	0	0	0
EMS 30	0	0	0	0	0	0	0	0	0	0	0	0	0
EMS 40	0	0	0	0	0	0	0	0	0	0	0	0	0
MED1 Warsaw	133	110	124	114	123	112	154	140	138	124	132	127	1531
MED2 Wallace	172	119	145	155	184	130	176	187	169	140	143	158	1878
MED3 Chinquapin	104	74	73	105	95	75	85	121	95	95	83	97	1102
MED4 Calypso	62	47	61	43	76	60	71	84	67	63	61	63	758
MED5 Beulaville	128	106	125	137	120	118	128	152	150	150	130	123	1567
MED6 Pleasant Grove	59	44	56	44	54	59	68	81	77	55	58	62	717
MED7 Rose Hill	143	119	144	147	150	141	126	186	155	124	129	138	1702
MED8 Kenansville	104	74	83	85	104	109	117	131	130	133	101	114	1285
MED9 (Spare)	0	9	1	0	0	0	0	4	1	2	2	0	19
MED 10 (Spare)	0	0	4	0	0	0	0	0	0	0	0	0	4
MED 11 (Spare)	0	0	0	0	0	0	0	0	0	0	0	0	0
ES/FIRE MARSHAL	1006	769	884	901	1009	912	1044	1196	1061	995	923	992	11692
FM 1	2	7	4	9	10	11	12	6	5	6	6	12	90
FM 2	10	10	18	8	31	22	11	16	15	11	9	10	171
FM 3	6	12	9	9	16	14	12	6	8	10	7	10	119
FM 4	0	0	0	0	0	0	0	0	0	1	0	0	1
ES OCA	11	19	22	20	42	40	26	22	22	19	18	24	285
CAD TOTALS	6960	6158	6665	6833	7280	7453	8413	7323	6875	6900	6469	7502	84831
911 Trunk calls	2738	2414	2897	2975	3314	3223	2764	3507	2980	3091	2924	3124	35951
Admin Line Calls	5913	5508	5900	6158	6665	6685	4747	5629	4429	4783	4938	5066	66421
Total Phone calls	8651	7922	8797	9133	9979	9908	7511	9136	7409	7874	7862	8190	102372



DUPLIN COUNTY CENTER

Duplin County Center
PO Box 949
Kenansville, NC 28349

Website: <http://duplin.ces.ncsu.edu>
Duplin County Center-NCCE Facebook: <https://go.ncsu.edu/jgcrvqn>
4-H Facebook: <https://go.ncsu.edu/mj3pxo>

Phone : 910.296.2143
Fax: 910.296.2191

The Cultivator

A Review of December 2021

Amanda Hatcher

County Extension
Director, Livestock

Wanda Bell

Administrative Assistant
Director, 4-H, Family &
Consumer Sciences

Wanda Hargrove

Support Specialist:
Agriculture, Livestock,
Facilities Coordinator

Walter Adams

Agriculture & Natural
Resources Technician
NC A&T State

James Hartsfield

Area Specialized Agent,
Farm Management
NC A&T State

Della King

Agriculture, Field Crops

Tom Hroza

Horticulture

Bridget Huffman

4-H Youth Development

Charmae Kendall

4-H Program Assistant,
Youth Agriculture/
Livestock

Jasmine Williams

4-H Prevention
Coordinator

Notes from the Director

Amanda Hatcher

- Attended regional Certified Crop Adviser training
- Assisted 4-H with Breakfast with Santa fundraiser

Livestock

Amanda Hatcher, Livestock and Forages

- Hosted three 6-hour animal waste classes with 182 farmers attending
- Assisted 3 farmers in crop management, 2 farmers in farm management, and 63 farmers in nutrient management
- Prepared for January 10-hour animal waste class
- Face-to-face contacts: 220, Non face-to-face contacts: 361

Field Crops

Della King, Field Crop Agent

- Attended three week Virtual Series on Flue-Cured Tobacco
- Attended the Grains Virtual Conference
- Assisted Growers as needed
- Assisted 4-H with Classroom Curriculum
- Assisted 4-H with Breakfast with Santa
- Face-to-face contacts: 5, Non face-to-face contacts: 137

Horticulture

Tom Hroza, Horticulture

- Three days spent in Johnston County conducting training for the Certified Crop Advisors with other agents from the Southeast District.
- Our Bee Club and Friends of Horticulture met to plan for next year and elect new officers.
- December turned out to be warmer than normal and had everyone wanting to get a head start on the 2022 chores. Grapevine pruning is one that we need to delay as long as possible, because early pruning can lead to early growth and that may result in loss of crop due to a late freeze. Some of the farms with large acres need to consider waiting and maybe securing more pruning labor, if possible.
- After the first week in January we can prune our blueberries with no problems.
- Face-to-face contacts: 84, Non face-to-face contacts: 1,614

Small Farms ... James Hartsfield, Farm Management (Duplin/Sampson)

- Attended NC A&T Winter High Tunnel Field Day in Greensboro.
- Completed News Article.
- Developed an information flier for upcoming Risk Management Workshops to send out to farmers
- Assisted a farmer with the NC Ag Ventures Grant Program.
- Worked to complete end of year (Extension Reporting System) ERS information records.

Britt Building
Monthly
Usage

December
Total number
of events: 22

Total attendance
for the events:
790

Public events:
21

Private events:
2

North Carolina State University and North Carolina A&T State University commit themselves to positive action to secure equal opportunity regardless of race, color, creed, national origin, religion, sex, age, veteran status or disability. In addition, the two Universities welcome all persons without regard to sexual orientation. North Carolina State University, North Carolina A&T State University, U.S. Department of Agriculture, and local governments cooperating.

- Visited a farmer to inspect winter cool season vegetables in a high tunnel.
- Face to Face Contacts - 20 and Non face to face contacts 6,306

Agriculture & Natural Resources

Walter Adams, Tech.
(Duplin/Lenoir)

- Sent out letter for upcoming Risk Management training
- Assisted a landowner with a high tunnel application process and conservation land programs
- Face-to-face contacts: 4, Non face-to-face contacts: 30

4-H and Youth Development

Bridget Huffman, 4-H Agent

- Taught 4-H teens series, Seeing 12i: Adventures in Diversity & Cultural Awareness continued. The second lesson was "Thread of Life." Teens created a booklet made out of a brown lunch bag to use to interview two people - one different from them and one similar to them. This series is monthly and will last until May.
- Conducted the Breakfast with Santa and Vendor 4-H Fundraiser



Breakfast
with
Santa,
which
was
very
successful.



- Completed Extension ERS end-of-year reporting, ES-237 and Federal Report for 4-H.
- Attended county staff updates, 4-H updates and trainings, and State Extension updates, in person and via Zoom.
- Face-to-face Contacts: 222, Non Face-to-face Contacts: 4,723

Charmae Kendall, 4-H Agricultural/Livestock Program Assistant



- Coordinated Leap into Sheep Program with state committee
- Made miniature catapults & Grinch kabobs with Clover Critters 4-H Club
- Taught Farm Calendar Program to County Kindergartners
- Served on food committee for Certified Crop Advisor Training in Johnston County

Jasmine Williams, 4-H Prevention Coordinator

- Assisted 4-H with Breakfast with Santa Fundraiser
- Face-to-face contacts: 278 Non face-to-face contacts: 5,233
- Attended webinars: Covid-19 Monthly TA Meeting, Social Determinants of Health, Quarterly 2 Check In, Pride Surveys
- Attended coalition meetings - Juvenile Crime Prevention Council
- Continued SYNAR/Merchant Education activities in Duplin, Sampson, and Wayne counties.

Duplin County Center
PO Box 9449
Keananville, NC 28349

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Duplin County Center-NCEE Facebook: <https://go.ncsu.edu/agverna>
4-H Facebook: <https://go.ncsu.edu/om3spco>

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Amanda Hatcher
County Extension
Director, Livestock

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Administrative Assistant
Director, 4-H, Family &
Consumer Sciences

Wanda Hargrove
Support Specialist:
Agriculture, Livestock,
Facilities Coordinator

Walter Adams
Agriculture & Natural
Resources Technician
NC A&T State

James Hartsfield
Area Specialized Agent,
Farm Management
NC A&T State

Della King
Agriculture, Field Crops
Horticulture

Tom Hroza
Horticulture

Bridgeet Huffman
4-H Youth Development

Charnee Kendall
4-H Program Assistant,
Youth Agriculture/
Livestock

Jessie Williams
4-H Prevention
Coordinator

Notes from the Director

Amanda Hatcher

- Attended a zoom meeting for the Certified Crop Advisor training
- Attended County Department Head meeting
- Attended district County Extension Director meeting and training
- Assisted in pesticide disposal day at the Duplin County Landfill
- Held staff interview for Livestock agent position
- Led County Advisory Council meeting
- Participated in virtual training about parliamentary procedure
- Participated in virtual Duplin County Health Needs Assessment

Livestock

Amanda Hatcher, Livestock and Forages

- Assisted with virtual animal waste classes
- Assisted 4 farmers in crop management, 2 farmers in farm management, and 31 farmers in nutrient management
- Face-to-face contacts: 314, Non face-to-face contacts: 658

Field Crops

Della King, Field Crop Agent

- Attended the following virtual meetings/trainings/updates: OVT Variety Selection Tool, Using Fertilizers more Efficiently-What's new with Covid- Agriculture Partners Update, Pesticide Disposal Event, Anhydrous Ammonia Safety for Farmworkers-Grains Agronomic Program Team, NC Association of County Agricultural Agents Training, Continued Duplin Co. Farmworker Covid Taskforce, HHW Council Meeting, SE District Ag Agents Association Meeting in Pender Co.
- Assisted Grower with Soybean Field Issue
- Assisted Grower with Soybean Yield Certification
- Conducted the Tobacco Referendum
- Assisted 4-H with Agriculture School Classroom enrichment
- Harvested Multi-County Soybean Variety Trial
- Assisted interviewing for Extension Agent (Field Crops) with NCSU Student
- Face-to-face contacts: 31, Non face-to-face contacts: 232

Horticulture

Tom Hroza, Horticulture

- November has turned out to be a drier than normal year so many of our late crops have matured a little early. Our Pecan crop has been smaller than the year before due largely to the great crop we had in 2020. Remember pecans are an alternately bearing nut crop, meaning they produce a large crop one year and a smaller crop the next year.

Britt Building
Monthly
Usage

November
Total number
of events:
20

Total attendance
for the events:
1,702

Public events:
18

Private events:
2

North Carolina State University and North Carolina A&T State University commit themselves to positive action to secure equal opportunity regardless of race, color, creed, national origin, religion, sex, age, veteran status or disability. In addition, the two Universities welcome all persons without regard to sexual orientation, North Carolina State University, North Carolina A&T State University, U.S. Department of Agriculture, and local governments cooperating.

- Turf farms in the county have enjoyed an excellent harvest and sales this fall.
- Our greens (cabbage, collards, kale, mustard) have been very healthy so far, largely due to the dry weather. This helps decrease the disease pressure which in turn helps with the insect problem. Unhealthy plants seem to attract more insects.
- We are making plans for a variety of workshops including mushrooms, turf and ornamentals.
- Face-to-face contacts: 73, Non face-to-face contacts: 1,437

Small Farms ... James Hartsfield, Farm Management (Duplin/Sampson)

- Attended NC A&T Cooperative Extension Mission Possible 2.0 Strategic Roll-out Planning Zoom staff meeting
- Attended NC A&T GrassRoots Leadership Conference
- Assisted farmers with the NC AgVentures Grant Program
- Mailed out information to farmers on the upcoming NC A&T Winter Tunnel Field Day
- Completed Success story on NC A&T Plasticulture Equipment Rental/Cash Back program
- Visited with farmers to collect soil samples and assist with completing soil information
- Spoke on Radio Clip on Test Soil Now To Avoid New Peak-Season Testing fees
- Face-to-face contacts: 46, Non face-to-face contacts: 3,027

Agriculture & Natural Resources

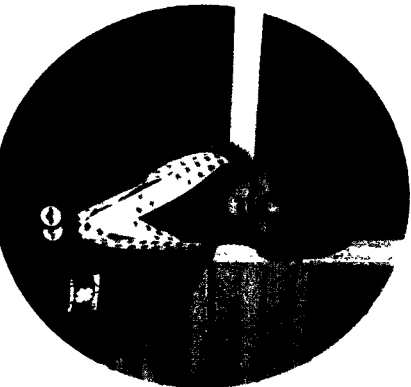
Walter Adams, Tech. (Duplin/Lenoir)

- Hosted Pesticide Collection: 3,341 pounds, (244 containers collected from 13 farmers)
- Met with landowner looking to put some acreage in farm production
- Face-to-face contacts: 12, Non face-to-face contacts: 45

4-H and Youth Development

Bridgeet Huffman, 4-H Agent

- Attended the DAISY committee, Google Meet at noon for the first time this school year on November 9th



- Matthew Mobley (pictured left) Duplin County 4-H'er, qualified for the State 4-H Archery Team to shoot recurve at the National 4-H Shooting Sports Competition in Nebraska this June. Way to go Matthew!!
- Visited 4-H after school programs and fair items were returned. Celebrations were held at each site to recognize winners and other participants. Approximately 75 youth in these after school programs participated in the Duplin Agribusiness Fair.

- Started new 4-H teen series: Seeing it!: Adventures in Diversity & Cultural Awareness. The first lesson was "Let Each Other Shine." This series will be monthly and last until May.
- Attended the Duplin County Advisory Council.
- Attended county staff updates, 4-H updates and trainings, and State Extension updates, in person and via Zoom.
- Face-to-face Contacts: 205, Non Face-to-face Contacts: 3,431

Charmae Kendall, 4-H Agriculture/Livestock Program Assistant

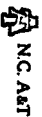


- Hosted Down East Chicken Show (pictured left)
- Egg-Cellent Egg Quality Project Completion & Awards Program, Zoom
- Clover Critters 4-H Club Fall Meeting with campfire & fall games
- Farm Calendar Program for 3 County Elementary Schools Kindergarten classes
- Ag Agents Meeting in Pender Tri-County Cotton Gin tour for county 4-H'ers
- Face-to-face contacts: 184 Non face-to-face contacts: 3,155

Jasmine Williams, 4-H Prevention Coordinator

- Attended coalition meetings as follows: Duplin/Sampson Collaborative, Juvenile Crime Prevention Council, DAISY, Duplin County Health Needs Assessment
- Continued SYNAR/Merchant Education activities in Duplin, Sampson, and Wayne counties.

NC COOPERATIVE EXTENSION



DUPLIN COUNTY CENTER

A Review of October 2021

Duplin County Center
PO Box 949
Kenansville, NC 28349

Website: <http://duplin.ces.ncsu.edu> Phone : 910-296-2143
Duplin County Center-NCCE Facebook: <https://go.ncsu.edu/jgwrwq> Fax: 910-296-2191
4-H Facebook: <https://go.ncsu.edu/om3pvc>

Amanda Hatcher

County Extension Director, Livestock

Wanda Bell

Administrative Assistant Director, 4-H, Family & Consumer Sciences

Wanda Hargrove

Support Specialist: Agriculture, Livestock, Facilities Coordinator

Walter Adams

Agriculture & Natural Resources Technician NC A&T State

James Hartfield

Area Specialized Agent, Farm Management NC A&T State

Della King

Agriculture, Field Crops

Tom Hroza

Horticulture

Bridget Huffman

4-H Youth Development

Charmae Kendall

4-H Program Assistant, Youth Agriculture/Livestock

Jasmine Williams

4-H Prevention Coordinator

Notes from the Director

Amanda Hatcher

- Attended County Department Head meeting
- Attended 4-H shooting sport tournament - 8 youths from Duplin County competed.
- Assisted with grant application for 2022 4-H Duplin County shooting sports program
- Led staff meeting
- Led Cooperative Extension staff in Duplin Agribusiness Fair entries on October 19th & 20th and judging of fair entries took place on October 20. Release of fair entries took place on October 25th.
- Attended Cooperative Extension Annual Conference, virtual, October 25-27

Livestock

Amanda Hatcher, Livestock and Forages

- Coordinated speakers for upcoming annual waste classes
- Assisted 7 farmers in crop management, 4 farmers in farm management, and 38 farmers in nutrient management
- Face-to-face contacts: 134, Non face-to-face contacts: 947

Field Crops

Della King, Field Crop Agent

- Attended NCACAA Board Meeting, October 1st
- Assisted Growers with Crop Issues
- Assisted 4-H with the Fair Rodeo
- Assisted with the Duplin Agribusiness Fair
- Attended Cooperative Extension Annual Conference, virtual
- Hosted Peanut Pod Blasting Maturity Clinics for growers
- Continued Duplin Farmworkers Covid Task Force Weekly Update Meetings
- Face-to-face contacts: 118, Non face-to-face contacts: 633

Horticulture

Tom Hroza, Horticulture

- October has been hotter than normal but that goes along with us being about three weeks later when we started in the spring. Crops are maturing nicely.
- Duplin County Agribusiness Fair was a success from an Extension point of view. We had twice as many exhibits as we had anticipated. They ranged from fruits and vegetables to large potted plants and everything in between. The quality of the exhibits was excellent making it hard for the judges to pick the winners. We are already looking forward to next year being bigger and better.
- Turf has been a challenge this month because of the weather. We have had an excessive amount of large patch in centipede and zoysia. Water monitoring and other cultural practices are the best way to control these diseases.
- Face-to-face contacts: 69, Non face-to-face contacts: 1,583

Britt Building monthly usage
October Total number of events:
32
Total attendance for the events:
538
Public events:
30
Private events:
2

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Small Farms ... James Hartsfield, Farm Management (Duplin/Sampson)

- Visited pasture pork production to provide information on the Ag. Venture grant, PQA and TQA certification hand books
- Attended NC A&T virtual L.E.A.D. Team meeting
- Assisted farmers with the application process NC A&T Plasticulture Equipment Rental/Cash Back program
- Visited a row crop producer to assist with collecting soil sample information
- Visited a farmer to provide information on growing shiitake mushrooms in logs.
- Attended Cooperative Extension Annual Conference, virtual
- Participated in the 4th Friday NC A&T Virtual Faculty Staff meeting
- Assisted with the Duplin Agribusiness Fair
- Face-to-face contacts: 46, Non face-to-face contacts: 3,280

Agriculture & Natural Resources Walter Adams, Tech. (Duplin/Lenoir)

- Attended NC A&T zoom meeting
- Attended Cooperative Extension Annual Conference, virtual
- Participated in NC A&T Civil Rights Reviews
- Assisted with the Duplin Agribusiness Fair
- Answered several pesticide license questions and pesticide disposal questions
- Assisted with Hemp Production question
- Face-to-face contacts: 43, Non face-to-face contacts: 479

4-H and Youth Development Bridget Huffman, 4-H Agent

- Reached and worked with approximately 75 youth in after school and club settings working on items to enter in the fair.
- Participated in the State 4-H Shooting Sports Tournament held on Saturday, October 9 near Ellerbe. 8 youths from our Duplin County 4-H competed.
- Several brought home top placings.
- Held Duplin County 4-H Pumpkin Decorating Contest. Winners and pictures of the competition were posted on our Duplin County 4-H Facebook.



The DNA 4-H Club in Warsaw saw had a blast participating in the Duplin County 4-H Pumpkin Contest! A huge shoutout to Delta Dawn Farms for donating the pumpkins to the club! Great job guys!!

- Assisted Cooperative Extension staff with intake of Duplin Agribusiness Fair entries on October 19 & 20 and judging of fair entries took place on October 20. Release of fair entries took place on October 25
- Participated in annual Trunk or Treat held at the Duplin Events Center, over 1,150 came through the gate, Tuesday, October 26.
- Attended county staff updates and State Extension updates held in person and via Zoom.
- Attended Cooperative Extension Annual Conference, virtual
- Face-to-face Contacts: 1,550, Non Face-to-face Contacts: 4,518

Charmae Kendall, 4-H Agriculture/Livestock Program Assistant

- Conducted bi-weekly Livestock Judging & Skilathlon Practices
- Coordinated Bob & Rose Swain Round Robin Showmanship Invitational at NC State Beef Unit



- Assisted with Lenoir Dairy Project Show
- Assisted with Egg-Cellent Project teaching youth about egg quality & grading
- Assisted youth at NC State Fair Livestock Shows
- Oliveah Jackson & Matthew Mobley, Duplin County 4-H students, were presented the Outstanding Agriculture Achievement Award by the Duplin County Farm Bureau Ladies



Oliveah Jackson (left) and Matthew Mobley (right) were presented the Outstanding Agriculture Achievement award given by Duplin County Farm Bureau Women's and Young Farmers & Ranchers Committees' Representative, Erica Edwards (center) on October 4th, 2021. This award demonstrates their work, dedication, and outstanding participation in the promotion of agriculture.

- Assisted in coordinating Duplin Agribusiness Rodeo including Barrel Racing, Mutton Bustin' & Ag Olympics
- Assembled 100 Christmas Stockings with Clover Critter 4-H Club to be shipped to the military overseas
- Assisted with NC State Fair Livestock Judging & Skilathlon Contests
- Face-to-face contacts: 1,123, Non face-to-face contacts: 4,046

Jasmine Williams, 4-H Prevention Coordinator

- Attended APNC Conference Session: Let's Discover the Impact of COVID-19 Pandemic on our Community Effective Facilitation with Youth Workshop
- Attended coalition meetings as follows: Duplin/Sampson Collaborative, Juvenile Crime Prevention Council, Duplin Multidisciplinary Teams Case Review, Juvenile Crime Prevention Council Risk and Needs Committee Meeting, NC ECCO Advisory Council and Duplin County Substance Use Coalition
- Presented "Celebrate Red Ribbon Week" at Warsaw Elementary School
- Continued SYNAR/Merchant Education activities in Duplin, Sampson, and Wayne counties.

Duplin County Center P O Box 949 Kenansville, NC, 28349 (910) 296-2143 FAX (910) 296-2191

DUPLIN COUNTY COOPERATIVE EXTENSION
EDUCATIONAL EVENTS

For more information on any of these educational opportunities, please call the Duplin County Cooperative Extension Service at 296-2143 Contact person is listed in parenthesis

January 2022

Date	
04	Agribusiness Council Meeting - 7:00 pm - Large Conference Room - Lois G. Britt Agricultural Service Center - (Amanda Hatcher)
04	Active Campaign Training via Zoom - 11:00 am (Jessica Hall)
06	Duplin County Carpenters Association Meeting - 6:00 pm - Ed Emory Auditorium Lois G Britt Agricultural Service Center - (Jessica Hall)
06	Department Head Meeting - 9:00 pm - Duplin County Finance Office Conference Room (Amanda Hatcher)
07	NCSU New Employee Orientation via Zoom - 1:00 pm (Jessica Hall)
07	Area Flue-Cured Tobacco Production Growers' Meeting - 10:00 am - Sampson County Livestock Arena - Clinton - (Della King - Walter Adams)
10	Staff Meeting - 9:00 am Large Conference Room - Lois G Britt Agricultural Service Center - (Amanda Hatcher & staff)
10	Clover Critics Club Meeting - 6:00 pm Ed Emory Auditorium - Lois G. Britt Agricultural Service Center - (Charmae Kendell)
10	Duplin County Partnership For Children Board Meeting - 12:00 pm Kenansville Baptist Church - (Bridget Huffman)

- 11

Sheep Production Class via Zoom - 8:30 am (Jessica Hall)
- 11

Duplin County 4-H Teen Meeting - 6:00 pm - Ed Emory Auditorium - Lois G Britt Agricultural Service Center - (Bridget Huffman)
- 12

USDA Zoom Training - 9:00 am - (Walter Adams)
- 13

Meat Rabbit Production Class via Zoom - 6:30 pm - (Jessica Hall)
- 13

Duplin County Beekeepers' Meeting - 6:00 pm - Ed Emory Auditorium
Lois G Britt Agricultural (Tom Hroza)
- 15

Hand out lambs for the "Leap into Sheep Program" - Edgecombe County (Charmae Kendell)
- 15

Quarterly Meeting with State 4-H Leaders via Zoom - 9:00 am (Bridget Huffman)
- 15

Duplin County Beekeepers' Workshop - 9:00 am Large Conference Room
Lois G Britt Agricultural Service Center - (Tom Hroza)
- 18

Poultry Nutrition Webinar via Zoom - 10:00 am - (Jessica Hall)
- 19

County Extension Directors' Meeting - 10:00 am - Lenoir County - Kinston (Amanda Hatcher)
- 20

Distinct Livestock Agents Meeting via Zoom - 9:00 am - (Jessica Hall)
- 20

Southeast Cartlemen's Association Board Meeting - 6:30 pm - Western Sizzlin Dunn - (Jessica Hall)
- 20

Friends of Horticulture - 6:00 pm - Large Conference Room - Lois G. Britt Agricultural Service Center (Tom Hroza)
- 22

Duplin County Beekeepers' Workshop - 9:00 am Large Conference Room
Lois G Britt Agricultural Service Center - (Tom Hroza)
- 24

Risk Management Training - 9:00 am - Ed Emory Auditorium - Lois G Britt Agricultural Service Center - (Walter Adams - James Hartsfield)
- 24

Livestock Judging and Skillathon Practice - 6:00 pm - Large Conference Room
Lois G Britt Agricultural Service Center (Charmae Kendell Jessica Hall)
- 25

Agribusiness Council Annual Meeting - 7:00 pm - Ed Emory Auditorium - Lois G Britt Agricultural Service Center - (Amanda Hatcher)
- 26/27

NCA&HYDP Winter Professional Meeting Union County - (Bridget Huffman)
- 27

Meat Rabbit Production Training via Zoom - 6:30 pm (Jessica Hall)
- 27/28

10-hour Animal Waste Class - 10:00 am - Ed Emory Auditorium Lois G. Britt Agricultural Service Center (Amanda Hatcher)
- 28

NCA&T Zoom Meeting - 9:00 am - (Walter Adams)
- 29

Duplin County Beekeepers' Workshop - 9:00 am - Large Conference Room
Lois G Britt Agricultural Service Center (Tom Hroza)

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CASH BALANCES FY 2022												
FIRST BANK	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
CENTRAL DEPOSITORY	1,735,740.87	5,333,906.24	3,729,741.89	1,208,735.68	5,613,944.25	3,207,943.60						
MONEY MARKET ACCOUNT	19,611,761.28	36,619,389.42	30,631,036.04	30,641,443.91	30,896,725.75	36,408,084.30						
DSS TRUST	10,840.02	11,225.22	10,421.60	7,945.44	7,853.18	8,457.83						
TOURISM	94,555.42	112,323.01	34,568.95	37,789.77	63,562.84	62,985.22						
TOTAL CASH	21,452,897.59	42,076,843.89	34,405,788.48	31,895,914.80	36,582,086.02	39,687,470.95	-	-	-	-	-	-
NC CAPITAL MANAGEMENT TRUST												
GENERAL FUND	4,277,870.75	1,699,723.09	2,463,620.47	3,434,041.53	798,262.99	388,778.82						
AIRPORT	302,412.58	302,415.15	302,417.64	302,420.21	470,423.11	470,427.11						
PROPERTY REVALUATION	721,448.63	721,454.76	721,460.69	721,466.82	721,472.75	721,478.88						
COUNTY BUDGETED TRUST FUND	158,944.13	275,575.24	275,577.51	275,579.85	275,582.12	275,584.46						
SOLID WASTE	2,569,489.05	2,569,510.87	2,569,531.99	2,569,553.82	2,569,574.94	2,569,596.77						
TOURISM	631,389.97	631,395.33	711,400.54	711,406.58	711,412.43	711,418.47						
WATER FUND	9,326,672.88	9,326,752.10	9,326,828.77	9,326,907.99	11,526,990.08	11,527,087.99						
COMMUNITY DEVELOPMENT INSURANCE FUND	1,495,192.90	1,495,205.80	1,495,217.89	1,495,230.59	1,495,242.88	1,495,255.58						
CAPITAL RESERVE	220,807.73	220,809.61	220,811.43	220,813.31	220,815.13	220,817.01						
SCHOOLS	7,754,728.81	8,071,721.50	8,399,275.14	8,725,404.32	4,647,454.18	4,931,239.61						
EMERGENCY TELEPHONE	429,392.14	429,395.79	429,399.32	429,402.97	429,406.50	429,410.15						
TRANSPORTATION	1,177,933.59	1,177,943.60	1,177,953.28	1,177,963.29	1,177,972.97	1,177,982.98						
CAPITAL RESERVE	1,728,095.49	1,728,095.49	1,728,124.38	1,728,139.06	1,728,153.27	1,728,167.95						
DUPLIN COMMONS CAPITAL RESERVE	640,549.70	640,555.14	640,560.41	640,565.85	640,571.12	640,576.56						
BNY MELLON INTEREST	1.69	1.69	961,347.96	1.08	1.08							
BNY MELLON PRINCIPAL	3.18	3.18	3.18	3.18	3.18							
TOTAL CASH	31,434,933.22	29,290,558.14	31,443,536.60	31,758,900.45	27,413,338.73	27,287,822.34	-	-	-	-	-	-
TRUST												
BOND ACCOUNT	5.00	5.00	5.00	5.00	5.00	5.00						
TOTAL CASH	5.00	5.00	5.00	5.00	5.00	5.00	-	-	-	-	-	-
GRAND TOTAL	32,887,835.81	31,367,487.03	35,849,324.06	33,854,820.25	33,995,429.75	36,975,298.29	-	-	-	-	-	-

DECEMBER 2021 BUDGET VS. ACTUAL

	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	AVAILABLE BUDGET	% USED
REVENUE	10 GENERAL FUND	-61,406,178.00	-66,872,196.95	-36,204,479.40	-30,667,717.55	54%
EXPENSE	10 GENERAL FUND	61,406,178.00	66,872,196.95	26,980,094.89	36,454,299.88	40%
REVENUE	19 EMERGENCY TELEPHONE	-503,128.00	-503,128.00	-121,652.91	-381,475.09	24%
EXPENSE	19 EMERGENCY TELEPHONE (911-FUND)	503,128.00	503,128.00	258,510.36	118,924.30	51%
REVENUE	21 CAPITAL RESERVE	0.00	0.00	-85.90	85.90	#DIV/0!
EXPENSE	21 CAPITAL RESERVE (COUNTY CAPITAL RESERVE FUNDING)	0.00	0.00	0.00	0.00	#DIV/0!
REVENUE	22 SCHOOL CAPITAL	-3,156,022.00	-3,156,022.00	-877,339.82	-2,278,682.18	28%
EXPENSE	22 SCHOOL CAPITAL (SALES TAX REVENUE FOR PUBLIC SCHOOL CAPITAL)	3,156,022.00	3,156,022.00	1,036,238.11	2,119,783.89	33%
REVENUE	24 AUTOMATION PRESERVATION	-19,000.00	-19,000.00	-7,484.10	-11,515.90	39%
EXPENSE	24 AUTOMATION PRESERVATION (ROD AUTOMATION AND PRESERVATION RESERVE G.S. § 161-11.3)	19,000.00	19,000.00	2,679.34	5,250.66	14%
REVENUE	25 PROPERTY REVALUATION	-350,542.00	-399,602.00	-36.38	-399,565.62	0%
EXPENSE	25 PROPERTY REVALUATION (REAPPRAISAL RESERVE G.S. § 153A-150)	350,542.00	399,602.00	165,264.33	190,793.67	41%
REVENUE	26 ECONOMIC DEVELOPMENT	0.00	-200,000.00	-226,053.21	26,053.21	113%
EXPENSE	26 ECONOMIC DEVELOPMENT (COMMUNITY DEVELOPMENT LOANS)	0.00	200,000.00	200,000.00	0.00	100%
REVENUE	27 SCHOOL PLANNING ALLOCATION	0.00	0.00	0.00	0.00	#DIV/0!
EXPENSE	27 SCHOOL PLANNING ALLOCATION (LOTTERY FUNDING FOR PUBLIC SCHOOL CAPITAL)	0.00	0.00	57,729.01	-57,729.01	#DIV/0!
REVENUE	28 FIRE TAX	-3,093,040.00	-3,093,040.00	-1,823,929.40	-1,269,110.60	59%
EXPENSE	28 FIRE TAX	3,093,040.00	3,093,040.00	1,880,959.68	1,212,080.32	61%
REVENUE	29 TOURISM	-250,811.00	-250,811.00	-118,127.05	-132,683.95	47%
EXPENSE	29 TOURISM	250,811.00	250,811.00	73,715.88	173,479.61	29%
REVENUE	30 DEBT SERVICE	-4,577,214.00	-4,577,214.00	-1,559,647.49	-3,017,566.51	34%

DECEMBER 2021 BUDGET VS. ACTUAL

	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	AVAILABLE BUDGET	% USED
EXPENSE	30 DEBT SERVICE (DEBT SERVICE FUND FOR GENERAL GOVERNMENT FUNDS)	4,577,214.00	4,577,214.00	1,559,615.19	3,017,598.81	34%
REVENUE	31 GRANT PROJECTS	-6,113,721.50	-4,113,721.50	-56,739.00	-4,056,982.50	1%
EXPENSE	31 GRANT PROJECTS (GRANT PROJECTS NOT TIED TO A CAPITAL PROJECT)	6,113,721.50	4,122,468.50	491,794.76	3,514,187.28	12%
REVENUE	32 AMERICAN RESCUE PLAN FUNDS	0.00	-11,409,751.00	-9,833.81	-11,399,917.19	0%
EXPENSE	32 AMERICAN RESCUE PLAN FUNDS	0.00	11,409,751.00	2,121,301.07	9,272,694.79	19%
REVENUE	33 COMMUNITY DEVELOPMENT	-150,000.00	-321,465.00	-212,305.00	-109,160.00	66%
EXPENSE	33 COMMUNITY DEVELOPMENT	150,000.00	321,465.00	212,305.00	109,160.00	66%
REVENUE	34 CDBG 15 I PROJECT	-331,712.57	-662,725.00	-662,725.00	0.00	100%
EXPENSE	34 CDBG 15 I PROJECT	0.00	662,725.00	662,725.00	0.00	100%
REVENUE	35 CDBD12-C	0.00	-1,127,828.83	-1,127,828.83	0.00	100%
EXPENSE	35 CDBD12-C	0.00	1,127,828.83	1,127,828.83	0.00	100%
REVENUE	36 CDBDSSH12	0.00	-101,771.17	-101,771.17	0.00	0%
EXPENSE	36 CDBDSSH12	0.00	101,771.17	101,771.17	0.00	100%
REVENUE	42 INDUSTRIAL EXPANSION	0.00	-87,177.14	-60,315.82	-26,861.32	69%
EXPENSE	42 INDUSTRIAL EXPANSION (ECONOMIC DEVELOPMENT GRANT PROJECT FUND)	0.00	87,177.14	52,827.00	33,429.14	0%
REVENUE	43 TRANSPORTATION CAPITAL PROJECTS	0.00	0.00	-51.40	51.40	#DIV/0!
EXPENSE	43 TRANSPORTATION CAPITAL PROJECTS (TRANSPORTATION CAPITAL PROJECTS)	0.00	0.00	492.60	-492.60	0%
REVENUE	44 AIRPORT CAPITAL	-11,020,261.00	-18,172,024.10	-13,241,594.49	-4,930,429.61	73%
EXPENSE	44 AIRPORT CAPITAL	11,950,057.20	18,423,456.46	13,977,758.91	3,044,195.91	76%
REVENUE	45 CAPITAL PROJECTS	-7,356,320.31	-71,492,595.12	-69,235,481.52	-2,257,113.60	97%
EXPENSE	45 CAPITAL PROJECTS	7,222,932.31	73,000,712.55	68,143,680.39	4,334,084.16	93%

DECEMBER 2021 BUDGET VS. ACTUAL

	ACCOUNT DESCRIPTION (GENERAL GOVERNMENT CAPITAL PROJECTS)	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	AVAILABLE BUDGET	% USED
REVENUE	46 WATER CAPITAL	-235,000.00	-323,625.00	-292,299.24	-31,325.76	90%
EXPENSE	46 WATER CAPITAL	235,000.00	323,625.00	292,297.17	31,327.83	90%
REVENUE	61 WATER	-3,099,599.00	-3,324,154.00	-1,959,370.13	-1,364,783.87	59%
EXPENSE	61 WATER	3,099,599.00	3,324,154.00	721,159.12	2,339,612.74	22%
REVENUE	62 WATER DEBT SERVICE	-1,097,288.00	-1,097,288.00	0.00	-1,097,288.00	0%
EXPENSE	62 WATER DEBT SERVICE	1,097,288.00	1,097,288.00	237,143.75	860,144.25	22%
REVENUE	64 TRANSPORTATION	-1,239,096.00	-1,239,096.00	-583,279.15	-655,816.85	47%
EXPENSE	64 TRANSPORTATION	1,239,096.00	1,239,096.00	374,182.58	832,150.31	30%
REVENUE	65 AIRPORT	-787,817.00	-800,817.00	-440,620.93	-360,196.07	55%
EXPENSE	65 AIRPORT	787,817.00	800,817.00	488,506.41	223,166.45	61%
REVENUE	66 SOLID WASTE	-3,529,145.00	-3,731,684.50	-2,248,791.04	-1,482,893.46	60%
EXPENSE	66 SOLID WASTE	3,529,145.00	3,731,684.50	1,736,888.91	1,120,554.77	47%
REVENUE	89 INSURANCE	-6,209,852.00	-6,209,852.00	-2,692,099.16	-3,517,752.84	43%
EXPENSE	89 INSURANCE	6,209,852.00	6,209,852.00	3,198,754.00	3,011,098.00	52%
	REVENUES	-114,525,747.38	-203,286,589.31	-133,863,941.35	-69,422,647.96	
	EXPENDITURES	114,990,443.01	205,054,886.10	126,156,223.46	71,959,795.16	

FY 2022
SALES TAX REPORT FOR THE PURCHASE MONTH OF OCTOBER RECEIVED IN JANUARY

ARTICLE 39					
PURCHASE MONTH	DISTRIBUTION MONTH	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	457,573.41	427,182.25	371,916.14	320,661.40
AUGUST	NOVEMBER	427,349.77	392,404.62	360,620.63	337,430.33
SEPTEMBER	DECEMBER	414,041.24	405,011.20	349,733.50	321,559.57
OCTOBER	JANUARY	400,175.55	384,453.05	312,806.25	287,758.64
NOVEMBER	FEBRUARY	-	351,358.13	324,260.21	373,722.18
DECEMBER	MARCH	-	443,143.03	385,470.62	335,552.24
JANUARY	APRIL	-	404,614.63	308,735.82	317,560.53
FEBRUARY	MAY	-	358,703.95	334,656.45	369,148.66
MARCH	JUNE	-	456,776.99	395,814.23	398,482.84
APRIL	JULY	-	459,458.81	358,972.48	384,887.66
MAY	AUGUST	-	440,756.95	423,459.22	377,800.97
JUNE	SEPTEMBER	-	457,573.41	434,452.58	383,328.15
ARTICLE TOTAL		1,699,139.97	4,981,437.02	4,360,898.13	4,207,893.17

ARTICLE 40					
PURCHASE MONTH	DISTRIBUTION MONTH	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	314,630.28	270,611.54	246,798.95	215,442.99
AUGUST	NOVEMBER	235,127.11	249,665.05	245,993.68	221,351.98
SEPTEMBER	DECEMBER	235,089.31	264,679.48	236,541.36	223,653.34
OCTOBER	JANUARY	234,553.95	258,943.88	244,160.94	220,292.87
NOVEMBER	FEBRUARY	-	282,949.70	243,112.19	239,011.17
DECEMBER	MARCH	-	307,713.65	257,850.17	286,924.52
JANUARY	APRIL	-	260,832.19	211,142.30	194,408.23
FEBRUARY	MAY	-	218,240.63	214,412.24	201,940.93
MARCH	JUNE	-	309,547.51	246,009.32	259,957.65
APRIL	JULY	-	289,056.33	212,725.85	241,367.67
MAY	AUGUST	-	321,629.72	243,062.32	249,539.14
JUNE	SEPTEMBER	-	314,630.28	287,097.44	260,768.10
ARTICLE TOTAL		1,019,400.64	3,348,489.95	2,888,906.76	2,794,678.58

ARTICLE 42					
PURCHASE MONTH	DISTRIBUTION MONTH	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	2,171.79	21,433.94	10,160.81	11,214.42
AUGUST	NOVEMBER	33,732.56	21,223.96	6,219.79	3,604.01
SEPTEMBER	DECEMBER	27,932.03	17,808.56	9,497.24	8,512.13
OCTOBER	JANUARY	23,248.27	10,615.56	(18,538.74)	(12,267.14)
NOVEMBER	FEBRUARY	-	10,746.11	(8,969.02)	13,878.99
DECEMBER	MARCH	-	4,059.20	11,121.96	10,600.77
JANUARY	APRIL	-	21,219.86	8,700.50	19,738.05
FEBRUARY	MAY	-	28,537.48	19,674.08	46,067.86
MARCH	JUNE	-	93,318.08	37,655.00	14,666.86
APRIL	JULY	-	18,783.51	39,087.83	19,661.96
MAY	AUGUST	-	(13,493.46)	47,847.01	8,899.47
JUNE	SEPTEMBER	-	2,171.79	13,404.63	8,899.88
ARTICLE TOTAL		87,075.65	236,424.59	175,861.09	153,507.27

ARTICLE 44					
PURCHASE MONTH	DISTRIBUTION MONTH	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	-	253.14	-	29.32
AUGUST	NOVEMBER	1.74	44.21	21.51	17.88
SEPTEMBER	DECEMBER	-	10.14	37.08	30.97
OCTOBER	JANUARY	-	15.51	(9.96)	20.50
NOVEMBER	FEBRUARY	-	(22.36)	15.43	17.92

DECEMBER	MARCH	-	(188.91)	(62.60)	61.66
JANUARY	APRIL	-	-	29.53	4.90
FEBRUARY	MAY	-	18.58	64.55	13.66
MARCH	JUNE	-	4.28	-	73.43
APRIL	JULY	-	-	28.45	66.18
MAY	AUGUST	-	-	12.46	25.76
JUNE	SEPTEMBER	-	-	36.19	11.22
ARTICLE TOTAL		1.74	134.59	172.64	373.30

ARTICLE 44-524					
PURCHASE MONTH	DISTRIBUTION MONTH	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	159,517.49	139,634.41	134,608.83	125,841.53
AUGUST	NOVEMBER	157,647.11	139,815.46	134,645.17	125,955.78
SEPTEMBER	DECEMBER	157,647.11	139,815.46	134,645.17	125,955.78
OCTOBER	JANUARY	157,647.11	139,815.46	134,645.17	125,950.75
NOVEMBER	FEBRUARY	-	139,812.65	134,654.64	125,950.75
DECEMBER	MARCH	-	139,812.65	134,654.64	125,950.75
JANUARY	APRIL	-	139,812.65	134,654.64	125,950.75
FEBRUARY	MAY	-	139,812.65	134,654.64	125,950.75
MARCH	JUNE	-	139,812.65	134,654.64	125,950.75
APRIL	JULY	-	139,812.65	134,654.64	125,950.75
MAY	AUGUST	-	159,517.49	134,654.64	125,950.75
JUNE	SEPTEMBER	-	159,517.49	134,654.64	125,950.75
ARTICLE TOTAL		632,458.82	1,716,991.67	1,620,761.23	1,519,972.32

CITY HOLD HARMLESS					
PURCHASE MONTH	DISTRIBUTION MONTH	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	(119,296.78)	(100,004.97)	(92,920.89)	(80,298.79)
AUGUST	NOVEMBER	(91,005.34)	(90,917.30)	(82,573.77)	(84,402.70)
SEPTEMBER	DECEMBER	(91,274.94)	(96,637.64)	(88,180.97)	(82,428.38)
OCTOBER	JANUARY	(91,133.01)	(95,698.71)	(95,781.46)	(85,599.16)
NOVEMBER	FEBRUARY	-	(102,869.56)	(93,251.13)	(90,160.86)
DECEMBER	MARCH	-	(114,866.63)	(96,113.89)	(98,379.81)
JANUARY	APRIL	-	(94,582.86)	(78,373.42)	(72,124.85)
FEBRUARY	MAY	-	(77,852.07)	(77,978.22)	(69,869.19)
MARCH	JUNE	-	(116,904.76)	(84,643.01)	(96,891.29)
APRIL	JULY	-	(107,968.37)	(73,119.66)	(89,714.63)
MAY	AUGUST	-	(124,472.05)	(83,813.86)	(94,450.24)
JUNE	SEPTEMBER	-	(119,296.78)	(107,145.19)	(97,542.23)
ARTICLE TOTAL		(392,710.07)	(1,242,071.50)	(1,063,865.47)	(1,041,862.33)
GRAND TOTAL		3,045,366.75	9,041,416.32	7,982,734.38	7,534,562.91

ARTICLE 39	FY 22 BUDGET	3,621,581.00	FY 22 ACTUAL	1,306,429.90	FY 22 ESTIMATES	3,739,365.52	FY 21 RECEIPTS	3,297,032.66	FY 20 RECEIPTS	3,287,932.66
ARTICLE 40		3,248,652.00		1,019,400.64		3,058,201.91		2,888,906.76		2,888,906.76
ARTICLE 42		482,418.00		87,075.65		261,226.95		175,861.09		175,861.09
ARTICLE 44		-		1.74		5.22		172.64		172.64
ARTICLE 44-524		1,677,460.00		632,458.82		1,897,376.46		1,620,761.23		1,620,761.23
		9,030,111.00		3,045,366.75		9,136,100.24		9,041,416.32		7,982,734.38

FY 22 INSURANCE CLAIMS REPORT

MONTHLY PAYMENT TO NCHIP RESERVE		
DRAFT MONTH	AMOUNT	COVERED EMPLOYEES
JULY	523,291.14	545
AUGUST	516,313.46	538
SEPTEMBER	517,482.19	537
OCTOBER	509,742.47	532
NOVEMBER	526,248.22	544
DECEMBER	520,921.20	544
JANUARY	520,315.84	547
FEBRUARY		
MARCH		
APRIL		
MAY		
JUNE		
YTD EXPENDITURES	3,634,314.52	541 AVERAGE LIVES COVERED

FY 22 INSURANCE CLAIMS REPORT

6/30/2021	WEEKLY CLAIMS PAID FROM NCHIP RESERVE	RESERVE BALANCE
	\$ 1,110,885.62	

7/2/2021	\$76,732.51
7/9/2021	\$83,591.06
7/16/2021	\$141,342.31
7/23/2021	(523,440.57)
7/30/2021	\$89,814.05
8/6/2021	\$93,905.91
8/13/2021	\$299,531.65
8/20/2021	\$138,646.03
8/27/2021	\$152,199.90
9/3/2021	\$188,172.90
9/10/2021	\$88,058.05
9/17/2021	\$90,600.36
9/24/2021	\$101,814.62
10/1/2021	\$198,314.07
10/8/2021	\$93,737.11
10/15/2021	\$140,669.01
10/22/2021	\$283,853.66
10/29/2021	\$85,411.06
11/5/2021	\$103,712.94
11/12/2021	\$126,381.00
11/19/2021	\$77,181.12
11/26/2021	\$75,349.86
12/3/2021	\$44,162.75
12/10/2021	\$68,836.19
12/17/2021	\$112,304.75
12/24/2021	(525,195.37)
12/31/2021	\$85,925.66
1/7/2022	\$60,393.40
1/14/2022	
1/21/2022	
1/28/2022	
2/4/2022	
2/11/2022	
2/18/2022	
2/25/2022	
3/4/2022	
3/11/2022	

3/18/2022
3/25/2022
4/1/2022
4/8/2022
4/15/2022
4/22/2022
4/29/2022
5/6/2022
5/13/2022
5/20/2022
5/27/2022
6/3/2022
6/10/2022
6/17/2022
6/24/2022

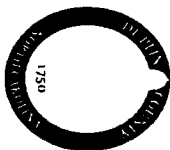
TOTAL CLAIMS PAID YTD	\$3,052,005.99
PROJECTED CLAIMS PAID FROM RESERVE	5,668,011.12
PROJECTED NCHIP RESERVE	1,673,127.95

Maintenance Type	TOTALS			Solid Waste Disposal			Water Dept			Transportation		
	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors	702.85		702.85									
Def Refuel	606.1		606.1	574.2		574.2						
Diesel Truck Service	498.8	96.69	595.49	498.8	96.69	595.49						
Diesel Equipment Servi	369.14	48.35	417.49				369.14	48.35	417.49			
Garage Road Call	149.27	177.27	326.54	149.27	177.27	326.54						
Oil Change/Service	1331.16	580.19	1911.35	57.01	128.93	185.94	66.24	96.7	162.94	177.64	354.56	532.2
Outside Repairs	5882.97		5882.97	1448.79		1448.79						
Alignment Only	78		78									
Parts Only	78.37		78.37	78.37		78.37						
State Inspection	17	32.24	49.24	1.7	32.24	33.94						
Tire Change	7948.65	225.67	8174.32	2284.79	145.08	2429.87	595.72	32.24	627.96	907.5	48.35	955.85
Tire Repair	129.56	64.46	194.02	128.4	64.49	192.86						
Wrecker Call	185		185									
Strip Vehicle												
Total	26233.73	2917.02	29150.75	9564.67	2079	11643.64	1564.27	322.33	1886.6	1251.26	515.72	1766.98

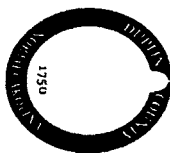
Maintenance Type	GARAGE			HEALTH			FIRE MARSHALL			COOPERATIVE EXT		
	Part Cost	Total Cost		Part Cost	Total Cost		Part Cost	Total Cost		Part Cost	Total Cost	
Brakes & Rotors												
Def Refuel												
Diesel Truck Service												
Diesel Equipment Service												
Garage Road Call												
General Repair				18.94	18.94							
Oil Change/Service							28.35	28.35				
Outside Repairs												
Alignment Only												
Parts Only												
State Inspection										0.85	0.85	
Tire Change												
Tire Repair												
Wrecker Call												
Strip Vehicle												
Total	0	0		18.94	18.94		28.35	28.35		0.85	0.85	

Maintenance Type	EMS		ANIMAL CONTROL		DSS		Sheriff	
	Part Cost	Total Cost						
Brakes & Rotors	127.73	127.73	Part Cost	Total Cost	Part Cost	Total Cost	Part Cost	Total Cost
Def Refuel	31.9	31.9						
Diesel Truck Service								
Diesel Equipment Service								
Garage Road Call								
General Repair	456.27	456.27						
Oil Change/Service	261.68	261.68	655.45	655.45			1112.02	1112.02
Outside Repairs			36	36	27.54	27.54	573.51	573.51
Alignment Only							4434.18	4434.18
Parts Only							78	78
State Inspection	0.85	0.85						
Tire Change	695.88	695.88	0.85	0.85	3.4	3.4	7.65	7.65
Tire Repair							2830.4	2830.4
Wrecker Call	185	185			0.58	0.58		
Strip Vehicle								
Total	1759.31	1759.31	692.3	692.3	31.52	31.52	9610.88	9610.88

Maintenance Type	AIRPORT			EMERGENCY MANAGEMENT		MAINTENANCE		TAX	
	Part Cost	Labor Cost	Total Cost	Part Cost	Total Cost	Part Cost	Total Cost	Parts Cost	Total Cost
Brakes & Rotors									
Def Refuel									
Diesel Truck Service									
Diesel Equipment Service									
Garage Road Call									
General Repair						970.96	970.96	0.59	0.59
Oil Change/Service				71.03	71.03	18.39	18.39	13.77	13.77
Outside Repairs									
Alignment Only									
Parts Only									
State Inspection				0.85	0.85	0.85	0.85		
Tire Change						634.36	634.36		
Tire Repair						0.58	0.58		
Wrecker Call									
Strip Vehicle									
Total	0	0	0	71.88	71.88	1625.14	1625.14	14.36	14.36



Office of the
DUPLIN COUNTY REGISTER OF DEEDS
Anita Marie Savage, Register of Deeds
Post Office Box 970, 118 Duplin Street, Kenansville, NC 28349
Telephone: (910) 296-2108 Fax: (910) 296-2344
anita.savage@duplincountync.com



MONTHLY REPORT FOR DECEMBER 2021

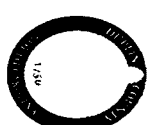
Recording Fees	\$16,479.00
Excise Stamps	\$61,181.00
Marriage Licenses	\$1,560.00
Marriage Certificates	\$530.00
Birth Certificates	\$1,470.00
Death Certificates	\$2,570.00
UCC's	\$557.00
Notary Fees	\$180.00
Copies	\$5,367.25
Miscellaneous	\$215.75
Gross Monthly Revenues	\$90,110.00
Less Escrow Account Total	\$411.00
Total Deposit for Period	\$89,699.00
Less Escrow Credit	\$5,220.00
	\$84,479.00
State Treasurer 161-50.2	\$352.49
NC State Treasurer 161.11.5	\$2,653.60
Children's Trust Fund	\$130.00
Domestic Violence Fund	\$780.00
Excise Stamp/Dept of Revenue	\$30,590.50
State OVS Fees/Expedite Fees	\$0.00
\$1.00 Excise Tax Exclusion	\$0.00
VRAS Vital Record Searches/Add'l Fees	\$210.00
VRAS Birth Amendment & Expedite Fees	\$0.00
VRAS Legitimation & Expedite Fees	\$0.00
NCDAVE Vital Record Searches/Add'l Fees	\$0.00
NCDAVE Amendment & Expedite Fees	\$0.00
Subtotal	\$34,716.59
Net Monthly Revenues	\$49,762.41

Submitted this 3rd day of January, 2022.

Register of Deeds

Anita Marie Savage

Recorder and Custodian of County Records



DUPLIN COUNTY REGISTER OF DEEDS ACTIVITY
REPORT FOR DECEMBER, 2021
VITAL RECORDS DIVISION

	Current Month	Previous Month
BIRTH RECORDS		
BIRTH CERTIFICATES RECORDED	40	24
BIRTH CERTIFICATES ISSUED	147	162
DELAYED BIRTH CERTIFICATES REGISTERED	0	0
DEATH RECORDS		
DEATH CERTIFICATES RECORDED	42	44
DEATH CERTIFICATES ISSUED	257	255
MARRIAGE LICENSES & RECORDS		
MARRIAGE LICENSES ISSUED	26	25
MARRIAGE CERTIFICATES ISSUED	53	61
MILITARY DISCHARGE RECORDS		
MILITARY DISCHARGES RECORDED	0	1
OTHER VITAL RECORDS SERVICES		
VITAL RECORDS AMENDMENTS PROCESSED	0	2
SCHOOL CENSUS RECORDS ISSUED	0	0
NOTARY PUBLIC OATHS ADMINISTERED	18	15
NOTARY PUBLIC AUTHENTICATION	0	0
PROPERTY RECORDS DIVISION		
DEEDS RECORDED	201	183
DEEDS RECORDED WITH EXCISE TAX AFFIXED	119	99
DEEDS OF TRUST RECORDED	104	119
MISC. DOCUMENT TYPES RECORDED	119	88
BUSINESS RECORDS RECORDED	4	8
UCC RECORDINGS	13	8
SATISFACTIONS (CANCELLATIONS)	105	108
MAPS/PLATS RECORDED	22	27

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