



BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, November 21st, 2022

224 Seminary Street

Kenansville, NC 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, November 21st, 2022 in the Commissioners Room located at 224 Seminary Street, Kenansville, NC.

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

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

Call to Order

The meeting was called to order by Chairman Edwards.

Moment of Silence

A moment of silence was observed by the Board of Commissioners and members of the public in attendance in remembrance of the recently deceased Derl Walker, a former County Commissioner who served on the Board for a term beginning in 1994 and ending in 1998.

Invocation and Pledge of Allegiance

Invocation was given by George H. Futrelle, Assistant County Manager/Airport Director. The Board then led those in attendance in the pledge of allegiance to the flag of the United States of America.

Resolution Honoring Kennedy Thompson

Resolution was read aloud by Mr. Davis H. Brinson, County Manager/Clerk to the Board, honoring Commissioner Kennedy Thompson, for his over eleven years of loyal public service to the County of Duplin. A retirement plaque of recognition and framed resolution was presented to Commissioner Thompson before his immediate family (wife Courtenay; son Trace; daughter Parker; father Gene; and mother Mary Sue) and members of the public. Commissioner Thompson gave an account of his time served, and his gratitude serving with his fellow members. Members of the Board offered a fond adieu to Commissioner Thompson reminiscent of his time serving as both Chairman and Vice-Chairman.

Approval of the Meeting Agenda

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

Approval of the Minutes – Governing Body

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously to approve the minutes of the November 7th, 2022 Board of Commissioners meeting as presented.

REGULAR MEETING AGENDA
CONSENT AGENDA

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve the consent agenda which consisted of: Budget Amendment Journal Entry Report; Tax and Solid Waste Releases- #19802-19839; NC Dept. of Commerce, Rural Economic Development Division Rural Grant Program Payment Request Form: Project ACC (Final); Surplus and Trade-In of Sheriff's Office Weapons with Am Char Wholesale, Inc. (seven (7) shotguns and two (2) rifles); and the Resolution Approving Adams Company, Inc. as Architectural/ Engineering Firm for CDBG-DR Hurricane Matthew Storm Recovery "Magnolia Auditorium" Project.

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

AGENDA

Public Comments

Ms. Barbara Player of Warsaw, appeared before the Board to inform the Board of the sandy roads (private) and brown water coming through faucets in the Rainbow community where she resides. Her sister Deborah Whitehurst of Bowden, attested to Ms. Barbara Player's concerns and inquired about funding to aid the water crisis and road maintenance.

Ms. Deborah Whitehurst of Bowden, Warsaw, appeared before the Board concerned with the solid waste location and the possibilities of funding for residential trash pickup due to the distance of trash convenience sites to her residence.

Ms. Mary Hodges, commented before the Board that she was concerned with the water crisis and (private) road concerns in the Rainbow community in Warsaw.

Commissioner Branch addressed his fellow members of the Board to bring forth information he obtained at his recent attendance at the NC Association of County Commissioners' (NCACC) Legislative Goals Conference held in Raleigh, NC. He spoke of the amazing opportunities to network with other County Commissioners and the wealth of knowledge it provided him. He also spoke of opportunities he learned about for possible grants to assist Duplin County, a tier one county. He advised that such events help Commissioners understand how to meet the needs of the County, and he informed all in attendance of Governor Cooper's speech regarding the millions of dollars that would come into North Carolina if Medicaid were to be expanded. He spoke on the political differences prevalent in our society today and touched on the positive outcomes of coming together in a bipartisan environment for the common good of the people of Duplin County.

End Public Comments

Melissa Kennedy, E-911 Addressing Project Coordinator, appeared before the Board to conduct a public hearing regarding a request from Jaime Sholar to name a lane in the 200 block of Norwood Ezzell Road; Mt. Olive, N.C. in the Wolfscrape Township: Mickey Best Lane in accordance with the Duplin County Addressing & Road Naming Ordinance.

Chairman Edwards opened the Public Hearing.

No Public Comments

Chairman Edwards closed the Public Hearing.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve the request from Jaime Sholar to name a lane in the 200 block of Norwood Ezzell Road; Mt. Olive, N.C. in the Wolfscrape Township: Mickey Best Lane in accordance with the Duplin County Addressing & Road Naming Ordinance.

Angel Venecia, Public Transportation Director, appeared before the Board to conduct a public hearing regarding the Public Transportation Department's FY24 grant request submission to fund the County's public transportation system. Duplin County Public Transportation intends to apply for the 5311 Community Transportation Program (CTP) Admin. Grant to cover administrative costs (\$254,376) and the Combined Capital Grant to cover three (3) replacement vans and new office furniture and other needed equipment (\$368,664).

Chairman Edwards opened the Public Hearing.

No Public Comments

Chairman Edwards closed the Public Hearing.

Angel Venecia, Public Transportation Director, appeared before the Board to conduct a public hearing regarding the 5339 FTA (Federal Transit Administration) Discretionary Grant for the construction of a new public transportation facility.

Chairman Edwards opened the Public Hearing.

No Public Comments

Chairman Edwards closed the Public Hearing.

David Bone, Executive Director of the Eastern Carolina Council of Governments, appeared before the Board to give an update on the Eastern Carolina Council (ECC) of Governments and to also make a presentation on the services provided by the ECC and elaborate on his vision for the future of the ECC. The ECC is one of sixteen (16) multi-county planning and development regions in the State. These Councils are forums where local officials determine priorities for the larger area in which their communities are an integral part. The ECC has a land mass of 5,710 square miles and a population of over 645,000 in the regions nine (9) counties which include: Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico, and Wayne Counties.

Mr. George H. Futrelle, Airport Director/Assistant County Manager, appeared before the Board to present a proposed Engineering Services Master Agreement between Duplin County and Parrish & Partners of North Carolina, PLLC. The Airport Commission received a \$1.5 million SCIF grant from NCDOT-Division of Aviation to construct a road in Airpark for the Economic Development Commission. A request for qualifications statements (RFQ) was issued to receive statements of qualifications (SOQ's) from interested engineering firms for the purpose of providing on-call services not only to the Economic Development Commission for their Industrial Parks, but for Duplin Commons as well. A selection committee met, reviewed and scored the SOQ's and Parrish & Partners was selected as the number one ranked firm to negotiate a contract with.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve the Agreement for Professional Services between Duplin County and Parrish & Partners of North Carolina, PLLC.

Mr. George H. Futrelle, Airport Director/Assistant County Manager, appeared before the Board to present contracts for drainage assessment and repair project at Duplin County Airport (DPL) Project #7549/NCDOT Grant #36244.20.15.1. The NC Division of Aviation

provided a \$100,000 90/10 grant to the county to do a drainage assessment and repair project at the Duplin County Airport. The assessment was completed and revealed quite a few failures. The Division of Aviation approved using the remaining portion of the grant to repair as many structures as possible. Informal proposals were solicited from NCDOT pre-qualified contractors. River Landing Builders was the successful proposal at \$41,000. The Duplin County Airport Commission reviewed and recommends award. AVCON, our airport engineer of record presented a contract amendment for limited construction phase services to oversee and sign off on the work being done. The Airport Commission reviewed and approved their contract amendment and recommends it for your approval as well. The County Attorney has reviewed and approved both.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to approve the service contract between Duplin County and River Landing Builders, LLC regarding airfield drainage assessment at the Duplin County Airport in the amount of \$41,000 and the associated budget amendment.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to approve contract Amendment #1 to Task Order #2021-2 between Duplin County and AVCON Engineers & Planners, Inc. regarding the airfield drainage assessment design project in the amount of \$4,682 and the associated budget amendment.

Mr. George H. Futrelle, Airport Director/Assistant County Manager, appeared before the Board to present the State Capitol Infrastructure Funds (SCIF) Grant and request the adoption of a resolution accepting the grant award and establishing capital project budget ordinance. The Airport Commission received a \$1.5 million SCIF grant from NCDOT-Division of Aviation to construct a road in Airpark for the Economic Development Commission. The adoption of the resolution sets up the project and approves the project budget amendment.

Motion was made by Commissioner Dowe, seconded by Commissioner Thompson, carried unanimously to adopt the resolution accepting the State Capital Infrastructure Fund grant award; establishing capital project budget ordinance and approving the associated budget amendment.

Davis H. Brinson, County Manager/Clerk to the Board, appeared before the Board to request the approval of the Service Contract between TRC Engineers, Inc. and Duplin County for Professional Services Related to an Environmental Protection Agency (EPA) Community-Wide Brownfields Assessment Grant. The County Manager respectfully requests that the Board approve a service contract between Duplin County and TRC Engineers, Inc. for professional services related to a \$500,000 EPA Community-Wide Brownfields Assessment Grant that has been awarded to Duplin County. EPA Brownfields Assessment Grants provide funding for grant recipients to inventory, characterize, assess, conduct a range of planning activities, develop site-specific cleanup plans, and conduct community engagement related to brownfield sites. This grant will be used to help Duplin County address our brownfield challenges to help bring them back into productive reuse, by

assessing sites contaminated by hazardous substances, pollutants, contaminants (including hazardous substances co-mingled with petroleum, and/or petroleum. The grant funds will be used to assess and plan redevelopment of Brownfields consisting of unused or underutilized industrial and commercial sites throughout the County. This program is an important tool in addressing brownfields sites with the potential to transform the County economically and socially, increase job opportunities, and provide healthy lifestyle alternatives. Duplin County does not have the level of expertise it will take to fulfill the requirements of the grant. Thus, we will need to partner with TRC Engineers, Inc. to provide the necessary consultant services to assist us as we navigate through the grant process over the next four (4) years.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve the service contract between Duplin County and TRC Engineers, Inc. to provide professional consultant services relevant to an EPA Community-Wide Brownfields Assessment Grant that has been awarded to Duplin County.

8830 Davis H. Brinson, County Manager/Clerk to the Board, appeared before the Board to request the approval of the Resolution to Approve the Presentation of his Badge & Service Weapon to Retiring Sheriff Blake Wallace. The County Manager appeared before the Board to request that it adopt a resolution authorizing Sheriff-Elect Stratton Stokes to present retiring Sheriff Blake Wallace his Duplin County Sheriff's Office badge and service weapon in recognition of his retirement from the Duplin County Sheriff's Office and the County of Duplin. This request is pursuant to NC General Statute § 20-187.2 and is also in accordance with past Duplin County government practices. The service weapon is a Smith & Wesson Air Lite PD .357 Revolver Serial # CHJ0584.

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously to approve Resolution to Approve the Presentation of his Badge & Service Weapon to Retiring Sheriff Blake Wallace and also approve a request from the Sheriff's Office that a Smith & Wesson Air Lite PD .357 Revolver (Serial # CHJ0584) be declared surplus.

Davis H. Brinson, County Manager/Clerk to the Board, appeared before the Board to present a contract between Duplin County and Warsaw Animal Hospital, PA for the treatment of all seized and quarantined animals pursuant to NC General Statute §153A-442 and §19A-70; 02 NCAC 52J.0210. The initial term of this contract is to commence July 1, 2022 and shall continue June 30, 2023 with an option to terminate the contract by either party at any given time, with or without cause, within a thirty-day advanced written notice. Contractor shall perform all services under this contract within compliance of the law.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to approve the service contract for veterinary services between Duplin County Animal Services and the Warsaw Animal Hospital, PA for the initial term of July 1, 2022 until June 30, 2023.

Angie Quinn, Soil & Water Conservation District Supervisor, appeared before the Board to present the FY 2022-23 Muddy Creek Watershed Streamflow Rehabilitation (StRAP) Contract. Jerry Hall, DBA Hall's Tree Service, was the low bidder for the Muddy Creek Streamflow Rehabilitation (StRAP) contract in the amount of \$162,200.00.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to award Jerry Hall, DBA Hall's Tree Service, the Fiscal Year 2022-23 Muddy Creek Streamflow Rehabilitation contract in the amount of \$162,200.00.

Angie Quinn, Soil & Water Conservation District Supervisor, appeared before the Board to present the FY 2022-23 Limestone & Muddy Creek Watershed Streamflow Rehabilitation (StRAP) Maintenance Contract. Douglas Sholar of D&D Construction, LLC, was the low bidder for the StRAP Maintenance Contract in the amount of \$135,300.00.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to award Douglas Sholar of D&D Construction, LLC the Fiscal Year 2022-23 Streamflow Rehabilitation Maintenance Contract for the Limestone and Muddy Creek Watersheds in the amount of \$135,300.00

Angie Quinn, Soil & Water Conservation District Supervisor, appeared before the Board to present the Limestone Creek Watershed Streamflow Rehabilitation (StRAP) Contract. Daniel Steiner, DBA Snatchit Clearing, was the low bidder for the Limestone Creek Streamflow Rehabilitation (StRAP) Contract in the amount of \$204,396.00. (R)

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously to award Daniel Steiner, DBA Snatchit Clearing, the Fiscal Year 2022-23 Limestone Creek Watershed Streamflow Rehabilitation Contract in the amount of \$204,396.00.

Davis H. Brinson, County Manager/ Clerk to the Board, appeared to make general announcements and updates.

CLOSED SESSION**N. C. G. S §143-318.11 (a) (6) – Personnel Matters****N. C. G. S §143-318.11 (a) (3) – Legal Matters**

Motion was made by Commissioner Thompson, seconded by Commissioners Branch, carried unanimously to go out of open session and into closed session to discuss legal matters.

Motion was made by Commissioner Dowe, seconded by Commissioner Thompson, carried unanimously to go back into open session from closed session.

Motion was made by Commissioner Branch, seconded by Commissioner Thompson, carried unanimously to adjourn until Monday, December 5th, 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

Duplin County, NC



JOURNAL INQUIRY

YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023 05	78 BUA	11/03/2022	11/03/2022	112122	chelsey.lanier	1	N	Hist	2023	
LN	ORG	OBJECT	PROJ	SECT	SECT	LINE DESCRIPTION	DEBIT	CREDIT	OR	
ACCOUNT DESCRIPTION										
1	5113	43250				T				500.00
2	5127	41990				T				1,754.02
3	5182	41990				T				18.00
4	5113	42980				T		500.00		
5	5127	40121				T		1,190.69		
6	5127	40181				T		90.00		
7	5127	40182				T		144.90		
8	5127	40183				T		328.43		
9	5182	40184				T		18.00		

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
2023 05	83 BUA	11/04/2022	11/04/2022	112122	chelsey.lanier	1	N	Hist	2023	
LN	ORG	OBJECT	PROJ	SECT	SECT	LINE DESCRIPTION	DEBIT	CREDIT	OR	
ACCOUNT DESCRIPTION										
1	5165	40121				T				3,716.50
2	5165	42490				T				25.00
3	5165	42500				T				150.00
4	5165	43530				T				500.00
5	5165	42600				T		4,391.50		

JOURNAL TOTAL 0.00 0.00

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JOURNAL INQUIRY

YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023 05	136 BUA	11/08/2022	11/08/2022	112122	chelsey.lanier	1	N	Hist	2023	
LN	ORG	OBJECT	PROJ	SECT	SECT	LINE DESCRIPTION	DEBIT	CREDIT	OR	
ACCOUNT DESCRIPTION										
1	5618	42600				T				4.85
2	5618	42611				T		4.85		

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
2023 05	169 BUA	11/09/2022	11/09/2022	112122	chelsey.lanier	1	N	Hist	2023	
LN	ORG	OBJECT	PROJ	SECT	SECT	LINE DESCRIPTION	DEBIT	CREDIT	OR	
ACCOUNT DESCRIPTION										
1	4250	43510				T				1,000.00
2	4250	42500				T		1,000.00		
3	4250	43510				T				430.00
4	4250	43210				T		430.00		
5	4250	43510				T				2,700.00
6	4250	43300				T		2,700.00		
7	4250	43510				T				800.00
8	4250	43520				T		800.00		

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
2023 05	199 BUA	11/09/2022	11/09/2022	112122	chelsey.lanier	1	N	Hist	2023	
LN	ORG	OBJECT	PROJ	SECT	SECT	LINE DESCRIPTION	DEBIT	CREDIT	OR	
ACCOUNT DESCRIPTION										
1	4320	43001				T				3,000.00

REIMBURSE OASIS FOR ATM FEES

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JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	05	199	BUA	11/09/2022	11/09/2022	112122	chelsey.tanier	1	N	Hist	2023	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION		DEBIT	CREDIT	DR	
ACCOUNT DESCRIPTION												
2	4320	42980					T			3,000.00		
3	4530	43530					T				500.00	
4	4530	43510					T				440.00	
5	4530	42500					T			940.00		
										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
2023	05	243	BUA	11/10/2022	11/10/2022	112122	chelsey.tanier	1	N	Hist	2023	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION		DEBIT	CREDIT	DR	
ACCOUNT DESCRIPTION												
1	6160	43031					T				4,000.00	
2	6160	42022					T			4,000.00		
										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
2023	05	249	BUA	11/10/2022	11/10/2022	112122	chelsey.tanier	1	N	Hist	2023	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION		DEBIT	CREDIT	DR	
ACCOUNT DESCRIPTION												
1	4530	43520					T				333.30	
2	4530	42600					T			333.30		
3	5110	40121					T				6,200.00	
4	5110	41990					T			6,200.00		
										JOURNAL TOTAL	0.00	0.00

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JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	05	312	BUA	11/15/2022	11/15/2022	112122	chelsey.tanier	1	N	Hist	2023	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION		DEBIT	CREDIT	DR	
ACCOUNT DESCRIPTION												
1	4520	43530					T				100.00	
2	4520	43720					T		100.00			
3	4335	42980					T				524.84	
4	4335	42120					T		414.61			
5	4335	43110					T		110.23			
** 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
2023	05	316	BUA	11/15/2022	11/15/2022	112122	chelsey.tanier	1	N	Hist	2023	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION		DEBIT	CREDIT	DR	
ACCOUNT DESCRIPTION												
1	4313	42600					T				430.00	
2	4313	43520					T		430.00			
** 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
2023	05	338	BUA	11/16/2022	11/16/2022	112122	chelsey.tanier	1	N	Hist	2023	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION		DEBIT	CREDIT	DR	
ACCOUNT DESCRIPTION												
1	4380	42380					T				5,000.00	
2	4380	42980					T				2,000.00	
3	4380	45100					T		7,000.00			
** JOURNAL TOTAL										0.00	0.00	
** GRAND TOTAL										0.00	0.00	

10 Journals printed

DUPUN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE NOVEMBER 21, 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 RELEASE	REASON FOR RELEASE
19802	BORJAS, OSCAR ARMANDO O.	10			2022	010005017						\$ 110.00	\$ 110.00	NO DWELLING ON PROPERTY
19803	CARBON CYCLE NORTH CAROLINA, LLC	01	T-73		2022	1479831	\$ 103.68	\$ 2.90	\$ 82.65			\$ 110.00	\$ 189.23	AMOUNT EXEMPTED FOR POLLUTION ABATEMENT
19804	CARR, MARGARET M.	12			2022	1599515	\$ 195.91	\$ 5.48					\$ 201.39	DID NOT RECEIVE ELDERLY EXEMPTION
19805	CASE FARMS	02		F-15	2022	1707516	\$ 289.27	\$ 8.09		\$ 20.23			\$ 317.59	CIP VALUE BILLED AGAIN FROM LAST YEAR
19806	MARINO, TREY DON & WF ROBBYN	13		F-03	2022	5527111	\$ 321.75	\$ 9.00		\$ 24.75			\$ 355.50	SHOULD HAVE RECEIVED VETERAN EXEMPTION
19807	MARINO, TREY DON & WF ROBBYN	13		F-03	2021	5527111	\$ 321.75	\$ 9.00		\$ 24.75			\$ 355.50	SHOULD HAVE RECEIVED VETERAN EXEMPTION
19808	MARINO, TREY DON & WF ROBBYN	13		F-03	2020	5527111	\$ 321.75	\$ 9.00		\$ 24.75			\$ 355.50	SHOULD HAVE RECEIVED VETERAN EXEMPTION
19809	OLD NORTH STATE PROPERTIES, LLC	09			2022	6490175						\$ 31.05	\$ 31.05	APPLIED LATE FOR PRIVATE HAULER
19810	ONEAL, VERNON CHARLES & WF ELAINE	07			2022	010003507						\$ 31.05	\$ 31.05	APPLIED LATE FOR PRIVATE HAULER
19811	PATTERSON, JACK RANDALL & WF	05		F-06	2022	6675319	\$ 1,384.24	\$ 38.72		\$ 145.20		\$ 31.05	\$ 1,568.16	BILLED INCORRECT VALUE
19812	PERRY, EARNEST	01		F-07	2022	6735258	\$ 35.75	\$ 1.00		\$ 3.50			\$ 40.25	PROPERTY SOLD IN 1960
19813	PERRY, EARNEST	01		F-07	2021	6735258	\$ 35.75	\$ 1.00		\$ 3.50			\$ 40.25	PROPERTY SOLD IN 1960
19814	PERRY, EARNEST	01		F-07	2020	6735258	\$ 35.75	\$ 1.00		\$ 3.50			\$ 40.25	PROPERTY SOLD IN 1960
19815	PERRY, EARNEST	01		F-07	2019	6735258	\$ 35.75	\$ 1.00		\$ 3.50			\$ 40.25	PROPERTY SOLD IN 1960
19816	PERRY, EARNEST	01		F-07	2018	6735258	\$ 35.75			\$ 3.15			\$ 38.90	PROPERTY SOLD IN 1960
19817	PERRY, EARNEST	01		F-07	2022	6735258	\$ 7.15	\$ 0.20		\$ 0.70			\$ 8.05	PROPERTY SOLD IN 1960
19818	PERRY, EARNEST	01		F-07	2021	6735258	\$ 7.15	\$ 0.20		\$ 0.70			\$ 8.05	PROPERTY SOLD IN 1960
19819	PERRY, EARNEST	01		F-07	2020	6735258	\$ 7.15	\$ 0.20		\$ 0.70			\$ 8.05	PROPERTY SOLD IN 1960
19820	PERRY, EARNEST	01			2019	6735258	\$ 7.15	\$ 0.20					\$ 7.35	PROPERTY SOLD IN 1960
19821	PERRY, EARNEST	01			2018	6735258	\$ 7.15						\$ 7.15	PROPERTY SOLD IN 1960
19822	PERRY, EARNEST	01		F-07	2022	6735258	\$ 7.15	\$ 0.20		\$ 0.70			\$ 8.05	HAS NOT OWNED PROPERTY SINCE 1960
19823	PERRY, EARNEST	01		F-07	2021	6735258	\$ 7.15	\$ 0.20		\$ 0.70			\$ 8.05	HAS NOT OWNED PROPERTY SINCE 1960
19824	PERRY, EARNEST	01		F-07	2020	6735258	\$ 7.15	\$ 0.20		\$ 0.70			\$ 8.05	HAS NOT OWNED PROPERTY SINCE 1960
19825	PERRY, EARNEST	01			2019	6735258	\$ 7.15	\$ 0.20					\$ 7.35	HAS NOT OWNED PROPERTY SINCE 1960
19826	PERRY, EARNEST	01			2018	6735258	\$ 7.15						\$ 7.15	HAS NOT OWNED PROPERTY SINCE 1960
19827	SAMPSON, ROSSILL JOSUE	05		F-25	2022	7561582	\$ 2.47	\$ 0.07			\$ 0.25		\$ 2.79	MYT TRAILER STOLEN 5/9/2019
19828	SAMPSON, ROSSILL JOSUE	05		F-25	2021	7561582	\$ 3.11	\$ 0.09			\$ 0.32		\$ 3.52	MYT TRAILER STOLEN 5/9/2019
19829	SAMPSON, ROSSILL JOSUE	05		F-25	2020	7561582	\$ 3.11	\$ 0.09			\$ 0.32		\$ 3.52	MYT TRAILER STOLEN 5/9/2019
19830	WHALEY, JEFFREY	02		F-12	2022	9342169	\$ 14.30	\$ 0.40		\$ 1.30	\$ 1.60	\$ 110.00	\$ 127.60	SWMH DOUBLE LISTED
19831	WHALEY, JEFFREY	02		F-12	2021	9342169	\$ 14.30	\$ 0.40		\$ 1.30	\$ 1.60	\$ 90.00	\$ 107.60	SWMH DOUBLE LISTED
19832	WHALEY, JEFFREY	02		F-12	2020	9342169	\$ 14.30	\$ 0.40		\$ 1.30	\$ 1.60	\$ 90.00	\$ 107.60	SWMH DOUBLE LISTED
19833	WHALEY, JEFFREY	02			2019	9342169	\$ 14.30				\$ 1.47	\$ 90.00	\$ 106.17	SWMH DOUBLE LISTED
19834	WHALEY, JEFFREY	02			2018	9342169	\$ 14.30				\$ 1.43	\$ 90.00	\$ 105.73	SWMH DOUBLE LISTED
19835	WHALEY, JEFFREY	02			2017	9342169	\$ 13.90				\$ 1.39	\$ 90.00	\$ 105.29	SWMH DOUBLE LISTED
19836	WHALEY, JEFFREY	02			2016	9342169	\$ 14.60				\$ 1.46	\$ 90.00	\$ 106.06	SWMH DOUBLE LISTED
19837	WHALEY, JEFFREY	02			2015	9342169	\$ 14.60				\$ 1.46	\$ 90.00	\$ 106.06	SWMH DOUBLE LISTED
19838	WHALEY, JEFFREY	02			2014	9342169	\$ 14.60				\$ 1.46	\$ 90.00	\$ 106.06	SWMH DOUBLE LISTED
19839	WHALEY, JEFFREY	02			2013	9342169	\$ 14.40				\$ 1.44	\$ 90.00	\$ 105.84	SWMH DOUBLE LISTED
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Request Number: 4
Request Amount: \$0.00
Termination Date: 6/15/2024

Send Questions, Payment Request Form and Supporting Documentation to:
E-Mail: RCFReports@procommerce.com



Rodriguez
Painting

81586.6

MEMO

TO: Davis Brinson (Duplin County Manager)

FROM: Blake Wallace (Duplin County Sheriff)

DATE: 11-14-2022

SUBJECT: Consent Agenda/Surplus of Weapons

The Duplin County Sheriff's Office would like to surplus the below listed firearms due to their age and condition. I would like to have this request placed on the next Board meeting under the Consent Agenda. The following seven shotguns and two rifles described below by make, model, and serial number will be traded in with Am Char Wholesale, Inc. located in Wilmington, N.C. where the fair market value of the weapons will be credited to the Sheriff's Office for future purchases.

Make	Model	Serial Number
BENNELU	NOVA	Z353126
BENNELU	NOVA	Z353129
BENNELU	NOVA	Z353130
BENNELU	NOVA	Z353218
BENNELU	NOVA	Z353263
BERRETA	1200	A2715L
BERRETA	1200	A2723L
Make	Model	Serial Number
COLT	AR-15	L221738
COLT	AR-15	L221948

Am Char is a Class III licensed firearms dealer that specializes in Law Enforcement transactions and sales. There will be no fees incurred by the Sheriff's Office as they will be providing the Sheriff's Office with credit for the Firearms.

Duplin County, NC



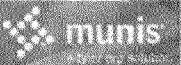
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED
					BUSINESS	CHANGE	BUSINESS
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND
2023	05	251 11/22/2022			BUA 112122C	1	1
1	5110	35136	HEALTH		MATERNAL HEALTH MEDICAID		
	10-50-5100-5110-000-35136					-56,000.00	-10,000.00
						11/22/2022	-66,000.00
2	5163	44500	MATERNAL HEALTH		INSURANCE AND BONDS		
	10-50-5100-5163-000-44500					1,600.00	1,000.00
						11/22/2022	2,600.00
3	5163	42410	MATERNAL HEALTH		PHARMACY		
	10-50-5100-5163-000-42410					1,600.00	1,500.00
						11/22/2022	3,100.00
4	5163	42420	MATERNAL HEALTH		IN HOUSE LAB		
	10-50-5100-5163-000-42420					2,812.50	2,400.00
						11/22/2022	5,212.50
5	5163	42013	MATERNAL HEALTH		LAB PROCESSING		
	10-50-5100-5163-000-42013					4,663.25	5,100.00
						11/22/2022	9,763.25
					** JOURNAL TOTAL		0.00
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND
2023	05	315 11/22/2022			BUA 112122C	1	1
1	4100	39951	GENERAL FUND		FUND BAL CARRY FWD GRANTS		
	10-41-4100-0000-000-39951				Carry forward	-224,174.16	-31,195.06
						11/22/2022	-255,369.22
2	4961	40121	SOIL CONSERVATION GRANT		SALARIES		
	10-47-4960-4961-000-40121				Carry forward	.00	15,000.00
						11/22/2022	15,000.00
3	4961	40181	SOIL CONSERVATION GRANT		SOCIAL SECURITY		
	10-47-4960-4961-000-40181				Carry forward	.00	4,000.00
						11/22/2022	4,000.00
4	4961	40182	SOIL CONSERVATION GRANT		RETIREMENT		
	10-47-4960-4961-000-40182				Carry forward	.00	3,000.00
						11/22/2022	3,000.00
5	4961	40183	SOIL CONSERVATION GRANT		HOSPITAL INSURANCE		
	10-47-4960-4961-000-40183				Carry forward	.00	5,000.00
						11/22/2022	5,000.00
6	4961	40184	SOIL CONSERVATION GRANT		Life Insurance		
	10-47-4960-4961-000-40184				Carry forward	.00	30.00
						11/22/2022	30.00
7	4961	42980	SOIL CONSERVATION GRANT		PROGRAM SUPPLIES		
	10-47-4960-4961-000-42980				Carry forward	.00	4,165.06
						11/22/2022	4,165.06
					** JOURNAL TOTAL		0.00
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND
2023	05	325 11/22/2022			BUA 112122C	1	1

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Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED
ACCOUNT					LINE DESCRIPTION	DATE	CHANGE	BUDGET
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND								
2023	05	325	11/22/2022		BUA 112122C	1	1	
1	5185	41990		COVID Pandemic Recovery	PROFESSIONAL SERVICES	89,500.00	-20,000.00	69,500.00
	10-50-5100-5185-000-41990					11/22/2022		
2	5185	42013		COVID Pandemic Recovery	LAB PROCESSING	3,500.00	20,000.00	23,500.00
	10-50-5100-5185-000-42013					11/22/2022		
** JOURNAL TOTAL							0.00	

Duplin County, NC



BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: chelsey.lanier

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
				LINE DESC				LINE DESC			
2023	5	351									
BUA	5110-35136							MATERNAL HEALTH MEDICAID	5		10,000.00
	11/22/2022	112122C						T			
BUA	5103-44300							INSURANCE AND BONDS	5	1,000.00	
	11/22/2022	112122C						T			
BUA	5163-42410							PHARMACY	5	1,500.00	
	11/22/2022	112122C						T			
BUA	5163-42420							IN HOUSE LAB	5	2,400.00	
	11/22/2022	112122C						T			
BUA	5163-42613							LAB PROCESSING	5	5,100.00	
	11/22/2022	112122C						T			
JOURNAL 2023/05/251 TOTAL										00	00
2023	5	315									
BUA	4100-39951							FUND BAL CARRY FWD GRANTS	5		31,195.06
	11/22/2022	112122C						T			
BUA	4961-40121							SALARIES	5	15,000.00	
	11/22/2022	112122C						T			
BUA	4961-40181							SOCIAL SECURITY	5	4,000.00	
	11/22/2022	112122C						T			
BUA	4961-40182							RETIREMENT	5	3,000.00	
	11/22/2022	112122C						T			
BUA	4961-40183							HOSPITAL INSURANCE	5	5,000.00	
	11/22/2022	112122C						T			
BUA	4961-40184							Life Insurance	5	30.00	
	11/22/2022	112122C						T			
BUA	4961-42980							PROGRAM SUPPLIES	5	4,165.06	
	11/22/2022	112122C						T			
JOURNAL 2023/05/315 TOTAL										00	00
2023	5	325									
BUA	5185-41990							PROFESSIONAL SERVICES	5		20,000.00
	11/22/2022	112122C						T			
BUA	5185-42013							LAB PROCESSING	5	20,000.00	
	11/22/2022	112122C						T			
JOURNAL 2023/05/325 TOTAL										00	00



BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

RESOLUTION 2022 -

County of Duplin
Office of the County Commissioners



RESOLUTION HONORING KENNEDY THOMPSON

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

WHEREAS, Kennedy Thompson, was appointed as a member of the Duplin County Board of Commissioners on August 15, 2011; and

WHEREAS, Kennedy Thompson was elected by the residents of District III in 2012 to fulfill an expired term and again in November 2014 and November 2018 to consecutive four-year terms; and

WHEREAS, Kennedy Thompson was elected Chairman of the Duplin County Board of Commissioners in 2013, 2014, and 2018; and

WHEREAS, Kennedy Thompson was elected Vice-Chairman of the Duplin County Board of Commissioners in 2012, 2016, 2017, 2019, 2020 and 2021; and

WHEREAS, Kennedy Thompson, was educated at the University of North Carolina at Chapel Hill and earned a Bachelor's Degree in 1997 and was also educated at the University of Baltimore School of Law where he earned a Juris Doctorate Degree in 2001; and

WHEREAS, Kennedy Thompson is a well-respected local attorney and Managing Partner of Thompson & Thompson, P.C.; and

WHEREAS, Kennedy Thompson is a member of the Duplin County Bar Association, the 4th Judicial District Bar Association, and the North Carolina Bar Association; and

WHEREAS, Kennedy Thompson also serves as General Counsel for James Spurn Community College, the Town of Warsaw, and the Town of Rose Hill; and

WHEREAS, Kennedy Thompson is a devoted husband to Courtney, and a loving father to their four children Bear, Elle, Trace and Parker; and

WHEREAS, Kennedy Thompson elected not to seek reelection in 2022; and

WHEREAS, Kennedy Thompson during this period of public service earned for himself the reputation of being a devoted husband and father, a loyal friend, and an able and dedicated public servant.

NOW, THEREFORE BE IT RESOLVED that the Duplin County Board of Commissioners expresses its gratitude to Kennedy Thompson for his over eleven years of service as a Duplin County Commissioner for District III and for his love and dedication to all Duplin County residents; and

BE IT FURTHER RESOLVED that the Duplin County Board of Commissioners, County staff and residents wish Kennedy Thompson continued success in all his endeavors and express their hope for him and his family's continued health, happiness, and prosperity.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the County of Duplin, to be affixed on this the Twenty-First day of November, 2022.

Dexter B. Edwards
Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

Attest: *Davis H. Britson*
Davis H. Britson
Clerk to the Board of Commissioners

County of Duplin
Office of the County Commissioners



RESOLUTION TO APPROVE THE PRESENTATION OF THE BADGE AND SERVICE WEAPON TO RETIRING SHERIFF BLAKE WALLACE

State of North Carolina
County of Duplin

WHEREAS, the Board is requested to authorize Sheriff-Elect Stratton Stokes to present retiring Sheriff Blake Wallace his Duplin County Sheriff's Office badge and service weapon pursuant to state law and past county practices in recognition of his retirement from the Duplin County Sheriff's Office and the County of Duplin; and

WHEREAS, retiring Sheriff Wallace's law enforcement career has included service as an Agent with the North Carolina Alcohol Law Enforcement Division, a Special Agent with the North Carolina State Bureau of Investigation, and for the last twenty (20) years as the elected Sheriff of Duplin County; and

WHEREAS, North Carolina General Statutes § 20A-187.2 provides for the presentation of an officer's badge upon their retirement and also provides for the governing body, in its discretion, to present the retiring officer with his/her service weapon; and

WHEREAS, all North Carolina local government retirement rules and provisions have been complied with and the effective date of retirement for Sheriff Wallace is December 4, 2022; and

WHEREAS, it has been the accepted practice of the present and past Duplin County Boards of Commissioners to present retiring officers with their badge and service weapon; and

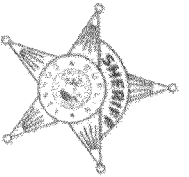
WHEREAS, in keeping with the North Carolina General Statutes and past Duplin County government practices, it is recommended that retiring Sheriff Blake Wallace be presented with his badge and Smith & Wesson Air Lite PD 357 (serial number CH0584);

NOW, THEREFORE, LET IT BE RESOLVED, by the Duplin Board of County Commissioners, that Sheriff-Elect Stratton Stokes is authorized to present retiring Sheriff Blake Wallace with his Duplin County Sheriff's Office badge and service weapon pursuant to state law and past county practices in recognition of his retirement from the Duplin County Sheriff's Office and the County of Duplin.

Adopted this the 21st day of November, 2022.

Dexter B. Edwards
Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

Attest: *Davis H. Britson*
Davis H. Britson
Clerk to the Board of Commissioners

BLAKE WALLACE
SHERIFF

DUPLIN COUNTY SHERIFF'S OFFICE

112 W. HILL STREET • P.O. BOX 908
KENANSVILLE, NC 28349
PHONE: 910-296-2150
FAX: 910-296-2156

November 10, 2022



Mr. Davis Brinson
Duplin County Manager
PO Box 910
Kenansville, NC 28349

Dear Mr. Brinson:

I would like to request that the below listed weapon be declared as a surplus weapon:

Smith & Wesson Air Lite PD .357 Revolver Serial # CHJ0584

If you have any questions, please do not hesitate to contact me.

Sincerely,

Jason Brock
Captain Jason Brock
Duplin County Sheriff's Office

ROAD NAME PETITION for UNNAMED ROAD

DUPLIN COUNTY ADDRESSING DEPARTMENT
209 SEMINARY ST / PO BOX 950
KENANSVILLE NC 28349



1. APPLICANT INFORMATION

Name: James J. WallAddress: 4466 South NC 50City/State/Zip: Wallace NC 28566Telephone: Work: 910-602-0409 Home: ---

2. MAIL DETERMINATION TO (if different than applicant information):

Name: _____

Address: _____

City/State/Zip: _____

3. ROAD LOCATION: Township Oak Mills Range 200 WestDESCRIPTION: Neighb. creek rd Mt Olive4. PARCEL TAX-ID: 03-48--

5. PROPOSED ROAD NAME:

BACKUP NAME 1: Michael Brock LnBACKUP NAME 2: Abnads

(NAME SHOULD BE LESS THAN 13 LETTERS)

6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD:

Land Owner Signature: James J. Wall

Parcel: _____

The applicant hereby certifies that the signatures on this petition constitute the required amount of accessing or adjoining the road to be named by this petition.

Applicant's Signature:

John D. Long

Fire Department Approval:

Signature:

John D. Long

Print or type name:

John Daniel Long

Department Name:

Oak Grove Fire Dept.

USPS Approval:

Signature:

Renee P. Pader

Print or type name:

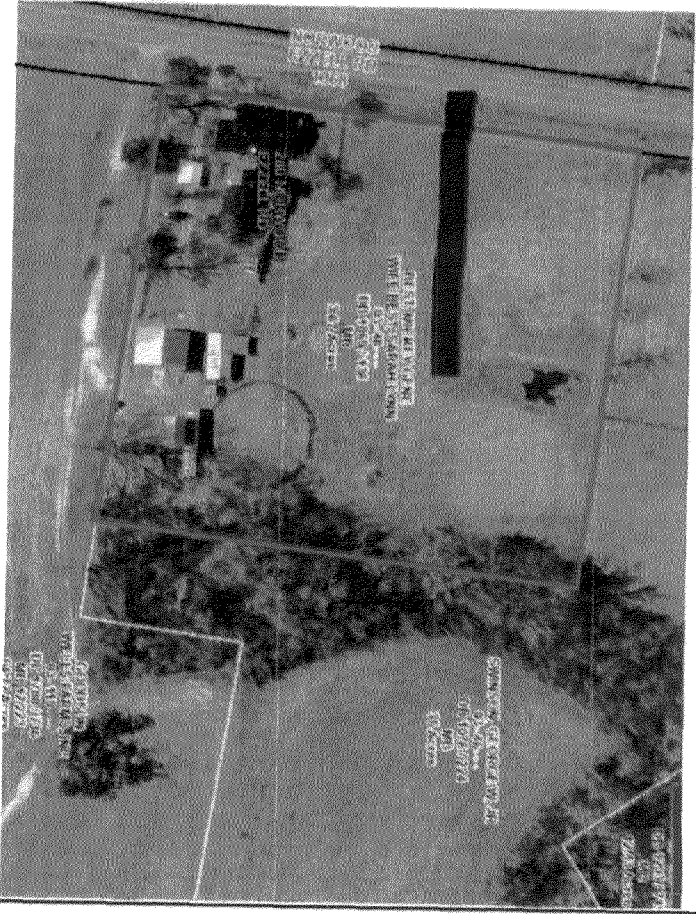
Renee P. Pader

Department Name:

Medline Post Office

Date:

10/11/22



Instructions for what to do with attachments once approved:

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Trisha Ann Hoskins by the agenda deadline. Remember, one original will be retained for the minutes.



Eastern Carolina Council
211 Middle Street, Ste 300 Phone: 252.638.1185
PO Box 1717 Fax: 252.638.1187
New Bern, NC 28560 www.eccnc.org

Introduction of ECC Executive Director David Bone, Services Provided by ECC, & Vision for the Future

Duplin County
Board of Commissioners Meeting
November 21, 2022

Serving Carteret, Chatham, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico and Wayne Counties



Information about me

- 20 years in local government management – as both a county and town manager
- Most of my career has been in eastern NC
- Started work as ECC Executive Director on May 16th
- Excited to be here!

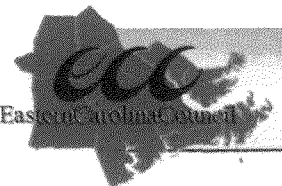
Serving Carteret, Chatham, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico and Wayne Counties



Information about ECC

- The Eastern Carolina Council (ECC) is a multi-county, local government, planning and development organization.
- We are one of sixteen councils of government in NC.
- We are a conduit between local governments in our region and state/federal partners.
- We provide technical assistance to local governments and administer projects and programs which benefit our region's citizens.

Serving Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico and Wayne Counties



Information about ECC (contd.)

- We focus on regional collaboration and partnerships.
- We serve nine counties (Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico, and Wayne) and fifty municipalities.
- **Mission Statement:** The Eastern Carolina Council's mission is to improve the region's quality of life by providing planning, economic development and senior services to local governments and area residents by maximizing resources and collaborating regionally.

Serving Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico and Wayne Counties



Traditional ECC Services

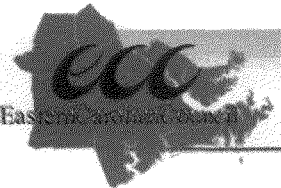
- **Area Agency on Aging (AAA)**

- Works with counties and providers to serve and advocate for the senior population in the region
- MISSION – to advocate, plan, develop, and support a comprehensive system of quality services designed to attain and preserve quality of life, health, and independence of older adults, individuals with disabilities, and caregivers.

- **Two Rural Transportation Planning Organizations (RPOs) - Eastern Carolina RPO and Down East RPO**

- Develop, in cooperation with the Department (NCDOT), long-range, local and regional multimodal transportation plans;
- Provide a forum for public participation in the transportation planning process; Developing and prioritizing suggestions for transportation projects the organization believes should be included in the State's Transportation Improvement Program (STIP); and
- Provide transportation-related information to local governments and other interested organizations and persons.

Serving Currituck, Dare, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico and Wayne Counties



Traditional ECC Services (contd.)

- **Economic Development Planning**

- ECC is the Economic Development Administration (EDA) designated Economic Development District
- ECC has the responsibility to develop and implement a Comprehensive Economic Development Strategy (CEDS) for the region
- The CEDS should identify Economic and Community Development priorities
- ECC is currently preparing to update the CEDS in the Fall of 2022
- ECC works with counties and municipalities and their economic developers if they have an EDA Public Works and Economic Adjustment Assistance grant application (ECC also performs the grant administration for these projects); also, opportunity for grants for studies

- **Administrative Services**

- Assist with manager search services – currently working with the Town of Newport

Serving Currituck, Dare, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico and Wayne Counties



Traditional ECC Services (contd.)

• Community Planning / Planning Technical Assistance

- ECC Planning staff has historically advised local governments on current planning issues such as zoning (including 160D updates), annexation, ordinance revisions and related land-use issues
- This work has historically included the development and update of numerous types of ordinances (UDOs, Zoning, Subdivision, Historic Preservation, Public Nuisances, Minimum Housing, Flood Damage Prevention, and other codes), and plans (Comprehensive, Land Use, Bicycle/Pedestrian, etc.), as well as performing administrative services for primarily smaller municipalities
- ECC Planning staff has also helped with minor GIS / mapping needs, and we can provide this service in-house
- Carlton Gideon, our New Senior Community Planner, started on Sept. 12th; ECC is currently recruiting for another Community Planner
- We supplement these services at this time through collaboration with strategic partners

Serving Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico and Wayne Counties



Initial 90-Day Plan / Accomplishments to date

1) Establish board/organizational priorities

- 90-day plan was accepted as short-term priorities

2) Build trust, relationships, and lines of communication

- Weekly communication with the ECC Executive Committee and General Membership Board
- Monthly newsletter restarted on July 1st
- Met with County Managers to begin assessment of services desired
- Sent information to members about grant funding
- Sent information to members about ARPA
- Reaching out to managers and officials
- Met with City/County Managers in October

Serving Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico and Wayne Counties



Accomplishments to date (contd.)

3) Build staff and organizational capacity and expand services to address member needs

- Applied for and received funding for ARPA Technical Assistance through NC Association of Regional Councils of Government (NCARCOG) and State
- New Finance Director started August 15th
- New Senior Community Planner started on Sept. 12th; recruiting for another Planner
- Applied for and received EDA Funding to build capacity

4) Develop a plan and take actions to improve financial sustainability / accountability

- Applied for and received funding for ARPA Technical Assistance through NC Association of Regional Councils of Government (NCARCOG) and State
- Receiving funding for Disaster Recovery Technical Assistance through NC Association of Regional Councils of Government (NCARCOG) and State
- Applied for and received EDA Funding to build capacity
- Budget and Audit information added to website

Serving Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico and Wayne Counties



Accomplishments to date (contd.)

5) Focus on customer service and providing value to members, market ECC services to members

- Continuing outreach to members
- Working with communities on ARPA technical assistance, Disaster Recovery training, 160-D legislation compliance, etc.
- AAA simplified the monthly reimbursement documentation / reporting for counties & providers
- Focusing on solutions and bringing other partners to the table, as needed

6) Seek-out opportunities to help facilitate regional collaboration and provide regional leadership

- Assisted with UNC School of Government Affordable Housing webinar; assisting SOG with possible follow-up
- Assisting with RISE Eastern NC (which stands for "Regions Innovating for Strong Economies and Environment" and aims to support resilience primarily in the storm-impacted regions) – Public meetings held on Oct. 18th and 19th
- Assisted with myFuture NC regional education attainment event on July 28th and worked with ncIMPACT on Town Hall event at ECU on August 11th
- Worked successfully with Eastern Carolina Workforce Development Board on grant application to grow workforce development leadership in region
- Assisted UNC SOG in hosting a Human Trafficking training on Sept. 29th, as well as a Water and Wastewater Operations training on Nov. 15th

Serving Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico and Wayne Counties



Accomplishments to date (contd.)

7) Tell the ECC/member success stories, improve organizational transparency

- Weekly communication with the ECC Executive Committee and General Membership Board
- Monthly newsletter restarted on July 1st
- Budget and Audit information added to website
- Sharing more good stories on Facebook
- Executive Director sharing good stories on LinkedIn

Serving Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico and Wayne Counties

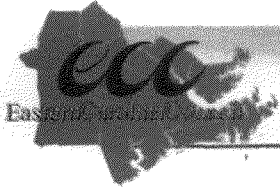


Highlights of Current Projects & Initiatives

Some current projects and initiatives include:

- Expansion of Community Planning staff / services; ARP Technical Assistance
- Area Agency on Aging – Roll-out of Grocery Assistance Program for Seniors
- Comprehensive Economic Development Strategy (CEDS) 5-year Regional Plan Update / Survey
- RPOs – work on State Transportation Improvement Plan (STIP); new webpages
- Beulaville Recreation Master Plan; PARTF Application
- Grant writing efforts
- 160-D land use compliance
- Working to plan an event with state and federal legislative delegation

Serving Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico and Wayne Counties



Focus and Vision for the Future

Moving forward, ECC wants to:

- Focus on customer service to our members
- Create value for our members
- Be the trusted partner, source of information, and resource for our members
- Expand Planning staff
- Expand Planning services
- Expand grant writing opportunities

Serving Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico and Wayne Counties



Focus and Vision for the Future (contd.)

(CONTD.)

Moving forward, ECC wants to:

- Provide leadership in bringing governments and other strategic partners together for regional collaboration on such issues as:
 - ARPA
 - Economic Development
 - Transportation
 - Training
 - Growth / Affordable Work Force Housing
 - Regional water/sewer
 - Stormwater
 - Legislative advocacy

Serving Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico and Wayne Counties



Thank you for partnership and collaboration!

Comments or Questions?

Please contact me

David Bone

executivedirector@eccog.org or

252-638-3185, ext. 3005

Serving Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico and Wayne Counties

NORTH CAROLINA

**CONTRACT FOR STREAM DEBRIS
REMOVAL - SRAP FUNDING**

DUPLIN COUNTY

THIS CONTRACT is made, and entered into this the 21st day of November, 2022, by and between the COUNTY of DUPLIN, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and, Hall's Tree Service, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

SCOPE OF SERVICES. The County has been appropriated funds for the Streamflow Rehabilitation Program (SRAP) on Muddy Creek in Duplin County. The stream debris removal shall consist of removing and disposition of trees, logs, stumps, snags, shrubs, brush, aquatic weeds and other obstructions from the flow area of the natural or excavated channel. Contractors shall be responsible for complying with all applicable permitting requirements. All debris removed from stream or stream area must be removed from the 100-year floodplain or processed in a manner that the debris would not pose a risk of blockage or significant impairment of normal streamflow during a subsequent flood event. Processing of debris includes cabling or strapping in a secured manner outside the immediate stream area (minimum of 30 ft. from top of the stream bank).

It is expressly agreed that, in addition, the following trees must be removed:

- Any tree that is leaning over the channel at an angle greater than 30 degrees of vertical and are dead or severely undercut.
- Any tree with damaged root systems.
- Any tree that is relying upon adjacent vegetation for support and may fall into the channel within one year and create blockage to flow.

Contractor timely responded to the County's REQUEST FOR PROPOSALS FOR STREAM DEBRIS REMOVAL (CLEARING AND SNAGGING) WITHIN MUDDY CREEK, DUPLIN COUNTY, NORTH CAROLINA, and was selected to remove stream debris in Muddy Creek (see ATTACHMENT A which is incorporated herein and made a part of this Contract). It is agreed by the parties that the Contractor will perform the work in accordance with General Specifications, Other Specifications, Guidelines, Provisions, and Descriptions & Specifications as set forth and referenced in ATTACHMENT B *Cleaning and Snagging Project* and ATTACHMENT C *USDA-NRCS NC Supplement S-326-1 Technical Guide Section IV, Clearing and Snagging Specifications, which are incorporated herein and made a part of this Contract.*

Work shall not be deemed completed under this Contract unless and until approved by the Duplin County Soil and Water Conservation Department and an inspector from the North Carolina Division of Soil and Water Conservation. Inspection of work at Contractor's request shall be promptly completed and assessment of Contractor's compliance shall be made in good faith.

1. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.

- 1.1 This Contract shall commence on the date first written above (hereinafter "Commencement Date"). The Contractor shall notify the Owner in writing not less than five (5) days before commencing the Work.

1.2 The Contractor shall achieve Substantial Completion of the entire Work no later than May 31, 2023. In view of the difficulty of estimating damages to the County by reason of the failure of the Contractor to complete the work herein proposed within the time limit herein proposed, or within such further time as same may be extended upon mutual written agreement of the parties, the County shall be and hereby is authorized to deduct and retain out of the moneys which may be due or become due to Contractor the sum of TWO HUNDRED DOLLARS (\$200.00) per day for each and every calendar day that the work may be incomplete beyond May 31, 2023, which sum per day is hereby agreed upon, fixed and determined by the parties hereto as the ascertained and liquidated damages that the County will suffer by reason of such default. Any adjustment to the May 31, 2023 contract completion date must be made in writing by the Duplin County Soil and Water Department.

2. **PAYMENT TO CONTRACTOR.** Contractor shall receive from the County a sum not to exceed one hundred sixty-two thousand two hundred dollars (\$162,200.00), as full compensation for the provision of services provided under this Contract, subject to deductions as provided in the Contract Documents. Any addition to the contract price must be mutually agreed upon in writing. The County agrees to pay for services, satisfactorily performed, in accordance with the Contract Documents. Payments will be processed promptly upon receipt and approval of the invoice by COUNTY. Contractor shall furnish a Form W-9 Taxpayer Identification, a copy of which shall be attached hereto.

Items of work will be completed as prioritized by Duplin Soil and Water Conservation staff. Payment for completed items may be made by submitting invoices. No partial payments will be issued for partially completed work items.

No payment(s) shall be due under this Contract unless and until the section of work purportedly completed by Contractor has been approved by the Duplin County Soil and Water Conservation Department and an inspector from the North Carolina Division of Soil and Water Conservation. Payment shall further be contingent on the conditions set forth below.

3. **CONTRACTOR'S RESPONSIBILITIES.** The Contractor shall:

Complete the clearing and snagging project as described in **ATTACHMENT B Clearing and Snagging Project** and **ATTACHMENT C USDA-NRCS NC Supplement S-326-1 Technical Guide Section IV, Clearing and Snagging Specifications**, which are incorporated herein and made a part of this Contract. Contractor shall further satisfy each of the following conditions:

- 3.1 Provide any lien waiver requested by the County, prior to final payment from the County; and
- 3.2 Obtain written approval of the satisfactory completion of the work as set forth herein from both the Duplin County Soil & Water Conservation representative and the North Carolina Division of Soil and Water Conservation; and
- 3.3 The work as listed above and contemplated herein shall be performed in a workman-like manner and must be approved by both a representative of the Duplin County Soil and Water Conservation Department and North Carolina Division of Soil and Water Conservation prior to completion and certification of work or payment being made; and

3.4 Adhere to the specifications, guidelines and provisions included in this Contract and all attachments thereto;

3.5 Provide County with updated and current lists of all employees, vehicles, and equipment being used to perform work under this Contract. County shall be immediately notified of any changes to these lists; and

3.6 Contractor is expressly prohibited from using subcontractors without first obtaining written permission and authorization from County.

4. **INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional and workmanlike manner in accordance with the standards of applicable professional organizations and licensing agencies.

5. **INDEMNITY AND HOLD HARMLESS.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification and hold harmless agreement shall survive the termination of this Contract.

6. **INSURANCE AND BONDS.**

6.1 **CONTRACTOR'S LIABILITY INSURANCE.** Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in North Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;

claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

claims for damages insured by usual personal injury liability coverage which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or by another person;

claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

claims involving contractual liability insurance applicable to the Contractor's obligations under Article 3 of the General Conditions.

6.2 The insurance required as stated above shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Under no circumstance shall the insurance coverage maintained by Contractor be less than the following:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability; and
\$100,000 --- Property Damage Liability; or

\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

\$500,000 --- Workers' Compensation

6.3 Certificates of insurance acceptable to the County shall be filed with the County prior to commencement of the Work. The Certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County. If any of the foregoing insurance coverage is required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

6.4 **BUILDER'S ALL RISK COVERAGE.** Unless otherwise provided the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in North Carolina, Builder's All Risk Coverage, in an amount equal to 100% of the Contract Sum under this Agreement.

6.5 **PERFORMANCE BOND AND PAYMENT BOND.** The Contractor shall furnish bonds, in an amount not less than 100 percent (100%) of the original contract price, covering the faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or required by North Carolina law.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

7. **LICENSE, CERTIFICATION, AND REGISTRATION OF PERSONNEL.** All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.

8. **CONFIDENTIALITY.** All data and information, both written and verbal, furnished to Contractor by County shall be regarded as confidential, shall remain the sole property of County and shall be held in confidence and safekeeping by Contractor for the sole use of the parties and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than County or County's designated legal counsel, accountants or practice management consultants any information about County, its practice or billing.

9. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

10. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

11. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Duplin and the State of North Carolina.

12. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

CONTRACTOR shall be deemed to be in default of this Contract for any of the following reasons:

- i. Failure to furnish materials or execute work in accordance with the provisions of this Agreement;
- ii. Failure to proceed with or complete the work within the time limit specified in this Agreement;
- iii. Death and/or Corporation or Partnership dissolution;
- iv. Insolvency;
- v. Bankruptcy; or
- vi. Failure to provide proof of continued required general liability and/or workers' compensation insurance (note: any lapse of insurance this Contract terminates).

The examples of default set forth above are not all-inclusive and should in no way be construed to limit the County's right to allege and assert other instances of default by Contractor. Contractor shall be responsible for any and all costs and damages of the OWNER resulting from said default.

13. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

14. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

15. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.

16. **IRAN DIVESTMENT ACT.** CONTRACTOR certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units (G.S. 143C-6A-6(a)). It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

17. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

18. **GOOD STANDING WITH COUNTY.** CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.

19. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF DUPLIN
ATTN: Davis Britson, County Manager
PO Box 950
Kenansville, NC 28349

Contractor
ATTN: Jerry Hall
Hall's Tree Service
977 Ellis Road
Lumber Bridge, NC 28357

20. **AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

21. **COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

22. **ANNUAL APPROPRIATIONS AND FUNDING.** This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

23. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

24. **ENTIRE CONTRACT.** This Contract, including attachments, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

25. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

26. **EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

27. AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

Reviewed by Department Head

By: Angie B. Quinn

Printed Name: Angie B. Quinn

Title: Soil Conservation District

Date: 11-21-2022

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

Date: 11-10-2022

DUPLIN COUNTY

By: [Signature]

Printed Name: DEBRA B. EDWARDS

Title: Commissioner

Date: NOV. 21, 2022

DUPLIN COUNTY

This instrument has been pre-audited in the manner required by the Local Government and Fiscal Control Act.

Duplin County Finance Officer

ATTACHMENTS to follow

Muddy Creek STRAP Stream Debris Removal

Wednesday, October 26, 2022

2:00 PM

Bid Opening

SIGN
HERE

Company	Bid Amount
JrJ Environmental 1815c Virginia Rd. Edenton NC 252-482-7044 company address city state zip phone email	\$ 499.00 ALL Components? Yes

Company	Bid Amount
Halls Tree Service 977 Ellis Rd. Lumber Bridge NC company address city state zip phone email	\$ 162,200.00 ALL Components? Yes

Company	Bid Amount
SnatchIT Clearing 206 Old Hwy 24 Beaufort NC 28518 company address city state zip phone email	\$ 173,347.00 ALL Components? Yes

Muddy Creek STRAP Stream Debris Removal

Wednesday, October 26, 2022

2:00 PM

Bid Opening [REDACTED]

Company		Bid Amount
G.W. Cantrell Grading & Excavating Inc	company	\$ 180,861.00
4158 S. NC 41 Hwy	address	All Components?
Wallahe NC 28466	city state zip	NO
	phone	
	email	

Company		Bid Amount
	company	\$
	address	All Components?
	city state zip	
	phone	
	email	

Company		Bid Amount
	company	\$
	address	All Components?
	city state zip	
	phone	
	email	



5. INSURANCE AND INDEMNITY. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to fees and reasonable charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) to the extent caused by CONTRACTOR's negligent performance of this Contract or the negligent actions of the CONTRACTOR or its officials, employees, or contractors under

this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, CONTRACTOR shall maintain, at its expense, the following insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability; and
 \$100,000 --- Property Damage Liability; or
 \$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

CONTRACTOR, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

6. **LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL.** All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.

7. **CONFIDENTIALITY.** All data and information, both written and verbal, furnished to Contractor by County shall be regarded as confidential, shall remain the sole property of County and shall be held in confidence and safekeeping by Contractor for the sole use of the parties and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees, attorneys, affiliates, and agents will not disclose to any person, firm or entity other than County or County's designated legal counsel, accountants or practice management consultants any information about County, its practice or billing. The following are excluded from the foregoing confidentiality requirements: (i) information which was in the public domain at the time of disclosing party's communication to the receiving party, (ii) information entered into the public domain through no fault of the receiving party subsequent to the time of disclosing party's communication, (iii) information which was in the receiving party's possession at the time of disclosing party's communication, (iv) information which was developed by employees or agents of the receiving party independently, (v) information which is approved for release by written authorization of the disclosing party; and (vi) information required to be disclosed by statute, law, rule, or regulation.

8. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

9. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

10. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina, notwithstanding any conflicts of law principles. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Duplin and the State of North Carolina.

11. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law. Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

12. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

13. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

14. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.

15. **IRAN DIVESTMENT ACT.** CONTRACTOR certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

16. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are

exempt from this restriction.

17. **GOOD STANDING WITH COUNTY.** CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.

ATTACHMENT 1" to follow

18. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF DUPLIN

ATTN: Davis H. Brinson, County Manager
224 Seminary Street
Kenansville, North Carolina 28349

CONTRACTOR: TRC Engineers, Inc., 114 Edinburg South Drive, #200, Cary, NC 27511
ATTN: Srikanth Nathella, Environmental Division Manager

19. **AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

20. **COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

21. **ANNUAL APPROPRIATIONS AND FUNDING.** This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

22. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

23. **ENTIRE CONTRACT.** This Contract, including Attachment 1, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

24. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

25. **EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in

ATTACHMENT 1
Scope of Services

the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

26. **AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

27. **MISCELLANEOUS.** No implied warranties shall apply. CONTRACTOR represents that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by a competent professional engineering organization rendering the same or similar services in the same locality. This representation extends for a period of one (1) year from the date of the completion of the Services. CONTRACTOR shall be entitled to an equitable adjustment in compensation/schedule for the effects of any new law, rule, regulation, executive order, standard, import duty or tariff (collectively, "Law"), any change in Law, and any change in the interpretation of any Law, which comes into effect after the date of execution of this Agreement. This Agreement does not create any rights or benefits to parties other than the COUNTY and the CONTRACTOR, and no party other than the COUNTY shall have the right to rely on the CONTRACTOR's documents or opinions rendered in connection with the Services. Neither party under this Agreement shall be liable for any indirect or consequential losses or damages. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance thereof is prevented or impeded by strikes, disturbances, riots, fire, severe weather, epidemics, governmental action, war acts, acts of God, acts of the COUNTY, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due. If any delay beyond the reasonable control of CONTRACTOR causes a change in CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this Agreement, an equitable adjustment shall be made by mutual agreement and the Agreement modified in writing accordingly. Environmental, geological, geotechnical, geochemical and hydrogeological conditions that CONTRACTOR interprets to exist between and adjacent to data locations may differ from those that actually exist and that investigation programs may fail to detect certain conditions. COUNTY agrees that hazardous or suspected hazardous substances may be discovered during the provision of the Services and COUNTY maintains ownership and responsibility for such existing hazardous substances. All impacted samples, materials and equipment that cannot be readily cleansed shall remain the property of COUNTY for proper handling and disposal. COUNTY agrees that discovery of any such condition may constitute a changed condition resulting in an equitable adjustment to CONTRACTOR's schedule and/or compensation.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

Reviewed by Department Head

By: [Signature]
Date Reviewed: 10/2/2012

CONTRACTOR

By: _____
Printed Name: _____
Title: _____

This instrument has been prepared in the manner required by the Local Government and Fiscal Control Act

By: [Signature]
Printed Name: DEBRA B. KENNEDY
Title: CHIEF FINANCIAL OFFICER



114 Edinburgh 5, Drive, Ste 200 Cary, NC 27511
T 919.827.0864
TRCcompanies.com

November 15, 2022

Davis Brinson, County Manager
Duplin County
224 Seminary Street / PO Box 950
Kenansville, NC 28349

RE: **Scope of Services - Professional Consultant Services**
EPA Community-Wide Brownfields Assessment Program
TRC Engineers Inc. Proposal Number 515528.9990

Dear Mr. Brinson,

The TRC Engineers, Inc. (TRC) is excited at the opportunity to provide our scope of services for the above referenced project. Our understanding of the project is based on our close knowledge of your brownfields redevelopment efforts to date.

Our proposal is also consistent with our comprehensive Qualifications package that we submitted in response to the County's Request for Qualifications (RFQ) dated October 5, 2022; and your notification of our selection on October 27, 2022. We thank you very much and are pleased to submit this scope of services for your review and approval.

I. **PROJECT DESCRIPTION**

In July 2022, Duplin County was officially awarded an **EPA Community-wide Brownfields Assessment Grant** to assess and plan redevelopment of Brownfields consisting of unused or underutilized industrial and commercial sites throughout the County. This program is an important tool in addressing brownfields sites with the potential to transform the County economically and socially, increase job opportunities, and provide healthy lifestyle alternatives.

On behalf of TRC, thank you for the opportunity to provide our scope of services for the above referenced project. The County's Cooperative Agreement with EPA covers a 4-year Brownfields Grant Cycle beginning July 2022 and ending September 30, 2026.

II. **PROJECT DESCRIPTION**

As background, in December 2021 the County submitted a grant proposal for a Community-Wide Brownfields Assessment, which was accepted and approved for funding in May 2022.

Mr. Davis Brinson
November 15, 2022
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Subsequently the EPA Cooperative agreement finalizing the grant was awarded to the County. The purpose of the project is to evaluate abandoned and deteriorating industrial and commercial sites within the County for reuse as commercial/industrial, greenspace, recreational and job training facilities, and/or residential, mixed-use properties.

The County previously identified a few focus target areas for this grant, to perform environmental assessments and cleanup/redevelopment planning, although any property within County may be assessed using these funds. The first step will be to develop an inventory of potential brownfields, focused on County's target areas, for use in prioritizing assessment opportunities. Some of these properties will be considered for recreational use and/or green space, while some will more appropriately be targeted for redevelopment as commercial/industrial or residential properties that will (1) encourage new investment and reinvestment at all levels; (2) attract well educated workers and retain those already residing in the community; and (3) encourage construction of new housing alternatives for a healthy, equitable community.

III. **SCOPE OF SERVICES**

Specific project tasks are generally outlined below and were developed to achieve the primary goals and objectives (outcomes) of the project, which include completing multiple Phase I and Phase II Environmental Site Assessments (ESAs), associated project work plans and remediation/reuse plans, along with associated administrative and community engagement activities in support of the objectives outlined above. All activities will be completed within the defined project period in accordance with the County's Cooperative Agreement with EPA.

Task 1: Cooperative Agreement Oversight / Administration and Community Engagement:

We will assist County staff with activities integral to achieving the purpose of the grant, such as program coordination, financial and performance monitoring and reporting, preparing quarterly reports and a final technical report, property reporting through EPAs on-line system (ACRES); preparing financial status reports and administering project closeout. We will track and measure progress, including activities, schedules, budgets, outputs and milestones, which are keyed to community outreach efforts as well as your EPA reporting requirements. Additionally, we will provide assistance necessary to engage and maintain interaction with stakeholders and the community throughout the project. Primary activities include (1) developing content for news releases and the existing special brownfields page on the County's website to provide project updates, post reports and summaries of findings, and cite success stories; (2) preparing educational / outreach materials describing the program and its benefits to property owners, developers and citizens; and (3) facilitating advertised public informational meetings for affected residents and businesses to coincide with significant milestones, as needed.

Task 2: Brownfields Mapping and Database, Preliminary Site Characterization, Eligibility Determinations, Site Prioritization and Access Coordination: We will develop a brownfields inventory and database focused on the target areas that the County has previously prioritized. Inventoried properties will be characterized, prioritized, and a pool of sites will be selected for

Mr. Davis Brinson
November 15, 2022
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assessment. The number of sites chosen will depend upon access considerations and projected assessment costs. No assessments will be conducted prior to confirming eligibility with EPA, and, when applicable, with DEQ for petroleum sites.

Task 3a: Phase I Environmental Site Assessments: Upon receiving favorable eligibility determinations and access from property owners, we will conduct Phase I ESAs, which will be completed consistent with ASTM E1527-13 to meet EPA's All Appropriate Inquiry standard. County staff will assist in securing site access and reviewing and approving reports for our submittal for EPA approval upon completion of each Phase I ESA. It should be noted that the actual number of Phase I ESAs conducted during the project period will depend upon varying cost considerations such as site size, past uses, and number of Recognized Environmental Conditions.

Task 3b: Phase II Environmental Site Assessments: Based on Phase I ESA results, sites will be evaluated to determine which require Phase II ESAs, including soil and groundwater sampling, laboratory analyses, and preparation of reports with recommendations for further action, if warranted. The actual number of Phase II ESAs conducted will depend upon varying cost considerations.

Project Work Plans: It is anticipated that some sites selected (primarily) for Phase II assessments will require project work plans and quality assurance documents, including a generic Quality Assurance Project Plan (QAPP) applicable to all sites, Site Specific Field Sampling Plans (FSPs), Site Eligibility Determination Requests, Property Profile Forms, and other related documents. The actual number of Work Plans prepared will depend upon varying cost considerations.

Task 4: Preliminary Planning for Remediation and Redevelopment: If warranted, preliminary remediation plans will be prepared to review alternatives for further environmental investigation and/or remediation. Preliminary cost estimates will be developed for each alternative and evaluation reports will be prepared and coordinated with EPA and DEQ for concurrence and approval of any proposed remedial actions as applicable. We will assist County staff in working with stakeholders to conduct conceptual redevelopment planning for some of these properties, incorporating cost-benefit analyses to determine best reuse and economic potential of sites. The actual number of remediation / redevelopment plans will depend upon varying cost considerations.

IV. SCHEDULE

Our Qualifications proposal dated October 21, 2022, included a detailed schedule that spreads the grant period of July 2022 to September 2026 and is intended to meet your program goals and objectives consistent with your EPA approved Cooperative Agreement and Work Plan. We will adhere to the proposed schedule.

Mr. Davis Brinson
November 15, 2022
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V. FEES

The specific project tasks as described herein will be completed for a total lump sum fee of **\$493,000**. We will bill monthly based on actual services completed.

The following is an approximate breakdown of fees associated with each of the project tasks as outlined above. However, final allocation of budgeted fees may vary among individual tasks as necessary to meet overall project objectives as determined by the County and EPA requirements.

TASK	DESCRIPTION	ASSOCIATED FEE
1	Cooperative Agreement Oversight / Administration And Community Engagement Assistance*	\$21,600
2	Brownfield Sites Inventory / Prioritization / Eligibility	\$19,500
3a	Phase I Environmental Site Assessments (10-20 depending on chosen sites)	\$86,400
3b	Phase II Environmental Site Assessments (Approximately 5 depending on chosen sites), including Work Plans	\$215,500
4	Preliminary Planning for Remediation and Redevelopment	\$150,000

TOTAL PROJECT FEE (LUMP SUM) \$493,000

VI. ADDITIONAL SERVICES

Any additional services requested can be undertaken on a time and material basis or negotiated lump sum fee based on your requirements in addition to the fees outlined herein. If any additional services should become necessary or desirable, a written Request for Additional Services will be submitted for your review and approval.

Mr. Davis Brinson
November 15, 2022
Page 5 of 5

On behalf of TRC Engineers, Inc., thank you again for allowing us the opportunity to provide our professional services for this important County initiative. Please do not hesitate to contact us if you have any questions or require any additional information.

Sincerely,
TRC Engineers, Inc.


Srikanth Nathella, PE
Environmental Division Manager

SN



Coates' Canons NC Local Government Law

Determining the Pay for the New Sheriff

Published: 01/06/15

Author Name: Robert Joyce

A new sheriff has been elected. What will his salary be? Must he be paid what the old sheriff was being paid, or can he be paid less?

Here is one way to read the statutes: the new sheriff must be paid at least as much as the old sheriff, unless the county commissioners thought far ahead and took steps way back before the election to lower the salary in the upcoming term.

Here is another way to read the statutes: The new sheriff can be slotted onto the county's salary schedule at an appropriate grade and step just as any other employee coming into a new position would be. The commissioners need take no step ahead of time other than adopting an appropriate salary schedule for all employees.

Which interpretation is correct? Until a court might rule on the matter in a particular case, or the General Assembly might amend the statutes to clarify matters, we cannot know for sure. But in my opinion, the second interpretation is correct: the new sheriff can be slotted appropriately onto the pay schedule.

The basic statute

The basic statute governing compensation of county employees generally is GS 153A-92. It provides that the board of county commissioners "shall fix or approve the schedule of pay, expense allowances, and other compensation of all county officers and employees, whether elected or appointed, and may adopt position classification plans." That is, the commissioners have the authority to set up a pay

schedule that includes all employees, included elected officials such as the sheriff. The commissioners have the authority to revise the pay schedule as they deem appropriate, even if that means reductions in salaries of county employees.

With respect to elected officials, however, the statute contains two significant constraints.

First, it provides, in subsection (b)(1), that the commissioners may not reduce the compensation paid to an elected official (such as the sheriff) if the reduction is to take place during the term of office of the elected official. That is, if the commissioners are unhappy with an elected official, they cannot punish that official with a pay cut during the term.

Second, it provides, in subsection (b)(2), that the commissioners may reduce the salary of an elected official for an upcoming term, not for the current term. They can do so if they act far enough ahead of the election for the new term. They must give notice of the intent to lower the salary in the new term at least 14 days before the last day of the period in which candidates for the office file their notice of candidacy—that's in February of the year in which the general election will be in November.

So, if the commissioners think about it nearly a full year ahead, they can set a lower salary for the new term. Maybe old sheriff Jones, who has been in office for 20 years, has gotten salary increases along the way, and now is making \$100,000. He is going to retire. Maybe the commissioners believe that whoever is elected to replace him should not be paid that much, since that person will have no experience as sheriff and simply does not merit such a salary. Acting well in advance, they can set a new salary for the new term, and that is what the new sheriff will be paid.

An alternative approach

But do the commissioners really have to think that far ahead? If they fail to, are they really stuck with the old sheriff's high salary for whoever is elected, regardless of experience and qualifications? Since the statute does in fact set out a method for changing the salary for the upcoming term, it is arguable that the outcome is that the commissioners are in fact stuck.

But I don't think that is the right outcome.

The statute directs the commissioners to set a "schedule of pay, expense allowances, and other compensation" for all county officers and employees, specifically including elected officials. I think that if the commissioners do set such a schedule and do in fact include the sheriff, then the county can apply that schedule to determine the salary to be paid to the new sheriff without need to go through the way-in-advance salary-change procedure of GS 153A-92(b)(2).

I think that for two reasons.

First, the salary-change procedure applies when the commissioners "reduce the salary, allowances, or other compensation of an officer to be elected at the general election." The process of slotting a newly-elected sheriff on a salary schedule, at a rate lower than the old sheriff was making, is not the equivalent of reducing the compensation "of an officer to be elected at the general election." The compensation to be paid to the officer who will be elected sheriff will be determined according to the salary schedule. There is no "reduction" involved, even if the consequence is that the new sheriff is paid less than the old sheriff.

Second, the statute that governs the filing fee that candidates for sheriff must pay supports this interpretation. That statute is GS 163-107. It provides that for offices generally, including the office of sheriff, the filing fee that a candidate must pay (unless the candidate goes through a written petition process to avoid paying the filing fee) is 1% of the first annual salary to be received by the candidate if elected. It then says this:

The salary of the office that is the basis for calculating the filing fee is the starting salary for the office, rather than the salary received by the incumbent, if different. If no starting salary can be determined for the office, then the salary used for calculation is the salary of the incumbent, as of January 1 of the election year.

That is, the statute recognizes that an elected office may have a "starting salary," derived from a salary schedule, that is different from the salary being paid to the current office holder.

Complications

The interpretation that says the county is stuck with the higher salary of the old sheriff if the commissioners don't act almost a year ahead has one advantage: it is clear cut and simple. If the commissioners act by the time of the filing period, they can lower the salary for the upcoming term. If they don't, then the new sheriff gets the old salary. Simple.

But simplicity is its only advantage. It does not, in my opinion, serve the interests of the county and the citizens for a newly-elected sheriff with considerably less experience to automatically earn what the old, experienced incumbent was making. The alternative interpretation has the advantage that the salary schedule can be regularly applied to the sheriff as to other employees and the newly elected sheriff can be paid a salary that fairly compensates him in comparison to other employees. And it requires no way-ahead action on the part of the commissioners.

The alternative interpretation does raise a couple of complications, however.

<https://www.sog.unc.edu/2019/03/determining-the-pay-for-the-new-sheriff/>

First, who is to determine where the new sheriff is to be placed on the salary schedule? I think this is the answer: whoever normally decides the placement when a new employee comes on board also determines the placement for the new sheriff. If the county human resources director normally makes that decision, then the HR director should make it for the new sheriff. Of course, GS 153A-92(c) says that after the commissioners have adopted a pay plan "the manager is responsible for . . . administering the pay plan and any position classification plan in accordance with general policies and directives adopted by the board." So, ultimately, the decision of where to place the new sheriff rests with the county manager. If the HR director normally makes the decision, then I think any employee (including the new sheriff) could appeal to the manager.

Second, what happens if the newly elected sheriff doesn't agree with the determination? Ultimately, I suppose, he could sue the county.

Third, there is case law in North Carolina indicating that for some purposes employees of the Office of the Sheriff are not regular employees of the county. One 1988 opinion from the court of appeals, for instance, makes the point very bluntly. After acknowledging that the commissioners have the power to set the number of employees that a sheriff may hire and to approve the hiring of relatives, the opinion says this: "In all other aspects, the individual person is an employee of the sheriff, de facto or de jure. Thus, any claim that the County or Board of Commissioners is the employer of [the sheriff office employee] is unsupported by the facts in the case *sub judice*." *Peele v. Provident Mutual Life Insurance Company*, 90 N.C. App. 447. This language might be read to support the idea that a salary schedule adopted for county employees could not be applied to the sheriff himself. That conclusion is unwarranted, I believe. The *Peele* case involved liability, not compensation, and in other cases courts have held that for other purposes, such as confidentiality of personnel records, employees of the sheriff's office are county employees. Further, the language directly found in GS 153A-92 permits the commissioners to apply pay schedules to elected officials. To me, that makes it clear that the pay schedule may be applied to the elected sheriff.

Register of deeds

This entire discussion applies fully to the office of register of deeds, just as it does to sheriff.

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**NORTH CAROLINA
DUPLIN COUNTY
CONTRACT FOR STREAM DEBRIS
REMOVAL - SRAP FUNDING**

THIS CONTRACT is made, and entered into this 21st day of November, 2012, by and between the **COUNTY of DUPLIN**, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and, Daniel Steiner, DBA Steatch Clearing, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR"),

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

SCOPE OF SERVICES. The County has been appropriated funds for the Streamflow Rehabilitation Program (SRAP) on Limestone Creek in Duplin County. The stream debris removal shall consist of removing and disposition of trees, logs, stumps, snags, shrubs, brush, aquatic weeds and other obstructions from the flow area of the natural or excavated channel. Grantees shall be responsible for complying with all applicable permitting requirements. All debris removed from stream or stream area must be removed from the 100-year floodplain or processed in a manner that the debris would not pose a risk of blockage or significant impairment of normal streamflow during a subsequent flood event. Processing of debris includes cabling or strapping in a secured manner outside the immediate stream area (minimum of 30 ft. from top of the stream bank)

It is expressly agreed that, in addition, the following trees must be removed:

- Any tree that is leaning over the channel at an angle greater than 30 degrees of vertical and are dead or severely undercut.
- Any tree with damaged root systems.
- Any tree that is relying upon adjacent vegetation for support and may fall into the channel within one year and create blockage to flow.

Contractor timely responded to the County's REQUEST FOR PROPOSALS FOR STREAM DEBRIS REMOVAL (CLEARING AND SNAGGING) WITHIN LIMESTONE CREEK, DUPLIN COUNTY, NORTH CAROLINA, and was selected to remove stream debris in Limestone Creek (see ATTACHMENT A which is incorporated herein and made a part of this Contract). It is agreed by the parties that the Contractor will perform the work in accordance with General Specifications, Other Specifications, Guidelines, Provisions, and Descriptions & Specifications as set forth and referenced in ATTACHMENT B *Clearing and Snagging Project* and ATTACHMENT C *USDA-NRCS NC Supplement S-326-1 Technical Guide Section IV, Clearing and Snagging Specifications, which are incorporated herein and made a part of this Contract.*

Work shall not be deemed completed under this Contract unless and until approved by the Duplin County Soil and Water Conservation Department and an inspector from the North Carolina Division of Soil and Water Conservation. Inspection of work at Contractor's request shall be promptly completed and assessment of Contractor's compliance shall be made in good faith.

1. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.

- 1.1 This Contract shall commence on the date first written above (hereinafter "Commencement Date"). The Contractor shall notify the Owner in writing not less than five (5) days before commencing the Work.

1.2 The Contractor shall achieve Substantial Completion of the entire Work no later than May 31, 2023. In view of the difficulty of estimating damages to the County by reason of the failure of the Contractor to complete the work herein proposed within the time limit herein proposed, or within such further time as same may be extended upon mutual written agreement of the parties, the County shall be and hereby is authorized to deduct and retain out of the moneys which may be due or become due to Contractor the sum of TWO HUNDRED DOLLARS (\$200.00) per day for each and every calendar day that the work may be incomplete beyond May 31, 2023, which sum per day is hereby agreed upon, fixed and determined by the parties hereto as the ascertained and liquidated damages that the County will suffer by reason of such default. Any adjustment to the May 31, 2023 contract completion date must be made in writing by the Duplin County Soil and Water Department.

2. **PAYMENT TO CONTRACTOR.** Contractor shall receive from the County a sum not to exceed **two hundred four thousand three hundred and ninety-six dollars (\$204,396.00)**, as full compensation for the provision of services provided under this Contract, subject to deductions as provided in the Contract Documents. Any addition to the contract price must be mutually agreed upon in writing. The County agrees to pay for services, satisfactorily performed, in accordance with the Contract Documents. Payments will be processed promptly upon receipt and approval of the invoice by COUNTY. Contractor shall furnish a Form W-9 Taxpayer Identification, a copy of which shall be attached hereto.

Items of work will be completed as prioritized by Duplin Soil and Water Conservation staff. Payment for completed items may be made by submitting invoices. No partial payments will be issued for partially completed work items.

No payment(s) shall be due under this Contract unless and until the section of work purportedly completed by Contractor has been approved by the Duplin County Soil and Water Conservation Department and an inspector from the North Carolina Division of Soil and Water Conservation. Payment shall further be contingent on the conditions set forth below.

3. **CONTRACTOR'S RESPONSIBILITIES.** The Contractor shall:

Complete the clearing and snagging project as described in **ATTACHMENT B Clearing and Snagging Project** and **ATTACHMENT C USDA-NRCS NC Supplement S-326-1 Technical Guide Section IV, Clearing and Snagging Specifications, which are incorporated herein and made a part of this Contract.** Contractor shall further satisfy each of the following conditions:

3.1 Provide any lien waiver requested by the County, prior to final payment from the County; and

3.2 Obtain written approval of the satisfactory completion of the work as set forth herein from both the Duplin County Soil & Water Conservation representative and the North Carolina Division of Soil and Water Conservation; and

3.3 The work as listed above and contemplated herein shall be performed in a workmanlike manner and must be approved by both a representative of the Duplin County Soil and Water Conservation Department and North Carolina Division of Soil and Water Conservation prior to completion and certification of work or payment being made;

and

3.4 Adhere to the specifications, guidelines and provisions included in this Contract and all attachments thereto;

3.5 Provide County with updated and current lists of all employees, vehicles, and equipment being used to perform work under this Contract. County shall be immediately notified of any changes to these lists; and

3.6 Contractor is expressly prohibited from using subcontractors without first obtaining written permission and authorization from County.

4. **INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional and workmanlike manner in accordance with the standards of applicable professional organizations and licensing agencies.

5. **INDEMNITY AND HOLD HARMLESS.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification and hold harmless agreement shall survive the termination of this Contract.

6. **INSURANCE AND BONDS.**

6.1 **CONTRACTOR'S LIABILITY INSURANCE.** Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in North Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

claims under workers' compensation, disability benefit, and other similar employee benefit acts which are applicable to the work to be performed;

claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

claims for damages insured by usual personal injury liability coverage which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or by another person.

claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

claims involving contractual liability insurance applicable to the Contractor's obligations under Article 3 of the General Conditions.

6.2 The insurance required as stated above shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Under no circumstance shall the insurance coverage maintained by Contractor be less than the following:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and
\$100,000 --- Property Damage Liability, or

\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

\$500,000 --- Workers' Compensation

6.3 Certificates of insurance acceptable to the County shall be filed with the County prior to commencement of the Work. The Certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County. If any of the foregoing insurance coverage is required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

6.4 BUILDER'S ALL RISK COVERAGE. Unless otherwise provided the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in North Carolina, Builder's All Risk Coverage, in an amount equal to 100% of the Contract Sum under this Agreement.

6.5 PERFORMANCE BOND AND PAYMENT BOND. The Contractor shall furnish bonds, in an amount not less than 100 percent (100%) of the original contract price, covering the faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or required by North Carolina law.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

7. **LICENSE, CERTIFICATION, AND REGISTRATION OF PERSONNEL.** All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.

8. **CONFIDENTIALITY.** All data and information, both written and verbal, furnished to Contractor by County shall be regarded as confidential, shall remain the sole property of County and shall be held in confidence and safekeeping by Contractor for the sole use of the parties and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than County or County's designated legal counsel, accountants or practice management consultants any information about County, its practice or billing.

9. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

10. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

11. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Duplin and the State of North Carolina.

12. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

CONTRACTOR shall be deemed to be in default of this Contract for any of the following reasons:

- i. Failure to furnish materials or execute work in accordance with the provisions of this Agreement.
- ii. Failure to proceed with or complete the work within the time limit specified in this Agreement.
- iii. Death and/or Corporation or Partnership dissolution.
- iv. Insolvency.
- v. Bankruptcy, or
- vi. Failure to provide proof of continued required general liability and/or workers' compensation insurance (note: any lapse of insurance this Contract terminates).

The examples of default set forth above are not all-inclusive and should in no way be construed to limit the County's right to allege and assert other instances of default by Contractor. Contractor shall be responsible for any and all costs and damages of the OWNER resulting from said default.

13. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

14. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

15. **E-VETTER.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.

16. **IRAN DIVESTMENT ACT.** CONTRACTOR certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4, individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a)) It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

17. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

18. **GOOD STANDING WITH COUNTY.** CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.

19. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF DUPLIN
ATTN: Davis Brinson, County Manager
PO Box 950
Kenansville, NC 28349

Contractor
ATTN: Daniel Steiner
Steiner Clearing
206 Old Hwy 24
Beaufort, NC 28518

20. **AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

21. **COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

22. **ANNUAL APPROPRIATIONS AND FUNDING.** This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

23. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

24. **ENTIRE CONTRACT.** This Contract, including attachments, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

25. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

26. **EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

27. AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

Reviewed by Duplin County Head

By: [Signature]

Printed Name: Angie B. Quinn

Title: Soil Conservation Director

Date: 11-16-22

CONTRACTOR

By: [Signature]

Printed Name: David Steiner Jr

Title: Owner

Date: 11-16-22

DUPLIN County

By: [Signature]

Printed Name: Dexter B. Lowmors

Title: Chairman BOCC

Date: Nov. 21, 2022

DUPLIN County

This instrument has been pre-audited in the manner required by the Local Government and Fiscal Control Act.

By: [Signature]

Duplin County Finance Officer

ATTACHMENTS to follow

Limestone Creek SRRAP Stream Debris Removal

Wednesday, October 26, 2022

2:00 PM

Bid Opening [Redacted]

Company	
J&J Environmental	company
1815c Virginia Rd.	address
Edenton NC	city state zip
252-482-7044	phone
	email

Bid Amount
\$ 294,948.99
All Components?
Yes

Company	
Halls Tree Service	company
977 Ellis Rd	address
Lumbor Bridge NC	city state zip
	phone
	email

Bid Amount
\$ 220,000.000
All Components?
Yes

Company	
SNatchIT Clearing	company
206 old Hwy 24	address
Baulaville NC 28518	city state zip
	phone
	email

Bid Amount
\$ 204,396.00
All Components?
Yes

Limestone Creek StRAP Stream Debris Removal

Wednesday, October 26, 2022

2:00 PM

Bid Opening [REDACTED]

Company	
G.W. Contrell Grading & Excavating Inc.	company
4155 S. NC 41 Hwy	address
Walpole NC 28466	city state zip
	phone
	email

Bid Amount
\$ 266,111.37
All Components? No

Company	
	company
	address
	city state zip
	phone
	email

Bid Amount
\$
All Components?

Company	
	company
	address
	city state zip
	phone
	email

Bid Amount
\$
All Components?





**SIRAP CONTRACT FOR
MAINTENANCE & REPAIRS**

THIS CONTRACT is made, and entered into this the 21st day of November 2022, by and between the COUNTY OF DUPLIN, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and D & B Construction, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** The County is the owner and operator of certain watershed improvement projects known as the Limestone Creek and Muddy Creek Watershed Projects within the County of Duplin, and the County has been appropriated funds for maintenance and repair work of these specified areas through the NC Stream Flow Rehabilitation Program (SRAP). Contractor timely responded to the County's REQUEST FOR PROPOSALS FOR MAINTENANCE REPAIRS ON LATERALS AND DRAINAGEWAYS WITHIN THE LIMESTONE CREEK AND MUDDY CREEK WATERSHED PROJECTS, DUPLIN COUNTY, NORTH CAROLINA, and was selected to maintain the areas within the watershed projects. It is agreed by the parties that Contractor will perform the work in accordance with General Specifications, Other Specifications, Guidelines, Provisions, and Descriptions & Specifications for Specific Job Types as previously set forth and referenced in ATTACHMENT 1 which is incorporated herein and made a part of this Contract.

Work shall not be deemed completed under this Contract unless and until approved by the Duplin County Soil and Water Conservation Department and an inspector from the North Carolina Division of Soil and Water Conservation. Inspection of work at Contractor's request shall be promptly completed and assessment of Contractor's compliance shall be made in good faith.

2. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 2.1 This Contract shall commence on the date first written above (hereinafter "Commencement Date"). The Contractor shall notify the Owner in writing not less than five (5) days before commencing the Work.

- 2.2 The Contractor shall achieve Substantial Completion of the entire Work no later than **February 28, 2023**. In view of the difficulty of estimating damages to the County by reason of the failure of the Contractor to complete the work herein proposed within the time limit herein proposed, or within such further time as same may be extended upon mutual written agreement of the parties, the County shall be and hereby is authorized to deduct and retain out of the moneys which may be due or become due to Contractor the sum of TWO HUNDRED DOLLARS (\$200.00) per day for each and every calendar day that the work may be incomplete beyond **February 28, 2023**, which sum per day is hereby agreed upon, fixed and determined by the parties hereto as the ascertained and liquidated damages that the County will suffer by reason of such default. Any adjustment to the **February 28, 2023** contract completion date must be made in writing by the Duplin County Soil and Water Department.

3. **PAYMENT TO CONTRACTOR.** Contractor shall receive from the County a sum not to exceed one hundred thirty-five thousand three hundred dollars (\$135,000.00), as full compensation

for the provision of services provided under this Contract, subject to additions and deductions as provided in the Contract Documents. The County agrees to pay for services, satisfactorily performed, in accordance with the Contract Documents. Payments will be processed promptly upon receipt and approval of the invoice by COUNTY. Contractor shall furnish a Form W-9 Taxpayer Identification, a copy of which shall be attached hereto.

Items of work will be completed as prioritized by Duplin Soil and Water Conservation staff. Work shall not be deemed completed under this Contract unless and until approved by the Duplin County Soil and Water Conservation Department and an inspector from the North Carolina Division of Soil and Water Conservation. Inspection of work at Contractor's request shall be promptly completed and assessment of Contractor's compliance shall be made in good faith.

4. CONTRACTOR'S RESPONSIBILITIES. The Contractor shall:

4.1 Complete repairs as described in ATTACHMENT 2, Description & Specifications for Specific Job Types, and items prioritized/specified in ATTACHMENT 1 Bid Items, and at the sites depicted on the plan map attached hereto and incorporated by reference as ATTACHMENT 3.

- a. Repair Eroded Area of Channel Side Slope
- b. Replace/Repair Existing Culvert
- c. Repair Erosion at Culvert Crossing
- d. Remove Sediment/Debris from Channel
- e. Repair Travel way/Remove Debris from Travel way
- f. Other

4.2 Provide any item waiver requested by the County, prior to final payment from the County; and

4.3 Obtain written approval of the satisfactory completion of the work as set forth herein from both the Duplin County Soil & Water Conservation representative and the North Carolina Division of Soil and Water Conservation; and

4.4 The work as listed above and contemplated herein shall be performed in a workman-like manner and must be approved by both a representative of the Duplin County Soil and Water Conservation Department and North Carolina Division of Soil and Water Conservation prior to completion and certification of work or payment being made; and

4.5 Adhere to the specifications, guidelines and provisions included in this Contract and all attachments thereto;

4.6 Provide County with updated and current lists of all employees, vehicles, and equipment being used to perform work under this Contract. County shall be immediately notified of any changes to these lists; and

4.7 Contractor is expressly prohibited from using subcontractors without first obtaining written permission and authorization from County.

5. INDEPENDENT CONTRACTOR. COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for

any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

6. INDEMNITY AND HOLD HARMLESS. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification and hold harmless agreement shall survive the termination of this Contract.

7. INSURANCE AND BONDS.

7.1 CONTRACTOR'S LIABILITY INSURANCE. Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in North Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;

claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

claims for damages insured by usual personal injury liability coverage which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or by another person;

claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

claims involving contractual liability insurance applicable to the Contractor's obligations under Article 3 of the General Conditions.

7.2 The insurance required as stated above shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Under no circumstance shall the insurance coverage maintained by Contractor be less than the following:

- \$1,000,000 per occurrence \$2,000,000 aggregate --- Bodily Injury Liability, and
- \$100,000 --- Property Damage Liability, or
- \$1,000,000 per occurrence \$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage
- \$500,000 --- Workers' Compensation

7.3 Certificates of insurance acceptable to the County shall be filed with the County prior to commencement of the Work. The Certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County. If any of the foregoing insurance coverage is required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

7.4 BUILDER'S ALL RISK COVERAGE. Unless otherwise provided the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in North Carolina, Builder's All Risk Coverage, in an amount equal to 100% of the Contract Sum under this Agreement.

7.5 PERFORMANCE BOND AND PAYMENT BOND. The Contractor shall furnish bonds covering the faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or required by North Carolina law.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

8. **LICENSE, CERTIFICATION, AND REGISTRATION OF PERSONNEL.** All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.

9. **CONFIDENTIALITY.** All data and information, both written and verbal, furnished to Contractor by County shall be regarded as confidential, shall remain the sole property of County and shall be held in confidence and safekeeping by Contractor for the sole use of the parties and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will

not disclose to any person, firm or entity other than County or County's designated legal counsel, accountants or practice management consultants any information about County, its practice or billing.

10. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

11. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

12. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Duplin and the State of North Carolina.

13. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

CONTRACTOR shall be deemed to be in default of this Contract for any of the following reasons:

- i. Failure to furnish materials or execute work in accordance with the provisions of this Agreement;
- ii. Failure to proceed with or complete the work within the time limit specified in this Agreement;
- iii. Death and/or Corporation or Partnership dissolution;
- iv. Insolvency;
- v. Bankruptcy; or
- vi. Failure to provide proof of continued required general liability and/or workers' compensation insurance (note: any lapse of insurance this Contract terminates).

The examples of default set forth above are not all-inclusive and should in no way be construed to limit the County's right to allege and assert other instances of default by Contractor. Contractor

shall be responsible for any and all costs and damages of the OWNER resulting from said default.

14. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

15. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

16. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.

17. **IRAN DIVESTMENT ACT.** CONTRACTOR certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a)). It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

18. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

19. **GOOD STANDING WITH COUNTY.** CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.

20. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF DUPLIN
ATTN: Davis Brinson
PO Box 950
Kenansville, NC 28349

CONTRACTOR: D & D Construction
ATTN: Douglas Shojar
291 Angola Bay Road
Wallace, NC 28466

21. **AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

22. **COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

23. **ANNUAL APPROPRIATIONS AND FUNDING.** This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

24. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

25. **ENTIRE CONTRACT.** This Contract, including attachments, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

26. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

27. **Existence.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

28. **Authority.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

Reviewed by Duplin County Head
By: [Signature]
Date Reviewed: 11-16-22

CONTRACTOR
By: [Signature]
Printed Name: Douglas Sholar
Title: Owner

This instrument has been pre-audited in the manner required by the Local Government and Fiscal Control Act
By: [Signature]
Duplin County Finance Officer

DUPLIN COUNTY
By: [Signature]
Printed Name: DEXTER B. EDWARDS
Title: CHIEF FINANCIAL OFFICER

ATTACHMENTS to follow:

- ATTACHMENT 1 Descriptions and Specifications of Job Types
- ATTACHMENT 2 Repair List of Items
- ATTACHMENT 3 Maps of Repair Items
- ATTACHMENT 4 Maps of Watershed Latentia

To the extent there is a conflict between the terms of the County's Request for Proposal and the Contractor's proposal, the terms within the County's Request for Proposal shall control.

Limestone/Muddy StrAP Maintenance

Wednesday, October 19, 2022 2:00 PM

Bid Opening -Maintenance

Company	Bid Amount
D & D Construction Douglas Sholar 291 Angola Bay Road Wallace, NC 28466 douglassholar@hotmail.com	\$ 135,300.00 All Components? yes

Company	Bid Amount
Snatchit Clearing Daniel Steiner Old NC 24 Hwy Beulaville, NC 28518 snatchitit@abcmailbox.net	\$ 165,000.00 All Components? yes

Company	Bid Amount

Company	Bid Amount

A detailed street map of the downtown area of Portland, Oregon. The map shows a grid of streets with various labels. A large 'X' is drawn over the central part of the map, indicating a specific area of interest. The streets shown include: Main Street, Commercial Street, Washington Street, Oregon Street, and others. The map is oriented with North at the top. A scale bar is visible in the bottom right corner.

1 inch = 25.4 mm

SERVICE CONTRACT

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

2. **TERM OF CONTRACT.** The Term of this Contract for Services is from _____ to _____ unless sooner terminated as provided herein.

3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed \$41,400 as full compensation for the provision of Services. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this Contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

4. **INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all Federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

- 10. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Duplin and the State of North Carolina.
- 11. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law. Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.
- 12. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.
- 13. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.
- 14. **E-VERRY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.
- 15. **IRAN INVESTMENT ACT.** CONTRACTOR certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
- 16. **INVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
- 17. **GOOD STANDING WITH COUNTY.** CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.
- 18. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

Reviewed by Department Head

Date Reviewed: _____

CONTRACTOR

By: LSM

Printed Name: Courtney St Pierre

Title: Contractor

DUPLIN COUNTY

By: [Signature]

Printed Name: Dorota B. Lowmyers

Title: Chairman

This instrument has been preaudited in the manner required by the Local Government and Fiscal Control Act

[Signature]

Duplin County Finance Officer

PROPOSAL FORM - DUPLIN COUNTY AIRPORT

BIDDER INITIALS

BIDDER: River Landing Builders LLC DATE 10/14/22

1. Price: Includes all labor, materials, and equipment, etc. required to complete project. It is the intent that the price of each line item shall be inclusive of all materials to completely fix the repair. The price for each line item shall include, but not be limited to, excavation, repair materials, select back fill material, sodding, seeding, mulching, etc.
2. Completion Date: Indicates in calendar days after notice to proceed.
3. In submitting this bid, I certify: a) Items bid are in exact accordance with specifications, unless noted in bid & b) Prices in this bid have been arrived at independently, without consultation or agreement with any competitor for purpose of restricting competition.
4. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal, which includes initials on each bid form sheet, shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Airport: DUPLIN COUNTY AIRPORT (DPA)

Project: AIRFIELD DRAINAGE ASSESSMENT

Item No.	Item Description and Unit Price in Words	UNIT	ESTIMATED Quantity	Unit Price in Numbers	Total Amount Per Item
BID SCHEDULE					
MCDOT 800	MORIALIZATION at <u>Two Hundred</u> dollars	LS	1	\$ 2,000.00	\$ 2,000.00
	and <u>1/2</u> cents				
MCDOT 300	REPAIR 30" PIPE CONNECTIONS BETWEEN STRUCTURES S-20 AND S-21 at <u>Eight Thousand Four Hundred</u> dollars	LS	2	\$ 8,240.00	\$ 16,480.00
	and <u>1/2</u> cents				
MCDOT 840	REPAIR DRAINAGE STRUCTURE S-10 at <u>Seven Thousand Four</u> dollars	LS	1	\$ 7,240.00	\$ 7,240.00
	and <u>1/2</u> cents				
MCDOT 840	REPAIR DRAINAGE STRUCTURE S-14 at <u>Eight Thousand Four</u> dollars	LS	1	\$ 8,040.00	\$ 8,040.00
	and <u>1/2</u> cents				
MCDOT 840	REPAIR DRAINAGE STRUCTURE S-21 at <u>Seven Thousand Four</u> dollars	LS	1	\$ 7,240.00	\$ 7,240.00
	and <u>1/2</u> cents				

TOTAL AMOUNT OF BID SCHEDULE (IN WORDS)

forty one thousand Dollars

Total Bid Schedule Amount \$ \$41,000.00

DUPLIN COUNTY AIRPORT (DPA)
DRAINAGE ASSESSMENT

PROPOSAL FORM - SEPTEMBER 2022
ISSUED FOR BID

Duplin County Airport
Airfield Drainage System Improvement Project
Contract Amendment No. 1
September 13, 2022

CONTRACT AMENDMENT NO. 1
(Grant # - 36244.20.15.1)

Contract Amendment No. 1 to Task Order No. 2021-2 for Limited Construction Phase Services for the drainage repair option depicted in the Airfield Drainage Assessment. Describing a specific agreement between the Duplin County (OWNER) and AVCON, INC. (CONSULTANT), in accordance with the terms of the Standard Master Agreement for Continuing Professional Services dated June 2019.

IDENTIFICATION OF PROJECT AND SCOPE OF SERVICES:

The Airfield Drainage Assessment (Design) Project (PROJECT) (36244.20.15.1) at the Duplin County Airport, Kenansville, North Carolina (Airport) identified issues at numerous drainage structures and in several pipes. In order to utilize the remaining grant funding, three (3) drainage structures and one (1) pipe failure have been identified to be repaired.

Informal bids will be taken by OWNER and reviewed by CONSULTANT. The CONSULTANT will coordinate the OWNER and awarded contractor for proposed a schedule to perform these repairs as well as perform two site visits to check on the progress of the construction. The OWNER's staff will take daily photos to document the repair progress and send to the CONSULTANT for review.

Once these repairs are completed, the CONSULTANT will aid in coordination with NCDOT for additional funding for the other repairs. If no additional funding is available at that time, the CONSULTANT shall aid in the closure of the grant.

SCHEDULE

The informal bidding process by the Owner is expected to be to take up to 30 days beginning in mid-September. It is anticipated that construction will begin as coordinated with the awarded contractor and OWNER. It is anticipated proposed work will take approximately 10 days to complete.

ASSUMPTIONS

- Geotech is not required for this project.
- As-built survey is not required for this project.
- Preconstruction meeting, if required, will be handled virtually.
- One (1) pay request and grant reimbursement are anticipated.
- Site visits are not intended to constitute inspection or approval of work. Site visits will include a site report documenting progress of the construction as well as pictures.
- Project completion and closure will be at the direction of the OWNER.

Duplin County Airport
Airfield Drainage System Improvement Project
Contract Amendment No. 1
September 13, 2022

METHOD OF COMPENSATION

For the Limited Construction Phase Services at the Duplin County Airport, as previously described, a total project fee of \$4,682.00 as shown.

Executed this 21 day of November, 2022.

CLIENT:
DUPLIN COUNTY

BY: 

ITS: Chairman Duplin County Board
of County Commissioners

ATTEST: 
Davis H. Brinson, Clerk to Board

CONSULTANT:
AVCON ENGINEERS & PLANNERS, INC.
d/b/a AVCON, INC.

BY: 

ITS: Sandeep Singh, P.E., President

ATTEST: 

PROFESSIONAL FEE SUMMARY
FOR
CONTRACT AMENDMENT 1
LIMITED CONSTRUCTION PHASED SERVICES FOR
DRAINAGE REPAIR (AS DEPICTED IN THE INFORMAL BID PACKAGE)
AT
DUPLIN COUNTY AIRPORT
KENANSVILLE, NORTH CAROLINA

AVCON Project No. 2021.0289.01

DATE: 9/13/2022

Item Description	Fees	Method	NCDQA Code
TASK 1 LIMITED CONSTRUCTION PHASE SERVICES			
AVCON Labor Costs and Direct Expenses	\$4,682.00	LS	A104
Limited Construction Phase Services	\$4,682.00		

[illegible]

TASK: Limited Construction Plant Services
DIRECT COSTS
TRAVEL - AIRFARE
 TRAVEL/FARE, point to: Charlotte to Knoxville, NC
 TRAVEL/FARE, point to: Birmingham to Knoxville, NC

陳永發、陳冠中小說

1. **Introduction**
 2. **Background**
 3. **Methodology**
 4. **Results**
 5. **Conclusion**

~~SECRET - NOFORN~~

REFERENCES AND NOTES

1. The first step is to identify the problem or question being asked.
 2. Next, we need to gather relevant information and data.
 3. Then, we analyze the information to determine the cause of the problem.
 4. After analysis, we develop a plan to address the issue.
 5. Finally, we implement the plan and monitor the results.

POSTGRADUATE DIPLOMAS
GRADUATE

2000

UNIT	TURNS	MILES/TRIP	MILES	UNIT COST	TOTAL
MOJA	1	400	0	\$9.80	\$9.80
MOJA	2	140	0	\$9.625	\$175.00
Each	0			\$9.80	\$0.00
Each	0			\$11.50	\$0.00
Each	0			\$19.80	\$0.00
Each	0			\$90.00	\$0.00
SUBTOTAL TRAVEL					\$175.00
UNIT	COPYING	SERIES	PAGESET	UNIT COST	TOTAL
Page	0	0	0	\$0.75	\$0.00
Page	0	0	0	\$0.75	\$0.00
Page	0	0	0	\$0.75	\$0.00
Page	0	0	0	\$0.00	\$0.00
Page	0	0	0	\$0.75	\$0.00
Each	0	0	0	\$0.50	\$0.00
LS	0	0	0	\$20.00	\$0.00
SUBTOTAL REPRODUCTIONS AND PERMITS				ALLOW	\$0.00
SUBTOTAL TRAVEL, REPRODUCTIONS, AND PERMITS:					\$175.00



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JERIC BOYETTE
SECRETARY

11/07/2022

MODIFIED GRANT

Mr. Jack Alphin, Chairman
Duplin County Airport Commission
260 Airport Road
Kenansville, NC 28349

This is in response to Change Request #4000037709 dated October 28, 2022, for State Aid to Airports Program Project #36244.20.15.1 for Duplin County Airport.

This letter acts as an amendment for Project #3624.20.15.1 that was executed by the State of North Carolina on December 3, 2021. This amendment authorizes an additional amount of funding be allocated to this project. It also recognizes that all other terms and conditions of the Grant Agreement between the parties dated December 3, 2021, shall remain in full force and effect for the duration of the Grant Agreement.

The following are the current maximum State and Local obligations

Description	Additional Amount	Total Amount	Percentage
Airfield Drainage	\$41,113	\$79,448	90% (state)
System Assessment	\$4,569	\$8,828	10% (local)

Under the terms of the grant agreement, this document is incorporated into, and constitutes Amendment No. 1 to the above-referenced grant agreement.

Abstract

Dear Sirs:
The white

Julie A. White
Deputy Secretary of Multi-Modal Transportation

SAVIR

Mailings Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF AVIATION
1500 MAIL SERVICE CENTER
RALPHAHAM, NC 27699-1500

Phragmites australis, *Spartina patens*, *Spartina anglica*

[illegible]

10500 PARKWAY DRIVE
MCRAINY, IL 60050

RESOLUTION 2022 -

County of Duplin

Office of the County Commissioners



**RESOLUTION APPROVING THE ADAMS COMPANY, INC. AS THE
ARCHITECTURAL/ENGINEERING FIRM FOR COMMUNITY
DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY
(CDBG-DR) HURRICANE MATTHEW STORM RECOVERY
"MAGNOLIA AUDITORIUM" PROJECT**

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

WHEREAS, Duplin County, North Carolina issued consecutive solicitations through Request for Qualifications for architectural/engineering services relative to the above-mentioned project, and one (1) response was received and evaluated, followed by negotiation of scope and fee, in compliance with federal guidance found in §2 CFR 200 Procurement Guidelines; and

WHEREAS, Duplin County, North Carolina, in its capacity of Subrecipient administering CDBG-DR funds on behalf of the North Carolina Office of Recovery and Resiliency (NCORR) is authorized by its Subrecipient Agreement and subsequent amendments to execute documents and agreements pertaining to this project; and

NOW, THEREFORE, BE IT RESOLVED, that contingent on NCORR consent, the governing body of Duplin County, North Carolina certifies selection of Adams Company, Inc. as its engineer of record and certifies approval of an agreement between Duplin County, North Carolina and Adams Company, Inc. in the amount of \$24,480.00, for the above-mentioned project.

This Resolution, submitted to a vote, and vote was thereon as follows: Ayes 5 Nays 0.

Adopted this 21st day of November, 2022.

Attest:

[Signature]
Davis H. Brinson
Clerk to the Board of Commissioners

[Signature]
Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

RESOLUTION 2022 -

County of Duplin

Office of the County Commissioners



**RESOLUTION ACCEPTING SCIF GRANT AWARD AND
ESTABLISHING A CAPITAL PROJECT BUDGET ORDINANCE
REGARDING THE DEVELOPMENT OF A ROAD AT AIRPARK**

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

WHEREAS, Duplin County Economic Development Commission is in the process of developing infrastructure within the "Airpark" adjacent to the Duplin County Airport; and

WHEREAS, Duplin County requested funding from the North Carolina General Assembly for the purpose of developing a road to access available lots for future growth; and

WHEREAS, Duplin County was subsequently awarded a \$1,500,000.00 State Capital Infrastructure Fund (SCIF) Grant administered by the NCDOT-Division of Aviation for the purpose of the building of a road within Airpark property between Airport Road and Best Road.

NOW, THEREFORE, BE IT RESOLVED, by the Duplin County Board of Commissioners, that Duplin County does hereby accept the grant award from the North Carolina Department of Transportation, Division of Aviation; that the attached project budget and budget amendment is approved; and that the County Manager is authorized to sign pay requests and change orders, and the Assistant County Manager/Airport Director is authorized to sign quarterly progress reports, miscellaneous correspondence, and other documents related to the administration of the grant and construction of the project.

Adopted this the 21st day of November, 2022.

Attest:

[Signature]
Davis H. Brinson
Clerk to the Board of Commissioners

[Signature]
Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

NORTH CAROLINA
CONTRACT
FOR
DUPLIN COUNTY VETERINARY SERVICES

~~THIS CONTRACT~~ ^{November} is made and entered into this 21 day of ~~July~~ 2022, by and between DUPLIN COUNTY, a body politic whose mailing address is 224 Seminary Street, Kenansville, North Carolina 28349, hereinafter designated and referred to as "County," and WARSAW ANIMAL HOSPITAL, P.A. of Duplin County, North Carolina, whose mailing address is 1472 NC 24 & 50 Hwy, Warsaw, North Carolina, hereinafter designated and referred to as "Contractor."

WITNESSETH:

WHEREAS, under the direction and control of the Duplin County Board of Commissioners, the County operates an animal shelter, referred to herein as the "Shelter", to hold animals that have been seized or quarantined pursuant to the County's Animal Control Ordinance; and

WHEREAS, County has statutory authority to provide medical care to seized and quarantined animals pursuant to N.C. Gen. Stat. §153A-442 and §19A-70.02 NCAC 52J.0210 and

WHEREAS, Contractor has access to resources, personnel, training, and expertise necessary to assist County with providing appropriate medical care for animals located in County's Shelter. Contractor has the flexibility to assign/substitute qualified individuals to provide required services, and Contractor is an independent contractor of County.

NOW THEREFORE, in consideration of the terms and conditions expressed herein and the remuneration to be paid by County to Contractor for the services to be provided by Contractor, the parties hereby agree as follows:

1. TERM AND TERMINATION. The initial term of this contract shall commence July 1, 2022, and shall continue through June 30, 2023. Either party may nonetheless terminate this contract, with or without cause, on thirty (30) days advance written notice to the other party.

2. GOVERNING LAW. This contract is made and shall be construed in accordance with, and governed by, the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Duplin and the State of North Carolina.

2.1. Contractor shall perform all services under this contract in full compliance with any applicable federal, state, and local laws, rules, and regulations.

3. DUTIES AND RESPONSIBILITIES OF CONTRACTOR. Contractor shall do, provide, and perform as follows:

4.2. To provide an identification for each and every animal serviced under this Contract.

4.3 To notify contractor and make her aware of any animals that are in custody of the County in need of veterinary care.

5. SCOPE OF SERVICES. The parties contemplate that the services to be provided by Contractor under this contract include both routine and emergency medical services.

6. FEE FOR CONTRACTOR'S SERVICES. For Contractor's services under this contract, County shall pay Contractor as follows:

6.1. The sum of ONE HUNDRED DOLLARS (\$100.00) PER HOUR during regular business hours for periodic visits to the Duplin County Shelter;

6.2. Fees shall not exceed TWO HUNDRED DOLLARS (\$200.00) PER ANIMAL during regular business hours (Monday through Friday from 7:45 AM to 5:30 PM for veterinary care for animals taken to Warsaw Animal Hospital. Fees for after-hours shall not exceed TWO HUNDRED FIFTY DOLLARS (\$250.00) PER ANIMAL.

6.3. In addition to the fees stated above, County may reimburse Contractor for any additional services provided under this Contract for animal cruelty cases with express written permission of the Duplin County Supervisor of Animal Services. However, in no instance shall said additional services exceed ONE THOUSAND FIVE DOLLARS PER ANIMAL (\$1500.00).

7. COMMUNICATIONS BETWEEN THE PARTIES. Contractor shall be responsible to the Duplin County Supervisor of Animal Services or his designee for all matters arising out of this contract. Contractor shall receive instructions from the Supervisor or his designee and Contractor shall communicate any complaints about any matters arising out of this contract directly to the Supervisor or his designee.

8. INDEPENDENT CONTRACTOR. Contractor's relationship with County shall at all times be that of an independent contractor. Contractor shall not represent itself as an agent or employee of the County for any purpose in the performance of duties under this contract. In performing services under this contract, Contractor shall exercise her sole discretion and professional judgment in accordance with currently approved methods and practices for providing medical services.

Contractor shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of Contractor's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

9. INSURANCE AND INDEMNITY. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its

DUPLIN COUNTY BY:



Dexter Edwards, Chairman to the Board of Duplin County Commissioners

Date: Nov. 21, 2022

Affix County Seal



Attest:



Davis H. Britson, Clerk to the Board of Commissioners


Margie Hunter, DVM.

Warsaw Animal Hospital, P.A.

Date: 11/1/22

This instrument has been preaudited on the matter required by the Local Government Budget and Fiscal Control Act.



Tracy Chesnut, Duplin County Finance Officer

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
DUPLIN COUNTY
AND
PARRISH AND PARTNERS OF NORTH CAROLINA, PLLC

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AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
DUPLIN COUNTY
AND
PARRISH AND PARTNERS OF NORTH CAROLINA, PLLC

THIS Agreement is made and entered into this _____ day of _____, 2022, by and between the DUPLIN COUNTY (hereinafter referred to as the "OWNER"), and PARRISH AND PARTNERS OF NORTH CAROLINA, PLLC (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, the OWNER intends to initiate various architectural, engineering, planning, design, bidding, construction administration, and construction observation services, Capital improvement projects are anticipated at Duplin Air Park, Duplin Commons, West Park, South Park, and other county owned properties (hereinafter referred to as the "PROJECT"), each of which will be described in future Work Authorizations; and,

WHEREAS, the OWNER may require other general consulting services in the conduct of its business over the period of this Agreement, which will be described in future Work Authorizations; and,

WHEREAS, the CONSULTANT has represented to the OWNER that it is qualified to perform the various described tasks and work of the projects, and, based upon CONSULTANT's representations, the OWNER desires to retain the services of the CONSULTANT to perform the work described herein.

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

The CONSULTANT shall, upon receipt of each duly executed Work Authorization, perform the work described in the Work Authorization in accordance with the attached Exhibits "A", "B", "C", "D", and "E" as may be required in said Work Authorizations.

The OWNER, in consideration of the performance of the CONSULTANT's undertakings under this Agreement, pursuant to Work Authorizations fully executed by the OWNER and CONSULTANT, shall pay the CONSULTANT the consideration determined in each Work Authorization, which consideration shall constitute complete payment for all services furnished in connection with the work required to be performed under the Work Authorization.

INSURANCE

The Consultant shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation acts; claims resulting from negligent acts or omissions for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Consultant's employees or any other person; claims for damages because of injury to or

destruction of personal and/or real property including loss of use resulting therefore; and claims arising out of the performance of this Agreement and caused by negligent acts or omissions for which the Consultant is legally liable. Minimum limits of coverage shall be:

Insurance Description	Minimum Required Coverage
a. Workers' Compensation	Statutory
b. Public Liability	Combined Single Limit
Bodily Injury and Property Damage	\$1,000,000.00 Each Occurrence
c. Automobile Liability	Combined Single Limit
Bodily Injury and Property Damage	\$1,000,000.00 Each Accident
d. Professional Liability:	
Projects under \$15,000,000	\$1,000,000.00 Each Occurrence
Projects over \$15,000,000	\$2,000,000.00 Each Occurrence

Evidence of such insurance shall be furnished to the Owner, and the Owner shall receive thirty (30) days prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, the Consultant shall procure substitute insurance so as to assure the Owner that the minimum limits of coverage are maintained continuously throughout the period of this Agreement.

The Consultant shall deliver to the Owner a Certificate of Insurance for its Professional Liability coverage annually, so long as it is required to maintain such coverage.

The Owner shall be named as additional named insured on all policies except the Professional Liability policy and the Workers' or Workmen's Compensation policy. All insurance policies, except the Professional Liability policy and the Workers' or Workmen's Compensation policy, shall contain a waiver of subrogation against the Owner.

The Consultant shall maintain in force during the performance of this Agreement and for six (6) years after final completion of the Project, the Professional Liability insurance coverage referenced above.

The Consultant shall require its consultants to maintain all types of insurance as mentioned in this Article Nine and shall provide to the Owner Certificates of Insurance as described above for all consultants. The minimum limits of coverage for all civil, structural, roofing, plumbing, mechanical and electrical consultants shall be the same as described above. The professional liability minimum limit of coverage for consultants such as acoustic, kitchen, landscape (not to include any civil engineering, i.e., grading, storm runoff calculation and design), etc., shall be \$250,000.00 aggregate.

The Owner shall be under no obligation to review any Certificates of Insurance provided by the Consultant or to check or verify the Consultant's compliance with any or all requirements regarding insurance imposed by the Contract Documents. The Consultant is fully responsible for maintaining the amounts and types of insurance required herein and is not excused should any policy or Certificate of Insurance provided by the Consultant not comply with any or all requirements regarding insurance imposed by the Contract Documents.

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Should the Consultant fail to provide and maintain in force any insurance or insurance coverage required by the Contract Documents or by law, or should a dispute arise between owner and any insurance company of the Consultant over policy coverage or Limits of Liability as required herein, the Owner shall be entitled to recover from the Consultant all amounts payable, as a matter of law, to Owner or any of its agents, had the required insurance or insurance coverage been in force. Said recovery shall include, but is not limited to, interest for the loss of use of such amounts of money, plus all attorney's fees, costs and expenses incurred in securing such determination and any other consequential damages arising out of the failure of the Consultant or insurance company to comply with the provisions of the Contract Documents, or any policy required hereby, or any other requirements regarding insurance imposed by law. Nothing herein shall limit any damages for which Consultant is responsible as matter of law.

INDEMNIFICATION

Notwithstanding anything to the contrary contained herein, the Consultant shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from (1) the Consultant's performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal and/or real property including the loss of use resulting therefrom and caused by any negligent act or omission of the Consultant, anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.

Except as otherwise set forth in this Agreement, the Consultant and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, war, and strikes. Owner shall not be liable to the Consultant for acts or failures to act by the Contractor.

INDEPENDENT CONTRACTOR

Owner and Consultant agree that Consultant is an independent contractor and shall not represent itself as an agent or employee of Owner for any purpose in the performance of duties under this Contract. Accordingly, Consultant shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of activities performed in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

Consultant, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

GOVERNING LAW

This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Duplin and the State of North Carolina.

GOOD STANDING WITH DUPLIN COUNTY

Consultant certifies that it is not delinquent on any taxes, fees, or other debt owed to Duplin County. Consultant covenants and agrees to remain current on any taxes, fees, or other debt owed during the Term of this Contract.

ANNUAL APPROPRIATIONS AND FUNDING

This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then Owner shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

The following Exhibits are attached to and made part of this Agreement:

- Exhibit A - "General Provisions for Program Management and General Consulting Services"
- Exhibit B - "General Provisions for Planning and Environmental Services"
- Exhibit C - "General Provisions for Engineering Services"
- Exhibit D - "General Provisions for Architectural Design Services"
- Exhibit E - "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative"
- Exhibit F - "Payments and Miscellaneous Provisions"
- Exhibit G - "Sample Work Authorization Form"
- Exhibit H - "Mandatory Federal Provisions"

This Agreement shall apply to all projects initiated within five (5) years, more or less, after the effective date of the first Work Authorization.

This Agreement, together with the Exhibits identified above and subsequent Work Authorizations, constitutes the entire agreement between the OWNER and the CONSULTANT and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This Agreement and said Exhibits shall be hereafter referred to as the MASTER Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date first above written.

EXHIBIT A
GENERAL PROVISIONS FOR PROGRAM MANAGEMENT AND GENERAL CONSULTING SERVICES

This is an exhibit attached to and made a part of the Agreement between the OWNER and the CONSULTANT for Professional Services. For elements of the PROJECT described in the referenced Agreement, the CONSULTANT shall perform Professional Services in accordance with acceptable architectural, engineering, or surveying practices. These services shall be the limits of the CONSULTANT's responsibility under this Agreement.

These General Provisions set forth the general requirements for the performance of the various services for program management and general consulting required under this Agreement. The CONSULTANT under each duly executed Work Authorization shall perform the scope of work required by such Authorization, and unless requirements to the contrary are specifically prescribed therein, shall perform the required services in accordance with the following requirements:

SECTION I - PROGRAM MANAGEMENT AND GENERAL CONSULTING SERVICES

- A. The services for program management respond to the complexities resulting from multiple project, multi-discipline, and long-range programs. Typical program management services can include:
 - 1. Project formulation/programming;
 - 2. Projects coordination;
 - 3. Master program scheduling;
 - 4. Consultant/subconsultant coordination;
 - 5. Funding and financial coordination assistance;
 - 6. Meeting preparation and documentation; and,
 - 7. Technical assistance.
- B. The general consulting services to be provided under this section are undefined, general in nature, and only required periodically by the OWNER. Typical services anticipated might include:
 - 1. Presentation preparation;
 - 2. Coordination of meetings with local, state, and federal officials;
 - 3. Site visits;
 - 4. Facility inspection;
 - 5. Obstruction surveys;
 - 6. Property surveys
 - 7. Other services requested by the OWNER that are not otherwise directly associated with a current project.
- C. Specific program management services will be reviewed in advance with the OWNER and set forth in each Work Authorization.

DUPLIN COUNTY

WITNESS:

BY:

TITLE:

David H. ...
David H. ...

PARRISH AND PARTNERS OF
NORTH CAROLINA, PLLC

WITNESS:

BY:

TITLE:

St. Vice President

- D. The amount of compensation and method of payment will be established when each Work Authorization is developed and presented for approval.

SECTION II - MISCELLANEOUS PROVISIONS

- 1. Exhibit "F", Payments and Miscellaneous Provisions, specifies requirements for payments to CONSULTANT, OWNER's responsibilities, and other miscellaneous provisions, and Exhibit "H" specifies Federal mandatory provisions.

**EXHIBIT B
GENERAL PROVISIONS FOR PLANNING AND ENVIRONMENTAL SERVICES**

This is an exhibit attached to and made a part of the Agreement between the OWNER and the CONSULTANT for professional consulting services. For elements of the PROJECT described in the referenced Agreement, the CONSULTANT shall perform professional services as hereinafter described, which shall include customary planning, environmental, or auxiliary services incidental thereto. These services, when performed in accordance with acceptable practices, shall be the limits of the CONSULTANT's responsibility under this Agreement.

These General Provisions set forth the general requirements for the performance of the various services for planning and environmental projects required under this Agreement. The CONSULTANT under each duly executed Work Authorization shall perform the scope of work required by such Authorization, and unless requirements to the contrary are specifically prescribed therein, shall perform the required services in accordance with the following requirements:

SECTION I - SERVICES

- A. Basic and Special Services for planning projects will be reviewed in advance with the OWNER and set forth in each Work Authorization.
- B. The amount of compensation and method of payment will be established when each planning Work Authorization is developed and presented for approval.
- C. At the written request of the OWNER, the CONSULTANT shall accomplish such special services as required by the OWNER to complete the PROJECT. At the option of the OWNER, special services may be provided by the OWNER through contracts with other professionals or may be provided by the CONSULTANT. When the CONSULTANT is requested to provide basic or special services, such services may be provided by the CONSULTANT's own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the approval of the OWNER before the work is initiated. (OWNER's approval of CONSULTANT's Work Authorization listing subconsultants and subconsultant fees will be considered approval of subconsultant's contract.) Special services which may be requested include, but are not necessarily limited to the following:
 - 1. Soils and materials investigations including test borings, laboratory testing of soils and materials, and related analyses and recommendations;
 - 2. Reproduction of additional copies of reports and other documents above the specified number described in each work authorization;
 - 3. The accomplishment of special surveys and investigations, such as aerial photography and mapping, traffic volume data collection, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the PROJECT;

4. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps; and,
5. Special environmental studies including biotic studies, historical and archeological studies, noise studies and other related work.

SECTION II - MISCELLANEOUS PROVISIONS

1. Exhibit "F", Payments and Miscellaneous Provisions, specifies requirements for payments to CONSULTANT, OWNER's responsibilities, and other miscellaneous provisions, and Exhibit "H" specifies Federal mandatory provisions applicable to Planning Projects.

EXHIBIT C GENERAL PROVISIONS FOR ENGINEERING SERVICES

This is an exhibit attached to and made a part of the Agreement between the OWNER and the CONSULTANT for professional consulting services. For elements of the PROJECT described in the referenced Agreement which are primarily engineering projects, the CONSULTANT shall perform professional services as hereinafter described, which shall include customary civil, structural, mechanical, or electrical engineering services. These services, when performed in accordance with acceptable engineering practices, shall be the limits of the CONSULTANT's responsibility under this Agreement.

These General Provisions set forth the general requirements for the performance of the various services for development projects required under this Agreement. The CONSULTANT under each duly executed Work Authorization shall perform work required to accomplish the intent of such work authorization, and unless otherwise specifically prescribed therein, shall perform the required services in accordance with the following requirements:

SECTION I - BASIC SERVICES

- A. Basic Engineering Services will generally be completed in four (4) phases:
 1. Preliminary design phase;
 2. Final design phase;
 3. Bidding phase; and,
 4. Construction phase.

The general types of services to be performed in each phase are described herein. However, typical services may be changed or deleted as required for each PROJECT. Additional services may be added as mutually agreed upon between OWNER and CONSULTANT. Such additions, changes, or deletions will be outlined in each Work Authorization.

B. Preliminary Design Phase

This phase involves those activities required for defining the scope of a PROJECT and establishing preliminary requirements. Items of work for this phase of a PROJECT include:

1. Confering with the OWNER on PROJECT requirements, finances, schedules, early phases of the PROJECT, and other pertinent matters; and meeting with concerned agencies and parties on matters affecting the PROJECT;
2. Advising OWNER as to the necessity of providing or obtaining from others data or services of the types described in Section II such as, but not limited to field surveys, soil borings, aerial mapping and laboratory testing. At OWNER's option, services may be provided by the OWNER through direct contracts with other professionals or may be provided by the CONSULTANT in accordance with Exhibit "F", Payments and Miscellaneous Provisions; and,

3. Developing design schematics, sketches, **PROJECT** recommendations, and preliminary layouts and cost estimates.

C. Final Design Phase

After authorization to proceed with the Final Design Phase, **CONSULTANT** shall, on the basis of the accepted Preliminary Design documents and the construction budget authorized by **OWNER**:

1. Prepare necessary engineering reports and recommendations;
2. Prepare detailed plans, specifications, and cost estimates;
3. Print and provide necessary copies for in-house production of engineering drawings and contract specifications;
4. Advise **OWNER** of any adjustments to the preliminary estimate of probable construction costs caused by changes in general scope, extent or character or design requirements of the **PROJECT**, or market conditions. Furnish to **OWNER** a revised opinion of probable construction costs based on the Final Drawings and Specifications;
5. Prepare for review and approval by **OWNER**, its legal counsel and other advisors, necessary Bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the **OWNER** and Contractor; and,
6. Distribute documents for approvals to **OWNER**, State, and other regulatory agencies.

D. Bidding Phase

After authorization to proceed with the Bidding Phase, **CONSULTANT** shall:

1. Assist the **OWNER** in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits for Bidding Documents;
2. Assist the **OWNER** in conducting a prebid conference for each separate prime contract to share pertinent bidding and technical information and requirements with prospective bidders.
3. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
4. Distribute sets of Bidding Documents to Prospective Bidders and plan offices during the Bidding Phase.
5. Attend the bid opening, prepare bid tabulation sheets and assist **OWNER** in evaluating

bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

E. Construction Phase

1. The **CONSULTANT**'s responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of each Contract for Construction and terminates at the earlier of the issuance by the **OWNER** of the final Certificate for Payment or 30 days after the date of Substantial Completion of the Work, but if so stated by Work Authorization, may be extended under the terms of Section II "Special Services";
2. **CONSULTANT** shall attend and administer the preconstruction conference;
3. Visits to Site and Observation of Construction: In connection with observations of the work of Contractor(s) while it is in progress:
 - a. **CONSULTANT** shall make visits to the site at intervals appropriate to the various stages of construction as **CONSULTANT** deems necessary in order to observe as an experienced and qualified design professional the progress of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, **CONSULTANT** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and **CONSULTANT** shall keep **OWNER** informed of the progress of the work;
 - b. If **OWNER** requests more extensive site representation than is described in 3.a above, **CONSULTANT** will provide a Resident Project Representative(s) as a Special Service;
 - c. **CONSULTANT** shall not during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)'s work nor shall **CONSULTANT** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, **CONSULTANT** can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents;
4. Defective Work: During such visits and on the basis of such observations, **CONSULTANT** may disapprove of or reject Contractor(s)' work while it is in progress if **CONSULTANT** believes that such work will not produce a completed **PROJECT** that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the **PROJECT** as reflected in the Contract

Documents.

5. Interpretations and Clarifications: **CONSULTANT** shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

6. Shop Drawings: **CONSULTANT** shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the **PROJECT**. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

7. Substitutes: **CONSULTANT** shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of Section II, paragraph A(13).

8. Inspections and Tests: **CONSULTANT** shall have authority, as **OWNER's** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

9. Disputes between **OWNER** and Contractor: **CONSULTANT** shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of **OWNER** and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. **CONSULTANT** shall not be liable for the results of any such interpretations or decisions rendered in good faith.

10. Applications for Payment: Based on **CONSULTANT's** on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

- a. **CONSULTANT** shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of **CONSULTANT's** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the

recommendation). In the case of unit price work, **CONSULTANT's** recommendations of payment will include determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents);

- b. By recommending any payment, **CONSULTANT** will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by **CONSULTANT** to check the quality or quantity of Contractor(s)'s work as it is furnished and performed beyond the responsibilities specifically assigned to **CONSULTANT** in this Agreement and the Contract Documents. **CONSULTANT's** review of Contractor(s)' work for the purposes of recommending payments will not impose on **CONSULTANT** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on **CONSULTANT** to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and Contractor that might affect the amount that should be paid.

11. Contractor(s)' Completion Documents: **CONSULTANT** shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to **OWNER** with written comments.

12. Inspections: **CONSULTANT** shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable to **OWNER** and other governing agencies so that **CONSULTANT** may recommend, in writing, final payment to Contractor(s) and may give written notice to **OWNER** and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph E.10.b. and.

13. Limitation of Responsibilities: **CONSULTANT** shall not be responsible for the act or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except **CONSULTANT's** own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs E.1 through E.12 inclusive, shall be construed to release **CONSULTANT** from liability for failure to properly perform duties and responsibilities assumed by **CONSULTANT** in the Contract Documents.

SECTION II - SPECIAL SERVICES

A. Services Requiring Authorization in Advance

If authorized in writing by **OWNER**, **CONSULTANT** shall accomplish such special services of the following types which are not considered normal or customary Basic Services except where specifically provided for otherwise in the Work Authorizations. At **OWNER**'s option, services may be provided by the **OWNER** through direct contracts with other professionals or may be provided by the **CONSULTANT**. When the **CONSULTANT** is requested to provide special services, such services may be provided by the **CONSULTANT**'s own forces or through subcontracts with other professionals; however, contracts with other professionals for special services must have the approval of the **OWNER** before the work is initiated (**OWNER** approval of **CONSULTANT**'s Work Authorization listing subconsultants and subconsultant fees will be considered approval of subconsultant's contract). Special services will be paid for by **OWNER** as indicated in each Work Authorization in addition to the compensation for Basic Services described herein. Examples of Special Services are:

1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the **PROJECT**; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the **PROJECT** of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the **PROJECT**.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by **OWNER**, commonly referred to as A/E survey.
3. Services resulting from significant changes in the general scope, extent or character of the **PROJECT** or its design including, but not limited to, changes in size, complexity, **OWNER**'s schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to causes beyond **CONSULTANT**'s control.
4. Providing renderings or models for **OWNER**'s use.
5. Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation, public hearing or other legal or administrative proceeding involving the **PROJECT** (except as agreed to under Basic Services).
6. Soils and material investigations including test borings, laboratory testing of soils and materials, related analyses and recommendations.

7. Quality assurance testing during construction.
8. Furnishing services of a Resident Project Representative to assist **CONSULTANT** in observing performance of the work of Contractor(s).
9. Preparation of project Disadvantaged Business Enterprise (DBE) Program.
10. Cost accounting services, grant administration, and grant closeout.
11. Reproduction and printing of reports, contract documents and specifications to **OWNER**, Contractor, regulatory agencies, prospective bidders, and plan rooms.
12. Services in connection with work directive changes and change orders to reflect changes requested by **OWNER** if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
13. Services in making revisions to Drawings and Specifications occasioned by the acceptance or substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
14. Services resulting from delays beyond the control of **CONSULTANT**.
15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or negligent work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor, or (5) other causes beyond **CONSULTANT**'s control.
16. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.
17. Services after issuance to the **OWNER** of the final certificate for payment or in the absence of such certificate, more than thirty (30) days after the date of Substantial Completion of the Work.
18. Provide assistance in the closing of any financial or related transaction for the **PROJECT**.
19. Provide assistance in connection with the refining and adjusting of any equipment or system.
20. Preparation of a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractor(s) to **CONSULTANT** and which **CONSULTANT** considers significant.

21. Operational Phase Services:

- a. Provide assistance in connection with the refining and adjusting of any equipment or system.
- b. Assist **OWNER** in training **OWNER's** staff to operate and maintain the **PROJECT**.
- c. Assist **OWNER** in developing systems and procedures for control of the operation and maintenance of and record keeping for the **PROJECT**.

SECTION III - MISCELLANEOUS PROVISIONS

1. Exhibit "F", Payments and Miscellaneous Provisions, specifies requirements for payments to **CONSULTANT**, **OWNER's** responsibilities, and other miscellaneous provisions, and Exhibit "H" specifies Federal mandatory provisions.

EXHIBIT D
GENERAL PROVISIONS FOR ARCHITECTURAL DESIGN SERVICES

This is an exhibit attached to and made a part of the Agreement between the **OWNER** and the **CONSULTANT** for professional consulting services. For elements of the **PROJECT** which are primarily building improvements, described in the referenced Agreement, the **CONSULTANT** shall perform professional services as hereinafter described through its own forces or through subcontracts with other professionals, which shall include customary architectural, structural, mechanical, or electrical engineering services. These services, when performed in accordance with acceptable engineering and architectural practices, shall be the limits of the **CONSULTANT's** responsibility under this Agreement.

These General Provisions set forth the general requirements for the performance of the various architectural services for projects required under this Agreement. The **CONSULTANT** under each duly executed Work Authorization shall perform the scope of work required by such Authorization, and, unless requirements to the contrary are specifically prescribed therein, shall perform the required services in accordance with the following requirements.

SECTION I - BASIC SERVICES

- A. Basic Architectural Services will generally be completed in five (5) phases:
 1. Schematic design phase;
 2. Design development phase;
 3. Contract Document phase;
 4. Bidding phase; and
 5. Construction phase.

The general types of services to be performed in each phase are described herein. However, typical services may be changed or deleted as required for each project. Additional services may be added as mutually agreed upon between **OWNER** and **CONSULTANT**. Such additions, changes, or deletions will be outlined in each Work Authorization.

B. Schematic Design Phase

1. The **CONSULTANT** shall review the program furnished by the **OWNER** to ascertain the requirements of the **PROJECT** and shall arrive at a mutual understanding of such requirements with the **OWNER**.
2. The **CONSULTANT** shall provide a preliminary evaluation of the **OWNER's** program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Exhibit F, Section II.A.
3. The **CONSULTANT** shall review with the **OWNER** alternative approaches to design and construction of the **PROJECT**.
4. Based on the mutually agreed upon program, schedule and construction budget requirements, the **CONSULTANT** shall prepare, for approval by the **OWNER**,

Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of **PROJECT** components.

5. The **CONSULTANT** shall submit to the **OWNER** a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

C. Design Development Phase

1. Based on the approved Schematic Design Documents and any adjustments authorized by the **OWNER** in the program, schedule or construction budget, the **CONSULTANT** shall prepare, for approval by the **OWNER**, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the **PROJECT** as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2. The **CONSULTANT** shall advise the **OWNER** of any adjustments to the preliminary estimate of Construction Cost.

D. Construction Documents Phase

1. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the **PROJECT** or in the construction budget authorized by the **OWNER**, the **CONSULTANT** shall prepare, for approval by the **OWNER**, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the **PROJECT**.

2. The **CONSULTANT** shall assist the **OWNER** in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the **OWNER** and the Contractor.

3. The **CONSULTANT** shall advise the **OWNER** of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

4. The **CONSULTANT** shall assist the **OWNER** in connection with the **OWNER's** responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the **PROJECT**.

E. Bidding Phase

After authorization to proceed with the Bidding Phase, **CONSULTANT** shall:

1. Assist the **OWNER** in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

3. Consult with and advise **OWNER** as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

4. Consult with **OWNER** concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

5. Attend the bid opening, prepare bid tabulation sheets and assist **OWNER** in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

6. Furnish sets of Bidding Documents to contractor bidding and plan offices during the Bidding Phase. The number of documents and their distribution will be specified in the Work Authorization(s).

F. Construction Phase

1. The **CONSULTANT's** responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or sixty (60) days after the date of Substantial Completion of the Work, but may be extended under the terms of Section II "Special Services".

2. The **CONSULTANT** shall provide administration of the Contract for construction as set forth below, unless otherwise provided in this Agreement.

3. **CONSULTANT** shall attend preconstruction conference.

4. Visits to Site and Observation of Construction: In connection with observations of the work of Contractor(s) while it is in progress:

- a. **CONSULTANT** shall make visits to the site at intervals appropriate to the various stages of construction as **CONSULTANT** deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s) work. Based on information obtained during such visits and on such observations, **CONSULTANT** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and **CONSULTANT** shall keep **OWNER** informed of the progress of the work.

- b. If **OWNER** requests more extensive site representation than is described in paragraph F.4.a above, **CONSULTANT** will provide a Resident Project Representative(s) as a Special Service.

- c. **CONSULTANT** shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall **CONSULTANT** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, **CONSULTANT** can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
5. **Defective Work:** During such visits and on the basis of such observations, **CONSULTANT** may disapprove of or reject Contractor(s)' work while it is in progress if **CONSULTANT** believes that such work will not produce a completed **PROJECT** that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the **PROJECT** as reflected in the Contract Documents.
6. **Interpretations and Clarifications:** **CONSULTANT** shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
7. **Shop Drawings:** **CONSULTANT** shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the **PROJECT** and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
8. **Substitutes:** **CONSULTANT** shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of Section II, paragraph A.37.
9. **Inspections and Tests:** **CONSULTANT** shall have authority, as **OWNER's** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
10. **Disputes:** **CONSULTANT** shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
11. **Applications for Payment:** Based on **CONSULTANT's** on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
- a. **CONSULTANT** shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of **CONSULTANT's** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendations). In the case of unit price work, **CONSULTANT's** recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, **CONSULTANT** will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by **OWNER** to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to **CONSULTANT** in this Agreement and the Contract Documents. **CONSULTANT's** review of Contractor(s)' work for the purposes of recommending payments will not impose on **CONSULTANT** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on **CONSULTANT** to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and Contractor that might affect the amount that should be paid.
12. **Contractor(s)' Completion Documents:** **CONSULTANT** shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to **OWNER** with written comments.

13. Inspections: **CONSULTANT** shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that **CONSULTANT** may recommend, in writing, final payment to Contractor(s) and may give written notice to **OWNER** and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph F.11.b. above.

14. Limitation of Responsibilities: **CONSULTANT** shall not be responsible for the act or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s) or subcontractor's or supplier's agents or employees or any other persons (except **CONSULTANT**'s own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s) work; however, nothing contained in the above paragraphs F.1 through F.13 inclusive, shall be construed to release **CONSULTANT** from liability for failure to properly perform duties and responsibilities assumed by **CONSULTANT** in the Contract Documents.

SECTION II - SPECIAL SERVICES

A. Services Requiring Authorization in Advance

If authorized in writing by **OWNER**, **CONSULTANT** shall accomplish such special services of the following types which are not considered normal or customary Basic Services except where specifically provided for otherwise in the Work Authorizations. At **OWNER**'S option, services may be provided by the **OWNER** through direct contracts with other professionals or may be provided by the **CONSULTANT**. When the **CONSULTANT** is requested to provide special services, such services may be provided by the **CONSULTANT**'S own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the approval of the **OWNER** before the work is initiated, however **CONSULTANT** shall remain responsible for work of subconsultants. Special services will be paid for by **OWNER** in addition to the compensation for Basic Services described herein. Examples of Special Services are:

1. Preparation of preapplications and/or applications and supporting documents for governmental grants, loans or advances in connection with the **PROJECT**; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the **PROJECT** of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the **PROJECT**.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by **OWNER**, commonly referred to as A/E survey.
3. Services resulting from significant changes in the general scope, extent or character of the **PROJECT** or its design including, but not limited to, changes in size, complexity,

OWNER'S schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to causes beyond **CONSULTANT**'S control.

4. Providing renderings or models for **OWNER**'s use.

5. Preparing documents for alternate, separate or sequential bids requested by **OWNER** after receipt of original bids and for Contractor(s) work which is not executed or documents for out-of-sequence work.

6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations; rate schedules and appraisals; assistance in obtaining financing for the **PROJECT**; evaluating processes available for licensing and assisting **OWNER** in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits for inventories required in connection with construction performed for **OWNER**.

7. Services resulting from the award of more separate prime contracts for construction, materials, equipment or services for the **PROJECT** than are contemplated by an approved Work Authorization, and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the **OWNER** and administering **OWNER**'s contracts for such services.

8. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work, and providing land surveys and other special field surveys.

9. Assistance in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services.

10. Services during out-of-town travel required of **CONSULTANT** other than visits to the site as required by Section I.

11. Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation, public hearing or other legal or administrative proceeding involving the **PROJECT** (except as agreed to under Basic Services).

12. Soils and Material Investigations including test borings, laboratory testing of soils and materials, related analyses and recommendations.

13. Quality Assurance testing during construction.

14. Furnishing services of a Resident Project Representative to assist **CONSULTANT** in observing performance of the work of contractor(s).
15. Preparation of Disadvantaged Business Programs (DBE).
16. Cost accounting services, grant administration, and grant closeout.
17. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services described in each Work Authorization.
18. Providing analyses of the **OWNER's** needs and programming the requirements of the **PROJECT**.
19. Providing financial feasibility or other special studies.
20. Providing planning surveys, site evaluations or comparative studies of prospective sites.
21. Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the **PROJECT**.
22. Providing services relative to future facilities, systems and equipment.
23. Providing services to verify the accuracy of drawings or other information furnished by the **OWNER**.
24. Providing coordination of construction performed by separate contractors or by the **OWNER's** own forces and coordination of services required in connection with construction performed and equipment supplied by the **OWNER**.
25. Providing services in connection with the work of a construction manager or separate consultants retained by the **OWNER**.
26. Providing detailed estimates of Construction Cost.
27. Providing detailed quantity surveys or inventories of material, equipment and labor.
28. Providing analyses of owning and operating costs.
29. Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
30. Providing services for planning tenant or rental spaces.
31. Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
32. Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the **CONSULTANT**.
33. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
34. Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the **PROJECT** provided as a part of Basic Services.
35. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.
36. Services in connection with work directive changes and change orders to reflect changes requested by **OWNER** if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
37. Services in making revisions to Drawings and Specifications occasioned by the acceptance or substitutions proposed by Contractor(s), and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
38. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
39. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or negligent work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.
40. Services in connection with any partial utilization of any part of the **PROJECT** by **OWNER** prior to Substantial Completion.
41. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.
42. Services after issuance to the **OWNER** of the final certificate for payment or in the absence of such certificate, more than sixty (60) days after the date of Substantial Completion of the Work.

SECTION III - MISCELLANEOUS PROVISIONS

1. **Exhibit "F", Payments and Miscellaneous Provisions**, specifies requirements for payments to **CONSULTANT**, **OWNER's** responsibilities, and other miscellaneous provisions, and Exhibit "H" specifies Federal mandatory provisions.

**EXHIBIT E
DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT
PROJECT REPRESENTATIVE**

This is an exhibit attached to and made a part of the Agreement between the **OWNER** and the **CONSULTANT** for Professional Consulting Services. For elements of the **PROJECT** described in the referenced Agreement, the **CONSULTANT** shall perform Resident Project Representative services in accordance with the following:

- A. General: The Resident Project Representative (hereinafter referred to as the **RPR**) will be the **CONSULTANT's** agent at the site, will act as directed by and under the supervision of **CONSULTANT**, and will confer with **CONSULTANT** regarding **RPR** actions, **RPR's** dealings in matters pertaining to the onsite work shall in general be only with the **CONSULTANT** and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor. Written communication with **OWNER** will be only through or as directed by **CONSULTANT**.
- B. Duties and Responsibilities of **RPR**:
 1. Schedules: Review the progress schedule, schedule of shop drawing submissions, and schedule of values prepared by Contractor and consult with the **CONSULTANT** concerning acceptability.
 2. Conferences and Meetings: Attend meetings with Contractor such as preconstruction conferences, progress meetings and other conferences as required in consultation with **CONSULTANT** and notify those expected to attend in advance. Prepare and circulate copies of minutes thereof.
 3. Liaison:
 - a. Serve as the **CONSULTANT's** liaison with Contractor, working principally through Contractor's superintendent and assist Contractor's superintendent in understanding the intent of the contract documents. Assist the **CONSULTANT** in serving as the **OWNER's** liaison with the Contractor when the Contractor's operations affect the **OWNER's** onsite operations.
 - b. As requested by the **CONSULTANT**, assist in obtaining from the **OWNER** additional details or information, when required at the job site for proper execution of the work.
 4. Shop Drawings and Samples:
 - a. Record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor, and notify the **CONSULTANT** of their availability for examination.

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C. Limitations of Resident Project Representative's Authority: Except upon written instructions of the CONSULTANT, RPR.

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations of the CONSULTANT's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent, or expedite the work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not issue directions as to safety programs in connection with the work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not authorize the OWNER to occupy or utilize the PROJECT in whole or in part, without the approval of CONSULTANT.
8. Shall not participate in specialized field or laboratory tests, or inspections conducted by others except as specifically authorized by CONSULTANT.

**EXHIBIT F
PAYMENTS AND MISCELLANEOUS PROVISIONS**

This is an exhibit attached to and made a part of the Agreement between the OWNER and the CONSULTANT for professional consulting services.

SECTION I. PAYMENTS TO THE CONSULTANT

The OWNER agrees to compensate the CONSULTANT for services performed in accordance with one of the following methods as hereinafter set forth. It is further agreed that such compensation includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles.

The method of payment and the amount of payment for specified services shall be detailed in each Work Authorization. The receipt of an approved Work Authorization will constitute the CONSULTANT's Notice-to-Proceed.

Unless otherwise approved in writing, the CONSULTANT is not to undertake any work prior to the receipt of an approved Work Authorization executed by the OWNER.

A. Cost Plus Fixed Fee

Under this method of payment, the CONSULTANT's compensation will be equal to direct hourly cost times a factor to cover overhead plus direct non-salary expense and a fixed fee to cover profit. The cost may be more or less than estimated, but the fixed fee will neither increase nor decrease, unless there is a change in the scope, complexity, or duration of the work. In that event, the fixed fee would be subject to re-negotiation. Should the total cost be more than the estimated budget in an approved Work Authorization, a supplemental Work Authorization covering the additional costs of the particular task in question will be prepared by the CONSULTANT and submitted to the OWNER for review and approval.

B. Hourly Fee Schedule and Subconsultants

Under this method of payment, the CONSULTANT's compensation will be based on actual hours worked, by discipline, times the then current fee schedule, plus direct non-salary expenses, including the direct costs of subconsultants plus a lump sum administrative fee. The hourly fee schedule will only be utilized for specific minor items of work performed as special services.

C. Lump Sum

For work that can be defined and delineated in advance, payment to the CONSULTANT will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses as hereinafter described. The lump sum will not increase nor decrease unless there is a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to re-

negotiation, and **CONSULTANT** will prepare and submit a supplemental Work Authorization for **OWNER** approval.

D. General

Payments to the **CONSULTANT** on account of the above fees are payable upon receipt and are past due thirty (30) days after the date of invoices. Amounts not paid within thirty (30) days of invoice date are delinquent and **OWNER** agrees to pay a late payment fee in the amount of 1% per month or the maximum late payment fee permitted by applicable law (whichever is less) on any unpaid amount for each month, or fraction thereof, that such payment is delinquent. Invoices shall be submitted periodically for the amount of work carried out in that period. The **OWNER** shall not retain any amounts due from the **CONSULTANT**'s invoices, nor withhold said invoices pending other agency approval.

E. The following definitions will apply to the payments for services:

1. **Salary Cost** - For purposes of this Agreement, direct salary cost is defined as the current actual cost of salaries or guaranteed payments of personnel for the time directly chargeable to the **PROJECT**.
2. **Overhead** - For the purpose of this Agreement, overhead shall be calculated in accordance with Federal Acquisition Regulations. For billing under the cost plus fixed fee method of payment, overhead as defined herein shall be direct salary cost times the most recently published overhead rate of the **CONSULTANT** when the Work Authorization is signed.
3. **Direct Non-salary Expenses** - These generally include items of expense directly chargeable to the **PROJECT** and substantiated by appropriate documentation. Typical items may include the cost of subconsultants, living and traveling expenses of employees, communications expense, postage, reproduction, computer time, identifiable supplies and other items that can be identified with the **PROJECT**.

SECTION II - MISCELLANEOUS PROVISIONS

A. Estimates:

1. Since the **CONSULTANT** has no control over the cost of labor and materials or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the **CONSULTANT** does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the **PROJECT** construction cost.

B. Extra Work:

1. It is mutually understood and agreed that the **OWNER** will compensate the **CONSULTANT** for services resulting from significant changes in general scope of

the **PROJECT** or its design including, but not necessarily limited to, changes in size, complexity, **PROJECT** schedules, character of construction, revisions to previously accepted studies, reports, design documents for contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the **CONSULTANT**'s control and when requested and authorized by the **OWNER**. Compensation for such extra work when authorized by the **OWNER** shall be established in each Work Authorization. **CONSULTANT** shall promptly notify **OWNER** in writing of all extra work or cost variations on the **PROJECT** prior to undertaking said work.

C. Reuse of Documents:

1. All documents including drawings and specifications prepared by the **CONSULTANT** pursuant to this Agreement are instruments of service with respect to the **PROJECT**. They are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the **PROJECT** or on any other Project. Any reuse without written verification will be at **OWNER**'s sole risk and with no liability or legal exposure to **CONSULTANT**. Any such verification or adaptation will entitle **CONSULTANT** to further compensation at rates to be agreed upon by **OWNER** and **CONSULTANT**. Notwithstanding these provisions the **OWNER** shall be provided upon request a reproducible copy of any drawing produced under this Agreement at the cost of reproduction, and will be permitted full use of such documents subject to the limitations set forth herein.

D. Responsibility of the CONSULTANT:

1. The **CONSULTANT** shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the **CONSULTANT** under this Agreement.
2. Approval by the **OWNER** and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the **CONSULTANT** of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the **OWNER** or other agencies but not to the **CONSULTANT**.
3. The **CONSULTANT** shall not be responsible for any time delays in the **PROJECT** caused by the loss or destruction of any portion of the **PROJECT** including, but not limited to, fire, theft, smoke, storm, vandalism, sudden or accidental damage from irregularities in electrical current, or any other circumstance beyond the **CONSULTANT**'s control.

E. Responsibility of OWNER:

As a part to this Agreement, the **OWNER** shall:

1. Make available for the **CONSULTANT**'s use all record drawings, maps, information as to unusual conditions or practices affecting the **CONSULTANT**'s services, soil data, etc., that are readily available to the **OWNER**.
2. Designate a person to act with authority on the **OWNER**'s behalf and respond in a timely manner to submissions by the **CONSULTANT** providing approvals and authorizations as appropriate so that work may continue at a normal pace.
3. Pay all costs associated with special services authorized by the **OWNER** and all costs associated with obtaining bids from Contractors, including but not limited to cost of printing, postage and public notice of advertisement.
4. Furnish such accounting, insurance and legal counseling services as **OWNER** may require for this **PROJECT**. Obtain advice of an attorney, insurance counselor or other consultants as **OWNER** deems appropriate for examination of the Contract Documents prepared by **CONSULTANT**.
5. Pay all costs incidental to compliance with requirements of these paragraphs 1 through 4.

F. Termination:

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party provided that no such termination may be effected unless the other party is given:
 - a. Not less than ten (10) calendar days written notice of intent to terminate; and,
 - b. An opportunity for consultation with the terminating party prior to termination.
2. This Agreement may be terminated in whole or in part in writing by either party without cause on sixty (60) days written notice.
3. Upon receipt of a termination notice, the **CONSULTANT** shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the **OWNER** all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the **CONSULTANT** in performing this Agreement, whether completed or in process.
4. If this Agreement is terminated by either party, the **CONSULTANT** shall be paid for services rendered pursuant to this Agreement. If termination of the Agreement occurs at the conclusion of one phase and prior to authorization by the **OWNER** to begin the

next phase, payment by the **OWNER** of the completed phase shall be considered full compensation due the **CONSULTANT**.

G. Audit; Access to Records

1. The **CONSULTANT** shall maintain books, records, documents, and other evidence directly pertinent to the work under this Agreement in accordance with generally accepted accounting principles and practices. The **OWNER**, the Comptroller General of the United States or any of their duly appointed representatives shall have access to any books, documents, papers, records, and other evidence for the purpose of examination, audit, excerpts, and transcriptions.

2. Records described above shall be maintained and made available during the performance under this Agreement and for a period of three (3) years after the **OWNER** makes final payment and all other pending matters are closed.

H. Headings

1. The headings of the Exhibits, Sections, Schedules, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Exhibits, Sections, Schedules, and Attachments.

I. Assignment

1. **CONSULTANT** acknowledges that its services are unique and personal and its rights under this Agreement may not be assigned or its duties or obligations delegated without the express written consent of **OWNER**.

EXHIBIT G
SAMPLE WORK AUTHORIZATION FORM
Work Authorization for Professional Services

(Project Number) (Work Authorization Number)

It is agreed to undertake the following work in accordance with the provisions of the Master Agreement for Professional Services dated

Description of Assignment:

Basis of Compensation/Period of Services:

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

For DUPLIN COUNTY For PARRISH AND PARTNERS OF NORTH CAROLINA, PLLC

Date: Date:

Attachment: Supporting Data for Budget

EXHIBIT H
MANDATORY FEDERAL PROVISIONS

A. CIVIL RIGHTS ACT OF 1964, TITLE VI - CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER or the Federal funding agency, and its facilities to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the OWNER or the Federal funding agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the OWNER shall impose such contract sanctions as it or the Federal funding agency may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1.1 through 1.5 above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the **OWNER** or the Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the **OWNER** to enter into such litigation to protect the interests of the **OWNER** and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. DISADVANTAGED BUSINESS ENTERPRISES

1. **Policy:** It is the policy of the federal government that disadvantaged business enterprises (herein "**DBE**") as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the **DBE** requirements of 49 CFR Part 26 apply to this Agreement.

2. **DBE Obligation:** The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally-assisted contracts. Further, the contractor agrees to comply with all provisions of the **OWNER's DBE** program as amended from time to time.

3. **Prompt Payment (§26.29) -** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen (14) days from the receipt of each payment the prime contractor receives from the **OWNER**. The prime contractor agrees further to return retainage payments to each subcontractor within fourteen (14) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **OWNER**. This clause applies to both **DBE** and non-**DBE** subcontractors.

C. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

1. No Federal appropriated funds shall be paid, by or on behalf of the contractor, 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 the making of any Federal grant and the amendment or modification of any Federal grant.

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 any Federal grant, the contractor shall complete and submit Standard Form-LLI, "Disclosure of Lobby Activities," in accordance with its instructions.

D. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. 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.

E. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the Federal funding agency and the **OWNER** of the Federal grant under which this contract is executed.

F. TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this **PROJECT** with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the **PROJECT** that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the **PROJECT**, the Federal funding agency may direct through the **OWNER** cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal funding agency may direct through the **OWNER** cancellation of the contract or subcontract for default at no cost to the Government.

The contractor shall provide immediate written notice to the **OWNER** if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

G. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, 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. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

H. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

STATE CAPITAL AND INFRASTRUCTURE FUND AIRPORT: DUPLIN COUNTY
(SCIF) GRANT AGREEMENT AIRPORT
BETWEEN

AND PROJECT/WBS NO: 36244.20.16.1

PROJECT/WBS NO: 36244.20.16.1

This agreement shall be effective on 10/28/2022 and shall terminate on JUNE 30, 2025, with the option to extend, if mutually agreed upon, through a written modification.

WHEREAS the Sponsor is authorized by this agreement to use funds for capital improvements at the DUPAIN COUNTY AIRPORT as referenced in the Current Operations Appropriations Act, Session Law (SL) 2022-74 and Session Law 180, amended by SL 2021-189 and listed in the Joint Conference Committee Report on the Current Operations Appropriations Act of 2021 for Senate Bill 105.

WHEREAS a grant in the amount of \$1,500,000 of State Capital and Infrastructure Funds will be provided to the Sponsor according to the payout schedule, conditions, and limitations herein; and

NOW THEREFORE, the Sponsor and the Department do mutually hereby agree as follows:

- 1) The Sponsor agrees to use the funds toward the capital improvement project(s) as submitted on the Proposed Directed Funding Projects Form (AV-109) form in the amount(s) recorded. The Sponsor may revise this form but must keep the AV-109 updated and current in the Department's Enterprise Business System (EBS).

- 3) Work performed under this Agreement shall conform to the approved project(s) listed and described on the latest AY-109 loaded and approved in the Department's EBS.

- 4) The Sponsor agrees to comply and assures the compliance by each of its third-party contractors and subrecipients at any tier, with the provisions of GS § 1-43-59.2, "Certain vendors prohibited from contracting with State." GS § 1-43-32 and Executive Order 024 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 Agreement, 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. This prohibition covers those vendors and contractors who:

- a) have a contract with a governmental agency; or
- b) have performed under such a contract within the past year; or
- c) anticipate bidding on such a contract in the future.

- 5) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the request for and the Sponsor's approval of the Agreement.

- 6) Pursuant to GS 143C-6-8, the Sponsor understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the Department will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

- 7) The Sponsor agrees, as a Federally obligated airport, to adhere to all federal laws and requirements that apply to the project(s) identified in the AV-109. This includes, but is not limited to, planning, environmental, F/A justification, and civil rights requirements. Sponsor acknowledges its responsibility to ascertain all applicable federal laws and requirements and ensure Sponsor's compliance therewith.

- 8) Sponsor agrees to adhere to state and local laws and requirements that apply to the project(s) identified in the A/V 109. Sponsor acknowledges its responsibility to ascertain all applicable state and local laws and requirements and ensure Sponsor's compliance therewith.

- 9) The applicable federal, state and local laws to which Sponsor will adhere, include, but are not limited to, all statutory provisions outlined in GS 143C-6-22, Use of State funds by non-State entities, GS 143C-6-23, State grant funds; administration; oversight and reporting requirements, 9 NC Administrative Code Subchapter 3M and the requirements found in SL 2021-180, Section 5.2, 5.3, and 40.8 as amended by SL 2021-189,

- 10) The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Division's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.
- 11) The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public per GS 63-65.
- 12) The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.
- 13) The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased, or otherwise transferred from the control of the Sponsor without written approval of the Department.
- 14) The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities, or equipment are subsequently disposed of through sale or lease.
- 15) Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.
- 16) Insofar as it is within its power and reasonable, the Sponsor shall restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.
- 17) Terminal building spaces constructed under this Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Division.
- 18) This Agreement may not be assigned without the written consent of Department. Sponsor acknowledges and agrees that in the circumstances involving assignment and subcontractors, neither Sponsor nor any subcontractor is relieved of any of the duties and responsibilities of this Agreement. Sponsor further acknowledges and agrees that it will ensure that any subcontractor agrees to abide by the standards contained in 09 NCAC Subchapter 3M and to provide information in its possession that is needed by the recipient to comply with those standards.

- 19) Any amendments to or modification of the terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Department.

1. DEPARTMENT'S DUTIES & PAYMENT PROVISIONS:

The Department shall ensure that funds allocated and disbursed pursuant to Session Law 2021-180, as amended by SL 2021-189, comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The Department is subject to the following requirements:

- a. Upon execution of this agreement and the Sponsor's submission of documents identified in this contract, the Department intends to pay the RECIPIENT as follows:
1. 100% of total amount, by October 19, 2022, or with the first claim after execution of the grant agreement.
- b. Develop a quarterly financial and performance reporting document that shall incorporate the requirements of 9 NCAC Subchapter 3M.0205 and require the Sponsor to:
- i. Provide an accounting for funds received, interest earned, funds expended.
- ii. Provide activities, accomplishments and performance measures.
- iii. Provide a list of employees and the amount of State funds used for each employee's annual salary.
- iv. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
- c. Provide a secure method for submitting financial and performance reports.
- d. Conduct financial and performance monitoring until the contract is completed.
- e. Per 9 NCAC Subchapter 3M.0205, Sponsors that receive over \$500,000, shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. Audits must be provided no later than nine months after the grantees fiscal year end. This audit is required with the annual report.
- f. Extend the term of this contract, if necessary, as funds will not revert until expended or the particular project has been completed for SCIF Grants.

2. FUNDS MANAGEMENT:

The Sponsor agrees that funds paid through this grant agreement shall be subject to the following:

- a. Accounted for in a separate fund and accounting structure within the Sponsor's central accounting and / or grant management system. This shall include accounting for interest earned on these funds and proof that any interest was expended on a project identified on the AV-109.
- b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 1 above.
- c. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Agreement.
- d. If eligible, the Sponsor and all subrecipients shall:
- i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCQS 105-164.14, and

- ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.
- e. Cost of audit(s) can be charged to grant as described in 09 NCAC 03M.0205.
- f. First payment shall be made as soon as practicable, but no later than 100 days after SL 2022-74 became law (October 19, 2022).

3. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The Sponsor agrees to submit the required quarterly status report (QSR) via the Department's Enterprise Business Systems (EBS) on or before the 10th day following the end of each quarter. The first report is due on or before January 10, 2023, to the Department. All reports and supporting documents shall include the Sponsor and all SUB-RECIPIENT information and shall be submitted via QSR in EBS.

Sponsor and any SUB-RECIPIENTS agree that all program activity results, and information shall be subject to review and authentication as described in Section 6 and Sponsor will provide access to work papers, receipts, invoices and reporting records, if requested by the Department, as the Department executes any monitoring or internal audit responsibilities.

Sponsors and SUB-RECIPIENTS receiving \$500,000 or more shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provided to the Department no later than nine months after the end of the Sponsor's fiscal year. This report shall be submitted to the Department via EBS, or other acceptable method as identified by the Department. The cost of an audit conducted in conformance with the Yellow Book is an allowable cost for this grant.

4. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The Sponsor's contact for the responsible party for the agreement is identified in the Enterprise Business System (EBS) and shall be listed in the table below. The Department's point of contact is DOTAviationGrants@ncdot.gov.

Grant Recipient Point of Contact:	
Name:	George H. Furelle, Assistant County Manager / Airport Director
Address:	260 Airport Road, Kenansville, NC 28349
Email:	george.furelle@duplincountync.com
Phone:	910-296-2188
Tax Identification Number:	56-6000296

5. MONITORING AND AUDITING:

The Sponsor acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the Sponsor are subject to being audited, inspected and monitored at any time by the Department upon its request (whether in writing or otherwise). The Sponsor further agrees to provide Department staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The Sponsor acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in GS 159-34, Local Government Finance Act -- Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Sponsor and are subject to change.

6. PROJECT ADMINISTRATION:

a. It is the policy of this State to encourage and promote participation by the Disadvantaged Business Enterprise Program (MBE and WBE) in contracts let by the Department pursuant to GS 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure DBE's have maximum opportunity to participate in performance of contracts let using state funding. The Sponsor assures and certifies with respect to this Agreement that they will pursue these requirements as stipulated by the Department in the advertising, award, and administration of all contracts, and require the same for all contractors, subrecipients, or subcontractors. The DBE Program is governed by GS 136-28.4 and administered in accordance with Title 19A Chapter 02 Subchapter D Section. 1101 - 1112 of the North Carolina Administrative Code.

- b. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.
- c. It is the policy of the Department not to award funds to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. It shall be the responsibility of Sponsor to ensure that only properly qualified contractors are given construction contracts for work.

7. REAL PROPERTY ACQUISITION:

- a. The acquisition of land, buildings, and other real property involving the use of these funds shall be in compliance with this agreement and the provisions of this Section.
- b. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.

- c. The acquisition cost of each parcel, building, or other real property acquired with state financial assistance shall follow the Uniform Relocation Assistance and Real Property Acquisition Act and be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.
- d. For each parcel, building, or real property, fair market value shall be established by an appraisal, completed by a competent NCDOT approved appraiser and an appraisal review, completed by an NCDOT staff reviewer or outsourced by the NCDOT to a competent consultant appraisal reviewer. For complex acquisitions, estimated claims over \$1,000,000 or estimated claims with over \$250,000 in damages, fair market value shall be established by two appraisals: one original appraisal and one review appraisal. In such cases, all other provisions of this Section shall apply.
- e. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.
- f. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.
- g. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.
- h. Negotiated values above the fair market value shall not be eligible for state funds unless, prior to the final agreement for acquisition, the Sponsor has received the approval of the Department for paying such negotiated values in lieu of the appraised fair market value.
- i. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

8. SITUS:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

9. COMPLIANCE WITH LAW:

The Sponsor shall remain an independent Sponsor and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The Sponsor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the Department. The Sponsor shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

10. TERMINATION OF AGREEMENT:

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the Department.

11. AGREEMENT CLOSE-OUT PROCESS:

The Sponsor agrees to submit to the Department a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project(s) or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the Department at this time.

Sponsor will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the Department, the Sponsor will receive official notification of agreement close-out. The letter will inform the Sponsor that the Department is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

APPENDIX A1
TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

Under this agreement, any funds utilized for the performance of any work by the Sponsor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any

litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX A2
TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the *North Carolina Department of Transportation (NCDOT)* will accept title to the lands and maintain the project constructed thereon in accordance with the *North Carolina General Assembly*, for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *NCDOT* all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (Exhibit A attached hereto or other exhibit describing the transferred property) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *North Carolina Department of Transportation (NCDOT)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *NCDOT*, its successors and assigns.

The *NCDOT*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [.] land)* (2) that the *NCDOT* will use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [.] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX A3
TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances:

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A4
TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE
ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities.
 - B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
 - C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns.*
- (*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A5
TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (P.L. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

THE PARTIES BY LEGALLY BINDING SIGNATURE BELOW HEREBY EXECUTE THIS GRANT AGREEMENT
THE DAY AND YEAR FIRST WRITTEN BELOW:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Designated by: Mike L. White
By: Mike L. White
Deputy Secretary for Multi-Modal Transportation or Designee
DATE: 10/28/2022

AUTHORIZED SIGNATURE FOR SPONSOR
(Approving Authority Board Member or Local Governing Official):

Designated by: George Futrell
SIGNED: George Futrell
TITLE: Assistant County Manager / Airport Director
DATE: 10/24/2022
FISCAL YEAR END MONTH: June

AUTHORIZED SIGNATURE FOR CO-SPONSOR (if required)
(Approving Authority Board Member or Local Governing Official):

SIGNED: Mike B. Cline
TITLE: Chairman BOC
DATE: November 21, 2022



DUPLIN COUNTY AIRPORT

November 3, 2022

MEMORANDUM

To: Tracy Chestnut
Finance Officer
From: George Futrell
Assistant County Manager / Airport Director
Re: SCIF Grant - Airport Road \$1,500,000.00

Tracy: We received the fully executed grant agreement today for the EDC Airport road construction project. I hope to be able to present the grant resolution and budget amendment to the BOC at their November 21, 2022 meeting. The entire grant is going to be used for construction expenses only, no engineering.

The grant funds are released to the County in advance so we'll be receiving a deposit sometime soon for \$1,500,000.00. The grant requires that accrued interest must be applied to the specific project and quarterly reports require the reporting of interest earned. I have attached a proposed project budget.

SCIF Grant - Airport Road		Airport-Mileage # 7552		NCDOT WBS# 2824A.2B.1B.1	
100% Grant Funds @ \$1,500,000.00		NCDOT-90A			
Budget:			MAINT		
State Grant Award			7552 38207		\$1,500,000.00
Interest Earned			7552 77777		00.00
Sales Tax			7552 35453		00.00
Total Revenue					\$1,500,000.00
Expenditures		NCDOT-90A	MAINT		
Construction		A106	7552 41060		\$1,500,000.00
					00.00
Total Expenditures					\$1,500,000.00

Important – A public hearing MUST be conducted whether or not requested by the Public.

PUBLIC HEARING RECORD

Section 5311 (including ADTAP, 5310, 5339, 5307 and applicable State funding, or combination thereof).

APPLICANT: Duplin County

DATE: November 21, 2022

PLACE: Duplin County Commissioner's Meeting

TIME: 6:00 PM

How many BOARD MEMBERS attended the public hearing? 5

How many members of the PUBLIC attended the public hearing? 15

Public Attendance Surveys

☐ (Attached)

☐ (Offered at Public Hearing but none completed)

I, the undersigned, representing (Legal Name of Applicant) Duplin County do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

☒ (NO public comments)

☐ (Public Comments were made and meeting minutes will be submitted after board approval)

The estimated date for board approval of meeting minutes is: DECEMBER 5, 2022

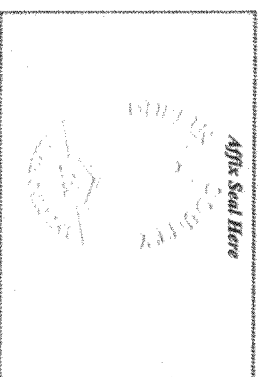
Signature of Clerk to the Board

Davis H. Brinson, County Manager/Clerk to the Board

Printed Name and Title

Date

November 22, 2022



North Carolina Department of Public Safety



Purchasing and Logistics

Roy Cooper, Governor
Eddie M. Bufaloe, Secretary

Cassandra Skinner Hoekstra, Chief Deputy Secretary
Douglas Holbrook, Chief Financial Officer
Joanne B. Rowland, Director

November 15, 2022

Davis H. Brinson
Duplin County Manager
PO Box 910
Kenansville, NC 28349-0910

RE: Being +/- 406 Net Square Feet of Office Space Located at 118 Duplin Street
Kenansville, Duplin County, North Carolina

Dear County Manager Brinson,

We appreciate your promptness and time...thank you, sir. Enclosed is a fully executed duplicate original of the above-referenced lease agreement. Please retain this document for your files.

Please forward an invoice (if desired) for the entire lease period as described in the lease agreement and remit to the address listed below. *Note, the invoice needs to contain the name of the leasing agent and the leased property addresses.* Once the invoice is received it will be forwarded to the accounting department to process payment as agreed.

Again, on behalf of the North Carolina Department of Public Safety we want to say thanks for the office space and your continued support for Juvenile Justice that serve Duplin County.

Sincerely,

Kyla S. Virden
Program Coordinator
North Carolina Department of Public Safety
Office: 919-324-6225
E-Mail: kyla.virden@ncdps.gov

mrf

Enclosure

Cc: Russell Price, Administrator
Wendell Boykins, Chief Court Counselor
Angela C. Conyers, DPS Accounting Supervisor - Team C
DOA Leasing and Space Planning Manager

MAILING ADDRESS:
4227 Mail Service Center
Raleigh, NC 27699-4200
www.ncdps.gov



OFFICE LOCATION:
3030 Hammond Business Place
Raleigh, NC 27603-3666
Telephone (919) 743-8141
Fax (919) 715-3731

An Equal Opportunity Employer

THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

STATE OF NORTH CAROLINA

COUNTY OF DUPLIN

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the 17 day of OCTOBER, 2022, by and between COUNTY OF DUPLIN, hereinafter designated as Lessor, and the STATE OF NORTH CAROLINA, hereinafter designated as Lessee;

WITNESSETH:

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 2017; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the City of Kenansville, County of Duplin, North Carolina, more particularly described as follows:

Being +/- 406.08 net square feet of office space located at 118 Duplin Street, Kenansville, Duplin County, North Carolina.

DEPARTMENT OF PUBLIC SAFETY(Juvenile Justice)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three (3) Years commencing on the 1st day of November, 2022 or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 31st day of October, 2025.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of \$1.00 Dollars per term to be payable within five (5) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- E. The Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. The Lessee shall have the right during the existence of this lease, with the Lessor's prior written consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury and return said premises back to original condition excluding normal wear and tear.

6. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

7. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

8. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

9. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

10. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

11. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

12. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

13. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **PO Box 910, Kenansville, North Carolina 28349** and the Lessee at **3030 Hammond Business Place, 4227 Mail Service Center, Raleigh, North Carolina 27603-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By:

Joyanne Rowland (SEAL)
Joyanne Rowland,
Director of Purchasing & Logistics

LESSOR:

Davis Brinson
The County of Duplin
Davis Brinson, County Manager



STATE OF NORTH CAROLINA
COUNTY OF Duplin

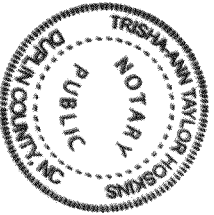
I, Trisha Ann Taylor Hoskins, a Notary Public in and for the County and State aforesaid, do hereby certify that Davis Brinson, personally came before me this day and acknowledged that he is the County Manager, and that by authority and given as an act of Duplin County and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the 17th day of OCTOBER, 2022.

Trisha Ann Taylor Hoskins
Notary Public

My Commission Expires:

JANUARY 25, 2026



STATE OF NORTH CAROLINA
COUNTY OF Johnston

I, Wanda B. Hicks, a Notary Public in and for the County of Johnston and State aforesaid, do hereby certify that Joanne Rowland, personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 20th day of October, 2022.

Wanda B. Hicks
Notary Public

My commission expires 8-19-2024



Month End Report
October 2022

Airport Staff	Airport Commission Members
George Threlkeld	Jack Spillme, Chair
John Harwood	Sam Boyette
A. J. Weathers & Bryan Bickel	Al Conners
	Night Drive
	Larry Dabow, Vice Chair
	Douglas Edwards
	Scott Kennedy
	Gray Morgan
	Way Younger
Hours of Operation	
Year-round schedule effective May 1, 2013	
Sunday	1:00 pm – 6:00 pm
Monday, Tuesday	7:00 am – 6:00 pm
Wednesday	8:00 am – 6:00 pm
Thursday	8:00 am – 6:00 pm
Closed Thanksgiving and Christmas Day Only	

FY 22/23	\$ MIL		# of dollars per	Previous FY \$ MIL
	Avail	Total		
July	\$18,728.63	\$208,227.83	15,858.95	\$8,946.75
August	\$8,628.31	\$139,026.88	35,055.35	\$4,827.48
September	\$13,811.07	\$62,144.36	1,447.26	\$7,631.88
October	\$74,555.95	\$262,144.36	1,448.36	\$7,152.88
November	\$10,700.65	\$15,497.46	19,714.07	23,385.78
December	\$64,039.44	\$15,497.46	3,293.87	0.00
January	\$0.00	\$0.00	0.00	0.00
February	\$0.00	\$0.00	15,961.48	0.00
March	\$0.00	\$0.00	10,683.83	0.00
April	\$0.00	\$0.00	18,579.76	0.00
May	\$0.00	\$0.00	28,408.34	0.00
June	\$0.00	\$0.00	23,711.86	0.00
July	\$0.00	\$0.00	12,000.18	0.00
August	\$0.00	\$0.00	14,413.86	0.00
September	\$0.00	\$0.00	196,128.33	0.00
TOTAL	\$55,048.78	\$357,071.73	76,410.92	\$83,405.32

[illegible]

Recent Project Activity & Updates:

October 2022 final slides were drafted back up about 73,000 gallons.

\$1.5 million SDC Grant awarded to Airport for EDC Market-based BQD for consulting advertisement, received and selected

Airfield Master Plan: Air Upgrades have been approved by NCEMCO and FAA. Final signatures and approvals received. Project closing soon

Land Use/Mgmt location: Ordinance completed. ADOS Critical Area Clearing project completed. Wind Sensor turned back on by FAA

Wild Thatchery fully occupied. One legacy Tanager available. Spikes still installed in Community Hanger. Horse on waiting list at this time

Hill Country National Junior High plans for EDCS. Assisting with other county special projects/Commons Market/Pink Elephant Center/paving, etc.



Average Status for Five-Year Fiscal Year			
Percentage of Total Farm Status			14%
Percentage total Pig Value			29%
Percentage total Poultry and Pigs			41%
Average Single Cattle Sold Two Months - 2,200			
Let's Take So Far The Fiscal Year			
Percentage of Total Farm Status			27%
Percentage total Pig Value			42%
Percentage total Poultry and Pigs			57%
Percentage Single Cattle Sold Two Months - 2,200			
Average Single Cattle Sold Two Months - 28,110			
Questions and Answers			
Q: How many...			
A: ...			
Jan	1039	7025	3195
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Other Miscellaneous Information

City and County Commission meets each Tuesday at 7:00 a.m. Check us out on Facebook: Oglethorpe County Airport Dev. Total Economic Impact is \$64,800,000.00.

2021 Baseair Aircraft Value is \$56,779,517.00

Based aircraft value of \$11.5 million over last year

Over \$4.5 million in airport grant projects since 2015.

Runway Widening/Overlay, Towing, MGS Hangars

CANINE ADOPTION FEE	\$	95.00
RESCUE DOG TRANSFER FEES	\$	300.00
FELINE ADOPTION FEE	\$	15.00
RESCUE CAT TRANSFER FEE		
LONNIE'S ANGELS 72-22065		
HORSE/GOAT FEE		
RODENT/PIG/RABBIT/GUINEA PIG		
FIRST OFFENSE CITATIONS 76-2A402		
SECOND OFFENSE CITATION 76-2A402		
THIRD OFFENSE CITATION 76-2A402		
DUTY TO CONTROL 1ST		
RABIES VACCINATION REQUIRED	\$	750.00
NUISANCE ANIMAL PROHIBITE	\$	100.00
DOG AT-LARGE PROHIBITED 1ST		
CANINE VOUCHER	\$	600.00
FELINE VOUCHER	\$	80.00
RABIES CLINIC VACCINE	\$	40.00
RABVAC	\$	365.00
BORDETELLA	\$	90.00
DURAMUNE MAX 5	\$	90.00
FELINE FELICEL CVR-C	\$	10.00
BITE INVESTIGATION	\$	250.00
BOARDING FEE	\$	60.00
BUILDING FUND 71-3438-381	\$	45.00
POTENTIALLY DANGEROUS ANNUAL		
DANGEROUS ANNUAL		
GENERAL DONATION		
JUDGEMENTS 4380-34347		
MISC 10-3438-410		
OWNER SURRENDER EUTHANASIA	\$	50.00
OWNER SURRENDER FEE 10-3438-410	\$	140.00
OWNER SURRENDER PER LITTER		
OWNER SURRENDER TRANSPORT		
RECLAIM FEE	\$	120.00
MICROCHIP	\$	180.00
RECLAIM/LIVESTOCK FEE		
VET FEES	\$	21.41
TOTAL AMOUNT	\$	3,401.41

DUPLIN COUNTY ANIMAL SERVICES

Oct-22

SIGNATURE

SIGNATURE

RE	AMOUNT		
RE		\$	21.41
		\$	3,401.41



Office of the
DUPLIN COUNTY REGISTER OF DEEDS
Anita Marie Savage, Register of Deeds
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Telephone: (910) 296-2108 Fax: (910) 296-2344
anita.savage@duplincountync.com
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MONTHLY REPORT FOR OCTOBER 2022

Recording Fees	\$1,384.00
Excise Stamps	\$21,000.00
Marriage Licenses	\$2,520.00
Marriage Certificates	\$800.00
Birth Certificates	\$1,850.00
Death Certificates	\$1,890.00
UCC's	\$612.00
Notary Fees	\$180.00
Copies	\$809.25
Miscellaneous	\$376.50
Gross Monthly Revenues	\$43,321.75
Less Escrow Account Total	\$750.25
Total Deposit for Period	\$42,571.50
Less Escrow Credit	\$600.00
	\$41,971.50
State Treasurer 161-50.2	\$320.50
NC State Treasurer 161.11.5	\$2,256.80
Children's Trust Fund	\$210.00
Domestic Violence Fund	\$1,260.00
Excise Stamp/Dept of Revenue	\$10,500.00
State OVS Fees/Expedite Fees	\$0.00
\$1.00 Excise Tax Exclusion	\$0.00
VRAS Vital Record Searches/Add'l Fees	\$355.00
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	\$14,902.30
Net Monthly Revenues	\$27,069.20

Submitted this 2nd day of October, 2022
Anita Marie Savage
Register of Deeds

Recorder and Custodian of County Records

**DUPLIN COUNTY REGISTER OF DEEDS ACTIVITY
REPORT FOR OCTOBER 2022
VITAL RECORDS DIVISION**

	Current Month	Previous Month
BIRTH RECORDS		
BIRTH CERTIFICATES RECORDED	43	54
BIRTH CERTIFICATES ISSUED	185	170
DELAYED BIRTH CERTIFICATES REGISTERED	0	0
DEATH RECORDS		
DEATH CERTIFICATES RECORDED	28	43
DEATH CERTIFICATES ISSUED	189	233
MARRIAGE LICENSES & RECORDS		
MARRIAGE LICENSES ISSUED	42	39
MARRIAGE CERTIFICATES ISSUED	80	58
MILITARY DISCHARGE RECORDS		
MILITARY DISCHARGES RECORDED	0	1
OTHER VITAL RECORDS SERVICES		
VITAL RECORDS AMENDMENTS PROCESSED	0	0
SCHOOL CENSUS RECORDS ISSUED	1	1
NOTARY PUBLIC OATHS ADMINISTERED	18	11
NOTARY PUBLIC AUTHENTICATION	1	0
PROPERTY RECORDS DIVISION		
DEEDS RECORDED	174	168
DEEDS RECORDED WITH EXCISE TAX AFFIXED	97	105
DEEDS OF TRUST RECORDED	77	75
MISC. DOCUMENT TYPES RECORDED	112	87
BUSINESS RECORDS RECORDED	7	8
UCC RECORDINGS	15	7
SATISFACTIONS (CANCELLATIONS)	66	104
MAPS/PLATS RECORDED	34	38



Cowan Museum of History and Science
October 2022 (FY23) Monthly Report

Month	Attendance w/ Outreach	\$ Cash/ Donations	Volunteer Hrs.
July	138	-	-
Aug	97	\$211.00	-
Sep	63	\$14.00	-
Oct	49	\$43.00	14.5
Nov			
Dec			
Jan			
Feb			
Mar			
Apr			
May			
June			
TOTAL	347	\$268.00	14.5

❖ Buildings and Grounds:

- Facilities Services staff maintained the outbuildings by installing non-slip material on the stairs of the general store, schoolhouse, and log cabin. They also put back many of the tobacco barn's artifacts that were moved for Phase I of the barn's renovation.
 - The museum received a quote for the second phase of the tobacco barn renovation by Ward Family Construction, LLC. Phase II will be paid with ARPA and FY23 NC Science Museums Grant Program funds.
 - The schoolhouse, log cabin, general store, and smokehouse were cleaned, and gardens maintained.
- ❖ Tours, Exhibits & Events:
- Grotko and Skinner worked on the *Picturing Women Inventors* exhibit that will open on the James Sprunt campus in the spring.

❖ NC Science Museums Grant Program:

- 250 copies of the book, *A Museum's Garden: Secrets, Wonders, and Delights*, were picked up at the printer's after 2.5 months in production. The book was a grant project for FY22. However, the book was printed incorrectly, so currently it is back in production. All costs for the second printing were covered by the printer.
- Volunteers worked on salvaging some of the above-mentioned book's chapters for educational use and recycling.
- An ESL teacher from James Keran High School picked up several copies of chapters from *A Museum's Garden* to use for her classes.
- A second printing of the *Nature Cycles* series, a FY21 book project, will be done this fiscal year. Grotko updated illustrations and reformatted Books One and Two.

- Grotko and Skinner worked on the FY22 final report and submitted it to the granting agency ahead of the deadline.

❖ American Recovery Program Act (ARPA) Grant:

- Skinner and Grotko had numerous discussions about how best to use the funds.
- Grotko worked on paperwork required for submission to the granting agency, including a budget and measurable goals.
- Grotko submitted an Agenda Request Form for the 11/7 BOCC meeting so that a form, which states the County has no overdue taxes, may be signed and notarized.

❖ Collections and Donations:

- Skinner took two of the museum's unidentified fossils to the NC Museum of Natural Sciences in Raleigh to have them examined by Sean Moran, Collections Manager of Paleontology and Geology. Moran identified them as a Mastodon tusk fragment from the Pleistocene and a whale rib from the Pliocene.
- Legal and object files were maintained and updated.
- Loan forms were updated.
- Grotko cleaned the collections storage areas. Artifacts were checked for pest activity.
- Artifacts on display were cleaned by Grotko using best museum practices.
- Grotko worked on artifact records in the relational database (PastPerfect).
- Three (3) books were donated to the museum's Little Free Library.

❖ Outreach, Partnerships and Community:

- On 10/20, two graduate students from the Geography, Planning, and Environment Department at East Carolina University visited the museum to do a drone survey of the buildings and grounds. One of the students, Jonathan Taboul, stated that the ECU WaterCorps has agreed to consider preparing an ArcGIS StoryMap (interactive website) for the Cowan Museum, wherein both the drone survey and pictures from inside the museum buildings will exist.
- Two Teen Court community services volunteers were scheduled to volunteer at the museum and one of them began his service at the end of October.
- Skinner wrote an article about the above-mentioned fossil identification for the Duplin Times and the County's employee newsletter.
- Skinner researched fungus and presented her findings at a book discussion at the Pink Hill Library for the book, *Mexican Gothic*, in which fungus is a main character.

❖ General/Other:

- Grotko submitted the monthly P-Card report.
- Updates were made to the website and items of interest were posted onto the museum's social media sites (Facebook, Twitter, and Instagram).
- Galleries were swept and other janitorial duties were done.