



BOARD OF COUNTY COMMISSIONER'S MEETING

Tuesday, September 5th, 2023

224 Seminary Street

Kenansville, N.C. 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Tuesday, September 5th, 2023 in the Commissioners Room located at 224 Seminary Street, Kenansville, NC.

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

Also Present: Mr. George Wood, Interim County Manager; Ms. Jaime W. Carr, Clerk to the Board; Mr. Tim Wilson, County Attorney; and Ms. Chelsey Lanier, Finance Officer.

Call to Order

The meeting was called to order by Chairman Edwards.

Moment of Silence

The Chairman then observed a moment of silence in respect for the late Linwood Kennedy, who served the county for 29 years in the EMS, Fire Marshal & Solid Waste Departments.

Invocation and Pledge of Allegiance

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

Approval of the Meeting Agenda

Chairman Edwards asked if the members of the Board approved the proposed meeting agenda and if any Board member, County Manager or Clerk to the Board wished to make changes or additions to the agenda. Commissioner Dowe requested to add the Department of Social Services to the agenda to reconsider a motion made from the previous meeting. Mr. Wood requested to add a contract with Greg W. Isley, CPA for Ms. Chelsey Lanier, Finance Officer, presenting an amendment to the professional services agreement the County has with Mosely Architects P.C.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve the meeting agenda with the requested additions made by Commissioner Dowe and Interim County Manager, Mr. Wood.

Approval of the Minutes – Governing Body

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously to approve the minutes of the August 21st, 2023 Board of Commissioners meeting as presented.

REGULAR MEETING AGENDA**CONSENT AGENDA**

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to approve the consent agenda which consisted of: Budget Amendment Journal Entry Report; Tax and Solid Waste Releases— #20510 - #20921; Amendment to the Senior Services Nutrition Program Caterer Contract Between Duplin County and Diamond Food Enterprises and Authorize Melisa Brown, Senior Services Director, to Sign.

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

AGENDA

Ms. Jaime W. Carr, Clerk to the Board, appeared before the Board to administer the Oath of Office to Chelsey Lanier as the new Finance Officer.

Public Comments

No public comments.

End Public Comments

Ms. Angel Venecia, Public Transportation Director, appeared before the Board to conduct a public hearing to receive comments regarding the FY25 grant submission to fund the public transportation system. Duplin County Public Transportation intends to apply for the 5311 CTP Admin Grant to cover administrative costs in the amount of \$267,095.00; the Combined Capital Grant to cover four (4) replacement vans with lettering and two (2) laptops in the amount of \$533,000.00; and the local share funding in the amount of \$93,364.00.

Chairman Edwards opened the public hearing.

Ms. Angela Mainor asked Ms. Venecia to repeat the amount of funds again.

Ms. Venecia stated that the Administrative Grant is for \$267,095.00 and the Capital Grant is for \$533,000.00.

Ms. Mainor then asked what she said about vans.

Ms. Venecia said it would be to replace four (4) vans and two (2) laptops from the Capital Grant.

Chairman Edwards closed the public hearing.

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously, to approve the FY 2025 Local Share Certification for Funding and adopt the Public Transportation FY 2025 Resolution Section 5311 (Including ADTAP), 5310, 5339, 5307 and Applicable State Funding, or Combination Thereof and authorize Chairman to sign.

Mr. Scotty Summerlin, Economic Development Director, appeared before the Board to request approval of a Memorandum of Agreement between Duplin County and The Foundation for Duplin County Industrial and Business Development D/B/A Duplin County Economic Development Corporation. This agreement is for the transferring of funds from the Golden LEAF Grant line item funds to Duplin County Economic Development in a cumulative amount, not to exceed \$423,500.00, which will be used for the sole purpose of making contractual payments owed to party/parties performing the clearing and grubbing of a tract of land within the Duplin County Airpark. Upon the receipt of grant funds awarded by The Golden LEAF Foundation, the County will be reimbursed in full no later than January 31, 2024.

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously, to approve the Memorandum of Agreement between Duplin County and The Foundation for Duplin County Industrial and Business Development D/B/A Duplin County Economic Development Corporation, authorize the Chairman to sign, and approve the associated budget amendment.

Mr. George Wood, Interim County Manager, and Mr. Jeremiah Daniels, Daniels and Daniels Construction Company Inc., appeared before the Board with a recommendation on bid acceptance for the Senior Services and Veterans Office Building Project. Mr. Wood stated that he and Mr. Daniels had met and discussed the bid tabulation for this project. This included construction, design fees, furniture, fixtures, equipment and owner's cost items. The total amount of the project is \$6,218,261.00, but the contract and bid award for the construction component of this project is for the amount of \$5,369,575.00. Mr. Wood requested that the contract for the construction component of this project be awarded to Daniels and Daniels Construction Company, Inc. in the amount of \$5,369,575.00.

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously, to approve the Construction Contract with Daniels and Daniels Construction Company, Inc. in the amount of \$5,369,575 and authorize the Chairman to sign.

Mr. Tim Wilson, County Attorney, appeared before the Board to request approval of a Commercial Service Agreement between Duplin County and Piedmont Natural Gas Company, Inc. for the installation of natural gas pipelines at 325 Fairgrounds Drive (New Duplin County Detention Facility location) at no cost to the County. Mr. Wilson also requested that the Board approve a Grant of Easement Distribution between Duplin County and Piedmont Natural Gas Company, Inc. Before Piedmont Natural Gas Company, Inc. can install natural gas pipelines to the new Detention Facility location, the County must first grant them an easement to install and maintain these pipelines.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to approve the Commercial Service Agreement Between Duplin County and Piedmont Natural Gas Company, Inc. for the installation of natural gas pipelines at 325 Fairgrounds Drive and authorize Mr. George Wood, Interim County Manager to sign.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to approve the Grant of Easement Distribution between Duplin County and Piedmont Natural Gas Company, Inc. and authorize the Chairman to sign.

Ms. Chelsey Lanier, Finance Officer, appeared before the Board to request approval of a contract with Mr. Greg W. Isley, CPA to perform the Schedule of Expenditures of Federal and State Awards (SEFSA) for Duplin County.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to approve the contract with Mr. Greg W. Isley, CPA and authorize the Chairman to sign.

Mr. George Wood, Interim County Manager, appeared before the Board to request approval of a second amendment to the AIA contract between Duplin County and Mosley Architects P.C. in the amount of \$21,787.50. This amendment is to provide additional civil engineering services to construct a roadway to the new Duplin County Detention Facility site. These services are for the design of the roadway, obtaining North Carolina Department of Transportation (NCDOT) encroachment and driveway permits and to oversee the construction of the roadway.

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously, to approve the second amendment to the AIA contract between Duplin County and Mosley Architects P.C. in the amount of \$21,787.50 and authorize Mr. George Wood, Interim County Manager, to sign.

Mr. David Cheatwood, Managing Director with First Tryon Advisors, appeared before the Board to present the process and a timeline for the issuance of Limited Obligation Bonds to

help finance a new Duplin County Detention Facility. Also Mr. Cheatwood requested that Work Order #2 under the contract with First Tryon Advisors be approved.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to approve Work Order #2 under the contract with First Tryon Advisors and authorize the Chairman to sign.

Commissioner Dowe made a motion to reconsider the vote on his motion previously made at the August 7th, 2023 Board of Commissioners meeting concerning the approval of thirteen (13) Medicaid positions for DSS. The Motion to Reconsider was seconded by Wayne Branch and passed by a unanimous Five to zero (5-0) vote.

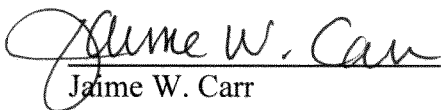
Commissioner Dowe made a Motion to Reconsider the Vote on his motion previously made at the August 7, 2023 Board of Commissioners meeting concerning the approval of thirteen (13) Medicaid positions for DSS. The Motion to Reconsider was seconded by Wayne Branch and passed by a unanimous 5-0 vote. After discussion, but prior to revote on the August 7, 2023 motion, Commissioner Dowe withdrew his Motion to Reconsider the Vote and made a Motion to Rescind and Modify the August 7, 2023 motion and remove contingency language related to the allocation of funding by NCDHHS. Wayne Branch seconded the Motion to Rescind and Modify. Following discussion, the motion failed 2-3. In favor: Commissioners Branch and Dowe. Opposed: Commissioners D. Edwards, J. Edwards and Garner.

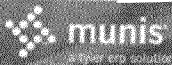
Motion was made by Commissioner Branch seconded by Commissioner Dowe, carried unanimously, to leave open session and enter into a closed session for Personnel Matters pursuant to NCGS §143-318 (a) (6).

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously, to leave closed session and return to open session.

Mr. George Wood, Interim County Manager appeared before the Board to make general announcements/comments.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to recess until Tuesday, September 12th, 2023 at 5:15 p.m. for a Commissioners Meeting to be held in the conference room at the Duplin County Airport.


Jaime W. Carr
Clerk to the Board



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

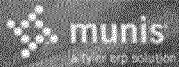
LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT					LINE DESCRIPTION				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2024	03	7 09/06/2023			BUA 090523C	1 1			
1	5183	41990			COVID PH Regional Workforce	PROFESSIONAL SERVICES	1,535,954.00	-50,000.00	1,485,954.00
	10-50-5100-5183-000-41990						09/06/2023		
2	5183	45003			COVID PH Regional Workforce	Mini Grant	10,000.00	50,000.00	60,000.00
	10-50-5100-5183-000-45003						09/06/2023		
** JOURNAL TOTAL								0.00	



BUDGET AMENDMENT JOURNAL ENTRY PROOF

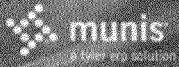
CLERK: chelsey.lanier

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2024	3	2									
BUA	4310-39965							FUND BAL-FED SEIZED JUSTICE	5		9,661.86
	09/06/2023	090523C						T			
BUA	4310-42984							PROGRAM SUPPLIESJUSTICE	5	9,661.86	
	09/06/2023	090523C						T			
BUA	4397-34354							False Alarm Fine	5		3,250.00
	09/06/2023	090523C						T			
BUA	4397-42726							Fine Payments	5	3,250.00	
	09/06/2023	090523C						T			
BUA	4100-38398							INSURANCE SETTLEMENTS	5		1,747.40
	09/06/2023	090523C						T			
BUA	4380-43530							REPAIRS VEHICLES	5	1,747.40	
	09/06/2023	090523C						T			
								JOURNAL 2024/03/2	TOTAL	.00	.00
2024	3	3									
BUA	4100-39969							FUND BALANCE	5		47,814.00
	09/06/2023	090523C						T			
BUA	4140-42050							LEGAL	5	47,814.00	
	09/06/2023	090523C						T			
								JOURNAL 2024/03/3	TOTAL	.00	.00
2024	3	4									
BUA	5912-39969							FUND BALANCE APPROPRIATED	5		395,115.26
	09/06/2023	090523C						T			
BUA	5912-40110							CAP IMPROVEMENTS TO SITES	5	395,115.26	
	09/06/2023	090523C						T			
								JOURNAL 2024/03/4	TOTAL	.00	.00
2024	3	6									
BUA	5176-41990							PROFESSIONAL SERVICES	5		104,640.00
	09/06/2023	090523C						T			
BUA	5176-43540							SOFTWARE MAINTENANCE	5		320.00
	09/06/2023	090523C						T			
BUA	5176-40121							SALARIES	5	30,744.00	
	09/06/2023	090523C						T			
BUA	5176-40181							SOCIAL SECURITY	5	2,404.00	
	09/06/2023	090523C						T			
BUA	5176-40182							RETIREMENT	5	2,635.00	
	09/06/2023	090523C						T			
BUA	5176-40183							HOSPITAL INSURANCE	5	3,950.00	
	09/06/2023	090523C						T			



BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER	JNL								
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
BUA 5176-40184	09/06/2023	090523C				T Life Insurance	5	35.00	
BUA 5176-42600	09/06/2023	090523C				T OFFICE SUPPLIES	5	1,492.00	
BUA 5176-42980	09/06/2023	090523C				T PROGRAM SUPPLIES	5	40,000.00	
BUA 5176-42990	09/06/2023	090523C				T INCENTIVES	5	13,500.00	
BUA 5176-43110	09/06/2023	090523C				T TRAVEL	5	5,000.00	
BUA 5176-43210	09/06/2023	090523C				T TELEPHONE	5	2,900.00	
BUA 5176-43250	09/06/2023	090523C				T POSTAGE	5	2,300.00	
						JOURNAL 2024/03/6	TOTAL	.00	.00
2024 3	7								
BUA 5183-41990	09/06/2023	090523C				T PROFESSIONAL SERVICES	5		50,000.00
BUA 5183-45003	09/06/2023	090523C				T Mini Grant	5	50,000.00	
						JOURNAL 2024/03/7	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 **

LL 8-25-23
CW 8-25-23

DUPLIN COUNTY TAX AND SOLID WASTE REQUEST RELEASE DATE SEPTEMBER 5, 2023															
RELEASE NUMBER	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY	TAX	CAPITAL FUND	FIRE DISTRICT	LATE LIST PENALTY	SOLID	WASTE	TOTAL RELEASE	REASON FOR RELEASE
20667	ABC PHONES	09			2023	0001347		\$ 513.86	\$ 14.37		\$ 52.83			\$ 581.06	ERRORS IN BILLING
20668	ALLEN, ROBBIE & WF FAYE ALLEN	02		F-007	2023	0059550		\$ 10.47	\$ 0.29	\$ 1.03				\$ 11.79	DECREASED BOAT VALUE
20669	ANDERSON, MATTHEW WILL	07		F-007	2023	0096417		\$ 568.43	\$ 15.90					\$ 584.33	PARCEL TRANSFERRED IN ERROR
20670	ANDRE, JEFFREY TYLER & WIFE	07		F-003	2023	010004741						\$ 10,890.00	\$ 10,890.00	BILLED 100 SOLID WASTE FEES IN ERROR	
20671	BAKER, KALENE A. & SPOUSE	08		F-005	2023	0263710		\$ 321.75	\$ 9.00	\$ 22.50				\$ 353.25	SHOULD HAVE RECEIVED EXEMPTION
20672	BEN'S TOBACCO INC	09			2023	0456006		\$ 5.68	\$ 0.16					\$ 5.84	BUSINESS CLOSED DECEMBER 2022
20673	BEST, JIMMY RAY	03		F-001	2023	10004194		\$ 277.56	\$ 7.76	\$ 19.41	\$ 30.47	\$ 110.00		\$ 445.20	DID NOT PURCHASE SWMH
20674	BLIZZARD, DAVID D. & WF SHELLEY	07			2023	0647110		\$ 2.77	\$ 0.08		\$ 0.29			\$ 3.14	SOLD BOAT IN 2022
20675	BONEY, JEFFREY	10			2023	0711905						\$ 110.00		\$ 110.00	DWMH GONE
20676	BRASWELL, JACOB	09		F-009	2023	0967088		\$ 26.95	\$ 0.75	\$ 3.39	\$ 3.11			\$ 34.20	MY TRAILER VALUE REDUCED PER PURCHASE PRICE
20677	BRIGHT, CAROLYN BERNETTE	01		F-007	2023	0997925		\$ 231.37	\$ 6.47	\$ 22.65	\$ 26.05			\$ 286.54	SWMH COMBINED WITH REAL PROPERTY 01-1157-15
20678	BROCK, CECIL & WF PATTY BROCK	02			2023	010002769		\$ 321.75	\$ 9.00					\$ 330.75	SHOULD HAVE RECEIVED EXEMPTION
20679	BROCK, JENNIFER MOORE	03		F-001	2023	10003729		\$ 21.45	\$ 0.60	\$ 1.50	\$ 2.36			\$ 25.91	MOPED DOUBLE LISTED
20680	BROWN, GEORGE ALLEN, & WF SUSAN	09		F-009	2023	1203129		\$ 2.91	\$ 0.08	\$ 0.37	\$ 0.34			\$ 3.70	DOES NOT OWN BOAT
20681	BROWN, JERREL W. & WF PATRICIA	09		F-009	2023	10004218		\$ 58.74	\$ 1.64	\$ 7.39				\$ 67.77	VALUE OF BOAT REDUCED PER BILL OF SALE
20682	BROWNS FARMS LLC	13			2023	000000413					\$ 963.23			\$ 963.23	LISTING WAS ON TIME
20683	CAVENAUGH, ANDREW & WIFE	12		F-022	2023	010005133						\$ 10,890.00	\$ 10,890.00	BILLED 100 SOLID WASTE FEES IN ERROR	
20684	CAVENAUGH, SETH ETAL	09			2023	1796302						\$ 110.00		\$ 110.00	HOUSE VACANT FOR SEVERAL YEARS
20685	CAVENAUGH, STEPHEN GARLAND	10		F-018	2023	10003433		\$ 75.07	\$ 2.10	\$ 7.35				\$ 84.52	BOAT VALUE ADJUSTED
20686	CAVENAUGH, WILLIAM R. & WIFE	12		F-022	2023	010004459						\$ 10,890.00	\$ 10,890.00	BILLED TOO MANY SOLID WASTE FEES	
20687	CECIL, ROBERT CHARLES	13			2023	1783375		\$ 102.92	\$ 2.87					\$ 105.79	VALUE OF BOATS ADJUSTED
20688	CHASTEN, LEROY & EVETTE LOUISE	13		F-021	2023	1811528		\$ 321.75	\$ 9.00	\$ 31.50				\$ 362.25	SHOULD HAVE RECEIVED EXEMPTION
20689	CHERRY, ROMMIE RAY	11		F-017	2023	1832665		\$ 34.97	\$ 0.98	\$ 3.42				\$ 39.37	REDUCED BOAT VALUE
20690	COLE, JAMES RAY	07		F-004	2023	1890820		\$ 120.38	\$ 3.37	\$ 7.71				\$ 131.46	SOLD BOAT & MYT TRAILER IN 2022
20691	COBLEY, DRUS LYNN & MARGARET LANE SLOAN	09		F-005	2023	010000724		\$ 5.01	\$ 0.14	\$ 0.35				\$ 5.50	ENTIRE PROPERTY IS A CEMETARY
20692	CRYSTALS HAIR SALON	07			2023	2097250		\$ 8.35	\$ 0.23		\$ 0.86			\$ 9.44	BUSINESS CLOSED IN 2014
20693	CRYSTALS HAIR SALON	07			2022	2097250		\$ 8.35	\$ 0.23		\$ 0.86			\$ 9.44	BUSINESS CLOSED IN 2014
20694	CRYSTALS HAIR SALON	07			2021	2097250		\$ 8.35	\$ 0.23		\$ 1.37			\$ 9.95	BUSINESS CLOSED IN 2014 & PENALTY PAID FOR WRONG
20695	CRYSTALS HAIR SALON	07			2020	2097250		\$ 8.35	\$ 0.23		\$ 0.86			\$ 9.44	BUSINESS CLOSED IN 2014
20696	CRYSTALS HAIR SALON	07			2019	2097250		\$ 8.35			\$ 0.86			\$ 9.44	BUSINESS CLOSED IN 2014
20697	CRYSTALS HAIR SALON	07			2018	2097250		\$ 8.35			\$ 0.86			\$ 9.44	BUSINESS CLOSED IN 2014
20698	CRYSTALS HAIR SALON	07			2017	2097250		\$ 8.35			\$ 0.84			\$ 9.19	BUSINESS CLOSED IN 2014
20699	CRYSTALS HAIR SALON	07			2016	2097250		\$ 8.12			\$ 0.81			\$ 8.93	BUSINESS CLOSED IN 2014
20700	CRYSTALS HAIR SALON	07			2015	2097250		\$ 8.53			\$ 0.85			\$ 9.38	BUSINESS CLOSED IN 2014
20701	DAVIS, MARK STUART	12		F-022	2023	2215453		\$ 14.30	\$ 0.40	\$ 1.47				\$ 16.17	SWMH WAS TORN DOWN
20702	DAVIS, MARK STUART	12		F-022	2023	2215453						\$ 110.00		\$ 110.00	SWMH VACANT
20703	MCQUEEN, DANIEL JEROME & ANNIE RUTH	09			2023	5762447		\$ 321.75	\$ 9.00					\$ 330.75	SHOULD HAVE RECEIVED EXEMPTION
20704	MOBLEY, MOREMA JONAS PERES	06		F-003	2023	010004898		\$ 18.59	\$ 0.52	\$ 1.43				\$ 20.54	BILLED FOR INCORRECT VALUE
20705	MORALES, EDUARDO	06		F-003	2023	010004898		\$ 214.50	\$ 6.00	\$ 16.50	\$ 23.70			\$ 260.70	MYT TRAILER LISTED IN LENOX COUNTY
20706	MORALES, EDUARDO	06			2023	010004898		\$ 391.89	\$ 10.96	\$ 30.15	\$ 43.30			\$ 476.30	SOLD 2 MYT TRAILERS
20707	NETHERCUTT, PAULINE B. & HUS EUGENE	13		F-021	2022	6344562		\$ 607.75	\$ 17.00	\$ 59.50				\$ 684.25	DWMH DOUBLE LISTED
20708	NETHERCUTT, PAULINE B. & HUS EUGENE	13		F-021	2023	6344562		\$ 607.75	\$ 17.00	\$ 59.50				\$ 684.25	DWMH DOUBLE LISTED
20709	NOBLE, JOHN LEWIS & WF ANNIE L. GRADY	05		F-006	2023	6428130		\$ 321.75	\$ 9.00	\$ 33.75				\$ 364.50	SHOULD HAVE RECEIVED EXEMPTION
20710	NORTHLAND CAPITAL	13		F-021	2023	000001095		\$ 162.98	\$ 4.56	\$ 15.96				\$ 183.50	EQUIPMENT DISPOSED
20711	NORRIS, ARNOLD W. LE	11			2023	6438555		\$ 187.69	\$ 5.25					\$ 192.94	SHOULD HAVE RECEIVED EXEMPTION
20712	OATES, MICHAEL MARTIN	02			2023	18001837		\$ 4.96	\$ 0.14		\$ 0.51			\$ 5.61	OWNER OF BOAT DECEASED-NOT IN BOAT BOOK

LL 8-25-23
CW 8-25-23

20713	OATES, MICHAEL MARTIN	02			2022	10001837	\$	4.96	\$	0.14		\$	0.51	\$	5.61	OWNER OF BOAT DECEASED-NOT IN BOAT BOOK
20714	OATES, MICHAEL MARTIN	02			2021	10001837	\$	4.96	\$	0.14		\$	0.51	\$	5.61	OWNER OF BOAT DECEASED-NOT IN BOAT BOOK
20715	DAR FARMS LLC	09		F-011	2023	2107310	\$	3,267.55	\$	91.40	\$	319.90				
20716	DAR FARMS LLC	09		F-011	2022	2107310	\$	3,267.55	\$	91.40	\$	319.90				
20717	DAR FARMS LLC	09		F-011	2021	2107310	\$	2,970.83	\$	83.10	\$	290.85				
20718	DAR FARMS LLC	09		F-011	2020	2107310	\$	2,970.83	\$	83.10	\$	290.85				
20719	DAR FARMS LLC	09		F-011	2019	2107310	\$	2,970.83	\$	83.10						
20720	DAR FARMS LLC	09		F-011	2018	2107310	\$	2,970.83								
20721	DAR FARMS LLC	09		F-011	2018	2107310	\$	3,654.39								
20722	DAR FARMS LLC	09		F-011	2019	2107310	\$	3,654.39	\$	102.22						
20723	DAR FARMS LLC	09		F-011	2020	2107310	\$	3,787.38	\$	105.94	\$	370.79				
20724	DAR FARMS LLC	09		F-011	2021	2107310	\$	4,039.77	\$	113.00	\$	395.50				
20725	DAR FARMS LLC	09		F-011	2022	2107310	\$	4,039.77	\$	113.00	\$	395.50				
20726	DAR FARMS LLC	09		F-011	2023	2107310	\$	4,039.77	\$	113.00	\$	395.50				
20727	ORTIZ, DEBBIE J.	04		F-002	2023	6496914	\$	178.75	\$	5.00	\$	16.25				
20728	OSTHEIM, MARK & PHILLIS SUZ QUINN OSTHEIM	03		F-001	2023	6487950	\$	321.75	\$	9.00	\$	22.50				
20729	PARKER, TRAVIS W. & WF RETHA PARKER	06		F-024	2023	6637689	\$	24.64	\$	0.69						
20730	PICKETT, MAGGIE WEIS	07		F-014	2023	00002219	\$	2.15	\$	0.06	\$	0.15	\$	0.24		
20731	RAYMOND LEASING CORP	01			2023	7195611						\$	316.20			
20732	RAYNOR, JIMMY DOUGLAS & WIFE	08			2023	10006005	\$	759.33	\$	21.24						
20733	ROGERS, EVAN	09		F-009	2023	7459416	\$	125.41	\$	0.35	\$	1.58	\$	12.73		
20734	ROSE, TRACY JUNIOR	13		F-021	2023	7495074	\$	6.32	\$	0.18	\$	0.62	\$	0.71		
20735	ROYAL, PATRICIA A. KELLY	02		F-007	2023	7545448	\$	178.75	\$	5.00	\$	17.50				
20736	SHOLAR, JASON C. & WF TAMMY G. SHOLAR	09		F-009	2023	010001631	\$	140.14	\$	3.92	\$	17.64				
20737	SHOLAR, JASON C. & WF TAMMY G. SHOLAR	09		F-009	2022	010001631	\$	140.14	\$	3.92	\$	17.64				
20738	SINGLETARY, JOHN FUSSELL	11			2023	010000679	\$	263.22	\$	10.16						
20739	SQUINKIE LOGGING CO.	04		F-002	2023	8161630	\$	232.38	\$	6.50	\$	21.13				
20740	SMITH, AMY KAREN NORRIS	12			2023	7886253	\$	10.23	\$	0.29			\$	1.05		
20741	SMITH, AUDREY WILLIAM	10		F-018	2023	7890600	\$	32.85	\$	0.92	\$	3.22				
20742	SMITH, JEANNETTE ODESSA	07		F-010	2023	10004040	\$	14.30	\$	0.40	\$	1.40				
20743	STOKES, MELVIN D. LE & DEBRA G. STOKES LE	09		F-013	2023	1000996	\$	226.66	\$	6.34	\$	22.19		\$	110.00	
20744	STREUFERT, JESSICA S.	09		F-009	2023	1000987	\$	856.93	\$	23.97	\$	107.87		\$	220.00	
20745	SUMMERS REALTY OF FAYETTEVILLE, NC LLC	01		F-007	2023	8138129	\$	3,193.91	\$	89.34	\$	312.69				
20746	TAYLOR, CLIFFON	06			2023	8518139						\$	110.00	\$	110.00	
20747	TAYLOR, CLIFFON	06			2022	8518139						\$	110.00	\$	110.00	
20748	THORPEN, THERESA & JUS STEPHEN S. THORPEN	07		F-016	2023	8664610	\$	131.86	\$	3.69	\$	12.91				
20749	MOORE, JOSHUA F.	09			2023	1000996						\$	110.00	\$	110.00	
20750	MURFIN, FAYE HALL	06			2023	5844542						\$	31.05	\$	31.05	
20751	PEREZ, VIRGILIO VELAZO & LIANA LOPEZ ROBLERO	01		F-007	2023	6732389	\$	265.98	\$	7.44	\$	26.04				
20752	FLUCKER, GERALDINE W.	06			2023	8797861						\$	110.00	\$	110.00	
20753	TYNDALL, MILTON & EVELYN TYNDALL	07			2023	8886015						\$	110.00	\$	110.00	
20754	UNDERWOOD, LAWRENCE & WF PATRICIA	09		F-011	2023	8904087	\$	321.75	\$	9.00	\$	31.50				
20755	WALKER, APRIL R.	09		F-011	2023	8991764	\$	12.73	\$	0.36	\$	1.25				
20756	WATERS, MILFORD HOWELL	04			2023	9126600						\$	110.00	\$	110.00	
20757	WHALEY, HERBERT E.	13			2023	9336321	\$	42.76	\$	1.20			\$	4.40		
20758	WILLIAMS, JEREMY & WF HOLLY S. WILLIAMS	09			2023	010004102						\$	110.00	\$	110.00	
20759	MONTES, ABRAHAM REYES	12			2023	010001235						\$	110.00	\$	110.00	
20760	MOORE, WILLIE E.	12			2023	6167435						\$	110.00	\$	110.00	
20761	KORNEGAY, RACHEL L.	12			2023	5087593	\$	294.22	\$	8.23						
20762	PITTMAN, RETHA MAE	11			2023	6923072	\$	161.59	\$	4.52						
20763	THORNTON, WILLIAM GLENN JR.	09		F-010	2023	8757988	\$	14.30	\$	0.40	\$	1.40	\$	1.61	\$	110.00

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20764	THORNTON, WILLIAM GLENN JR	09		F-010	2022	8757988	\$	14.30	\$	0.40	\$	1.40	\$	1.61	\$	110.00	\$	127.71	DOES NOT OWN SWMH
20765	THORNTON, WILLIAM GLENN JR	09		F-010	2021	8757988	\$	14.30	\$	0.40	\$	1.40	\$	1.61	\$	90.00	\$	107.71	DOES NOT OWN SWMH
20766	THORNTON, WILLIAM GLENN JR	09		F-010	2020	8757988	\$	14.30	\$	0.40	\$	1.40	\$	1.61	\$	90.00	\$	107.71	DOES NOT OWN SWMH
20767	THORNTON, WILLIAM GLENN JR	09			2019	8757988	\$	14.30	\$	0.40			\$	1.47	\$	90.00	\$	106.17	DOES NOT OWN SWMH
20768	THORNTON, WILLIAM GLENN JR	09			2018	8757988	\$	14.30					\$	1.47	\$	90.00	\$	106.17	DOES NOT OWN SWMH
20769	THORNTON, WILLIAM GLENN JR	09			2017	8757988	\$	14.30					\$	1.39	\$	90.00	\$	105.29	DOES NOT OWN SWMH
20770	THORNTON, WILLIAM GLENN JR	09			2016	8757988	\$	14.60					\$	1.46	\$	90.00	\$	106.06	DOES NOT OWN SWMH
20771	THORNTON, WILLIAM GLENN JR	09			2015	8757988	\$	14.60					\$	1.46	\$	90.00	\$	106.06	DOES NOT OWN SWMH
20772	THORNTON, WILLIAM GLENN JR	09			2014	8757988	\$	14.60					\$	1.46	\$	90.00	\$	106.06	DOES NOT OWN SWMH
20773	BALL, MARTY	07		F-016	2023	0238260	\$	65.29	\$	1.83	\$	6.39				\$	73.51		SOLD 2 BOATS
20774	TEACHEY, JOSEPH EARL	07		F-003	2023	10005727	\$	35.75	\$	1.00	\$	2.75	\$	3.95			\$	43.45	DOES NOT OWN MYT TRAILER
20775	BROWN, PATRICIA FAYE	08			2023	1277006										\$	110.00		HOUSE IS UNLIVABLE
20776	BENTON, BARBARA	09			2023	0475258	\$	321.75	\$	9.00							\$	330.75	SHOULD HAVE RECEIVED EXEMPTION
20777	NEWKIRK, KENNETH	12		F-022	2023	6383564										\$	110.00		DWELLING VACANT SINCE 2021
20778	DIXON, EDNA C	02		F-015	2023	2307675	\$	258.47	\$	7.23	\$	18.08					\$	283.78	SHOULD HAVE RECEIVED EXEMPTION
20779	DIXON, JOHN ALVIN & WY DORRIS GAIL B. DIXON	11			2023	2324400	\$	321.75	\$	9.00							\$	330.75	SHOULD HAVE RECEIVED EXEMPTION
20780	DIXON, TIMOTHY LYNN	10		F-011	2023	2344806	\$	33.49	\$	0.93	\$	3.27	\$	3.76			\$	41.45	ADJUSTED BOAT VALUE
20781	DUNN, KEMPIE ETAL	13			2023	2432057										\$	110.00		PROPERTY IN TOWN & NO DWELLING
20782	DUNN, KEMPIE ETAL	13			2022	2432057										\$	110.00		PROPERTY IN TOWN & NO DWELLING
20783	DUNN, KEMPIE ETAL	13			2021	2432057										\$	90.00		PROPERTY IN TOWN & NO DWELLING
20784	DUNN, KEMPIE ETAL	13			2020	2432057										\$	90.00		PROPERTY IN TOWN & NO DWELLING
20785	DUNN, KEMPIE ETAL	13			2019	2432057										\$	90.00		PROPERTY IN TOWN & NO DWELLING
20786	DUPLIN FAMILY ESTATES LLC	06			2023	2447862	\$	3,433.21	\$	96.03							\$	3,529.24	PROPERTY IS EXEMPT SHOULDNT HAVE BEEN BILLED
20787	DUPLIN FAMILY ESTATES LLC	06			2023	2447862	\$	160.88	\$	4.50							\$	165.38	PROPERTY IS EXEMPT SHOULDNT HAVE BEEN BILLED
20788	DUPLIN GENERAL HOSPITAL INC	09			2023	2447976	\$	2,585.93	\$	72.33							\$	2,658.26	PROPERTY IS EXEMPT SHOULDNT HAVE BEEN BILLED
20789	DURHAM, WILLIE E JR ETAL	01		F-007	2023	2453980	\$	290.29	\$	8.12	\$	28.42					\$	326.83	PROPERTY SHOULD HAVE BEEN TRANSFERRED
20790	EASLY, TOBY	13		F-021	2023	10005975	\$	164.45	\$	4.60	\$	16.10	\$	18.52			\$	203.67	AIRPLANE DOUBLE BILLED
20791	BYRD, DARRELL	03		F-015	2023	1426640	\$	114.85	\$	3.21	\$	8.03					\$	126.09	ADJUSTED BOAT VALUE
20792	GPM INVESTMENTS DBA HANDY MART #3	02			2023	10001938	\$	787.56	\$	22.03				\$	80.96		\$	890.55	DOUBLE LISTED
20793	GONZALEZ, ELIAS	01			2022	3190387	\$	45.39	\$	1.27				\$	4.67		\$	51.33	DOES NOT OWN MYT TRAILER
20794	GONZALEZ, ELIAS	01			2023	3190387	\$	45.39	\$	1.27				\$	4.67		\$	51.33	DOES NOT OWN MYT TRAILER
20795	GIDDONS, LEOPHAS & WT ANNETTE	09			2023	010004619										\$	110.00		VACANT LAND NO DWELLING
20796	GARRIS, SHARON	06		F-004	2023	3093787	\$	243.46	\$	6.81	\$	15.60					\$	265.87	SHOULD HAVE RECEIVED EXEMPTION
20797	FRIEND, DAVID T	08		F-005	2023	2957137	\$	15.89	\$	0.45	\$	1.11	\$	1.75			\$	19.20	SOLD 3 MYT TRAILERS
20798	FIELDS, AUSTIN EUGENE	07		F-004	2023	000000982	\$	5.58	\$	0.10	\$	0.23	\$	0.39			\$	4.30	MYT TRAILER DOUBLE LISTED
20799	FARM CREDIT LEASING SERVICES CORP	01		F-007	2023	10005380	\$	2,356.39	\$	71.31	\$	250.28					\$	2,478.18	DOUBLE LISTED
20800	FAIR, AARON JOSEPH & WF KARA IRENE	06		F-007	2023	010003102	\$	321.75	\$	9.00	\$	31.50					\$	362.25	SHOULD HAVE RECEIVED EXEMPTION
20801	EZZELL, CHRISTINE	12		F-022	2023	2612110	\$	224.87	\$	6.29							\$	231.16	SHOULD HAVE RECEIVED EXEMPTION
20802	EZZELL, CHRISTINE	12		F-022	2022	2612110	\$	224.87	\$	6.29							\$	231.16	SHOULD HAVE RECEIVED EXEMPTION
20803	EPPS, MARSHALL W	07		F-010	2023	2567854	\$	321.75	\$	9.00	\$	31.50					\$	362.25	SHOULD HAVE RECEIVED EXEMPTION
20804	EDWARDS, JOE ALLAN & BRENDA GAIL EDWARDS	01			2023	2507030	\$	3.22	\$	0.09				\$	0.33		\$	3.64	MYT TRAILER LISTED IN SAMPSON CO.
20805	EDWARDS, JAMES R	07			2023	2504829	\$	316.75	\$	8.86							\$	325.61	SHOULD HAVE RECEIVED EXEMPTION
20806	ART OF HOPE	09			2023	0146306								\$	8.43		\$	8.43	LISTING WAS ON TIME
20807	D J WILD WILL & JAMMIN JOYCE	01			2018	2107961	\$	11.83						\$	1.18		\$	13.01	OUT OF BUSINESS
20808	D J WILD WILL & JAMMIN JOYCE	01			2017	2107961	\$	11.50						\$	1.15		\$	12.65	OUT OF BUSINESS
20809	D J WILD WILL & JAMMIN JOYCE	01			2016	2107961	\$	12.08									\$	12.08	OUT OF BUSINESS
20810	D J WILD WILL & JAMMIN JOYCE	01			2019	2107961	\$	11.83	\$	0.33				\$	1.22		\$	13.38	OUT OF BUSINESS
20811	D J WILD WILL & JAMMIN JOYCE	01			2020	2107961	\$	11.83	\$	0.33				\$	1.22		\$	13.38	OUT OF BUSINESS
20812	D J WILD WILL & JAMMIN JOYCE	01			2021	2107961	\$	11.83	\$	0.33				\$	1.22		\$	13.38	OUT OF BUSINESS
20813	D J WILD WILL & JAMMIN JOYCE	01			2022	2107961	\$	11.83	\$	0.33				\$	1.22		\$	13.38	OUT OF BUSINESS
20814	D J WILD WILL & JAMMIN JOYCE	01			2023	2107961	\$	11.83	\$	0.33				\$	1.22		\$	13.38	OUT OF BUSINESS

20815	MORALES, EDUARDO	06		F-003	2023	6168964	\$	24.22	\$	0.68	\$	1.86				\$	26.76		MYT TRAILER LISTED IN WAYNE COUNTY								
20816	MAREADY, REX EDWARD	08			2023	010004163										\$	110.00		BILLED SW FEE IN ERROR								
20817	CODY, CHRISTA	07			2023	1881916	\$	14.30	\$	0.40						\$	1.47		\$	110.00	\$	126.17		SOLD SWMH IN 2022			
20818	HOUSE, JAMES D & WF MARTHA ANN	01			2023	4119543	\$	212.00	\$	5.93									\$	217.93				SHOULD HAVE RECEIVED EXEMPTION			
20819	WILLIAMS, QUINCY O	11			2023	9685638	\$	321.75	\$	9.00										\$	330.75				SHOULD HAVE RECEIVED EXEMPTION		
20820	BACHELOR, TIMMY B	08		F-014	2023	0336560	\$	6.22	\$	0.17	\$	0.44	\$	0.68						\$	7.51				MYT TRAILER LISTED IN WAYNE COUNTY		
20821	RODRIGUEZ, ANTHONY GARCIA	13			2023	10005917										\$	110.00			\$	110.00				SWMH UNLIVABLE		
20822	HOLLINGSWORTH, MAIDELINE S. LE	08		F-024	2023	4043000										\$	110.00			\$	110.00				SOLD HOME IN 2022		
20823	MOBLEY, DONALD G & BRENDA G. MOBLEY	13			2023	6041100										\$	110.00			\$	110.00				HOME VACANT SINCE 2021		
20824	NORTHERN LEASING SYSTEMS INC	13			2023	000001147	\$	1.29	\$	0.04				\$	0.13		\$	1.46			\$	1.46				NO ASSETS FOR 2023	
20825	NORTHERN LEASING SYSTEMS INC	13			2022	000001147	\$	1.29	\$	0.04				\$	0.13		\$	1.46			\$	1.46				NO ASSETS FOR 2022	
20826	NORTHERN LEASING SYSTEMS INC	13			2021	000001147	\$	1.29	\$	0.04				\$	0.13		\$	1.46			\$	1.46				NO ASSETS FOR 2021	
20827	NORTHERN LEASING SYSTEMS INC	13			2020	000001147	\$	1.29	\$	0.04										\$	1.33					NO ASSETS FOR 2020	
20828	NORTHERN LEASING SYSTEMS INC	01			2023	000001146	\$	5.68	\$	0.16				\$	0.60		\$	6.64			\$	6.64				NO ASSETS FOR 2023	
20829	NORTHERN LEASING SYSTEMS INC	01			2022	000001146	\$	5.68	\$	0.16				\$	0.60		\$	6.64			\$	6.64				NO ASSETS FOR 2022	
20830	NORTHERN LEASING SYSTEMS INC	01			2021	000001146	\$	5.68	\$	0.16				\$	0.60		\$	6.64			\$	6.64				NO ASSETS FOR 2021	
20831	NORTHERN LEASING SYSTEMS INC	01		F-007	2020	000001146	\$	5.87	\$	0.16	\$	0.57								\$	6.60					NO ASSETS FOR 2020	
20832	YOUNG, CAROL B	12			2021	9891422	\$	32.18	\$	0.96										\$	33.68					PROPERTY TRANSFERRED IN ERROR	
20833	YOUNG, CAROL B	12			2022	9891422	\$	32.18	\$	0.96										\$	33.08					PROPERTY TRANSFERRED IN ERROR	
20834	YOUNG, CAROL B	12			2023	9891422	\$	32.18	\$	0.96										\$	33.08					PROPERTY TRANSFERRED IN ERROR	
20835	RIOS, JUAN CARLOS	02		F-015	2023	7332177	\$	2.37	\$	0.07	\$	0.17	\$	0.26						\$	2.87					DOUBLE LISTED	
20836	HOUSTON, CARLTON RAY	07		F-016	2023	4125596	\$	271.70	\$	7.60	\$	26.60								\$	305.90					SHOULD HAVE RECEIVED EXEMPTION	
20837	HUGHES NETWORK SYSTEMS	12			2023	000000960										\$	4.21			\$	4.21					LISTING WAS ON TIME	
20838	GREAT AMERICAN FINANCIAL SERVICES CORP	05		F-006	2023	000000562	\$	1.37	\$	0.04	\$	0.14	\$	0.16						\$	1.71					NO ASSETS FOR 2023	
20839	HALL, SOLAR NCEMC, LLC	09		F-013	2023	10003106	\$	8,077.62	\$	225.95	\$	790.82	\$	909.44						\$	10,003.83					NEW OWNER FOR 2023	
20840	GPM SOUTHEAST LLC	09			2023	3210840														\$	370.68					BP HAD EXTENSION	
20841	GPM SOUTHEAST LLC	11			2023	000000458														\$	447.63					BP HAD EXTENSION	
20842	GPM SOUTHEAST LLC	02			2023	10004097														\$	147.33					BP HAD EXTENSION	
20843	WHALEY, CAROL J	03		F-002	2023	9382608	\$	178.75	\$	5.00	\$	16.25								\$	200.00					SHOULD HAVE RECEIVED EXEMPTION	
20844	MCGEE, CHRISTOPHER KEVIN & LISA KAYE	06			2023	5678801														\$	110.00					HOUSE VACANT	
20845	MCCLOUD, VEROLYN B	07		F-016	2023	10005400	\$	148.00	\$	4.14	\$	14.49								\$	166.63					SHOULD HAVE RECEIVED EXEMPTION	
20846	MARLIN LEASING	04		F-002	2023	5516332	\$	5.91	\$	0.17	\$	0.54								\$	6.62					EQUIPMENT DISPOSED	
20847	M & B CONSTRUCTION INC	03		F-001	2023	5429480	\$	59.95	\$	1.68	\$	4.19								\$	65.82					BUSINESS CLOSED	
20848	LOVELESS, JOHNNY RAY JR.	01		F-007	2023	10004324	\$	8.94	\$	0.25	\$	0.88	\$	1.01						\$	11.08					TAGS TURNED IN 2020	
20849	LEE, LEWIS WADE & WF LISA C. LEE	05			2023	5311387										\$	110.00			\$	110.00					HOUSE VACANT OVER 6 YEARS	
20850	LEE, JUDI MARTIN	05		F-006	2023	010002805	\$	99.39	\$	2.78	\$	16.43								\$	112.60					ROAD EASMENT SHOULD BE EXEMPT	
20851	MCKENZIE, JAMES W. JR. & VERSTINE B.	09		F-018	2023	5716917	\$	356.79	\$	9.98	\$	34.93								\$	401.70					SWMH REPLACED BY DWMH	
20852	LEE, LEWIS WADE	05		F-006	2023	5311022	\$	1,462.02	\$	40.90	\$	153.36								\$	1,656.28					POULTRY HOUSE TORN DOWN IN PRODUCTION	
20853	KPI, LLC	12			2015	4751412										\$	1,000.00			\$	1,000.00					SW FEE WAS NOT INCLUDED IN PRIOR RELEASE 8-7-23	
20854	KPI, LLC	12			2016	4751412										\$	1,000.00			\$	1,000.00					SW FEE WAS NOT INCLUDED IN PRIOR RELEASE 8-7-23	
20855	KING, RONALD & WF RUBY J. KING	11			2023	4995501	\$	178.75	\$	5.00										\$	183.75					SHOULD HAVE RECEIVED EXEMPTION	
20856	KELLY, CLEVELAND	08		F-010	2023	4786209	\$	321.75	\$	9.00	\$	31.50								\$	362.25						SHOULD HAVE RECEIVED EXEMPTION
20857	JONES, AMOS HUR	07		F-004	2023	010000533	\$	429.36	\$	12.01	\$	27.50								\$	466.87						SHOULD HAVE RECEIVED EXEMPTION
20858	JONES, JACKIE SUE, LE	06		F-004	2023	01001638	\$	178.75	\$	5.00										\$	195.20						SHOULD HAVE RECEIVED EXEMPTION
20859	HOUSTON, JACKIE LEVON	07		F-020	2023	1441580	\$	233.09	\$	5.52										\$	239.61						SHOULD HAVE RECEIVED EXEMPTION
20860	HILLIARD, DANIEL F.	02			2023	010002864	\$	185.19	\$	5.18										\$	190.37						SHOULD HAVE RECEIVED EXEMPTION
20861	HEYWARD, EDWARD S. II & WF JENNIFER	06		F-004	2023	3885784	\$	321.75	\$	9.00	\$	20.61								\$	351.36						SHOULD HAVE RECEIVED EXEMPTION
20862	HEDDINGS, PEGGY HAYES	07		F-010	2023	3740826	\$	10.73	\$	0.30	\$	1.95	\$	1.21						\$	13.29						SOLD MYT TRAILER IN 2022
20863	HATCHER, CARLTON RYAN	08			2023	3649600										\$	46.09			\$	46.09					BP LISTING WAS NOT LATE	
20864	HAND, MARILY MAYE	09			2023	3535526	\$	221.29	\$	6.19										\$	227.48						SHOULD HAVE RECEIVED EXEMPTION
20865	HANCHEY, DEBORAH J	01			2021	3522653										\$	110.00			\$	110.00					SOLD DWMH IN 2021	

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20866	CHRISTOPHER HALSO DBA HALSO AUTO SALES	07		2023	3507945	\$	1.78	\$	0.05		\$	0.18		\$	2.01	BUSINESS CLOSED OCTOBER 2021	
20867	CHRISTOPHER HALSO DBA HALSO AUTO SALES	07		2022	3507945	\$	1.78	\$	0.05		\$	0.18		\$	2.01	BUSINESS CLOSED OCTOBER 2021	
20868	HALL, JIMMY W SR	03	F-001	2023	3466116	\$	61.71	\$	1.73	\$	4.32						
20869	GRAVES, HUNTER V. & WF SHELBY GRAVES	02		2022	010000940	\$	9.63	\$	0.27		\$	0.99		\$	10.89	ADJUSTED VALUE OF BOAT	
20870	GRAVES, HUNTER V. & WF SHELBY GRAVES	02		2023	010000940	\$	9.63	\$	0.27		\$	0.99		\$	10.89	SOLD BOAT IN 2021	
20871	GRANT, DEBORAH LYNN	01		2023	3309531								\$	31.05	\$	31.05	DID NOT RECEIVE PRIVATE HAULER RATE
20872	TEACHEY, LOU GRAY	05	F-006	2023	8616150	\$	354.00	\$	9.90	\$	37.13				\$	401.03	SHOULD HAVE RECEIVED EXEMPTION
20873	U. S. BANK NATIONAL ASSOCIATION	09		2023	006000285	\$	565.04	\$	15.80						\$	580.84	ERRORS IN BILLING
20874	THIGPEN, GILDA MILLER & HUSBAND	07	F-004	2023	8662944	\$	340.34	\$	9.52	\$	21.80				\$	371.66	PARCEL IN LAND USE-WAS BILLED MKT VALUE
20875	897 PENNY BRANCH RD LLC	01	F-007	2023	010003356							\$	2,200.00	\$	2,200.00	SW FEES BILLED IN ERROR	
20876	897 PENNY BRANCH RD LLC	01	F-007	2022	010003356							\$	2,200.00	\$	2,200.00	SW FEES BILLED IN ERROR	
20877	PADRICK, RICHARD	08		2023	100035913	\$	57.20	\$	1.60					\$	58.80	BILLED & PAID PRIOR TO REGULAR BILLING	
20878	NORRIS FARMS OF DUPLIN LLC	10	F-008	2023	010001988	\$	738.60	\$	20.66	\$	103.30			\$	862.56	LOST SWINE CONTRACT FEB. 2021	
20879	NORRIS FARMS OF DUPLIN LLC	10	F-008	2022	010001988	\$	738.60	\$	20.66	\$	103.30			\$	862.56	LOST SWINE CONTRACT FEB. 2021	
20880	NASH JOHNSON & SONS FARMS	12	F-022	2023	6331862							\$	2,090.00	\$	2,090.00	BILLED 19 SW FEES IN ERROR	
20881	MILLER, JONATHAN KEITH	05	F-006	2023	8942435	\$	683.69	\$	19.18	\$	71.93			\$	776.80	BILLED INCORRECT VALUE	
20882	MCCULLOUGH, JACQUALINE & MALACHI MCCULLOUGH	09	F-013	2023	8668200	\$	5.72	\$	0.16	\$	0.56			\$	6.44	REMOVED OLD HOUSE	
20883	M & M PROPERTIES 28365 LLC	01		2023	1000697	\$	180.18	\$	5.04					\$	185.22	PROPERTY IS VACANT	
20884	LAMBERT, AMBER	07	F-004	2023	5113217	\$	14.30	\$	0.40	\$	0.92	\$	1.56	\$	110.00	NEVER OWNED SWMH	
20885	LAMBERT, AMBER	07	F-004	2022	5113217	\$	14.30	\$	0.40	\$	0.92	\$	1.56	\$	110.00	NEVER OWNED SWMH	
20886	LAMBERT, AMBER	07	F-004	2019	5113217	\$	14.30	\$	0.40	\$	0.92	\$	1.56	\$	90.00	NEVER OWNED SWMH	
20887	LAMBERT, AMBER	07	F-004	2020	5113217	\$	14.30	\$	0.40	\$	0.92	\$	1.56	\$	90.00	NEVER OWNED SWMH	
20888	LAMBERT, AMBER	07	F-004	2021	5113217	\$	14.30	\$	0.40	\$	0.92	\$	1.56	\$	90.00	NEVER OWNED SWMH	
20889	LAMBERT, SAMUEL	07	F-004	2019	515532	\$	14.30	\$	0.40	\$	0.92	\$	1.56	\$	90.00	DOES NOT OWN SWMH	
20890	LAMBERT, SAMUEL	07	F-004	2020	515532	\$	14.30	\$	0.40	\$	0.92	\$	1.56	\$	90.00	DOES NOT OWN SWMH	
20891	LAMBERT, SAMUEL	07	F-004	2021	515532	\$	14.30	\$	0.40	\$	0.92	\$	1.56	\$	90.00	DOES NOT OWN SWMH	
20892	LAMBERT, SAMUEL	07	F-004	2022	515532	\$	14.30	\$	0.40	\$	0.92	\$	1.56	\$	110.00	DOES NOT OWN SWMH	
20893	LAMBERT, SAMUEL	07	F-004	2023	515532	\$	14.30	\$	0.40	\$	0.92	\$	1.56	\$	110.00	DOES NOT OWN SWMH	
20894	LEE, GERALD RONALD SR	01	F-007	2023	5303301							\$	10,890.00	\$	10,890.00	BILLED TOO MANY SOLID WASTE FEES	
20895	LEE, GERALD RONALD SR	01	F-007	2023	5303301	\$	115.12	\$	3.22	\$	11.27			\$	129.61	HOUSE ON WRONG PARCEL	
20896	HAYES, ROBERT HRS	09	F-009	2023	3708622	\$	403.81	\$	11.30	\$	50.83			\$	465.94	NOT A MH PARK	
20897	HAYES, ROBERT HRS	09	F-009	2022	3708622	\$	403.81	\$	11.30	\$	50.83			\$	465.94	NOT A MH PARK	
20898	PETERSON, JANICE	09		2023	6747309	\$	321.75	\$	9.00					\$	330.75	SHOULD HAVE RECEIVED EXEMPTION	
20899	ROSE HILL FIREMAN INC	11		2023	010002211	\$	357.50	\$	10.00					\$	367.50	PROPERTY IS EXEMPT	
20900	JACKSON, KATHERINE PRICE	02	F-012	2023	4319827	\$	70.07	\$	1.96	\$	6.37			\$	78.40	LAND USE REMOVED IN ERROR	
20901	JACKSON, KATHERINE PRICE	02	F-012	2022	4319827	\$	70.07	\$	1.96	\$	6.37			\$	78.40	LAND USE REMOVED IN ERROR	
20902	SANDLEN, JOY KENNEDY	06	F-016	2023	7620309	\$	458.26	\$	12.82	\$	44.87	\$	51.60	\$	567.55	SOLD BOAT IN 2022	
20903	ALVARADO, AURELIANO MORAN & WF GLADYS	13	F-022	2023	010001073	\$	582.75	\$	16.30			\$	110.00	\$	709.03	(DWM) & OUT BUILDINGS BILLED TO WRONG PARCEL	
20904	SHOLAR, JAMIE F. & WIFE	08		2023	7787451	\$	709.28	\$	19.84					\$	729.12	(ONLY) CELL TOWER ON PROPERTY-BILLED FOR 2	
20905	SOUTHERN PRODUCE DISTRIBUTORS INC	02		2023	10001991	\$	27.53	\$	0.77			\$	2.83	\$	31.13	SOLD MYT TRAILER IN 2022	
20906	UNIQUE FAVOR, LLC	01		2023	8906872	\$	2.90	\$	0.08			\$	0.30	\$	3.28	OUT OF BUSINESS	
20907	UNIQUE FAVOR, LLC	01		2022	8906872	\$	2.90	\$	0.08			\$	0.30	\$	3.28	OUT OF BUSINESS	
20908	UNIQUE FAVOR, LLC	01		2021	8906872	\$	2.90	\$	0.08			\$	0.30	\$	3.28	OUT OF BUSINESS	
20909	UNIQUE FAVOR, LLC	01		2020	8906872	\$	2.90	\$	0.08			\$	0.30	\$	3.28	OUT OF BUSINESS	
20910	UNIQUE FAVOR, LLC	01		2019	8906872	\$	2.90	\$	0.08			\$	0.30	\$	3.28	OUT OF BUSINESS	
20911	UNIQUE FAVOR, LLC	01		2018	8906872	\$	2.90				\$	0.29	\$	3.19	OUT OF BUSINESS		
20912	UNIQUE FAVOR, LLC	01		2017	8906872	\$	2.81				\$	0.28	\$	3.09	OUT OF BUSINESS		
20913	UNIQUE FAVOR, LLC	01		2016	8906872	\$	2.96				\$	0.30	\$	3.26	OUT OF BUSINESS		
20914	UNIQUE FAVOR, LLC	01		2015	8906872	\$	2.96				\$	0.30	\$	3.26	OUT OF BUSINESS		
20915	UNIQUE FAVOR, LLC	01		2014	8906872	\$	2.96				\$	0.30	\$	3.26	OUT OF BUSINESS		
20916	UNIQUE FAVOR, LLC	01		2013	8906872	\$	2.92				\$	0.30	\$	2.92	OUT OF BUSINESS		

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20917	HABITAT FOR HUMANITY OF DUPLIN COUNTY INC	07		2020	2417869	\$	28.56	\$	0.80		\$	2.94		\$	32.30	SOLD MYT TRAILER	
20918	HABITAT FOR HUMANITY OF DUPLIN COUNTY INC	07		2021	2417869	\$	28.56	\$	0.80		\$	2.94		\$	32.30	SOLD MYT TRAILER	
20919	HABITAT FOR HUMANITY OF DUPLIN COUNTY INC	07		2022	2417869	\$	28.56	\$	0.80		\$	2.94		\$	32.30	SOLD MYT TRAILER	
20920	HABITAT FOR HUMANITY OF DUPLIN COUNTY INC	07		2023	2417869	\$	28.56	\$	0.80		\$	2.94		\$	32.30	SOLD MYT TRAILER	
20921	CESTERNINO, JAMES A.	09	F-018	2023	1001474	\$	739.31	\$	20.68	\$	65.14			\$	825.13	HOUSE BILLED ON WRONG PARCEL	
														\$			
GRAND TOTAL						\$	90,526.14	\$	2,339.28	\$	5,013.56	\$	3,661.13	\$	57,760.00	\$	160,200.11
SUBMITTED BY: 						FINAL APPROVAL BY: 						DATE APPROVED: 9/5/2023					

0407

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CW 8-17-23

DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE SEPTEMBER 5, 2023

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
20510	DUKE ENERGY PROGRESS INC	01			2023	010000151	\$ 178.75	\$ 5.00					\$ 183.75	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20511	CAROLINA TELEPHONE	01			2023	1549445	\$ 866.22	\$ 24.23					\$ 890.45	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20512	CAROLINA TELEPHONE	01		F-007	2023	1549451	\$ 111.54	\$ 3.12		\$ 10.92			\$ 125.58	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20513	CAROLINA TELEPHONE	01		F-007	2023	1549450	\$ 67.21	\$ 1.88		\$ 6.58			\$ 75.67	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20514	DUKE ENERGY PROGRESS INC	01		F-007	2023	2418047	\$ 190.63	\$ 5.50		\$ 19.25			\$ 221.38	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20515	CAROLINA TELEPHONE	02			2023	1549442	\$ 302.52	\$ 8.46					\$ 310.98	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20516	TRI-COUNTY ELECTRIC	02		F-019	2023	8780214	\$ 71.50	\$ 2.00		\$ 7.00			\$ 80.50	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20517	TRI-COUNTY ELECTRIC	02			2023	8780219	\$ 125.84	\$ 3.52					\$ 129.36	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20518	DUKE ENERGY PROGRESS INC	02			2023	010000151	\$ 88.66	\$ 2.48					\$ 91.14	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20519	SOUTHERN BELL TELEPHONE	03		F-001	2023	8137855	\$ 8.58	\$ 0.24		\$ 0.60			\$ 9.42	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20520	TRI-COUNTY ELECTRIC	03		F-019	2023	8780213	\$ 113.69	\$ 3.18		\$ 11.13			\$ 128.00	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20521	TRI-COUNTY ELECTRIC	03		F-019	2023	8780212	\$ 89.38	\$ 2.50		\$ 8.75			\$ 100.63	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20522	TRI-COUNTY ELECTRIC	03		F-002	2023	8780212	\$ 265.98	\$ 7.44		\$ 24.18			\$ 297.60	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20523	CAROLINA POWER & LIGHT	04		F-006	2023	1548782	\$ 314.54	\$ 8.80		\$ 32.90			\$ 356.23	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20524	TRI-COUNTY ELECTRIC	05		F-006	2023	8780218	\$ 39.89	\$ 1.08		\$ 0.28			\$ 41.15	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20525	CAROLINA TELEPHONE	05		F-006	2023	1549450	\$ 53.63	\$ 1.50		\$ 5.63			\$ 60.76	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20526	TRI-COUNTY ELECTRIC	06		F-006	2023	8780217	\$ 3.58	\$ 0.10		\$ 0.28			\$ 4.26	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20527	TRI-COUNTY ELECTRIC	06		F-003	2023	8780216	\$ 16.45	\$ 0.46		\$ 1.27			\$ 18.18	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20528	TRI-COUNTY ELECTRIC	06		F-004	2023	8780215	\$ 281.71	\$ 7.88		\$ 18.05			\$ 307.64	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20529	CAROLINA TELEPHONE	06		F-003	2023	1549439	\$ 21.29	\$ 0.60		\$ 1.64			\$ 23.53	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20530	TRI-COUNTY ELECTRIC	06		F-004	2023	8780216	\$ 78.65	\$ 2.20		\$ 5.04			\$ 85.89	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20531	CAROLINA TELEPHONE	07			2023	1549444	\$ 499.61	\$ 13.98					\$ 513.59	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20532	CAROLINA TELEPHONE	07		F-003	2023	1549444	\$ 82.94	\$ 2.32		\$ 5.80			\$ 91.06	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20533	CAROLINA POWER & LIGHT	07		F-004	2023	1548782	\$ 54.34	\$ 1.52		\$ 3.48			\$ 59.34	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20534	FOUR COUNTY EMC	08		F-010	2023	2903550	\$ 37.90	\$ 1.06		\$ 3.71			\$ 42.67	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20535	CAROLINA TELEPHONE	08		F-010	2023	1549440	\$ 14.30	\$ 0.40		\$ 1.40			\$ 16.10	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20536	CAROLINA TELEPHONE	09		F-011	2023	1549440	\$ 1,081.62	\$ 30.26		\$ 105.89			\$ 1,217.77	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20537	DUKE ENERGY PROGRESS INC	09		F-017	2023	010000151	\$ 199.71	\$ 5.59		\$ 19.55			\$ 224.85	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20538	DUKE ENERGY PROGRESS INC	09		F-011	2023	010000151	\$ 591.56	\$ 16.55		\$ 57.91			\$ 666.02	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20539	DUKE ENERGY PROGRESS INC	09		F-011	2023	010000151	\$ 905.87	\$ 25.34		\$ 88.69			\$ 1,019.90	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20540	FOUR COUNTY EMC	09		F-013	2023	2903550	\$ 115.12	\$ 3.22		\$ 11.27			\$ 129.61	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20541	FOUR COUNTY EMC	09		F-011	2023	2903550	\$ 102.25	\$ 2.86		\$ 10.01			\$ 115.12	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20542	FOUR COUNTY EMC	09		F-009	2023	2903549	\$ 125.83	\$ 3.80		\$ 17.10			\$ 156.75	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20543	DUKE ENERGY PROGRESS INC	09		F-011	2023	010000151	\$ 656.37	\$ 18.36		\$ 64.26			\$ 738.99	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20544	DUKE ENERGY PROGRESS INC	09		F-011	2023	010000151	\$ 720.72	\$ 20.16		\$ 70.56			\$ 811.44	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20545	CAROLINA TELEPHONE	11			2023	1549446	\$ 355.68	\$ 9.95					\$ 365.63	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20546	FOUR COUNTY EMC	11		F-017	2023	2903551	\$ 241.74	\$ 6.76		\$ 23.67			\$ 272.17	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20547	FOUR COUNTY EMC	11		F-017	2023	2903551	\$ 64.73	\$ 1.80		\$ 6.30			\$ 72.48	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20548	FOUR COUNTY EMC	11		F-017	2023	2903552	\$ 228.09	\$ 6.38		\$ 22.33			\$ 256.86	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20549	FOUR COUNTY EMC	11			2023	2903551	\$ 467.61	\$ 13.08					\$ 480.69	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20550	CAROLINA TELEPHONE	12			2023	1549438	\$ 2.15	\$ 0.06					\$ 2.21	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20551	CAROLINA TELEPHONE	12			2023	1549452	\$ 69.36	\$ 1.94					\$ 71.30	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20552	CAROLINA TELEPHONE	12			2023	1549452						\$ 90.00	\$ 90.00	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20553	CAROLINA TELEPHONE	13			2023	1549448	\$ 756.47	\$ 21.16					\$ 777.63	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20554	FOUR COUNTY EMC	13			2023	2903554	\$ 348.21	\$ 9.74					\$ 357.95	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20555	SOUTHERN BELL TELEPHONE	13		F-021	2023	8137856	\$ 42.90	\$ 1.20		\$ 4.20			\$ 48.30	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED

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20556	DUPLIN COUNTY	06		F-004	2023	2440344	\$ 82.94	\$ 2.32		\$ 5.31			\$ 90.57	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20557	DUPLIN COUNTY	07		F-003	2023	2033795	\$ 55.77	\$ 1.56		\$ 4.29			\$ 61.62	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20558	DUPLIN COUNTY	08		F-010	2023	2033791	\$ 100.10	\$ 2.80		\$ 9.80			\$ 112.70	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20559	DUPLIN COUNTY	07		F-003	2023	2440231	\$ 286.70	\$ 7.46		\$ 20.52			\$ 294.68	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20560	DUPLIN COUNTY	07		F-010	2023	2033801	\$ 82.94	\$ 2.32		\$ 8.12			\$ 93.38	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20561	DUPLIN COUNTY	07		F-010	2023	2033799	\$ 69.36	\$ 1.94		\$ 6.79			\$ 78.09	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20562	DUPLIN COUNTY	07		F-003	2023	2436562	\$ 4.29	\$ 0.12		\$ 0.33			\$ 4.74	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20563	DUPLIN COUNTY	07		F-010	2023	2440230	\$ 66.50	\$ 1.86		\$ 6.51			\$ 74.87	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20564	DUPLIN COUNTY	07		F-004	2023	2436561	\$ 82.94	\$ 2.32		\$ 5.31			\$ 90.57	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20565	DUPLIN COUNTY	07		F-010	2023	2437566	\$ 293.87	\$ 8.22		\$ 28.77			\$ 330.86	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20566	DUPLIN COUNTY	07		F-004	2023	2437566	\$ 215.22	\$ 6.02		\$ 13.79			\$ 235.03	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20567	DUPLIN COUNTY	07		F-010	2023	2033792	\$ 83.66	\$ 2.34		\$ 8.19			\$ 94.19	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20568	DUPLIN COUNTY	07		F-010	2023	2441896	\$ 166.60	\$ 4.66		\$ 16.31			\$ 187.57	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20569	DUPLIN COUNTY	07		F-003	2023	2440338	\$ 130.83	\$ 3.60		\$ 10.07			\$ 144.58	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20570	DUPLIN COUNTY	07		F-010	2023	2438240	\$ 110.83	\$ 3.10		\$ 10.85			\$ 124.78	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20571	DUPLIN COUNTY	07		F-003	2023	2033802	\$ 193.77	\$ 5.42		\$ 14.61			\$ 214.10	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20572	DUPLIN COUNTY	07		F-003	2023	2438230	\$ 49.34	\$ 1.38		\$ 3.80			\$ 54.32	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20573	DUPLIN COUNTY	07		F-014	2023	2436561	\$ 110.83	\$ 3.10		\$ 7.75			\$ 121.68	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20574	DUPLIN COUNTY	07		F-010	2023	1000752	\$ 566.29	\$ 15.84		\$ 55.44		\$ 110.00	\$ 747.57	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20575	DUPLIN COUNTY	07		F-010	2023	1000752	\$ 566.29	\$ 15.84		\$ 55.44		\$ 110.00	\$ 747.57	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20576	DUPLIN COUNTY	07		F-010	2023	010003459	\$ 231.66	\$ 6.48		\$ 22.68		\$ 110.00	\$ 370.82	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20577	DUPLIN COUNTY	07		F-004	2023	010001958	\$ 250.25	\$ 7.00		\$ 16.03			\$ 273.28	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20578	DUPLIN COUNTY	07		F-004	2023	010003411	\$ 123.70	\$ 3.46		\$ 7.92		\$ 110.00	\$ 245.08	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20579	DUPLIN COUNTY	07		F-004	2023	010003385	\$ 93.67	\$ 2.62		\$ 6.06			\$ 102.29	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20580	DUPLIN COUNTY	08		F-010	2023	2440339	\$ 112.97	\$ 3.16		\$ 11.06			\$ 127.19	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20581	DUPLIN COUNTY	08		F-010	2023	2033800	\$ 82.94	\$ 2.32		\$ 8.12			\$ 93.38	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20582	DUPLIN COUNTY	08		F-010	2023	2033796	\$ 170.17	\$ 4.76		\$ 16.66			\$ 191.59	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20583	DUPLIN COUNTY	08		F-010	2023	2440343	\$ 71.50	\$ 2.00		\$ 7.00			\$ 80.50	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20584	DUPLIN COUNTY	08		F-010	2023	2033805	\$ 71.50	\$ 2.00		\$ 7.00			\$ 80.50	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20585	DUPLIN COUNTY	08		F-010	2023	2033810	\$ 75.80	\$ 2.10		\$ 7.35			\$ 85.25	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20586	DUPLIN COUNTY	08		F-010	2023	2033810	\$ 88.66	\$ 2.48		\$ 8.68			\$ 99.82	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20587	DUPLIN COUNTY	08		F-010	2023	2033809	\$ 115.83	\$ 3.24		\$ 11.34			\$ 130.41	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20588	DUPLIN COUNTY	08		F-010	2023	2033809	\$ 60.78	\$ 1.70		\$ 5.95			\$ 68.43	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20589	DUPLIN COUNTY	08		F-010	2023	2033811	\$ 75.08	\$ 2.10		\$ 7.35			\$ 84.53	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20590	DUPLIN COUNTY	08		F-010	2023	2033811	\$ 140.86	\$ 3.94		\$ 13.79			\$ 158.59	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20591	DUPLIN COUNTY	08		F-010	2023	2033811	\$ 105.11	\$ 2.94		\$ 10.29			\$ 118.34	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20592	DUPLIN COUNTY	08		F-010	2023	2033811	\$ 82.94	\$ 2.32		\$ 8.12			\$ 93.38	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20593	DUPLIN COUNTY	08		F-010	2023	2033811	\$ 75.08	\$ 2.10		\$ 7.35			\$ 84.53	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20594	DUPLIN COUNTY	08		F-010	2023	2033789	\$ 75.08	\$ 2.10		\$ 7.35			\$ 84.53	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20595	DUPLIN COUNTY	08		F-010	2023	2033810	\$ 82.94	\$ 2.32		\$ 8.12			\$ 93.38	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20596	DUPLIN COUNTY	08		F-010	2023	2033797	\$ 88.66	\$ 2.48		\$ 8.68			\$ 99.82	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20597	DUPLIN COUNTY	08		F-010	2023	2033795	\$ 57.20	\$ 1.60		\$ 5.60			\$ 64.40	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20598	DUPLIN COUNTY	08		F-010	2023	2033806	\$ 12.16	\$ 0.34		\$ 1.19			\$ 13.69	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20599	DUPLIN COUNTY	08		F-010	2023	2033806	\$ 71.50	\$ 2.00		\$ 7.00			\$ 80.50	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20600	DUPLIN COUNTY	08		F-010	2023	2033806	\$ 115.83	\$ 3.24		\$ 11.34			\$ 130.41	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20601	DUPLIN COUNTY	08		F-010	2023	2033806	\$ 88.66	\$ 2.48		\$ 8.68			\$ 99.82	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20602	DUPLIN COUNTY	08		F-010	2023	2033806	\$ 88.66	\$ 2.48		\$ 8.68			\$ 99.82	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20603	DUPLIN COUNTY	08		F-014	2023	2033789	\$ 82.94	\$ 2.32		\$ 5.80			\$ 91.06	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20604	DUPLIN COUNTY	09		F-009	2023	2438232	\$ 110.83	\$ 3.10		\$ 13.95			\$ 127.88	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20605	DUPLIN COUNTY	09		F-009	2023	2438231	\$ 127.99	\$ 3.58		\$ 16.11			\$ 147.68	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20606	DUPLIN COUNTY	09		F-009	2023	2440339	\$ 243.10	\$ 6.80		\$ 30.60			\$ 280.50	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED

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20607	DUPLIN COUNTY	09	F-011	2023	2438230	\$ 112.26	\$ 3.14	\$ 10.99	\$ 126.39	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20608	DUPLIN COUNTY	09	F-011	2023	2438230	\$ 172.82	\$ 4.82	\$ 16.87	\$ 194.01	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20609	DUPLIN COUNTY	09	F-009	2023	2440343	\$ 14.30	\$ 0.40	\$ 1.80	\$ 16.50	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20610	DUPLIN COUNTY	09	F-009	2023	2436531	\$ 94.38	\$ 2.64	\$ 11.88	\$ 108.90	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20611	DUPLIN COUNTY	09	F-009	2023	2440343	\$ 88.66	\$ 2.48	\$ 11.16	\$ 102.30	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20612	DUPLIN COUNTY	09	F-009	2023	2440342	\$ 82.94	\$ 2.32	\$ 10.44	\$ 95.70	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20613	DUPLIN COUNTY	09	F-009	2023	2438230	\$ 94.38	\$ 2.64	\$ 11.88	\$ 108.90	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20614	DUPLIN COUNTY	09	F-009	2023	2441897	\$ 111.54	\$ 3.12	\$ 14.04	\$ 128.70	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20615	DUPLIN COUNTY	09	F-010	2023	2033798	\$ 100.10	\$ 2.80	\$ 9.80	\$ 112.70	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20616	DUPLIN COUNTY	09	F-009	2023	2437567	\$ 303.16	\$ 8.48	\$ 38.16	\$ 349.80	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20617	DUPLIN COUNTY	09	F-009	2023	2438230	\$ 35.75	\$ 1.00	\$ 4.95	\$ 41.25	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20618	DUPLIN COUNTY	09	F-009	2023	2438230	\$ 170.17	\$ 4.76	\$ 21.42	\$ 196.35	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20619	DUPLIN COUNTY	09	F-009	2023	2438230	\$ 88.66	\$ 2.48	\$ 11.16	\$ 102.30	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20620	DUPLIN COUNTY	09	F-009	2023	2441897	\$ 85.80	\$ 2.40	\$ 10.44	\$ 95.70	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20621	DUPLIN COUNTY	09	F-009	2023	2438231	\$ 82.94	\$ 2.32	\$ 10.44	\$ 95.70	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20622	DUPLIN COUNTY	09	F-009	2023	2443341	\$ 82.94	\$ 2.32	\$ 10.44	\$ 95.70	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20623	DUPLIN COUNTY	09	F-009	2023	2437568	\$ 278.14	\$ 7.78	\$ 35.01	\$ 320.93	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20624	DUPLIN COUNTY	09	F-009	2023	2438231	\$ 234.52	\$ 6.56	\$ 29.52	\$ 270.60	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20625	DUPLIN COUNTY	09	F-011	2023	2442225	\$ 157.30	\$ 4.40	\$ 15.40	\$ 177.10	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20626	DUPLIN COUNTY	09	F-011	2023	2442225	\$ 136.57	\$ 3.82	\$ 13.37	\$ 153.76	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20627	DUPLIN COUNTY	09	F-009	2023	2438232	\$ 66.30	\$ 1.86	\$ 8.37	\$ 76.73	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20628	DUPLIN COUNTY	09	F-009	2023	2433810	\$ 82.94	\$ 2.32	\$ 10.44	\$ 95.70	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20629	DUPLIN COUNTY	09	F-009	2023	2033792	\$ 73.65	\$ 2.06	\$ 9.27	\$ 84.98	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20630	DUPLIN COUNTY	09	F-009	2023	2033802	\$ 114.40	\$ 3.20	\$ 14.40	\$ 132.00	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20631	DUPLIN COUNTY	09	F-009	2023	2437560	\$ 103.68	\$ 2.90	\$ 10.58	\$ 116.58	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20632	DUPLIN COUNTY	09	F-009	2023	2033803	\$ 20.02	\$ 0.56	\$ 2.52	\$ 23.10	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20633	DUPLIN COUNTY	09	F-009	2023	2033950	\$ 243.10	\$ 6.80	\$ 24.90	\$ 269.90	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20634	DUPLIN COUNTY	09	F-010	2023	2033793	\$ 5.72	\$ 0.16	\$ 0.56	\$ 6.44	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20635	DUPLIN COUNTY	09	F-009	2023	2440345	\$ 82.94	\$ 2.32	\$ 10.44	\$ 95.70	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20636	DUPLIN COUNTY	09	F-009	2023	2033794	\$ 88.66	\$ 2.48	\$ 11.16	\$ 102.30	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20637	DUPLIN COUNTY	09	F-009	2023	2437568	\$ 125.84	\$ 3.52	\$ 12.96	\$ 139.36	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20638	DUPLIN COUNTY	09	F-009	2023	2438231	\$ 28.60	\$ 0.80	\$ 3.60	\$ 29.40	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20639	DUPLIN COUNTY	09	F-009	2023	2033788	\$ 55.06	\$ 1.54	\$ 6.93	\$ 63.53	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20640	DUPLIN COUNTY	09	F-010	2023	2033788	\$ 110.83	\$ 3.10	\$ 10.85	\$ 124.78	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20641	DUPLIN COUNTY	09	F-009	2023	2437520	\$ 82.94	\$ 2.32	\$ 10.44	\$ 95.70	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20642	DUPLIN COUNTY	09	F-009	2023	2438232	\$ 35.75	\$ 1.00	\$ 4.90	\$ 41.25	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20643	DUPLIN COUNTY	09	F-009	2023	2438232	\$ 94.38	\$ 2.64	\$ 11.88	\$ 108.90	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20644	DUPLIN COUNTY	09	F-009	2023	2033808	\$ 254.34	\$ 7.12	\$ 32.04	\$ 293.70	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20645	DUPLIN COUNTY	09	F-010	2023	2034565	\$ 82.94	\$ 2.32	\$ 8.12	\$ 93.38	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20646	DUPLIN COUNTY	09	F-009	2023	2441896	\$ 82.94	\$ 2.32	\$ 10.44	\$ 95.70	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20647	DUPLIN COUNTY	09	F-009	2023	2440370	\$ 88.66	\$ 2.48	\$ 11.16	\$ 102.30	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20648	DUPLIN COUNTY	09	F-009	2023	2033785	\$ 260.98	\$ 7.30	\$ 32.85	\$ 301.13	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20649	DUPLIN COUNTY	09	F-009	2023	2033786	\$ 82.94	\$ 2.32	\$ 10.44	\$ 95.70	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20650	DUPLIN COUNTY	09	F-009	2023	2033845	\$ 68.64	\$ 1.92	\$ 7.56	\$ 76.56	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20651	DUPLIN COUNTY	09	F-009	2023	2441896	\$ 82.94	\$ 2.32	\$ 10.44	\$ 95.70	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20652	DUPLIN COUNTY	09	F-009	2023	2033808	\$ 55.06	\$ 1.54	\$ 6.93	\$ 63.53	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20653	DUPLIN COUNTY	09	F-009	2023	2033784	\$ 125.13	\$ 3.50	\$ 15.75	\$ 144.38	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20654	DUPLIN COUNTY	09	F-009	2023	018004348	\$ 354.64	\$ 9.92	\$ 44.64	\$ 409.20	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20655	DUPLIN COUNTY	09	F-009	2023	019061710	\$ 82.94	\$ 2.32	\$ 10.44	\$ 95.70	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20656	DUPLIN COUNTY	10	F-011	2023	2033815	\$ 82.94	\$ 2.32	\$ 8.12	\$ 93.38	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20657	DUPLIN COUNTY	10	F-018	2023	2440339	\$ 173.03	\$ 4.84	\$ 16.94	\$ 194.81	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED

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20658	DUPLIN COUNTY	13	F-021	2023	2440343	\$ 60.06	\$ 1.68	\$ 5.88	\$ 67.62	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20659	DUPLIN COUNTY	13	F-003	2023	010001743	\$ 254.54	\$ 7.12	\$ 19.58	\$ 281.24	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20660	DUPLIN COUNTY	13	F-003	2023	010001550	\$ 110.83	\$ 3.10	\$ 8.53	\$ 122.46	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20661	DUPLIN COUNTY	09	F-009	2023	010002479	\$ 105.11	\$ 2.94	\$ 13.23	\$ 121.28	FLOODED BUYOUT-SHOULDN'T HAVE BEEN BILLED
20662	BEULAVILLE, TOWN OF	07	F-004	2023	0529113	\$ 20.02	\$ 0.56	\$ 1.28	\$ 21.86	TOWN OWNED-SHOULD NOT HAVE BEEN BILLED
20663	BEULAVILLE, TOWN OF	07	F-004	2023	0529113	\$ 35.04	\$ 0.98	\$ 2.24	\$ 38.26	TOWN OWNED-SHOULD NOT HAVE BEEN BILLED
20664	BEULAVILLE, TOWN OF	07	F-004	2023	0529113	\$ 1,360.65	\$ 38.06	\$ 87.16	\$ 1,485.87	TOWN OWNED-SHOULD NOT HAVE BEEN BILLED
20665	WALLACE, TOWN OF	09	F-009	2023	9008351	\$ 16.45	\$ 0.46	\$ 1.69	\$ 16.91	TOWN OWNED-SHOULD NOT HAVE BEEN BILLED
20666	CAROLINA TELEPHONE	01	F-007	2023	1549451	\$ 111.54	\$ 3.12	\$ 10.92	\$ 125.58	PUBLIC SERVICE-SHOULDN'T HAVE BEEN BILLED
20667									\$ -	
20668									\$ -	
20669									\$ -	
20670									\$ -	
GRAND TOTAL						\$ 25,558.49	\$ 714.92	\$ 2,039.26	\$ 530.09	\$ 28,842.61
SUBMITTED BY: <i>[Signature]</i>						FINAL APPROVAL BY: <i>[Signature]</i>		DATE APPROVED: 9/5/2023		

NORTH CAROLINA
DUPLIN COUNTY

AMENDMENT

This Amendment is made and entered into this 5 day of September, 2023 by and between the County of Duplin (hereinafter "County") and Diamond Food Enterprises (hereinafter "Contractor"), collectively referred to as "Parties".

WITNESSETH:

THAT WHEREAS, the Parties previously entered into a food services contract dated June 5, 2023 (hereinafter the "Original Agreement");

WHEREAS, the Original Agreement, inclusive of a document labeled as Attachment 1 which specified the precise services to be provided by Contractor, indicated that compensation would be paid to Contractor in an amount not to exceed \$167,700.00 unless additional grant funding was obtained;

WHEREAS, the Parties desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. Section 3. PAYMENT TO CONTRACTOR is hereby amended to reflect a total compensation amount not to exceed \$177,628.00 unless additional grant funding is obtained.
2. Except for the changes made herein, the Original Agreement and Attachment 1 shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the Parties have expressed their agreement to these terms by causing this Amendment to be executed by their duly authorized office or agent. This Amendment shall be effective as of the date herein.

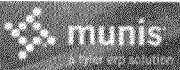
DIAMOND FOOD ENTERPRISES

By: [Signature]
Printed Name Steve Lanier
Title: President

DUPLIN COUNTY

By: [Signature]
Printed Name Melissa S. Brown
Title: Director, Senior Services

Duplin County, NC



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	02	245	BUA	08/16/2023	08/16/2023	090523	chelsey.lanier	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	6110	45600					T					1,500.00
2	6110	43940					T			1,500.00		
							BOOKS					
							CLEANING SERVICE					
** 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
2024	02	273	BUA	08/17/2023	08/17/2023	090523	chelsey.lanier	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	5110	43110					T					2,500.00
2	5124	43110					T			2,500.00		
3	5176	41990					T					8,300.00
4	5176	42980					T			5,000.00		
5	5176	42990					T			1,500.00		
6	5176	43210					T			600.00		
7	5176	43250					T			200.00		
8	5176	43540					T			1,000.00		
							TRAVEL					
							TRAVEL					
							PROFESSIONAL SERVICES					
							PROGRAM SUPPLIES					
							INCENTIVES					
							TELEPHONE					
							POSTAGE					
							SOFTWARE MAINTENANCE					
** 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
2024	02	330	BUA	08/21/2023	08/21/2023	090523	chelsey.lanier	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	4370	42980					T					3,000.00
							PROGRAM SUPPLIES					



JOURNAL INQUIRY

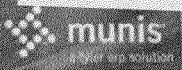
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	02	330	BUA	08/21/2023	08/21/2023	090523	chelsey.lanier	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT OB
ACCOUNT DESCRIPTION												
2	4370	44910					T	DUES AND SUBSCRIPTIONS			3,000.00	
** 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
2024	02	360	BUA	08/23/2023	08/23/2023	090523	chelsey.lanier	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT OB
ACCOUNT DESCRIPTION												
1	5114	42980					T	PROGRAM SUPPLIES				2,000.00
2	5114	41990					T	PROFESSIONAL SERVICES			2,000.00	
** 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
2024	02	446	BUA	08/28/2023	08/28/2023	090523	chelsey.lanier	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT OB
ACCOUNT DESCRIPTION												
1	5113	42980					T	PROGRAM SUPPLIES				100.00
2	5113	45131					T	STD Prevention Supplies			100.00	
3	5110	42980					T	PROGRAM SUPPLIES				100.00
4	5110	42410					T	PHARMACY			100.00	
5	5163	42980					T	PROGRAM SUPPLIES				1,000.00
6	5163	43911					T	ADVERTISING			1,000.00	
7	5113	42980					T	PROGRAM SUPPLIES				430.00
8	5167	42980					T	PROGRAM SUPPLIES				100.00



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	02	446	BUA	08/28/2023	08/28/2023	090523	chelsey.lanier	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT OB
ACCOUNT DESCRIPTION												
9	5129	42980					T					100.00
10	5163	42980					T	PROGRAM SUPPLIES				100.00
11	5113	41990					T	PROGRAM SUPPLIES			430.00	
12	5167	41990					T	PROFESSIONAL SERVICES			100.00	
13	5129	41990					T	PROFESSIONAL SERVICES			100.00	
14	5163	41990					T	PROFESSIONAL SERVICES			100.00	
15	4530	43520					T	PROFESSIONAL SERVICES				
16	4530	41990					T	REPAIRS & MAINTENANCE EQUIPME				1,450.00
							T	PROFESSIONAL SERVICES			1,450.00	
** 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
2024	02	477	BUA	08/30/2023	08/30/2023	090523	chelsey.lanier	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT OB
ACCOUNT DESCRIPTION												
1	5164	42980					T					300.00
2	5167	42980					T	PROGRAM SUPPLIES				550.00
3	5129	42980					T	PROGRAM SUPPLIES				700.00
4	5151	42980					T	PROGRAM SUPPLIES				700.00
5	5164	43540					T	SOFTWARE MAINTENANCE			300.00	
6	5167	43540					T	SOFTWARE MAINTENANCE			550.00	
7	5129	43540					T	SOFTWARE MAINTENANCE			700.00	
8	5151	43540					T	SOFTWARE MAINTENANCE			700.00	
** JOURNAL TOTAL											0.00	0.00



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2024	02	487	BUA	08/30/2023	08/30/2023	090523	chelsey.lanier	1	N	Hist	2024		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
1	5114	42980					T					7,137.28	
2	5114	45100					T				7,137.28		
							PROGRAM SUPPLIES						
							CAPITAL OUTLAY						
** JOURNAL TOTAL											0.00		0.00
** GRAND TOTAL											0.00		0.00

7 Journals printed

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

Report generated: 08/30/2023 16:59
User: chelsey.lanier
Program ID: glcjetng



OATH OF OFFICE
DUPLIN COUNTY FINANCE OFFICER

STATE OF NORTH CAROLINA

COUNTY OF DUPLIN

I, Chelsey Lanier, do solemnly swear that I will support the Constitution of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me God.

Chelsey Lanier
Chelsey Lanier

I, Chelsey Lanier, do swear that I will well and truly execute the duties of the office of Duplin County Finance Officer according to the best of my skill and ability, according to law, so help me, God.

Chelsey Lanier
Chelsey Lanier

STATE OF NORTH CAROLINA

COUNTY OF DUPLIN

I, Jaime W. Carr, Clerk to the Board, Duplin County Board of Commissioners, hereby state that the foregoing oaths of Chelsey Lanier were sworn to and subscribed to before me on this 10th day of August, 2023.

Jaime W. Carr
Jaime W. Carr
Clerk to the Board



Attest:
J. Timothy Wilson
J. Timothy Wilson
Duplin County Attorney

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2025 RESOLUTION

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

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) Commissioner Elwood Garner and seconded by (*Board Member's Name or NA, if not required*) Commissioner Jesse Dove for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, (*Legal Name of Applicant*) Duplin County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences, and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative

requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the (*Authorized Official's Title*)* Chairperson of (*Name of Applicant's Governing Body*) Duplin County Board of Commissioners is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I (*Certifying Official's Name*)* Dexter B. Edwards (*Certifying Official's Title*) *Chairperson* do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (*Name of Applicant's Governing Board*) Duplin County Board of Commissioners duly held on the 5th day of September, 2023.

[Signature]
Signature of Certifying Official

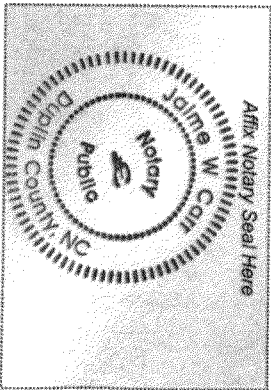
*Note that the authorized official, certifying official, and notary public should be three separate individuals.

Seal Subscribed and sworn to me
(date) 9/5/23

[Signature]
Notary Public *

[Signature]
Printed Name and Address 1844 Sarecta Rd
Pink Hill NC 28572

My commission expires
(date) 4/23/28



PUBLIC HEARING RECORD

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

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

APPLICANT: Duplin County

DATE: September 5, 2023

PLACE: Duplin County Commissioner's Meeting

TIME: 6:00pm

How many BOARD MEMBERS attended the public hearing? 5

How many members of the PUBLIC attended the public hearing? 9

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: September 18, 2023

Signature or Clerk to the Board
Jaime Carr, Clerk to the Board

Printed Name and Title

Date 9/5/23



VOLUNTARY TITLE VI PUBLIC INVOLVEMENT

Title VI of the Civil Rights Act of 1964 requires the North Carolina Department of Transportation (NC DOT) to gather statistical data regarding participants and beneficiaries of the agency's federal-aid programs and activities. NC DOT collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population impacted by a proposed project.

NCDOT wishes to clarify that this information gathering process is **completely voluntary** and that you are not required to disclose the statistical data requested to participate in this meeting. This form is a public document used to collect data, only.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact the NCDOT Title VI Program at telephone number 919.508.1808 or email at titlevi@ncdot.gov.

Project Name: Duplin County		Date: September 5, 2023
Meeting Location: Duplin County Commissioner's Room		
Name (please print)	Gender: ☐ Male ☐ Female	
General ethnic identification categories (check one)		
☐ Caucasian	☐ Hispanic American	☐ American Indian/Alaskan Native
☐ African American	☐ Asian/Pacific Islander	Other:
Color:	National Origin:	

After completing this form, please fold and place it inside the designated box on the registration table.

Thank you for your cooperation.



FY 2025 LOCAL SHARE CERTIFICATION FOR FUNDING

Duplin County
(Legal Name of Applicant)

Requested Funding Amounts

Project	Total Amount	Local Share**
5311 Administrative	\$ 267,095	\$ 40,064 (15%)
5311 Operating (No State Match)	\$	(50%)
5310 Operating (No State Match)	\$	(50%)
Combined Capital	\$ 533,000	\$ 53,300 (10%)
Mobility Management	\$	(50%)
5310 Capital Purchase of Service	\$	(10%)
ConCPT	\$	(50%)
Capital Cost of Contracting	\$	(%)
Traveler's Aid	\$	(50%)
	\$	(%)
	\$	(%)
	\$	(%)
	\$	(%)
Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)		
TOTAL	\$ 800,095	\$ 93,364
	Total Funding Requests	Total Local Share

**NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.

The Local Share is available from the following sources:

Source of Funds	Apply to Grant	Amount
Agency Purchase	5311	\$ 40,064
Agency Purchase	Capital	\$ 53,300
		\$
		\$
		\$
		\$
		\$

	\$
	\$
TOTAL	\$ 93,364

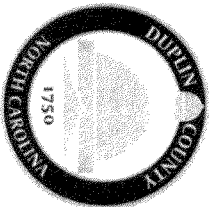
** Fare box revenue is not an applicable source for local share funding

I, the undersigned representing (Legal Name of Applicant) Duplin County do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2025 Community Transportation Program and 5307 Governors Apportionment will be available as of July 1, 2024, which has a period of performance of July 1, 2024 – June 30, 2025.

Signature of Authorized Official

Dexter Edwards, Chairperson
Type Name and Title of Authorized Official

9/5/2023
Date



MEMORANDUM OF AGREEMENT

BETWEEN
DUPLIN COUNTY
AND
THE FOUNDATION FOR DUPLIN COUNTY INDUSTRIAL AND BUSINESS DEVELOPMENT
D/B/A DUPLIN COUNTY ECONOMIC DEVELOPMENT CORPORATION

This Memorandum of Agreement (hereinafter "Agreement") is made and entered into this the 5th day of September 2023 by and between Duplin County (hereinafter "County") and the Foundation for Duplin County Industrial and Business Development d/b/a Duplin County Economic Development Corporation (hereinafter also referred to as "Duplin EDC").

WITNESSETH:

WHEREAS, the Foundation of Duplin County Industrial and Business Development d/b/a Duplin County Economic Development Corporation ("Duplin EDC") is a nonprofit corporation established pursuant to Chapter 55A of the North Carolina General Statutes; and

WHEREAS, Duplin EDC has been approved by The Golden LEAF Foundation for a reimbursable \$423,500.00 grant to be used for clearing and grubbing of a tract within the Duplin County AirPark, adjacent to Duplin County Regional Airport. The site is part of the master plan for development of the Airpark and is suitable for a building of 50,000 square feet in size; and

WHEREAS, due to the fact the aforementioned grant is reimbursable in nature and requires presentation of proof of payment prior to disbursement of grant funds, Duplin EDC is in need of funds for contractual payments to be made for the clearing and grubbing services at the Duplin AirPark; and

NOW, THEREFORE, TO THAT END and in consideration of the mutual covenants and agreement contained hereinafter, the parties understand, acknowledge, and stipulate to the following:

1. Upon request by Duplin EDC, Duplin County shall transfer Golden LEAF Grant line-item funds to Duplin EDC in a cumulative amount not to exceed \$423,500.00, to be used for the sole purpose of making contractual payments owed to party and/or parties performing the clearing and grubbing of tract within the Duplin County Airpark to be performed pursuant to the referenced Golden LEAF Foundation Grant.

2. Duplin EDC shall reimburse Duplin County for all fund transfers made pursuant to this Agreement, with such funds to be promptly returned to Duplin County within no more than thirty (30) days upon receipt of grant funds from The Golden LEAF Foundation.

3. Notwithstanding the foregoing, Duplin EDC shall reimburse Duplin County in full by no later than January 31, 2024 for any and all line-item funds transferred to Duplin EDC pursuant to this Agreement.

4. No funds transferred pursuant to this Agreement shall be used for any purpose other than that which is stated above.

5. All fund transfers made pursuant to this Agreement must be approved by the Duplin County Manager, the Duplin County Finance Director and the Chairman of the EDC Board of Directors.

6. This Agreement may be terminated by either party at any time, with or without cause, by providing notice of termination in writing to the other at the following address:

Duplin County P.O. Box 950 Kenansville, NC 28349	Duplin County EDC 260 Airport Rd. Kenansville, NC 28349
--	---

7. Upon termination of this Agreement by either party, there shall be no further obligation that Duplin County make payments or transfers as called for herein, and all funds previously transferred to Duplin EDC pursuant to this Agreement shall be promptly reimbursed within no more than thirty (30) days.

8. Both parties shall cooperate in good faith in fulfilling the terms of this Agreement.

9. This document constitutes the full understanding of the parties and no term, condition, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party.

10. This Agreement, and each covenant herein, shall not be capable of assignment, without the express written consent of both parties.

11. This Agreement constitutes a final written expression of all terms of this Agreement and is complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

Duplin County
Dexter B. Edwards
Dexter B. Edwards, Chairman

Date 9/5/2023

This instrument has been preaudited in the manner required by the Local Government and Fiscal Control Act
Duke Fowler
Duplin County Finance Officer

Duplin EDC
Scotty Summerville
Scotty Summerville, President

Date 8-29-2023



August 31, 2023
Memo to: Board of Commissioners
From: George A. Wood, Interim County Manager *GAW*
Re: Recommendation on Bid Acceptance for Agency on Aging and Veterans Office Project

We met with Jeremiah Daniels last week, where he presented the bid tabulation for this project. Enclosed is a sheet showing the entire cost of this project, including Construction; Design Fees; Furniture, Fixtures, and Equipment; and Owners Cost Items. That total comes to \$6,218,261. But the **contract and bid award for the construction component that Mr. Daniels is recommending is \$5,369,575.** This includes the four alternate bids listed in his letter.

This construction pricing includes four items that were not part of the original scope, as explained in his letter:

- \$327,783 Sitework
- \$216,930 Generator to service the entire building
- \$ 74,720 Fire pump
- \$206,740 Street lighting that matches the lighting throughout the Duplin Commons Complex
- \$826,173 TOTAL additions to the scope of the project

Please note that you need to decide if you want to take each alternate bid. If you reject any of the alternate bids, the contract price would be adjusted down by that amount.

Since we need to finance \$6,218,261 for the entire project, I have reviewed the estimated sources of revenues projected for this project. Obviously this is a higher amount, so I have amended the sources to cover the full project with the Finance Director's help:

- \$ 31,390 Capital Reserve for Aging
- \$2,000,000 SCIF Grant
- \$ 84,623 Interest Earned on Grant Funds
- \$2,157,081 Capital Reserve Fund (Fund 21)
- \$1,945,167 General Fund Unassigned Fund Balance
- \$6,218,261 TOTAL Revenues

Behind this memo, you have four documents. The first is an updated cost projection not only for the construction, but for all the remaining components. Second is Mr. Daniels' letter of Recommendation to award the contract amount. Third is the bid tabulation sheet for the sub-contractors that bid the job. Daniels and Daniels is the General Contractor for the project. Fourth is the Contract, which the County Attorney has reviewed and approved.

The action needed is to approve the Construction Contract Amount, which is \$5,369,575 if you accept all the alternate bids. Second you need to authorize the Chairman of the Board to execute the enclosed contract. We will be back to you at the next meeting with a Budget Amendment reflecting these new revenue sources, and expenditures.

There is a possibility of another \$1,500,000 from the FY 2024 NC Budget. Senator Jackson has added it in the Senate budget, but we don't know if it will make it through the House's budget and their reconciliation process. If we get it, or any portion of it, we could reduce the use of General Fund Unassigned Fund Balance by that amount.

Please contact me if you have any questions, comments or concerns on this matter.



Duplin Co. Senior Services

Division	Description	Total
	General Conditions	\$331,197.00
	Bond	\$33,860.00
	Sitework	\$817,746.00
	Concrete	\$177,199.00
	Masonry	\$131,547.00
	Structural Steel	\$172,113.00
	Rough Carpentry	\$471,841.00
	Cabinetry	\$85,473.00
	Thermal & Moisture Protection	\$35,042.00
	Roofing	\$291,359.00
	Siding & Column Wraps	\$89,385.00
	Doors & Hardware	\$147,706.00
	Overhead Doors	\$13,555.00
	Storefront & Glass	\$252,500.00
	Drywall	\$79,571.00
	Ceramic Tile	\$15,655.00
	Acoustical Ceiling	\$21,686.00
	Floor Coverings	\$69,100.00
	Epoxy Flooring	\$19,443.00
	Painting	\$34,684.00
	Specialties	\$45,408.00
	Equipment	\$0.00
	Window Treatment	\$8,888.00
	Sprinkler	\$190,991.00
	HVAC	\$329,487.00
	Plumbing	\$142,561.00
	Electrical	\$830,425.00
	Sub-Total	\$4,838,422.00
	Home Office Overhead	\$240,229.00
	Fee	\$192,184.00
	Total	\$5,270,835.00
Alternates and Value Engineering		
	Add Wood Wainscot in Rooms 100, 100B, 102B	\$30,350.00
	Add Ceramic Tile to Non Wet Walls in Restrooms	\$18,920.00
	Add Fireplace with Surround, Mantle, Hearth, and Trim	\$17,190.00
	Provide Flagpole, Pavers, and Lighting	\$32,280.00
	Add Operators to Overhead Doors	\$6,715.00

Base Bid	\$5,270,835
Alternates	\$98,740
Design Fees	\$429,006
FF&E (budgeted)	\$277,680
Owner Costs (budgeted)	\$142,000
Total Project Cost	\$6,218,261



P.O. BOX 10337 • GOLDSBORO, N.C. 27532
919-778-4525 • FAX 919-778-6850

August 30th, 2023
Mr. George Wood
Duplin County
P.O. Box 950
Kenansville, NC 28349

Re: Duplin County Seniors and Veterans Center
Recommendation to Award Letter

Dear Mr. Wood,

Bids were received for the above project for all scopes from various subcontractors and suppliers by August 9th, 2023. Based upon the attached bid tabulations, Daniels & Daniels Construction Co., Inc. is recommending award of construction contract as follows:

Base Bid:	\$5,270,835.00
Alternate 1 (Add Wood Mainscot in Rooms 100, 100B, 102B):	\$30,350.00
Alternate 2 (Add Ceramic Tile to Non Wet Walls in Restrooms):	\$18,920.00
Alternate 3 (Add Fireplace with Surround, Mantle, Hearth, and Trim):	\$17,190.00
Alternate 4 (Provide Flagpole, Pavers, and Lighting):	\$32,280.00
Recommended Total Award:	\$5,369,575.00

Overall, the building cost was within 2% the original budget established during the summer of 2022, and maintaining that budget was largely achieved. There were several items that are above and beyond the original budget; three of which were owner requested in anticipation of being in line with the original budget and also receiving additional funding, and sitework which was driven by unforeseen conditions in relation to the adjacent site.

The original budget for the sitework scope of the project was based upon recent historical data on a cost per acre basis. At the time of determining the budget, the work on the Transportation site had not began, and the site was assumed to be largely sheet drained, the amount of fill was undetermined, and it was not planned to provide connectivity to the Transportation site. It was unforeseen the amount of fill that was being utilized for the adjacent project, and the drainage of that site was not sized to accommodate anything more than what was generated on that site. During the course of design and after being able to coordinate with the civil engineer for the adjacent site, the amount of actual fill necessary was determined, as well as the storm drainage necessary to accommodate the site. Connectivity to the adjacent Transportation site also triggered additional sitework not originally envisioned. The increased sitework scope of the project totalled \$327,783.00 above and

beyond what was known at the time the original sitework budget was generated. If it is determined that the fill material at the Duplin County Airport is suitable for fill, there will be a savings to the Owner in the amount of \$30,000.00

During the beginning of 2023 we were asked to design and price adding a whole building generator for this project. This was driven by the owner's desire to provide emergency services for seniors during widespread power outages and natural disasters, specifically since this building is the Ensure distribution center for the County. The cost of designing for and providing this generator was an additional cost to the project of \$216,930.00

After conducting a flow test of the water utility at the project site, it was determined that the flow rate needed for the sprinkler system was right at the threshold for requiring a fire pump. When considering future growth and development of this municipal property the demand on the water line will increase and will undoubtedly drop the flow rate below the threshold needed to properly operate the fire sprinkler system. The cost of designing for and providing this fire pump was an additional cost to the project of \$74,720.00

Site lighting was originally understood to be provided by the utility provider and was not a part of the original scope. It was requested that the County would like to match the existing site lights on campus and that we design and provide this scope for the project. This cost added \$206,740.00

We look forward to starting work immediately, and are prepared to engage with all of our partners upon award. Once the contract is awarded a Pre-Construction Conference will be scheduled and a Notice to Proceed will be issued to the appropriate subcontractors and suppliers at that time.

We have provided a Construction Contract to Duplin County for the amount of the recommended total award. Should you have any questions, please feel free to reach me at 919-922-2302 or jeremiahd@danddccc.com at any time.

Sincerely,

Jeremiah Daniels
Vice President
Daniels & Daniels Construction Co., Inc.

8	Ernest Glass	Nick Robbins	(919) 735-2165	nickrobbins1@bellsouth.net	Glass	
	OHD New Bern			ohdnewbern@gmail.com	OH Door	
8	OHD Raleigh			soatton@ohdraleigh.com	OH Door	
8	Griffin			griffinparagame@yahoo.com	OH Door	
	Tilessettersw	Ben Nguyen	(919) 231-7405	bennguyen@tilessetterswraleigh.com	Ceramic	16,819
9	Allen Paint & Drywall	Damien Staley	(252) 531-8653	damien@allenpaintingnc.com	Drywall	183,780
9	C&E Construction	Mark Mooring	(919) 736-3814	markm@c-e-construction.com	Drywall	
9	Nichols Drywall	Fred Nichols	(919) 369-8903	nicholsdrywall@gmail.com	Drywall	
9	Precision Walls	Martin Dody	(252) 355-1059	mdody@precisionwalls.com	Drywall	
9	Wasoco	Russ Harmon		russharmon@wasoco.com	Drywall	
9	A B Denning	Zachary Cabe	(919) 567-3370	zcabe@abdenning.com	Flooring	
9	Commercial Flooring	Brian Tripp	(252) 527-8761	btripp@elcommercialflooring.com	Flooring	127,275
9		Hope Gentry	(252) 726-8326	hentry@houterbankflooring.com	Flooring	
	Paul Barbour & Son	Bryan Barbour	(919) 552-0747	bryanb@barbourandson.com	Flooring	24,500
9		Anita Brack	(919) 427-1547	floorchem@aol.com	Epoxy Floor	alternate
9	McCord	Colby Hardison	(252) 351-7457	colby@mccordcontractors.com	Epoxy Floor	alternate
10	AOA	John Herring	(336) 679-3344	john@aoasigns.com	Signage	
10	Signs East	Tony Edwards		signseast@gmail.com	Signage	
	Carolina Spec			thomas@carospec.com		
	Proven Products			info@provenproductsinc.com		
15	Jackson Heating & Air	Gina Harr	(919) 658-5054	slc@jacksonandsons.com	HVAC	
15	Mechworks	Shaun Hathaway	(919) 322-2090	shathaway@mechworksinc.com	HVAC	
15	C L Warters		(252) 335-3700	anale@chwarters.com	Plumbing	
15	Costa	Jerome Costa	(252) 977-3020	jeromejr@costacompanynvinc.com	Plumbing	
15	Earnhardt Plumbing	Eric Best		bestclayton@aol.com	Plumbing	
15	Keen Plumbing	Chris Mooring	(919) 735-1179	cmooring@keenplumbing.com	Plumbing	
15	Haire Plumbing	Richard Haire	(919) 483-1471	richard@haireplumbing.com	Plumbing	
	Plumbing Solutions	Chris Woller		support@plumconstruction.com	Plumbing	194,816
15	Precision Plumbing	Kevin Speight	(919) 736-3773	kevins@precisionplbg.com	Plumbing	
15	Hillier Companies	Lauren Cain	(704) 784-4218	lrcain@hillercompanies.com	Sprinkler	
15	Kannapolis Sprinkler	Brad VonCannon	(704) 857-1105	bradvoncannon@ksprinkler.com	Sprinkler	
15	JD Sprinkler	Tom VonCannon		tom@jdsprinkler.com	Sprinkler	
15	Strategic Connections	Mark Van Dyne	(919) 878-0550	mark.vandyne@strategicmail.net	Sprinkler	
15	Threatt			eric.norris@threattinc.com	Sprinkler	
16	Alco Electric	David Vinson	(252) 566-5335	dvinson@alcoelectricindustries.com	Electrical	
16	EL Electric	Ernie Langston	(252) 351-1400	ernielangstonelectric@gmail.com	Electrical	
16	Gregory Electric	Phillip Pelletier	(919) 215-6761	ppelletier@gregoryelectric.com	Electrical	Raleigh
16	L J Electric	Curt Ervin	(252) 520-7592	curt@lelectricalcompany.com	Electrical	
16	N&N Electric	Steve Narron	(919) 965-6664	office@nandelectric.com	Electrical	
16	Pitt Electric	Jeff Joiner	(919) 628-3079	jjoiner@pittelectric.com	Electrical	
16	Triple R Electric	Justin Croom	(252) 523-3558	jcroom@triole.com	Electrical	

2		Gary Swinson	(252) 257-8488	gswinson@suddenlinkmail.com	Grading	
2				russell@southernlandscapeinc.com	Landscaping	
3		Mike Moore	(984) 204-3097	mamoore@arrows-us.com	Concrete Supply	
7				dsekel@bakeroofline.com	Roofing	
15		Scott Logue	(919) 878-8800	slogue@airmakers.com	HVAC	
15		Ben Hockaday	(919) 779-2008	ben@hmcpr.com	HVAC	
15		Kevin Fleagle	(919) 277-3036	kfleagle@watcncorp.com	HVAC	

1	Cape Fear Engineering	Jason Fisher	(910) 383-1044	jason.fisher@capefearengineering.com		
2		Paul Comatos	(919) 471-3500	paul@sierrastuctures.com	Fence	
2	Fence Builders			kyle@fencebuildersinc.com	Fence	
2	Seegars Fence	Blue Francis		blue@seegarsfence.com	Fence	
2	Allen Grading	Justin Allen	(919) 336-2335	justin@allengrading.com	Grading	
2	Best Sand And Gravel	Cameron Strickland	(919) 978-3252	cameron@bestsandandgravel.com	Grading	
2	Everett's Clearing and Grading	Brian	(252) 357-9515	brian@ecahda.com	Grading	
2	Fred Smith	Craig Taylor		craig.taylor@fredsmithcompany.net	Grading	
2	Hins Construction	Elayne Kincaid	(919) 736-8990	elayne@hinsitework.com		
2	Blair & Long Construction	Tyler Chaucer	(910) 238-4637	tylerc@blairandlongconstruction.com		816,096
2	Country Construction	Jim Gordon	(919) 207-3780	jgordon@countryconstructionnc.com	Utilities	
2	Pipeline Utilities	Tim Hogan	(919) 423-7930	thogan@puli-nc.com	Utilities	
2	Norris Landscaping	Tony Norris	(919) 934-3938	tony@norrislandscaping.com	Landscaping	
3	Briegan Concrete	Andrew Maziarz	(919) 661-0901	amaziarz@brigancconcrete.com	Concrete	
3	C&C			planelov@c-industrial.com	Concrete	
3	Central Concrete	Andrew Sousa	(919) 467-5547	andrew@centralconcretenc.com	Concrete	
3	ETC Contractors		(919) 772-4114	liz@etccontractors.com	Concrete	
	Skyrock			michael@skyrockconstructionllc.com	Concrete	
3	Guaranteed Supply	Richard Witherspoon	(910) 279-3767	richardw@gsnc.com	Concrete Supply	
3	Barco	Nick Parker	(252) 331-4012	nick@barcosupply.com	Concrete Supply	
3	ST Wooten			david.benson@stwcnc.com	Concrete Supply	
3	S&W Concrete	Bill Nance	(919) 751-1796	bnance@snwreadymix.com	Concrete Supply	
4	Brodie Masonry	Douglas Gray	(919) 782-2482	dgray@brodiecon.com	Masonry	
4	Carolana Masonry Unlimited	Chris Black	(919) 422-8104	cbids@cmuinc.net	Masonry	
4	J B Overman	Bryan Overman	(910) 231-6331	bryan@jbomnc.com	Masonry	
4	Joyner Masonry	Carey Forehand	(252) 752-1578	careyforehand@joynermasonry.com	Masonry	
4	Vega	Carlos Vega		cvega@vega-constructionco.com	Masonry	
5	3 Sons	Dylan Hodges	(252) 823-3766	dylan@3sonssteel.com	Steel	
5	North State Steel	Don Howard	(252) 630-8884	don@northstatesteel.com	Steel	
5	Steel Technology	Bill Pruden		bill@steeltechnc.com	Steel	
5	Contract Erectors	Don Sims	(336) 674-8012	sims@contracterectors.com	Steel Erection	
5	Villabona Iron works	John Villabona	(252) 521-1433	villabona@embarcmail.com	Steel Erection	
6	Arrowood Designs	Jennifer Watkins	(704) 787-4151	jwatkins@arrowoodmfg.com	Cabinetry	
6	Blankenship	Fred Combs	(919) 887-1346	fcombs@blankenshipassociates.com	Cabinetry	
6	Hajjar Cabinet Systems	Bill Hajjar	(919) 735-7547	whajjar@nc-rr.com	Cabinetry	
6	Hardwood Desaians	Mike Kaisersatt	(919) 379-1922	mkaisersatt@hardwooddesaians.com	Cabinetry	
7	Fox Hill Construction	Bob Collins	(303) 501-5605	bcollins@foxhillconstruction.com	Caulking	
7	Curtis Construction	Chad Harper	(252) 523-1078	chad@curtiscc.com	Roofing	
7	Gardner Roofing	Keith Weatherly	(919) 666-7712	kethw@gardnernc.com	Roofing	
7	Grieme			roofs@griemerroofline.com	Roofing	
7	Phoenix Construction	Michael Cochran	(910) 890-8797	office@phoenixconstruction.com	Wall Panels	
7	Energy One America	Tom Crabtree	(943) 853-1180	crabtree@energyoneamerica.com	Spray Foam Insulation	
8	Carolina Steel Structures	Ken Curraway	(252) 756-8718	ken@hdwesnc.com	Doors	
8	Total Openings	Neil Oliver	(252) 633-5981	neol@totalopeningsnc.com	Doors	
8	Clayton Commercial Glazing	Dale	(919) 550-4024	dale@claytoncommercial.net	Glass	
8	Davidson Sash			arowers@davidsonsash.com	Glass	
8	DGC Glass	Angie Fields	(919) 500-4700	afields@dgcnc.com	Glass	

15		Elle Dubberly	(919) 242-4003	elledubberly@yahoo.com	Plumbing	
6		Brian Bobe		brian.b@sncinc.com	Cabinetry	
6		Lucinda Barnett	(828) 687-7688	lucinda@lenticabinets.com	Cabinetry	
4		Kendra Blackmon	(910) 787-9100	kblackmon@rushconstruction.org	Masonry	
7				stan.bason@stonecreekmasonryinc.com	Masonry	
8		Mike Weatherman		mike@capitcityroofing.com	Roofing	
15		David Savary	(252) 291-4460	estimating@maddoors.biz	Doors	
16		Bobby Long	(919) 615-3586	dsavary@bakersmechanicalinc.com	HVAC	
16		Josh Gates	(252) 522-2997	blong@elijahsnc.com	Electrical	
				jgates@pro356.com	Electrical	
	Stokes Surveying	Reign Stokes	(919) 977-7825	reign@stokes-surveying.com	Surveying	17,500
	Frye Fence	James Frye	(919) 779-4700	ffr2000@gmail.com	Fence	6,800
	Barbour Brothers	Justin Barbour		justin@barbourbrothers.com	Grading	775,000
	C&J	Chris Jones	(910) 386-1552	cas.contracting@yahoo.com	Grading	785,483
	Landscape Design	Mark Whitley	(919) 242-8256	markw@lifelandsboro.com	Landscaping	20,850
	Coastal Carolina Concrete	Mike Herring	(252) 717-6963	estimating@scindlc.com	Concrete	148,453
	MV Legacy	Carlos Mosqueda		carlos@mvlegacyconstruction.com	Concrete	
	Raleigh East	Sarah Ide		sarah@raleighconcrete.com	Concrete	227,000
	Triangle Concrete	Ashley	(919) 437-9109	tc.estimating@gmail.com	Concrete	215,365
	Carolina Form	Eric Wilkins	(919) 553-7124	ewilkins@cfnc.com	Concrete Supply	17,381
	Mix Master Concrete	Scott Thigpen		mixmasterconcrete@outlook.com	Concrete Supply - Unit prices	
	Leon Masonry	Carlos Leon	(252) 558-2391	clleon@masonryinc.com	Masonry	130,244
	Manning Masonry	Tim Manning	(252) 792-0922	tim.manning27@gmail.com	Masonry	284,000
	Mattachine Construction	Chris Stewart	(919) 481-3434	cstewart@mattachine.com	Masonry	159,000
	Griffin Steel	Nick Barrow	(919) 735-3284	nbarrow@griffinsteel.com	Steel - supply only	150,870
	DSI	David Corbett	(919) 553-3034	david.corbett@theholesgroup.net	Steel	167,985
	Rapport Inc	Larry Gutshall	(252) 977-7549	lbgut@rapportinc.com	Cabinetry	77,736
	Interior Wood Specialties	Ken McCullough	(336) 431-0068	ken@iwsinc.biz	Cabinetry	108,056
	Findline	Anthony Wall	(919) 422-9652	anthony@findlineinc.com	Carpentry	548,500
	Coastal Carolina Waterproofing	Jenna Aldridge	(252) 565-8698	jenna@coastal-carolina.com	Caulking	12,548
	USA Waterproofing	Dean Miller		millerdean@bellsouth.net	Caulking	21,105
	Savil David Roofing	Daniel Bardi	(919) 373-8352	daniel@bardi-davisconstruction.com	Roofing	291,000
	Wayne Roofing	Hunter Steed	(919) 734-5475	hwayne@wayne-roofing.com	Roofing	418,254
	ONE Mid-Atlantic	Erin Boyd	(252) 754-2800	erboyd@chemidatlantic.com	Doors	93,464
	East Coast Accessories	Beth Logan	(252) 689-6307	beth@eastcoastaccessic.com	Doors	81,650
	Sealtek	Shana Hedrick		shedrick@sealtek.com	Doors	161,576
	Southern Glass	Anthony Jones	(910) 325-1050	anthony@southern-glass.com	Glass	252,500
	Eufora LLC			mikel@customoverheaddoors.net	OH Door	13,420
	Acousti	Darren Warwick	(919) 771-2255	darrenwarwick@acousti.com	ACT	28,070
	Batten Tile	Bobby Batten	(252) 459-4453	bbatten@battentile.com	Ceramic	15,500
	Blizard	Scott Smith	(252) 686-5292	info@blizardwalls.com	Drywall	68,318
	Brack Contract	Daniel Griffin	(252) 717-4455	dgriffin@brackcontract.com	Flooring	67,169
	Swoford			swoford@bellsouth.net	Epoxy Floor	18,250
	THS (T) King	Jessica Flewwellen	(252) 916-2759	jessica@therestorationinc.com	Epoxy Floor	19,250
	Carolina Faint	Jo Huetti	(252) 522-5403	judy@hobbysmith.biz	Painting	53,801
	Southern Touch	Shelly Rice	(910) 346-1885	shelly.southerntouch@gmail.com	Painting	49,500
	Cabins Mechanical	Les Daniels	(919) 922-5265	les@danieldheatandair.com	HVAC	329,487
	Tim McCarter Plumbing	Tim McCarter	(252) 714-1037	tim.mccarterplumbing@gmail.com	Plumbing	153,656
	MTS Technologies	James Mills	(910) 675-0099	james.mills@mts-tech.com	Sprinkler	189,100
	Kennedy Electric	Cory Hartsfield	(919) 375-0122	corvh@kennedyelectricalservice.com	Electrical	822,425

NORTH CAROLINA

DUPLIN COUNTY

DESIGN-BUILD AGREEMENT PART II

THIS DESIGN BUILD CONTRACT (hereinafter called "Agreement"), made as of the ____ day of _____, 20____ by and between Daniels & Daniels Construction Company, Inc. (hereinafter called the "Design-Builder" or "Contractor") and Duplin County, a body politic and a political subdivision of the State of North Carolina (hereinafter called the "County," "Duplin County," or "Owner").

For the Project: Design and Construction of a Services to the Aged and Veterans Services Facility

Location: 77.981 longitude and 34.951 latitude in Kenansville, NC

Description: Construction of an approximately 12,363 square foot building and associated site work per construction documents dated 7/21/23.

CONTRACTOR:

DANIELS & DANIELS CONSTRUCTION COMPANY, INC.
P.O. Box 10337, Goldsboro, NC, 27532
Phone 919-778-4525
Fax 919-778-6850
and

OWNER:

Duplin County
P.O. Box 950
Kenansville, NC 28349

The Owner and the Contractor sometimes are referred to herein individually as "Party" and collectively as "Parties". The Owner and the Contractor hereby agree as follows:

WITNESSETH:

Whereas the Owner published a Second Request for Qualifications ("RFQ") the 8th day of June 2022 seeking the submission of Statements of Qualifications to act as a design builder to furnish professional design and construction services during the design and construction of the Project identified and described in that Request for Qualifications; and

Whereas the undersigned Design-Builder submitted a responsive Statement of Qualifications; and

Whereas the Owner has evaluated the Statement of Qualifications and approved the selection of the undersigned Design-Builder to furnish professional design and construction services during the design and construction of the Project; and

Whereas the Design-Builder and the Owner now wish to form and memorialize their agreement for design build services, which includes Owner's Second RFQ and Design-Builder's Response to same.

Now therefore, for the consideration hereinafter set forth, the Design-Builder and the Owner agree as follows:

1. CONTRACT DOCUMENTS; PRIORITY

The design-build documents (hereinafter called "Contract Documents") consist of this Agreement, the Supplementary Conditions which are fully incorporated into this Agreement and any subsequent Modifications to this Agreement, the RFQ and addenda thereto, and the Statement of Qualifications. The Contract Documents form the Contract. In the event of any inconsistency between or among the Contract Documents the Contract Documents shall be interpreted in the following order of priority:

- a. This Agreement and incorporated Supplementary Conditions attached as Exhibit 1 and any subsequent modifications to this Agreement.
- b. Exhibit 2
- c. Change Order
- d. Change Directives
- e. Second RFQ and addenda thereto.
- f. The Design-Builder's Statement of Qualifications and addenda thereto.
- g. Design-Build Agreement Part I

2. SCOPE OF WORK

The Design-Builder shall furnish and deliver all of the materials, and perform, and be fully responsible for all of the Work required by this Agreement within the time period stipulated in a written Notice-to-Proceed to be executed by the Design-Builder and Owner and in accordance with the following enumerated documents, which are made a part hereof as if fully contained herein:

- a. Design Drawings prepared by Intrepid Architecture, PA (A/E firm)
- b. Construction Drawings prepared by: Intrepid Architecture (A/E firm)
- c. Written specifications prepared by: Intrepid Architecture (A/E firm)
- d. Drawings (Pending), which fully describes the work to be performed, such work (hereinafter called the "Work") Drawings will be incorporated by Amendment.

Project Description: The project will include:

- List of services includes:
- Specifications
- Survey
- Soil Borings
- Drawings
- Permits
- Construction Oversight
- Schedules and Meetings
- Building Permits
- Review Fees
- Construction

Stormwater and Erosion Control Compliance

3. TERM AND SCHEDULING

- a. The Design-Builder agrees to commence work pursuant to the written Notice-to-Proceed.
- b. The Design-Builder agrees to complete substantially all Work included within 420 calendar days from the Notice to Proceed.
- c. Time is of the essence with respect to all dates specified in the Contract Documents as Completion Dates.
- d. The Design-Builder shall perform the Work in the time, manner and form required by the Contract Documents and as stipulated in a written Notice-to-Proceed to be executed by the Design-Builder and Owner.

4. STANDARD OF CARE AND DUTIES OF DESIGN-BUILDER

- a. The Design-Builder shall exercise reasonable care and diligence in performing the Work in accordance with the generally accepted standards of this type of Design-Builder practice throughout the United States and in accordance with applicable federal, state, and local laws and regulations applicable to the performance of these services and in accordance to the requirements of the contract documents. Design-Builder is solely responsible for the professional quality, accuracy, and timely completion and/or submission of all work.
- b. The Design-Builder shall not load or permit any part of the Work to be loaded with a weight that will endanger its safety, intended design, intended performance, or configuration.
- c. Design-Builder shall be responsible for all Design-Builder, subcontractor, and sub-subcontractor errors or omissions, in the performance of the Agreement together with the errors and omissions of any agent or employee of the Design-Builder or any subcontractor or sub-subcontractor. Design-Builder shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the Owner.
- d. Design-Builder is an independent contractor of Owner. Any and all employees of the Design-Builder engaged by the Design-Builder in the performance of any work or services required of the Design-Builder under this Agreement, shall be considered employees or agents of the Design-Builder only and not of the Owner, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Design-Builder.
- e. Design-Builder agrees that Design-Builder, its employees, agents and its subcontractors, if any, shall be required to comply with all federal, state and local anti-discrimination laws, regulations, and policies that relate to the performance of Design-Builder's services under this Agreement. The Design-Builder shall not discriminate against any employee, applicant for employment, contractor, or subcontractor with regard to race, ethnicity, biometric information, gender, gender identity, color, religion, sex, national origin, or veteran status. The Design-Builder agrees not to discriminate against any employee or applicant for employment because of physical or mental

disability in regard to any position for which the employee or applicant is qualified. -Builder agrees to take affirmative action to employ, advance in employment, and treat qualified disabled individuals without discrimination based upon their physical or ability in all employment practices.

s related to the performance of this Agreement require specific licenses, is, or related credentials Design-Builder represents that it and/or its employees, subcontractors engaged in such activities possess such licenses, certifications, or and that such licenses certifications, or credentials are current, active, and not in a pension or revocation.

-Builder shall supervise and direct the Work efficiently and with the Design-ist skill and attention. Except as specifically set forth in the Contract Documents the der shall be solely responsible for the means, methods, techniques, sequences and of construction, and for safety precautions and programs in connection with the Work. e Design-Builder shall be responsible to see that the finished Work complies with the Contract Documents.

-Builder shall appoint a competent Project Manager with general authority to Project for the Design-Builder. The Design-Builder shall also keep on the Project at uring the Work of the Design-Builder a competent Resident Superintendent and assistants who shall not be replaced without prior written approval by the Owner.

-Builder shall attend all progress conferences and all other meetings or conferences. -Builder shall be represented at these progress conferences by a representative authority of the Project Manager.

xpenses of providing samples for and assistance in any testing shall be borne by the der. Any Work in which untested materials are used without approval or written of the Owner and/or Designer shall be removed and replaced at Design-Builder's

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herby agrees to pay to the Design-Builder for the performance of all Work that th this Agreement, and the Design-Builder hereby agrees to perform all of the Work t-to-exceed **five million three hundred sixty-nine thousand five hundred ve Dollars (\$5,369,575.00)**. Not later than the fifth (5th) day of each calendar month uilder shall submit to the Owner's Representative a Request for Payment for work the previous calendar month. All unused contingency will be returned to the Owner.

Request for Payment shall be in form of a standardized invoice or AIA Document 2-703 appropriately addressed to Owner's Representative at P.O. Box 950 ansville, NC 28349 and shall show substantially the value of work done during the ious calendar month.

amount due for payment shall be ninety-five percent (95%) of the value of work pleted since the last Request for Payment and this amount shall be paid by the

Owner on or before the last business day of the month. Owner shall retain five percent (5%) (the "Retainage").

(1) Upon Owner's Representative's certification that fifty percent (50%) of the Work has been satisfactorily completed Retainage shall be reduced to two and one half percent (2½%).

(2) Upon Owner's Representative's certification that ninety percent (90%) of the Work has been satisfactorily completed Retainage may be discontinued thereafter. Retainage may be discontinued, at Owner's sole discretion, so long as work continues to be completed satisfactorily and on schedule and the Design-Builder has sufficient funds remaining on the Contract to complete the Work and complete the Project.

(iii) Final payment shall not be due to the Design-Builder until thirty (30) days after Final Completion of the Work, including any and all punch list work, has been satisfactorily completed and an appropriate Affidavit, Indemnification, and Release as required in the Supplementary Conditions has been received by Owner.

b. Should Owner reasonably determine that Design-Builder has failed to perform the Work related to a Request for Payment, Owner, at its discretion may provide the Design-Builder, in writing, ten (10) days to cure the breach. Owner may withhold the accompanying payment without penalty until such time as Design-Builder cures the noticed breach.

(i) Should Design-Builder or its representatives fail to cure the breach within ten (10) days after the written notice or fail to reasonably agree in writing to such modified schedule, Owner may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Design-Builder.

(ii) This section shall not be interpreted to limit the definition of breach to the failure to perform the Work related to a Request for Payment.

c. The Design-Builder has included in the Contract Price and shall pay all taxes assessed by any authority on the Work or the labor and materials used therein. It shall be the Design-Builder's responsibility to furnish the Owner documentary evidence showing the materials used and sales and use tax paid by the Design-Builder and each of its subcontractors.

d. Should the Owner receive notice from any source that the Design-Builder has failed to pay a subcontractor/supplier for the Work performed related to a Request for Payment, Owner shall have the authority to withhold payment of the disputed amount until the parties resolve the payment dispute to the satisfaction of the Owner, such resolution to be documented in writing. Failure to pay the Design-Builder pursuant to this section of the Agreement shall not be deemed to be a breach of the Agreement.

6. NON-APPROPRIATION

a. Design-Builder acknowledges that Owner is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory

- mandate.
- b. In the event that public funds are unavailable and not appropriated for the performance of Owner's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Owner immediately upon written notice to Design-Builder of the unavailability and non-appropriation of public funds. It is expressly agreed that Owner shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis. The Owner shall not be liable for any damages to the Design-Builder whether direct, indirect, liquidated, or unliquidated. In the event Owner activates this non-appropriation provision, Design-Builder shall be paid for all work performed and all building materials on hand at the date of termination. In the event that Owner activates this non-appropriation provision, Design-Builder shall be paid in full for all work performed and all building materials on hand as of the Agreement termination date.

- c. In the event of a change in the Owner's statutory authority, mandate and/or mandated functions, by state and/or federal legislative or regulatory action, which adversely affects Owner's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to Owner upon written notice to Design-Builder of such limitation or change in Owner's legal authority. The Owner shall not be liable for any damages to the Design-Builder whether direct, indirect, liquidated, or unliquidated.

7. NOTICES

Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Owner:
Duplin County
Attn: Manager
P.O. Box 950
Kenansville, NC 28349

Design-Builder:
Daniels & Daniels
Attn: Jeremiah Daniels
P.O. Box 10337
Goldsboro, NC 27532

8. MISCELLANEOUS

- a. Duties and Obligations imposed by the Contract Documents shall be in addition to any Duties and Obligations imposed by state, federal, or local law, rules, regulations and ordinances.
- b. No act or failure to act by the Owner or Design-Builder shall constitute a waiver of any right or duty granted them under the Contract Documents, nor shall any act or failure to act constitute any approval except as specifically agreed in writing.
- c. The Work shall be tested and inspected as required by the Contract Documents and as required by law. Unless prohibited by law the costs of all such tests and inspections related to state and federal codes such as, including but not limited to, ADA, Administrative, Electrical, Plumbing, Mechanical and Building Codes shall be borne by the Design-Builder. The costs for material and structural testing shall be conducted by an independent third party at the expense of the Owner. Delays related to any of the aforementioned tests and inspections shall not be grounds

for delaying the completion of the work. If any such tests and inspections reveal deficiencies in the Work such that the Work does not comply with terms or requirements of the Contract Documents and/or the requirements of any code or law the Design-Builder is solely responsible for the cost of bringing such deficiencies into compliance with the terms of the Contract Documents and/or any code or law.

- d. Should the Designer, if a Designer is retained for the project involving the Work, or Owner reject any portion of the Work for failing to comply with the Contract Documents Design-Builder shall immediately, at Design-Builder's expense, correct the Work. Any such rejection may be made before or after substantial completion. If applicable, any additional expense borne by the Designer under this section shall be paid at Design-Builder's expense.

- e. The Design-Builder shall not assign any portion of this Agreement nor subcontract the Work in its entirety without the prior written consent of the Owner.

- f. The Design-Builder and Owner shall list any and all architects, consultants, designers, engineers, and other professionals, together with all related license information, employed, engaged, contracted, or subcontracted to perform any part or portion of the Work. Such list shall be provided as Exhibit 2 hereto. Exhibit 2 shall be updated regularly as such architects, consultants, designers, engineers, and other professionals are retained and/or hired.

9. CONSEQUENTIAL AND LIQUIDATED DAMAGES

- a. Owner and Design-Builder accept the following liquidated damages provisions:

(1) It is mutually recognized that time is an essential element of the Agreement, and that delay in completing the work will result in damages due to public inconvenience, interference with business, and the increasing of engineering, inspection, and administrative costs to the Owner. It is therefore agreed that in view of the difficulty of making a precise determination of such damages, a sum of money in the amount **Five Hundred Dollars (\$500) per day** will be charged against the Design-Builder for each calendar day that the work remains uncompleted after the expiration of the completion date, not as a penalty but as liquidated damages. Should the Design-Builder or, in case of default, the Surety fail to complete the Work by the completion date, a deduction of the amount stipulated in the Contract Documents as liquidated damages will be made for each and every calendar day that such Work remains uncompleted. This amount will be deducted from any money due the Design Builder or its Surety under the Contract Documents, and the Design-Builder and its Surety will be liable for any liquidated damages in excess of the amount due. In case of default of the Agreement and the completion of the work by the Owner, the Design Builder and its Surety will be liable for the liquidated damages under the Contract Documents, but no liquidated damages will be chargeable for any delay in the final completion of the work by the Owner due to any action, negligence, omission, or delay of the Owner. In any suit for the collection of or involving the assessment of liquidated damages, the reasonableness of the amount stipulated in the Contract Documents will be presumed. The liquidated damages referred to herein are intended to be and are cumulative, and will be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or

under the contract. Permitting the Design-Builder to continue and finish the work or any part thereof after the expiration of the completion date shall in no way operate as a waiver on the part of the Owner of any of its rights under this Agreement.

- (ii) Design-Builder acknowledges any contract between a political subdivision of the state and another party includes by implication the existing law of the State of North Carolina. The waiver of sovereign immunity therefore is limited to the waiver of immunity for contracts that include the law of North Carolina. To preserve its sovereign immunity, Owner may not agree to waive provisions of North Carolina law. A clause requiring liquidated damages or cancellation fees to be paid by the Owner changes the law under which sovereign immunity for breach of contract was waived. Therefore, the Owner, as a political subdivision of North Carolina, cannot agree to a clause providing for liquidated damages or cancellation fees to be paid by Owner.

b. Owner and Design-Builder mutually waive any claim against each other for consequential damages. Consequential Damages include:

- (i) Damages incurred by Owner for loss of use, income, financing, or business.
- (ii) Damages incurred by Design-Builder for office expenses, including personnel, home office overhead, filed office overhead, loss of financing, profit, income, business, damage to reputation, damage to bonding capacity, or any other non-direct damages.

10. ENTIRE AGREEMENT

All of the documents listed, referenced or described in this Agreement, the written Notice-to-Proceed, together with Modifications made or issued in accordance herewith are the Contract Documents, and the work, labor, materials, and completed construction required by the Contract Documents and all parts thereof is the Work. The Contract Documents constitute the entire agreement between Owner and Design-Builder. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by electronic signatures. If any provision of the Agreement or Supplementary Conditions shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

This Contract, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Contract may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Contract by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and date first above written in a number of counterparts, each of which shall, without proof or accounting for other counterparts, be deemed an original contract.

DUPLIN COUNTY:

By:

Chairman

Duplin County Board of Commissioners

DESIGN-BUILDER:

By:

Jeremiah Daniels, Vice President

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

Finance Officer

EXHIBIT 1---SUPPLEMENTARY CONDITIONS

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ARTICLE 1. DEFINITIONS

1.1 Agreement - The Design Build Contract and these Supplementary Conditions.

1.2 AIA - The American Institute of Architects.

1.3 ASTM - The American Society for Testing and Materials.

1.4 Beneficial Occupancy – Use of the Project by the Owner after Substantial Completion, but prior to Final Completion.

1.5 Change Order - A written order to the Design-Builder signed by the Owner authorizing an addition, deletion, or revision in the Work and/or an adjustment in the Contract Price and/or the Contract Time issued after execution of the Design Build Contract. See paragraph 1.3.1.

1.6 Completion Date - Those dates identified as Completion Dates in the Contract Documents.

1.7 Design Build Contract – The document executed by the Design-Builder and the Owner to formally memorialize their consent to the terms of the Project and referred to as the Agreement.

1.8 Change Directive – A written order to the Design-Builder signed by the Owner directing an addition, deletion, or revision in the Work after execution of the Design Build Contract, in circumstances when the parties have been unable to agree on an adjustment to the Contract Price or the Contract Time, but the Owner requests that the Design-Builder proceed with said addition, deletion, or revision in the Work subject to adjustment of the Contract Price and/or Contract Time under the procedures described herein.

1.9 Design Build Schedule - That schedule prepared by the Design-Builder and submitted for the Owner detailing the schedule for the Work. The Design Build Schedule shall not exceed time limits imposed by the Contract Documents.

1.10 Contract Documents - All of the documents that make up the Agreement, plus the Drawings and Specifications that describe the scope of the Work, plus allowable Modifications to the Contract Documents.

1.11 Contract Price - The total monies payable to the Design-Builder pursuant to the Contract Documents.

1.12 Contract Time - The number of calendar days stated in, or computed from, the Contract Documents for the completion of the Work, or any portion thereof. See, particularly, Article 1.2 hereof and the Contract Construction Schedule. Time of completion as specified therein is of the essence. The time used and referred to on the Project will be that time which is observed in North Carolina, being Eastern Daylight Savings Time (EDT), Eastern Standard Time (EST), or other as designated by the Designer.

1.13 Contractor(s) - The Contractor(s) shall be any entity performing construction work for the Design-Builder. Any Contractor(s) used or retained by Design-Builder shall be licensed by and in North Carolina to perform such work for which it is used or retained.

1.14 Days - Unless otherwise indicated, the term "days" shall mean consecutive calendar days.

1.15 Daylight Hours - The hours or portions of hours between sunrise and sunset local time.

1.16 Drawings - The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location, and dimensions of the Work, and generally including plans, elevations, sections, details, schedules and diagrams. A list of the Drawings is contained in the Contract Documents.

1.17 Field Order - A written order issued by the Owner's Representative which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with the Contract Documents. See paragraph 1.3.2.

1.18 Final Completion - The point at which the Design-Builder has completed the Work, with the exception of warranty and warranty obligations and as determined by the Designer and becomes entitled to final payment upon the recommendation of the Designer and determination by the Owner.

1.19 The words "furnish," "furnish and install," "install," and "provide" or words with similar meanings shall be interpreted, unless otherwise stated, to mean furnish and install complete, in place and ready for service.

1.20 Liquidated Damages – See paragraph 1.2.18 of these Supplementary Conditions.

1.21 Modification - (A) a written amendment to the Contract Documents signed by the Owner and the Design-Builder and identified therein as such, (B) a Change Order, (C) Change Directive, or (D) a Field Order. A Modification may only be issued after execution of the Agreement.

1.22 Notice of Award - The written notice by the Owner to the Design-Builder that the Design-Builder is the candidate chosen pursuant to the RFQ process and that upon compliance with the conditions precedent to be fulfilled by the Design-Builder within the time specified, the Owner will execute and deliver the Agreement to the Design-Builder.

1.23 Notice - The term "notice" or "written notice" as used herein shall mean and include all written notices, demands, instructions, and claims approvals and disapprovals furnished by the Owner to obtain compliance with the requirements of the Contract Documents, as well as all written notices, demands, instructions and claims furnished by the Design-Builder as required by the Contract Documents. Where notice is required under the terms of the Contract Documents written notice shall always be required, and oral or "constructive" notice shall be insufficient and ineffective as notice. Email or other electronic delivery shall be insufficient and ineffective as notice unless specifically allowed by the Supplementary Conditions or a Modification to the Agreement. Written notice shall be deemed to have been duly served on the date that it is delivered in person to the individual or to a member of the firm, to an officer of the corporation for whom it is intended, to an authorized representative of such individual, firm, or corporation, or on the date that it is mailed by registered or certified mail, return receipt requested, addressed to the last business address of such individual, firm, or corporation known to the person giving the notice. Written notice may also be given by facsimile transmission, provided that proof of delivery is obtained. In the case of delivery in person, such delivery shall not be effective unless and until a written and signed receipt showing the date and time of delivery is obtained.

1.24 Notice to Proceed - See paragraph 1.2.3.

1.25 Owner - The Owner is the person or entity designated as such in the Agreement. However, when any notice or request is required by the Contract Documents to be made to Owner and Owner's Authorized Representative Owner refers to the Duplin County Manager or authorized designee.

1.26 Owner's Authorized Representative (or "Owner's Representative") - A person, or persons, employed by the Owner and designated from time to time by written notice to the Design-Builder to administer the Contract Documents, and to observe and monitor the Work on behalf of the Owner with authority and responsibility as herein specified.

1.27 Payment Bond - A bond given by a surety to cover any amounts that, because of Design-Builder's default, are not paid to a subcontractor or materialman. The Payment Bond required herein shall be in an amount equal to one hundred percent (100%) of the contract value and shall comply with Article 3 of Chapter 44A of the North Carolina General Statutes.

1.28 Performance Bond - A bond given by a surety to ensure timely performance of a contract and all Work associated therewith. The Performance Bond required herein shall be in an amount equal to one hundred percent (100%) of the contract value and shall comply with Article 3 of Chapter 44A of the North Carolina General Statutes.

1.29 Project - The total design and construction of which the Work performed under the Contract Documents may be the whole or a part.

1.30 Project Manager - That person designated by the Design-Builder in accordance with paragraph 7.2 who shall be in general charge of the Work and its performance and who shall have the authority set forth in the last sentence of paragraph 7.2.

1.31 Request for Information - A written communication from the Design-Builder to the Owner for any interpretation of, or information needed, required, or desired under the Contract Documents. The Owner reserves the right to determine the reasonable format and contents required for a Request for Information. In any Request for Information, the Design-Builder shall state a reasonable date by which a response is necessary in order to avoid delay in progress on the Work and shall make such request sufficiently in advance of such date as to avoid any such delay. The Owner shall respond in writing to the Request for Information by the date stated by the Design-Builder unless he cannot reasonably do so, in which case he shall prior to that date notify the Design-Builder of the date by which he can reasonably respond. The Design-Builder shall not be entitled to any additional time for the completion of the Work or any portion thereof by reason of the Owner's failure to respond if he has not submitted its Request for Information sufficiently in advance to allow the Designer a reasonable time within which to respond.

1.32 Request for Payment - The form, in the form of AIA Document G702 (latest ed.) or other published document approved by Owner, which is to be used by the Design-Builder in requesting progress payments and which is to include a Schedule of Values as required by the Contract Documents and an affidavit of the Design-Builder that progress payments therefore received from the Owner on account of the Work have been applied by the Design-Builder to discharge in full all the Design-Builder's obligations incurred in connection with Work covered by all prior applications for payment. See paragraph 19.2.

1.33 Resident Superintendent - That person designated by the Design-Builder in accordance with paragraph 7.2 who has day-to-day responsibility for the prosecution of the Work and the obtaining of proper materials and equipment, and adequate labor and who shall have the authority set forth in the last sentence of paragraph 7.2.

1.34 Schedule of Values - The agreed upon breakdown of the Contract Price which may be required by the Contract Documents, and designated as such. See paragraph 19.1.

1.35 Service Instruments or Instruments of Service refer to representations of the creative work of the

Design-Builder and may include drawings, sketches, specifications, or similar items.

1.36 Specifications - That portion of the Contract Documents consisting generally of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work and performance of related services.

1.37 Subcontractor - A person, firm, or corporation who has entered into a direct contract with the Design-Builder or Contractor to perform any of the Work at the Project or a person or entity supplying materials to be used or consumed in the completion of the Work.

1.38 Submittal - Shop drawings, product data, samples, and other documents required by the Contract Documents to be submitted by the Design-Builder to the Owner.

1.39 Submittal Register - See paragraph 12.2 of these Supplementary Conditions.

1.40 Substantial Completion - The point at which the Work, and Work by other Contractors on or in connection with the Project, is sufficiently complete, as determined by the Owner's Authorized Representative, in accordance with the Contract Documents that it can be beneficially occupied by the Owner, and the Work can be utilized by the Owner for its intended use, and all necessary permits and permissions for Beneficial Occupancy and utilization having been obtained by the Design-Builder. All operations and maintenance manuals, Owner training, and as-built drawings must be submitted prior to Substantial Completion being achieved.

1.41 Sub-subcontractor - A person or entity that has a direct or indirect contract with a Subcontractor to perform any of the Work at the Project or a person or entity supplying materials to be used or consumed in the completion of the Work.

1.42 Work - The construction and services required by the Contract Documents, including all labor, materials, equipment, and services provided or to be provided by the Design-Builder to fulfill the Design-Builder's obligations.

1.43 All references in the Contract Documents to the masculine shall be interpreted as including the feminine or neuter and all references in the Contract Documents to the singular or the plural shall be interpreted as including the other, as may be appropriate in the reasonable interpretation of the Contract Documents.

ARTICLE 2. CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

2.1 It is the intent of the Specifications and Drawings and other Contract Documents to describe a complete Project in accordance with the Contract Documents.

2.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Design-Builder finds a conflict, error, or discrepancy in the Contract Documents, the Design-Builder shall notify the Owner's Authorized Representative in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given preference in the following order: Design Build Contract, Modifications, Addenda, Supplementary Conditions, Specifications, and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words

which, so applied, have a well-known technical trade meaning shall be deemed to refer to such meaning and to incorporate any recognized standards which are a part of such meaning if not otherwise defined within the Contract Documents.

2.2.1 The Design-Build Documents shall not be construed to create a contractual relationship of any kind: (1) between the Architect and Owner, (2) between the Owner and a Contractor or Subcontractor, or (3) between any persons or entities other than the Owner and Design-Builder, including but not limited to any consultant retained by the Owner to prepare or review the Project Criteria.

2.3 Miscellaneous items, accessories and work which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or useable structure or plant providing the indicated function shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the Owner's Authorized Representative before installation. This requirement is not intended to include major components not covered by or inferable from the Contract Documents.

2.4 The Work of all trades under the Contract Documents shall be coordinated by the Design-Builder in such a manner as to obtain the best workmanship possible for the entire Project and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.

2.5 The Design-Builder shall fully complete the Work and shall be responsible for all of the Work under the Contract Documents to which the Design Build Contract applies. If the Design-Builder is prevented from doing so by any limitation of the Contract Documents, the Design-Builder shall immediately give notice thereof to the Owner's Authorized Representative in writing.

2.6 Standard specifications or manufacturers' literature, when referenced, shall be of the latest revision or printing unless otherwise stated and is intended to establish the minimum requirements acceptable.

2.7 For those materials specified without the use of brand names, the Design-Builder shall submit within thirty (30) days after its receiving the Design Build Contract for signatures, any product that meets the express requirements of the Specifications. Such Submittals shall include manufacturer's data, test reports, performance data and certifications, samples, erection details, and other applicable information as required to permit determination by the Owner's Authorized Representative whether such proposed products are suitable. The Owner's Authorized Representative shall be the sole judge as to the suitability of any proposed product. The burden of proof of quality rests with the Design-Builder.

2.8 The Design-Builder is required to examine and read the complete set of Contract Documents for information concerning the Work. No allowance will be made for the Design-Builder's failure to become familiar with the complete set of project documents.

2.9 Design-Builder's requests for clarification or information shall clearly define the cause(s) of Design-Builder's request and, as appropriate, shall include Design-Builder's interpretation and Design-Builder's proposed solution.

ARTICLE 3. FAMILIARITY WITH WORK, CONDITIONS AND LAWS

3.1 The Design-Builder has investigated prior to responding and is satisfied with all conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage.

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of materials, availability of labor, water, electrical power, roads and uncertainties of weather, or similar physical conditions at the Project site, and the character of equipment and facilities needed prior to and during prosecution of the Work. The Design-Builder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from inspection of the Project site, including all exploratory work done by the Owner as well as from information presented by the Contract Documents, or any other information made available to the Design-Builder prior to its response. Any failure by the Design-Builder to become acquainted with the available information shall not relieve the Design-Builder from the responsibility for estimating properly the difficulty or cost of successfully performing the Work.

3.2 The Design-Builder shall be entitled to make all inferences from the Contract Documents that would reasonably be made by a Design-Builder having knowledge and experience with similar work; however, the Design-Builder shall not be entitled to infer from the Contract Documents any fact or condition which would not be inferred by a Design-Builder having knowledge and experience with similar work and the Design-Builder shall be required to obtain independently such other information as a knowledgeable and experienced Design-Builder would prudently obtain in order to evaluate any such condition.

3.3 The Design-Builder specifically acknowledges familiarity with all federal, state, and local laws, ordinances, rules, and regulations which may in any manner affect those engaged or employed in the Work, or the materials or equipment in or about the Work, or in any way affect the conduct of the Work and agrees that the Design-Builder and the Design-Builder's employees, subcontractors, and suppliers will, at all times, have knowledge of and comply with same. If the Design-Builder shall discover any provisions in the Contract Documents which are contrary to or inconsistent with any such law, ordinance, rule, or regulation, the Design-Builder shall immediately give notice thereof to the Owner's Authorized Representative in writing, identifying any items of Work affected, and the Design-Builder shall not proceed until the Design-Builder has received written direction from the Owner's Authorized Representative with respect to these items. If the Design-Builder performs contrary to or inconsistently with any such law, ordinance, rule, or regulation without such written direction, the Design-Builder shall bear all costs which are a consequence of such performance.

3.4 At times selected by the Owner's Authorized Representative after execution by the Design-Builder of the Construction Agreement, a pre-construction conference shall be scheduled and conducted for the benefit of the Project.

ARTICLE 4. BONDS

4.1 A Performance Bond in the full amount of the Contract Price shall be required of the Design-Builder to guarantee the faithful performance of the Work in compliance with the Contract Documents, in such form as may be required by applicable state and local law and approved by the Owner. The Performance Bond shall be dated the same date as the Design Build Contract and must be accompanied by a current copy of the power of attorney for the attorney-in-fact executing such bond on behalf of a surety company licensed to do business in the State of North Carolina. In the event the bond is found to be void or that the surety has insufficient funds to insure faithful completion of the Project, Owner may require Design-Builder to obtain new or additional bonds.

4.2 A Payment Bond in the full amount of the Contract Price shall be required of the Design-Builder to guarantee the payment of all labor and material costs or claims in connection with compliance with the Contract. The Payment Bond shall be in such form as may be required by law and approved by the Owner. Said bond shall be dated and executed in the same manner as the Performance Bond in paragraph 4.1. In the event the bond is found to be void or that the surety has insufficient funds to insure faithful completion of the Project and related payment, Owner may require Design-Builder to obtain new or

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additional bonds.

ARTICLE 5. INSURANCE AND INDEMNITY

5.1 DESIGN-BUILDER PROVIDED INSURANCE

The Design-Builder shall, without limiting its obligations or liabilities, procure, pay for and maintain such insurance as is required by law and as is required by the Agreement to protect the Design-Builder and the Owner from claims for damages for bodily injury, including death, and from claims for property damage, which may arise from the Design-Builder's or its representatives', consultants', subcontractors', agents', or employees' operations related to the Project and Work. Such insurance shall be of the kinds and have limits of liability and coverages not less than the minimum limits hereinafter specified or required by law, whichever is greater. The Owner makes no representation as to the adequacy or sufficiency of such coverages.

The following requirements shall in no way be construed to limit or eliminate the liability of the Design-Builder, which arises from performance of Work under the Agreement. The Design-Builder is strictly responsible for any losses, claims, and costs of any kind which exceed the Design-Builder's limits of liability, or which may be outside the coverage scope of the policies.

The insurance specified shall be provided by an insurer approved by the Owner, authorized to do such business in the State of North Carolina, and on terms approved by the Owner. Insurance companies utilized shall have a minimum rating of A- and Class VII as evaluated by the most current A.M. Best Rating Guide. If the insurer has a Best Rating less than A- and Class VII, the Design-Builder must receive specific written approval from the Owner prior to proceeding with any Work under the Agreement.

All agents and brokers shall hold valid licenses from the State of North Carolina. Before commencing mobilization to the Project site and not later than seven (7) days after the receipt of the Design Build Contract by the Design-Builder for signatures, the Design-Builder shall furnish to the Owner a certificate or certificates of insurance in a form satisfactory to the Owner. Upon request of the Owner, the Design-Builder shall provide the Owner with certified copies of the insurance policies required by this Article, including without limitation declaration pages, conditions, exclusions and endorsements, and confirmation that each policy premium has been paid for the required term of the Agreement. A copy of the umbrella policy shall be provided to Duplin County. Certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance policies shall provide, as evidenced by Certificates of Insurance, that the insurance shall not be canceled, reduced, restricted, or changed in any way without at least thirty (30) days prior written notice to the Owner.

With regard to expiration, cancellation, reduction, restriction, or any other change, certificates shall state: "Should any of the following described policies be canceled before expiration date or be due to expire within thirty (30) days, the insurer shall mail thirty (30) days prior written notice to named certificate holder." In the event of any such cancellation, non-renewal, reduction, restriction, or change in any insurance, the Design-Builder is obligated to replace such insurance within seven (7) days without a gap in coverage and file accordingly such notice with the Owner, and other interested parties. Failing immediate receipt of evidence of such replacement of insurance the Owner reserves the right to procure such insurance as the Owner considers desirable and the Design-Builder shall pay or reimburse the cost of the premium in respect thereof. It is expressly provided, however, that any action or inaction on the part of the Owner in this respect shall in no way change or reduce the Design-Builder's responsibilities and liabilities under the Agreement. Self-funded, policy fronting, or other non-risk transfer insurance mechanisms are not acceptable without prior written approval of the Owner. Full disclosure of such a program must be made prior to commencing mobilization to the Project site. Failure to make a full

disclosure constitutes a material breach of the Agreement, justifying termination for default.

The Design-Builder shall name the Owner as additional insureds under all its insurance contracts (except workers' compensation) with respect to and including without limitation liability arising out of activities performed by or on behalf of the Design-Builder, products and completed operations of the Design-Builder, and automobiles owned, hired, leased, or borrowed by the Design-Builder. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

For any claims related to this Project, the Design-Builder's insurance or self-insurance shall be primary and noncontributory with respect to the Owner's insurance. Any insurance or self-insurance maintained by the Owner shall be excess and noncontributory with respect to the Design-Builder's insurance. All policies of insurance shall contain a clause waiving rights of subrogation against the Owner, unless the Owner approves otherwise in writing. Limits of coverage are not to be amended by deductible clauses of any nature without the express written consent of the Owner.

The Design-Builder shall be solely responsible for any deductible assumptions that may exist in any insurance policies required under the Agreement. In addition, the Design-Builder shall be responsible and shall not be reimbursed for any losses arising from any risk or exposure not insured as required herein, or not covered as a result of a normal policy exclusion or that falls within the self-insured retention if Design-Builder is self-insured. The Design-Builder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The claim provisions in the Design-Builder's insurance policies must specifically state the insurance company or Design-Builder's Third Party Administrator, if self-insured, has both the right and duty to adjust a claim and provide defense. The policies shall not contain any provision or definition which would serve to exclude or eliminate from coverage third party claims, including exclusions of claims for bodily or other injury to shareholders, partners, officers, directors, or employees of the insured, the premises owner, real estate manager, or the insured's Subcontractor, or any family relative of such persons.

If the policies contain any warranty stating that coverage is null and void (or words to that effect) if the Design-Builder does not comply with the most stringent regulations governing the Work, it shall be modified so that coverage shall be afforded in all cases except for the Design-Builder's willful or intentional noncompliance with applicable government regulations. Any failure by any person to comply with reporting or other provisions of the policy including breach of warranties, shall not affect coverage provided to the Owner and its representatives, officials, and employees. The insolvency or bankruptcy of the Insured or of the Insured's estate shall not relieve the insurance companies of their obligations under these policies. Any clauses to the contrary are unacceptable and must be stricken. Failure to comply with these requirements shall be a material breach of the Agreement justifying immediate termination for default.

5.1.1 Worker's Compensation and Employers' Liability Insurance

The Design-Builder and its Subcontractors shall procure and maintain Workers' Compensation Insurance in the amount and type required by the State of North Carolina and federal law for all employees employed under the Agreement who may come within the protection of Workers' Compensation Laws and covering all operations under the Agreement whether performed by the Design-Builder or by its Subcontractors. In jurisdictions not providing complete Workers' Compensation protection, the Design-Builder and its Subcontractors shall maintain employers' liability insurance in an amount, form, company, and agency satisfactory to the State of North Carolina and the Owner for the benefit of all employees not protected by Workers' Compensation Laws and covering all operations under the Agreement whether performed by the Design-Builder or by its Subcontractors.

The Design-Builder shall pay such assessments as will protect the Design-Builder and the Owner from claims under the Workers' Compensation Laws, workers' or workmen's compensation disability benefits, and other similar employee benefit acts. Design-Builder shall provide documentation of its current Experience Modification Factor. Coverage under this section shall be as required by Federal and state Workers' Compensation and Occupational Disease Statutes, and shall have minimum limits as follows:

- Coverage A: Statutory, State of North Carolina Employers' Liability: Each Accident \$1,000,000
- Disease - Policy Limit \$1,000,000
- Disease - Each Employee \$1,000,000

Such insurance shall include a Waiver of Subrogation in favor of the Owner as well as other endorsements that may be required by applicable jurisdictions.

5.1.2 Automobile Liability Insurance

The Design-Builder shall procure and maintain automobile insurance against liability for bodily injury and property damage as described below, that may arise with respect to the Work being performed under the Agreement, and as will provide protection from claims which may arise out of or result from the Design-Builder's performance of the Work and the Design-Builder's other obligations under the Agreement, whether such performance of the Work is by the Design-Builder, by any representative or Subcontractor, by anyone, both officially and personally, directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

This policy of insurance shall carry the following minimum Limit of Liability:

- Automobile Liability \$100,000 Bodily Injury per Person /\$300,000 Bodily Injury per Accident / \$50,000 Property Damage per Accident, or
- \$300,000 Automobile Liability Combined Single Limit Bodily and Property Damage

The policy of insurance shall contain or be endorsed to include the following:

- a) owned, hired, and non-owned automobile liability.
- b) If the policy contains a warranty stating that coverage is null and void (or words to that effect) if the transporter does not comply with the most stringent regulations governing the Work, it shall be modified so that coverage shall be afforded in all cases except for the transporter's willful or intentional noncompliance with applicable government regulations.

Any failure by any party to comply with reporting or other provisions of the policy including breach of warranties, shall not affect coverage provided to the Owner and its representatives, officials, and employees. No subcontracting of waste hauling shall be permitted without prior, written approval of the Owner.

5.1.3 General Liability

This policy must be written on an Occurrence basis, with the following minimum Limits of Liability:

- General Aggregate per project \$2,000,000.00 Products/Completed Operations Aggregate \$2,000,000.00
- Bodily Injury and Property Damage csl/each occurrence \$1,000,000.00
- Personal Injury and Advertising Injury \$2,000,000.00

The policy of insurance shall contain or be endorsed to include the following:

- a) Blanket Contractual Liability covering Design-Builder's indemnification obligations under the Agreement, in accordance with ISO policy form CG 00 01. Modifications to the standard provision will not be acceptable if they serve to reduce coverage.

b) Premises/Operations Liability.

- c) Explosion, collapse, and underground fault.

d) Independent Design-Builders and Independent Subcontractors coverage.

e) Broad Form Property Damage.

f) Personal Injury

- g) Cross Liability/Severability of Interest clause.

h) Employer's Stop-Gap Liability endorsement, if applicable.

- i) Amendment of the Pollution Exclusion Endorsement to allow coverage for bodily injury or property damage caused by heat, smoke, or fumes from a hostile fire.

j) Designated General Aggregate Limit Endorsement if required by the Contract Documents. Coverage

shall remain continuously in effect and without interruption for at least 6 years from the date of the Notice of Award and shall include coverage for exposures arising from operations that have been completed. The Design-Builder shall furnish the Owner and each other additional insured listed in the Agreement to whom the Certificates have been issued, evidence satisfactory to the Owner of continuation of such insurance at the date of Preliminary Acceptance and each year thereafter.

5.1.4 Pollution Legal Liability (PLL)

Pollution Legal Liability coverage will be provided if required by the Supplementary Conditions.

5.1.5 Umbrella Liability

The Design-Builder shall maintain an occurrence basis (as distinguished from a "claims made" basis) Umbrella Liability policy (true follow form) over the underlying General Liability, Automobile Liability, and Employer's Liability, with the following limits of liability: Each Occurrence \$3,000,000, Aggregate \$3,000,000.

On a fully insured basis such coverage will be subject to a deductible no greater than \$10,000 per occurrence where coverage is not provided by the underlying insurance, but is provided by the Umbrella Liability policy.

The Design-Builder may use any combination of primary and umbrella insurance policies to comply with the insurance requirements, provided the resulting insurance is equivalent to the insurance stated herein.

All Occupational Disease exclusions must be deleted. Any Pollution Exclusion must be amended to allow coverage for bodily injury or property damage caused by spill, upset, overturn, heat, smoke, or fumes from a hostile fire.

5.1.6 Property Insurance

The Design-Builder shall purchase All Risk Property Insurance on a Completed Value Form in the names of the Owner, Design-Builder, Subcontractors, and sub-subcontractors as their interests may appear with limits as follows:

- a) Full insurance value of the Work, or
- b) Amount equal to the Contract Price for the Work, whichever is higher.

The Design-Builder is responsible for all physical damage to owned or rented machinery, tools, equipment, forms, and other items owned, rented or used by the Design-Builder and/or Subcontractor(s) in the performance of the Work. The insurance coverage evidencing such shall include a waiver of subrogation in favor of the Owner.

5.1.7 Valuable Papers and Records

The Design-Builder shall provide valuable papers and records insurance with coverage in an amount commensurate with project scope and set forth in the Supplementary Conditions.

5.1.8 Claims

The Design-Builder shall notify the Owner within twenty-four (24) hours of any claims or alleged claims received by the Design-Builder covered by any of the policies of insurance required in the Agreement. The Design-Builder shall provide a written copy of the claim or alleged claim to the Owner within three (3) days of the Design-Builder's receipt of the claim or alleged claim. If a claim is settled to the satisfaction of the claimant, the Design-Builder shall submit a copy of the claimant's release to the Owner. If a claim or alleged claim is rejected by the Design-Builder and/or its insurance company, the Design-Builder shall immediately report this fact to the Owner.

Should thirty (30) days elapse after the claim or alleged claim has been received by the Design-Builder, and the Design-Builder is not able to report a settlement or rejection of the claim, it shall report to the Owner the steps being taken with respect to the claim. Without limiting the foregoing, the Design-Builder shall notify in writing the county risk manager of any paid or incurred claims which may impair annual aggregate or general liability.

5.1.9 Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: a) the insurer shall reduce to a maximum of \$250,000 or eliminate such deductibles or self-insured retentions with respect to the Owner, or (b) the Design-Builder shall provide evidence of collateral provided to insurers or procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the deductible or self-insured retention amount. Any self-insured retention or deductible amount on the policy shall not reduce the amount of collectible limits or liability.

5.1.10 Subcontractors

The Design-Builder shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates, policies, and endorsements for each Subcontractor the Design-Builder intends to use. If a Subcontractor does not take out insurance in its own name and the Design-Builder wishes to provide insurance protection for such Subcontractor and such Subcontractor's employees, the Design-Builder shall either (a) procure appropriate policies in the name of the Subcontractor, or (b) cause a rider or riders to be attached to the Design-Builder's policies which shall identify the Subcontractor thereby covered; provided, however, in the case of the latter option, such a rider need not be attached to the Design-Builder's workers' compensation policy if such policy by its terms is sufficiently broad to cover the

employees of all Subcontractors performing Work under the Contract Documents. Except as otherwise approved by the Owner in writing, Limits of Liability and coverage scope must be at a minimum as stringent as required of the Design-Builder by the Contract Documents. All Work performed for the Design-Builder by any Subcontractor shall be pursuant to an appropriate agreement between the Design-Builder and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance as provided herein and which shall waive any and all potential claims by any Subcontractor or Sub-Subcontractor against Owner. Insurance monies received from any loss shall be divided as the respective interest of the parties affected shall appear.

5.2 OWNER CONTROLLED PROJECT SPECIFIC INSURANCE

In the event the Owner elects to purchase project-specific insurance affording coverage to the Design-Builder and Subcontractors, the terms and conditions of such coverage shall be set forth in the Supplementary Conditions.

5.3 INDEMNIFICATION

The Design-Builder, to the fullest extent not expressly prohibited by law, shall defend, indemnify, and save harmless the Owner and its respective officials, officers, employees, and agents from and against any and all liabilities (foreseeable or unforeseeable), penalties, fines, liens, forfeitures, demands, claims, causes of actions, suits, judgments, and costs and expenses incidental thereto, (including, without limitation, amounts paid pursuant to investigations, defense or settlements, and reasonable attorneys' fees), which any or all of them may hereafter suffer, incur, be responsible for, or pay out as a result of but not limited to:

- a) bodily injury (including sickness, disease, or death) to any person including but not limited to, the Design-Builder's employees or its representatives while on the site of the Project; or
- b) actual or alleged damage (including loss of use) to any property (public or private, including the Project or other property on the Project site); or
- c) contamination of or adverse effects on the environment arising directly or indirectly out of or in connection with the performance of the Work, including but not limited to any hazardous or toxic waste, substance, or constituent of any substance subject to regulation under CERCLA, RCRA, TSCA, and other Federal and state authorities that is spilled, released, threatening to release, or disposed of or destroyed by the Design-Builder or its Subcontractors on or off the site of the Project or while in transport to or from the site; or
- d) any violation or alleged violation of laws and regulations, arising out of or in any way connected with the Work, caused in whole or in part by the Design-Builder, any Subcontractor or supplier or any representatives of the Design-Builder. The Design-Builder shall not be required to indemnify the Owner against losses resulting from a breach of the Agreement by the Owner or its agents, or resulting from negligence, misconduct or violation of laws on the part of the Owner or its agents.
- e) upon completion of the Work, the Design-Builder shall execute an affidavit, indemnification, and release stating there are no unpaid debts for any work that has been done or materials that have been furnished to the Project prior to and as of the date of substantial completion and further stating that Design-Builder shall indemnify, save and protect Owner and Owner's lender, if any, harmless from and against any and all claims, liabilities, liens, losses, damages, causes of action, and expenses (including court costs and reasonable attorney's fees related thereto) arising out of, in connection with, or resulting from any such claims, liabilities, liens, losses, damages, causes of action, or expenses. Such affidavit, indemnification, and release shall be in a form and substance acceptable to Owner. By executing the

Agreement Design-Builder acknowledges the receipt of adequate consideration in return for said release.

f) The Design-Builder further agrees to obtain, maintain, and pay for such liability insurance coverages and endorsements as will insure the provisions of this paragraph 5.3. Furthermore, the Design-Builder agrees to be liable for and to indemnify and reimburse the Owner for all legal fees and disbursements paid or incurred to enforce the provisions of this paragraph. The indemnification obligations under this paragraph shall not be limited in any way by the amount, or type of damages, compensation or benefits payable under worker's compensation acts, disability benefit acts, other employment benefit acts, or the amount of insurance carried or recovered.

g) The Owner acknowledges that hazardous or toxic waste, material chemicals, compounds or substances, or other environmental hazards, contamination or pollution, (referred to hereinafter as "environmental hazards") may be present at the Project site that were not created, generated, or released at the Project site by the Design-Builder or its Subcontractors, agents or employees, acting alone or in concert with others. Unless the remediation, abatement or handling of such environmental hazards is part of the scope of the Work under the Agreement, then upon the discovery of such environmental hazards, the Design-Builder shall immediately, and in no event more than three (3) days later, give written notice to the Owner of the environmental hazards before they are disturbed. The Owner and the Owner's Authorized Representative shall thereupon promptly investigate the environmental hazards, and make such changes in the Drawings and/or Specifications as they may find necessary to abate, remediate, isolate or handle the environmental hazards. Any increase or decrease in the Contract Price or the Contract Time resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional Work and changes. It is agreed that the Design-Builder shall have no liability under the Agreement for any environmental hazards existing prior to the date that Work commences under the Agreement unless the Design-Builder or its Subcontractors, agents or employees, acting alone or in concert with others, by their own negligence or misconduct, release or expose the Owner or third parties to the environmental hazards. The provisions of this paragraph shall survive the termination or cancellation or completion of the Agreement.

5.5 NON-LIMITATION

The indemnification provisions of this Article 5 shall be supplemented by and in no way limited by any additional indemnification requirements of the Contract Documents. In the event of a conflict among the terms of any indemnification provision among the Contract Documents the provision requiring the greater indemnification of Owner shall control.

ARTICLE 6. OTHER RECORD DOCUMENTS AND SUBMITTALS

The Design-Builder shall submit to the Owner's Authorized Representative all Submittals required by the Contract Documents. The Design-Builder shall submit at least three (3) reproducible prints of all design drawings, specifications, 1 and shop drawings. The Design-Builder shall submit samples in quantities required by the Contract Documents. The Design-Builder shall submit product data in at least five (5) copies. All shop drawings shall be reviewed by the Design-Builder and shall bear the Design-Builder's stamp of approval before being forwarded to the Owner's Authorized Representative. Submittals shall be submitted in such time as to cause no delay to the Work or any part thereof and in accordance with the Contract Construction Schedule and Submittal Register. The Owner's Authorized Representative shall review the submittal with reasonable promptness, noting desired corrections, if any. The Owner's Authorized Representative shall retain two (2) copies of the submittal and shall return the balance of the reviewed submittal to the Design-Builder for action. The Design-Builder shall furnish any corrected submittal to the Owner's Authorized Representative. The Owner's Authorized Representative shall retain two (2) copies of the corrected submittal and will return the balance of the reviewed submittal to the Design-Builder. All substitutions shall be in accordance with the Contract Documents.

The Design-Builder acknowledges that the processing of drawings and other submittals is directly impacted by the clarity, completeness, and accuracy of said documents and that it is the Design-Builder's responsibility to (i) review and coordinate each submittal with all other related or affected Work and (ii) approve each submittal before submitting same to the Owner's Authorized Representative for approval.

6.1 No substitutions and no deviations from any requirement of the Contract Documents shall be deemed allowed unless the Design-Builder has specifically informed the Owner in writing of such deviations at the time of submittal and the Owner has given written and specific approval to the substitutions or deviations. In proposing a deviation or substitution the Design-Builder warrants to the Owner, notwithstanding any review, allowance or approval by the Owner's Authorized Representative or the Owner that the deviation or substitution is at least equal to or better in quality and for the purpose intended, and that Design-Builder shall not by reason of any such review, allowance or approval be relieved from any obligation or responsibility contained in the Contract Documents.

6.2 Review of submittal by the Owner's Authorized Representative shall not be construed as relieving the Design-Builder from responsibility for compliance with terms or designs of the Contract Documents nor from responsibility for errors of any sort in the submittal.

6.3 The Design-Builder shall keep one record copy marked "As-Built" of all Specifications, Drawings, Addenda, Modifications, and Submittals at the Project in good order and annotated at least monthly to show all changes made during the construction process. Such monthly annotations and their approval by the Owner's Authorized Representative shall be a condition precedent to approval by the Owner's Authorized Representative of each monthly Request for Payment. Said record copy shall be stored at the Project and fully protected from damage by fire or other hazard. This record copy shall be available to the Owner's Authorized Representative for inspection at all times and shall be delivered to the Owner's Authorized Representative for the Owner's purposes prior to the Owner's Authorized Representative's certifying Substantial Completion of the Work.

6.4 At completion of the Project and before Final Payment, the Design-Builder shall assemble and deliver to the Owner one complete set of all as-built drawings and one complete set of all approved submittals, product data, and samples which were reviewed by the Owner's Authorized Representative. These drawings and submittals shall be on paper, or in electronic or other media if required by the Supplementary Conditions. These drawings and submittals shall be categorized and packaged as directed by the Owner's Authorized Representative.

ARTICLE 7. DESIGN-BUILDER

7.1 The Design-Builder shall supervise and direct the Work efficiently and with the Design-Builder's best skill and attention. Except as may be set forth specifically in the Contract Documents, the Design-Builder shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs in connection with the Work. The Design-Builder shall be responsible to see that the finished Work complies accurately with the Contract Documents.

7.2 The Design-Builder shall appoint a Project Manager and shall keep on the Project at all times during its progress a competent Resident Superintendent and necessary assistants who shall not be replaced without prior written approval by the Owner except under extraordinary circumstances, in which event immediate written notice shall be given to the Owner's Authorized Representative. The Project Manager and the Resident Superintendent may be the same person or different persons. At any time, the Owner, in its sole and absolute discretion, may require the Design-Builder to replace the Project Manager or Resident Superintendent with an experienced and competent person or persons upon seven (7) days written notice from the Owner to the Design-Builder. Such replacement shall be at the Design-Builder's expense and at no cost to the Owner. Both the Project Manager and the Resident Superintendent shall

have authority to act on behalf of the Design-Builder, and instructions, directions or notices given to either of them shall be as binding as if given to the Design-Builder.

7.3 The Design-Builder shall provide sufficient competent and suitably qualified personnel, equipment, and supplies to lay out the Work and perform construction as required by the Contract Documents. The Design-Builder will at all times maintain good discipline and order at the site, and will comply with all applicable OSHA standards.

(a) Any person employed by the Design-Builder, any Subcontractor, or any sub-subcontractor who, in the sole opinion of the Owner or Owner's Authorized Representative, does not perform its Work in a proper and skilful manner, commits unlawful acts on the Project or is intemperate or disorderly shall, at the written request of the Owner or Owner's Authorized Representative, be removed forthwith by the Design-Builder, Subcontractor, or sub-subcontractor employing such person without cost to the Owner, and shall not be employed again in any portion of the Work without the written approval of the Owner's Authorized Representative.

(b) Should the Design-Builder fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work within three (3) days after written order, the Owner may withhold further payment by written notice until compliance with such order.

7.4 If, in the opinion of the Owner's Authorized Representative, any Subcontractor on the Project is incompetent or otherwise unsatisfactory, he shall be replaced by the Design-Builder with no increase in the Contract Price if and when directed by the Owner's Authorized Representative in writing.

7.5 The Design-Builder shall furnish and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, light, heat, and all other facilities and incidentals necessary for the execution, maintenance, initial operation, and completion of the Work, other than those specifically excluded by the Contract Documents and to be furnished by the Owner or others. When use or storage of hazardous materials or equipment or methods of more than ordinary risk are necessary in accomplishing the Work, the Design-Builder shall give the Owner's Authorized Representative reasonable advance notice. Design-Builder shall not pay in advance for any material, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, light, heat or other facilities and incidentals without the prior written consent of Owner. Unless otherwise provided herein Design-Builder shall store all supplies, materials, tools, and equipment on the Project site.

(a) If any materials are to be furnished or installed by the Owner or others under the terms of the Contract Documents, said materials shall be made available to the Design-Builder at the location(s) specified in the Contract Documents. All costs of handling, transportation from the specified location to the Project, storage, and installing of Owner-furnished materials shall be included in the Contract Price. The Design-Builder shall be responsible for any demurrage, damage, loss, or other deficiencies which may occur during the Design-Builder's handling, storage, or use of such Owner-furnished material. The Owner shall deduct from any monies due or to become due the Design-Builder any cost incurred by the Owner in making good any such damage, loss, or efficiency.

(i) Design-Builder shall be responsible for unloading any Owner-provided materials and for coordinating delivery of same.

(ii) In the event Owner fails to timely supply needed materials and said failure directly results in a delay in the Work's critical path the sole remedy for Design-Builder shall be a day for day extension of time.

(b) All equipment which is proposed to be used in the Work shall be of sufficient size and in such mechanical condition as to meet the requirements of the Work and produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously completed Work, adjacent property, or existing facilities shall result from its use.

(c) When the methods and equipment to be used by the Design-Builder accomplishing the Work are not prescribed in the Contract Documents, the Design-Builder shall be free to use any methods or equipment that will accomplish the Work in conformity with the requirements of the Contract Documents and the prevailing local standard.

(d) When the Contract Documents specify the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Owner's Authorized Representative. If the Design-Builder desires to use a method or type of equipment other than specified in the Contract Documents, the Design-Builder may request authority from the Owner's Authorized Representative to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it shall be on the condition that the Design-Builder shall be fully responsible for producing Work in conformity with the requirements of the Contract Documents. If, after trial use of the substituted methods or equipment, the Owner's Authorized Representative determines that the Work produced does not meet the requirements of the Contract Documents, the Design-Builder shall discontinue the use of the substitute method or equipment and shall complete the remaining Work with the specified methods and equipment at no additional cost to the Owner. The Design-Builder shall remove any deficient Work and replace it with Work of specified quality, or take such other corrective action as the Owner's Authorized Representative may direct. No change in the Contract Price or in Contract Time shall be made as a result of authorizing a change in methods or equipment under this paragraph.

7.6 All materials and equipment shall be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the Project site in their original packages or containers with seals unbroken and labels intact.

Materials shall be so stored as to assure the preservation of their quantity, quality, and fitness for the Work. Stored materials, even though approved before storage, may again be inspected by the Owner's Authorized Representative prior to their use in the Work and shall meet the requirements of the Contract Documents at the time they are incorporated into the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Design-Builder shall coordinate the storage of all materials with the Owner's Authorized Representative. Materials to be stored at the Project or on the Owner's property shall not create an obstruction to the Owner's reasonable activities. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Design-Builder shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Design-Builder shall furnish the Owner a copy of the property owner's permission. All storage sites on private or the Owner's property shall be restored to their original condition by the Design-Builder at its entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

7.7 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processor, except as otherwise provided in the Contract Documents.

7.8 The Design-Builder will be fully responsible for all acts and omissions of its Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that the Design-Builder is responsible for the acts and omissions of the Design-Builder's own employees. Nothing in the Contract Documents shall create any contractual relationship

between any Subcontractor or supplier and the Owner, or any obligation on the part of the Owner to pay or see to the payment of any money due any such Subcontractor or material furnisher except as may otherwise be required by law. The Owner's Authorized Representative may furnish to any Subcontractor or supplier, to the extent practicable, evidence of amounts paid to the Design-Builder on account of specific Work done.

7.9 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Design-Builder in dividing the Work among Subcontractors.

7.10 The Design-Builder agrees to bind specifically every Subcontractor to the terms and conditions of the Contract Documents for the benefit of the Owner and to furnish written evidence thereof to the Owner's Authorized Representative within seven (7) days after written request by the Owner.

7.11 The Design-Builder shall attend job progress conferences and all other meetings or conferences as directed by the Owner's Authorized Representative. The Design-Builder shall be represented at these job progress conferences by a representative having the authority of the Project Manager and by such other representatives as the Owner's Authorized Representative may direct. Job progress conferences shall be open to Subcontractors, suppliers and any others who may contribute beneficially toward maintaining required job progress, and such personnel shall be encouraged by the Design-Builder to attend. It shall be the principal purpose of job progress conferences to effect coordination, cooperation, and assistance in every practical way toward the end of maintaining progress of the Project on schedule and to complete the Work and the Project by the specified Completion Dates. The Design-Builder shall be prepared to assess progress of the Work as required in the Contract Documents and to recommend remedial measures for correction of progress as may be appropriate. Design-Builder shall preside over meetings and conferences held pursuant to this section and arrange for minutes to be taken and circulated. Owner's Authorized Representative or his/her designee shall attend all meetings held pursuant to this section and shall be provided a copy of all minutes from meetings held pursuant to this section, along with any documentation presented or discussed during such meetings.

(a) In the event that the prosecution of the Work is discontinued for any reason, the Design-Builder shall notify the Owner's Authorized Representative at least forty-eight (48) hours in advance of resuming operations.

(b) Should the terms of the Contract Documents require completion of one or more portions of the Work for the Beneficial Occupancy of the Owner prior to completion of the entire Work, the Design-Builder shall complete such portion(s) of the Work on or before the date specified. Such completion shall include the obtaining of all government or other permits, permission, and/or approvals necessary to occupancy. The Design-Builder shall independently estimate the difficulties involved in arranging the Work to permit such Beneficial Occupancy and shall not claim any additional compensation or time extension by reason of any delay or increased cost due to completing such portion(s) of the Work. The Owner's possession and use of such portion(s) of the Work shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. The Owner shall be responsible for the security, maintenance, utilities, and insurance of all portions of the Work completed and beneficially occupied by the Owner.

7.12 The Design-Builder shall pay all license fees and royalties, and assume all costs incident to the use of any invention, design process, or device which is the subject of patent rights or copyrights held by others, except for inventions, design processes, or devices specified by the Owner's Authorized Representative in the Contract Documents. The Design-Builder shall indemnify and hold harmless the Owner, its agents, officers, and employees, from and against all claims, damages, losses and expenses, including attorney's fees and costs of defense, arising out of any infringement or alleged infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any actual or alleged infringement of such rights.

7.13 The Design-Builder shall secure and pay for all permits, including without limitation construction permits and licenses, and will pay all governmental charges and inspection fees necessary for the prosecution of the Work.

7.14 The Design-Builder shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work and shall protect and indemnify the Owner and the Owner's officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Design-Builder or by the Design-Builder's employees, Subcontractors, sub-subcontractors, or their employees.

7.15 The Design-Builder shall be responsible for the entire site of the Project (except those under the Beneficial Occupancy of the Owner) and for its reasonable and necessary protection and security, as required by laws or ordinances governing such conditions, or by custom or sound construction practices, and shall share such responsibilities as may be agreed upon among them, or in the absence of such agreement, as may be directed by the Contract Documents or Owner's Authorized Representative. The Design-Builder shall be responsible for any damage to the Owner's property, or that of others, by the Design-Builder or the Design-Builder's employees, Subcontractors, sub-subcontractors, or their employees or agents, and shall make good such damages. The Design-Builder shall be responsible for and pay for any such claims against the Owner.

7.16 The Design-Builder shall protect all landscaping designated to remain in the vicinity of the operations and barricade all walks, roads, and areas as necessary to keep the public away from the construction.

7.17 The Design-Builder shall provide cover and/or protect all portions of the Work and provide all materials necessary to protect the Work whether performed by the Design-Builder or any of the Subcontractors or sub-subcontractors. Any Work damaged through the lack of proper protection, or from any other cause, shall be repaired or replaced without extra cost to the Owner or extension to the Contract Time.

(a) The Design-Builder shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective effort prosecuted day by day, with adequate equipment and forces so that the Work is maintained in satisfactory condition at all times. All costs of maintenance shall be included in the Contract Price and the Design-Builder will not be paid an additional amount for such effort. Should the Owner's Authorized Representative observe that the Design-Builder at any time has failed to maintain the Work as provided herein, the Owner's Authorized Representative may immediately notify the Design-Builder of such non-compliance. Such notification shall specify a reasonable time within which the Design-Builder shall be required to remedy such unsatisfactory maintenance condition. Should the Design-Builder fail to properly respond to the Owner's Authorized Representative's notification, the Owner may, at the Design-Builder's expense, take such action as it may deem appropriate to remedy the defective maintenance, including suspension of the Design-Builder's Work or any part thereof. Any such expense incurred by the Owner shall be deducted from monies due or to become due the Design-Builder.

(b) Parking lots, streets, and walks connecting to the Project area shall be protected by the Design-Builder from deposits of mud, sand, stone, litter, or debris in any form. Pedestrian traffic areas around the construction limits must be maintained in a clean and safe condition at all times with required barricades and covered walkways. When excavation or other operations outside the Project limits is required, the Design-Builder shall, immediately following that work, return the area to its original condition.

(c) All catch basins and storm drain lines in the vicinity of the Project site shall be protected at all times

from entry of dirt, rubble, debris and/or environmental contaminants. The residue from the cleaning of trucks, wheelbarrows, concrete buggies, etc. must be prevented from entering the drainage system, and if cleaning is done, the residue must be contained and removed from the Project site with other refuse.

7.18 No burning of refuse or debris shall be allowed inside, adjacent to, or around the Project during the course of construction without written authority from authorities having jurisdiction and the Owner.

7.19 The Design-Builder shall provide for and maintain necessary safety measures and safety programs for the protection of all persons involved with the Work. Such measures and programs shall include the requirements of the most current edition of the CAGC Safety and Health Manual [or the AGC Accident Prevention Manual in Construction], or equivalent requirements, and shall fully comply with all Federal, State, and local laws, rules, regulations, and building code requirements relating to the prevention of accidents or injuries to persons on or about the location of the Work.

All trenches, excavations, or other hazards in the vicinity of the Work shall be well barricaded, and properly lighted at night. When Work requires closing of an area normally used by the Owner or the public, the Design-Builder shall furnish, erect, and maintain temporary barricades, and properly light the area. The Design-Builder shall comply with any directions and public authorities in this respect.

7.20 The Design-Builder shall designate a responsible officer or employee as safety inspector, whose duties shall include accident prevention on the Project as well as implementation of the Design-Builder's safety measures and safety programs on the Project. The name of the safety inspector shall be made known to the Owner's Authorized Representative at the preconstruction conference.

7.21 In emergencies affecting the safety of persons, the Work, or property at the Project site or adjacent thereto, the Design-Builder is obligated to act in the Design-Builder's discretion to prevent threatened damage, injury, or loss. As soon as practicable, the Design-Builder shall notify the Owner's Authorized Representative of such emergency. The Design-Builder shall give the Owner's Authorized Representative prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused by such emergency. If the Design-Builder believes that additional work done in an emergency entitles the Design-Builder to an increase in the Contract Price or an extension of the Contract Time, the Design-Builder may make a claim therefore as provided in Articles 13 and/or 14.

7.22 The Design-Builder shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the Work. At least weekly and at the completion of the Work, the Design-Builder shall remove all waste materials and rubbish from and about the Project. At the completion of the Work, the Design-Builder shall remove all tools, construction equipment, machinery, and surplus materials. The Design-Builder shall leave the Work in condition for occupancy by the Owner such that no cleaning or other operations are required. Material cleared from the Project and deposited on adjacent property shall not be considered as having been disposed of satisfactorily. If the Design-Builder fails to keep the Project clean of waste materials or rubbish, fails to satisfactorily clean-up weekly or at the completion of the Work, the Owner may do so and the costs thereof may be deducted from any amounts due the Design-Builder.

7.23 Utilities, temporary facilities, and signs shall be provided as described in the Contract Documents. Absent a contrary direction in the Supplementary Conditions, the Design-Builder shall pay all bills for water, electricity, or other public utility service to the Project site.

7.24 The Design-Builder shall indemnify and hold the Owner, the Owner's consultants, and its officers, agents, and employees harmless against all costs, damages, and expenses, including attorney's fees and costs of defense, arising out of claims by any Subcontractor, sub-subcontractor, or supplier engaged by or employed by the Design-Builder or employed by any of the Subcontractors claiming

through it, including without limitation damages, losses, and expenses arising out of or relating to any inconvenience, delay, interference, or other action or non-action of the Design-Builder or the Design-Builder's Subcontractors on the Project.

7.25 Prior to completion of the Work and Final Payment of the Contract Price, excepting only those portions of the Work deemed accepted in accordance with the Contract Documents, the Design-Builder shall have charge and care of the Work, and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Design-Builder shall as required by the Owner replace, rebuild, repair, restore, and make good all injury or damage to any portion of the Work occasioned by any of the above causes before Final Completion and shall bear the expenses thereof.

7.26 In the event that the Work, or any portion thereof, is suspended at any time pursuant to an order of the Owner, the Design-Builder shall obey all instructions of the Owner regarding storage of materials, drainage, protection of the Work, and erection of temporary structures during the suspension period.

7.27 The Design-Builder shall be required to notify the Owner's Authorized Representative promptly of any event or condition which could affect the conduct or progress of the Work and shall cooperate fully with all other Owner's Authorized Representative on the Project site.

7.28 All Work performed pursuant to the Contract Documents shall conform in all respects to the North Carolina State Building Code and all other state, local, and national codes in effect at the time of and applicable to this Work.

7.29 The Design-Builder shall provide for and maintain necessary safety measures and safety programs for the protection of all persons at the Project site, and shall comply at all times with the requirements of the most current edition of the CAGC Safety and Health Manual [or the AGC Accident Prevention Manual in Construction], or the equivalent requirements of the Design-Builder's safety program, and shall fully comply with all Federal, State, and local laws, rules, regulations, and building code requirements so as to prevent accidents or injuries to persons on or about the Project site. The Design-Builder shall clearly mark or post signs warning of existing hazards, and shall barricade excavations, elevator shafts, stairways, and similar hazards. The Design-Builder shall protect against damage or injury resulting from falling materials, and shall maintain all protective devices and signs throughout the progress of the Work.

7.30 The Design-Builder shall adhere to the rules, regulations, and interpretations of the North Carolina Department of Labor's Occupational Safety and Health Standards for the Construction Industry (29 CFR Part 1926 as adopted in 13 NCAC 07F.0201, including 29 CFR Part 1910 General Industry Safety and Health Standards applicable to construction) and N.C. Gen. Stat. §95-126 through 155 (Occupational Safety and Health) as well as all revisions and amendments to such standards or statutes as may occur throughout the performance of the Work.

7.31 Any land disturbing activity performed by the Design-Builder in connection with the Project shall comply with all erosion control measures set forth in the Contract Documents and any additional measures which may be required in order to ensure that the Project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15 North Carolina administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 NCAC 4A, 4B, and 4C), and as may be revised or amended. Upon receipt of notice that a land-disturbing activity is in violation of said Act and/or ordinance, the Design-Builder shall be responsible for ensuring that all steps or actions necessary to bring the Project in compliance with said Act and/or ordinance are promptly taken. The Design-Builder shall be responsible for all penalties assessed pursuant to N.C. Gen. Stat. 113A-64 with respect to its Work, and shall indemnify and hold harmless the Owner from all costs and expenses,

including attorney's fees and costs of defense arising out of or related to the enforcement of the Act against any party or person described in this Article.

7.32 Any mechanical or electrical work such as sleeves, inserts, chases, etc. located in the Work of the Design-Builder for general work shall be built in by that Design-Builder. On multiple prime projects, the mechanical and electrical Design-Builders shall set all sleeves, inserts, and other devices built into the structure in cooperation and under the supervision of the Design-Builder for general work. The responsibility for exact location of such items shall be that of the mechanical, plumbing, or electrical prime Design-Builder.

7.33 The Design-Builder shall be responsible for permanently fixed service facilities and systems in use during progress of the Work and shall strictly adhere to the following procedures:

- a) Prior to acceptance of the Work by the Owner, the Design-Builder shall remove and replace any part of the permanent building systems damaged through use during construction.
- b) Temporary filters shall be installed in each of the heating and air conditioning units, return air grilles, and other locations to prevent intrusion of dust, dirt, and debris during construction. Temporary filters shall be removed and replaced with new filters immediately prior to Substantial Completion.
- c) Extra effort shall be maintained to keep the building clean and under no circumstances shall air systems be operated if finishing operations are creating dust in excess of what would be considered normal if the building were occupied.
- d) When the permanent lighting system is used during construction, lamps shall be replaced and shall be new on the date of Substantial Completion.

7.34 Upon execution of the Agreement Design-Builder grants to Owner an irrevocable license to use any and all Service Instruments for any purpose. Should Owner alter any such licensed Service Instruments without consent of Design-Builder Owner will release Design-Builder from any claim related to such alteration.

7.35 Design-Builder shall keep and maintain on site accounting records and all other records relating to the Project. Within fifteen (15) days of Owner's written request Design-Builder shall provide said accounting records, and any and all other records requested, to Owner for purposes of performing an audit or any other purpose.

ARTICLE 8. OWNER

8.1 The Owner shall issue communications and notices to the Design-Builder through the Owner's Authorized Representative to the extent contemplated by the Contract Documents.

8.2 In case of termination of the employment of the Owner's Authorized Representative, the Owner shall appoint as Owner's Authorized Representative a qualified person who shall have and assume all rights and duties held by the original Owner's Authorized Representative.

8.3 The Owner shall have the right to take possession of and use any portion of the Work notwithstanding the fact that the time for completion of such portion of the Work may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

8.4 A waiver on the part of the Owner of any breach of any part of the Design-Builder shall not be held

to be a waiver of any other or subsequent breach.

8.5 The Owner shall pay all permanent acreage fees, governmental impact fees, and meter deposits for permanent utilities.

8.6 Owner reserves the right to engage in or contract for construction activities related to the Project with Owner's employees or contractors. The Design-Builder shall maintain responsibility for coordinating these Owner performed activities with the Work.

8.7 Owner shall have access to the Work and Project at all times and locations. Owner shall comply with Project safety criteria during any such access.

ARTICLE 9. AUTHORIZED REPRESENTATIVE

9.1 The Owner's Authorized Representative is charged with the responsibility of interpretation of the Contract Documents. The Owner's Authorized Representative's decisions shall conform with the submissions selected per the parties' Contract Documents.

9.2 All Work completed under the Contract Documents shall be subject to review by the Owner's Authorized Representative. No Work is to be covered without the Owner's Authorized Representative's review or prior authorization. Any Work so covered without the Owner's Authorized Representative's review or prior authorization shall be uncovered to the extent required by the Owner to perform an adequate and proper inspection at the Design-Builder's expense. The Design-Builder shall notify the Owner's Authorized Representative in writing at least twenty-four (24) hours in advance of covering any Work.

9.3 The Owner's Authorized Representative shall not be responsible for the construction means, methods, techniques, sequences, procedures, or the safety precautions and programs incident thereto, and shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the Contract Documents, but shall be entitled to enforce any requirements in the Contract Documents specifying particular means, methods, techniques, sequences, or procedures.

9.4 The Owner's Authorized Representative shall be an Owner's representative during the construction period. The duties, responsibilities and authority of the Owner's Authorized Representative as the Owner's representative during construction are as set forth in the Contract Documents.

ARTICLE 10. TESTING AND SURVEYING

10.1 Laboratory and field tests to determine compliance of construction with the Contract Documents shall be made by the Owner or testing consultants employed by the Owner except those required elsewhere in the Contract Documents to be paid for by the Design-Builder. The costs and expenses of providing samples for and assistance in any testing shall be borne by the Design-Builder and are included in the Contract Price. Any Work in which untested materials are used without approval or written permission of the Owner's Authorized Representative shall be removed and replaced at the Design-Builder's expense. Work found to be unacceptable or unauthorized will not be paid for and, if directed by the Owner's Authorized Representative shall be removed and replaced at the Design-Builder's expense. Unless otherwise designated, tests in accordance with the cited standard methods of ASTM or other generally recognized or specifically authorized methods which are current on the date of RFO or other made at the expense of the Owner provided, however, in the event that after such testing any Work is found to be defective or does not meet the requirements of the Contract Documents, the costs of retesting such Work and the costs of inspection services shall be paid by the Design-Builder. Samples shall be taken by a testing laboratory employed by the Owner. All materials being used are subject to inspection, tests, or rejection at any time prior to or during incorporation into the Work. Copies of all Owner test

reports will be furnished to the Design-Builder at its written request. Copies of Design-Builder test reports shall be furnished to the Owner's Authorized Representative upon written request.

10.2 The Owner shall have the right to deduct the costs of additional testing as described in paragraph 10.1 from any money due the Design-Builder; or if no money is due the Design-Builder, the Owner shall have the right to recover these costs from the Design-Builder, from its sureties, or from both.

10.3 All layouts and surveying shall be accomplished by properly qualified personnel duly licensed in the State of North Carolina.

ARTICLE 11. SEPARATE CONTRACTS

11.1 Pursuant to Article 8 it is expressly understood that the Owner may deploy the Owner's own employees or engage other contractors to perform Work as a part of the Project whose work will be performed simultaneously and sequentially with the performance of the Work by the Design-Builder. In such event the Design-Builder shall coordinate construction activities with such other contractors and the Owner's Authorized Representative, particularly with respect to access to work areas, storage of materials, and use of elevators and other common facilities. The Design-Builder shall diligently and in good faith cooperate with the Owner, the Owner's Authorized Representative, and all other contractors with respect to such matters and shall regularly and faithfully attend any and all meetings called by the Owner or the Owner's Authorized Representative with respect to such matters. Any disputes between the Design-Builder and any other contractor with respect to such matters shall be resolved in accordance with the claim and dispute resolution procedures in the Agreement.

ARTICLE 12. CONTRACT TIME

12.1 Within fourteen (14) days after receipt of the Design Build Contract by the Design-Builder for signatures, the Design-Builder shall prepare and submit to the Owner's Authorized Representative for review and approval a preliminary progress schedule for the Work pursuant to the requirements stated in the Contract Documents.

12.2 Within fourteen (14) days after initial receipt of the Design Build Contract for signatures the Design-Builder shall submit to the Owner's Authorized Representative a Submittal Register listing all Submittals the Design-Builder is required to make or proposes to make under the Contract Documents, the dates on which the Design-Builder proposes to make such Submittals and the dates by which the Design-Builder reasonably requires a response from the Owner's Authorized Representative with respect to each Submittal. The dates submitted shall be incorporated into the Contract Construction Schedule as Completion Dates when they have been approved or modified by the Owner. The Owner's Authorized Representative shall not be required to review any Submittal from the Design-Builder until a Submittal Register acceptable to and approved by the Owner has been submitted by the Design-Builder.

12.3 Not later than thirty (30) days following execution and delivery of the Construction Agreement by Owner to Design-Builder, the Owner shall deliver to the Design-Builder a Notice to Proceed. The Notice to Proceed shall state a commencement date on which it is expected that the Design-Builder will begin the Work to be performed under the Agreement. The Contract Time shall be measured from said specified commencement date. The commencement date stated in the Notice to Proceed shall not be earlier than three (3) days after the Notice to Proceed is served on the Design-Builder.

If, other than by mutual agreement, said specified commencement date is more than thirty (30) days after the date of execution and delivery of the Agreement from Owner to Design-Builder and the Design-Builder believes said delay justifies an increase in Contract Price and/or an extension of Contract Time, the Design-Builder may make a claim therefore as provided in Article 13 and/or Article 14. No Work shall be done prior to the date specified in the Notice to Proceed. A Final Contract Construction Schedule

shall be submitted for approval by the Design-Builder. Owner's Authorized Representative, and Owner no later than fourteen (14) days after Notice to Proceed. No payments shall be due the Design-Builder until this schedule is approved by all parties.

12.4 The Contract Construction Schedule is a Contract Document. The Design-Builder represents that the Contract Construction Schedule has been reviewed in detail, that the Design-Builder participated in its preparation, that all of the activities which impact, limit, or otherwise affect the time of completion of the Work are shown in the Contract Construction Schedule and that all of the activities of others which impact, limit, or otherwise affect the start, duration, or completion of the Design-Builder's activities are also shown. The Design-Builder further represents that the Design-Builder can and will complete each activity within the time shown for that activity. **Time is of the essence with respect to each such activity and Completion Date.**

12.5 If the Design-Builder submits a construction schedule, progress report, or any other document that indicates or otherwise expresses an intention to achieve completion of the Work prior to any Completion Date required by the Contract Documents or prior to expiration of the Contract Time, no liability of the Owner to the Design-Builder for any failure of the Design-Builder to so complete the Work shall be created or implied.

12.6 If the Design-Builder, for reasons beyond the Design-Builder's control, is delayed in beginning any activity, the Design-Builder shall, nevertheless, have the same number of days as is shown in the Contract Construction Schedule for the activity, and the affected activity and any succeeding activity that is dependent upon that activity shall be adjusted accordingly by means of a Change Order.

12.7 At any time, the Owner may order the Design-Builder, on seven (7) days written notice, to begin any activity earlier than the starting date shown on the Contract Construction Schedule.

12.8 Should the Design-Builder fail to start any activity on the start date shown in the Contract Construction Schedule or as it may have been adjusted in accordance with paragraphs 12.5 or 12.6 above, or become delayed, the Design-Builder shall, without being entitled to any increase in the Contract Price or other compensation, work overtime, increase labor forces or take such other action as may be necessary or appropriate to complete the activity by the Completion Date shown on the Contract Construction Schedule, or as such Completion Date may have been adjusted.

12.9 The Owner's Authorized Representative or its Construction Consultant shall monitor progress of the work at all times and the Design-Builder shall cooperate with such monitoring and provide any and all information with respect to the progress of the Work and scheduling as the Owner may reasonably require.

12.10 On a monthly basis, the Design-Builder shall revise the Contract Construction Schedule, showing any adjustments made in accordance with paragraphs 12.5 or 12.6, above, by any Change Order, the progress of the Work, and any days gained or days lost with respect to any activity, and shall furnish copies, both paper and electronic, thereof to the Owner's Authorized Representative.

12.11 The Owner shall have the right to perform Work, hire and employ labor and craftsmen, rent equipment, subcontract with other parties, or do anything that the Owner deems necessary or appropriate to remedy or cure any delay by the Design-Builder in the progress of the Work. Such action by the Owner shall not, in any way, affect, void, or limit any warranty, guaranty or other responsibility of the Design-Builder under the Contract Documents. Such action may be taken by the Owner only after three (3) days written notice to the Design-Builder. All costs incurred by the Owner in taking any such action shall be charged to the Design-Builder and deducted from any amounts remaining due under the Agreement.

12.12 The Design-Builder may be entitled to an extension of the Contract Time (but no increase in the Contract Sum) for delays arising from unforeseen causes beyond the control and without the fault or negligence of the Owner, the Design-Builder or the Design-Builder's Subcontractors as follows:

- a) Labor disputes and strikes that directly impact the critical path activities of the Contract Construction Schedule;
- b) Acts of God, tornado, fire, hurricane, blizzard, earthquake, typhoon, or flood that damage completed Work or stored materials;
- c) Acts of the public enemy, acts of the State, Federal, or local government in their sovereign capacities;
- d) Abnormal inclement weather as defined in Article 12.14.

12.13 On any day (for purposes of this Section only, a "day" shall mean working less than four hours of that calendar day) that the Design-Builder considers that the Project is delayed by adverse weather conditions, the Design-Builder shall identify in writing to the Owner's Authorized Representative the adverse weather conditions affecting each activity, the specific nature of the activity affected, the number of hours lost, and the number of and identity (by responsibility or trade) of workers affected and shall obtain from the Owner's Authorized Representative written recognition of the delay. The time for performance of this Contract includes an allowance for a number of calendar days which may not be suitable for construction Work by reason of adverse weather. The Contract Time will be extended only if the number of calendar days of adverse weather recognized by the Owner's Authorized Representative exceeds the number of inclement weather days set forth below, and the Design-Builder clearly and convincingly demonstrates how this adverse weather impacts activities on the critical path of the Contract Construction Schedule. Month Number of Inclement Weather Days:

January	10
February	10
March	10
April	9
May	10
June	9
July	11
August	10
September	8
October	7
November	8
December	9

12.14 If the Design-Builder believes that the progress of the Work has been adversely affected by adverse weather recognized by the Owner's Authorized Representative during a particular month, the Design-Builder shall submit a written request for extension of time to the Owner's Authorized Representative. Such a request for time extension of the Contract Time shall be submitted by the tenth (10th) day of the month following that month in which the adverse weather is encountered. The request shall include, but is not limited to, the following information: a) Detailed description of weather's effect on scheduled activities and its net effect on the critical path of the Project, and b) Weather records from the official weather station nearest the Project site and records of actual observation as contained in daily reports, correspondence, or other documentation. Failure of the Design-Builder to submit a timely claim for extension of time shall constitute a waiver of said claim in its entirety.

12.15 The Design-Builder specifically recognizes that a delay by the Design-Builder in achieving any Completion Date can have the effect of delaying the Substantial Completion of the Project, that such delay in Substantial Completion of the Project will necessarily cause damages, losses, and expenses to the Owner, including, but not limited to and by way of illustration only, increased capitalized costs and interests for the Project, increased and extended Project overhead, increased Consultant's fees, increased costs of construction, increased and extended operation costs of other facilities, and inefficiency and loss of productivity, and that such damages, losses, and expenses may not be readily identifiable or ascertainable at the time they are incurred or at any time. Therefore, and in recognition of these factors and the likelihood that actual damages from his delay will not be readily ascertainable, the Design-Builder agrees to pay to the Owner, as Liquidated Damages and not as a penalty, the sum identified in the Contract Documents hereto as the Liquidated Damages per Day, for each day by which the Substantial Completion of the Project is delayed.

12.16 The Design-Builder shall not be entitled to any adjustment in the Contract Price or other compensation from the Owner for any delay in the completion of or progress on the Work that is caused by a force majeure condition or is otherwise not caused by the sole and direct act or omission of the Owner and the Owner's employees or agents.

12.17 The sum for Liquidated Damages is the amount stated in the Contract Documents as Liquidated Damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of said Design-Builder(s) to complete the Work within the time specified, such time being in the essence of this contract and a material consideration thereto.

ARTICLE 13. CHANGES IN THE WORK

13.1 Without invalidating the Contract Documents, the Owner may, at any time, or from time to time order additions, deletions, or revisions in the Work. Said additions, deletions, or revisions shall be authorized only by written Change Orders or Construction Change Directives. Upon receipt of a Change Order, Construction Change Directive, or Field Order, the Design-Builder shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any change causes an increase or decrease in the Contract Price and/or an extension or shortening of the Contract Time, adjustments shall be made as provided in Article 13 and/or Article 14. In order to expedite the Work and avoid or minimize delay in the Work that might affect the Contract Price or Contract Time, the Owner's Authorized Representative may issue a Change Order in the form of a Construction Change Directive which when signed by the Owner and Owner's Authorized Representative, directs the Design-Builder to proceed promptly with the Work involved. Any claim for an adjustment in Contract Price or Time, if not defined in the Construction Change Directive, shall be promptly made in writing in accordance with the procedures defined in Article 14.2.

13.2 The Owner's Authorized Representative may authorize minor changes or alterations in the Work not involving change in the Contract Price or in the Contract Time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. Such alterations shall not invalidate the Contract Documents nor release the surety. If the Design-Builder believes that any minor change or alteration authorized by the Owner's Authorized Representative entitles it to an increase in the Contract Price and/or an extension of Contract Time, he may make a claim therefore as provided in Article 15 and/or Article 16.

13.3 Except in an emergency endangering life or property, no change shall be made by the Design-Builder except upon prior written Change Order, Directive, or Field Order authorizing such Change.

13.4 Increases in the Contract Price and/or extensions of the Contract Time for additional Work

performed by the Design-Builder shall only be in accordance with a written Change Order signed by the Owner and Owner's Authorized Representative. The Design-Builder shall not be entitled to additional time or to additional compensation for any Work performed or material supplied which is claimed to have been authorized or settled by an "oral" change, or by a "constructive" or "implied" change, or by a course of conduct, or by any action or non-action by the Owner, Owner's Authorized Representative, or any other persons, or by any means whatsoever other than by a written Change Order for such Work or material signed by the Owner and the Owner's Authorized Representative.

13.5 Changes in the Work resulting from emergency shall not invalidate the Contract Documents nor release the surety.

13.6 The Owner shall not be responsible for verbal instructions which have not been confirmed in writing, and in no case shall such instructions be interpreted as permitting a departure from the Contract Documents unless such instruction is confirmed in writing and supported by a proper Change Order, Construction Change Directive, or Field Order, whether or not the cost is affected.

13.7 The Owner, in its sole discretion, may require that the Design-Builder notify the Design-Builder's sureties of any changes affecting the general scope of the Work or change in the Contract Price, and that the amount of applicable bonds shall be adjusted accordingly. If this requirement is exercised, the Design-Builder shall furnish written proof of such adjustment to the Owner's Authorized Representative.

If this requirement is exercised, the Change Orders shall require written consent of the Design-Builder's surety. At the time of signing a Change Order, the Design-Builder shall be required to certify as follows: "I certify that all sureties have been notified that my contract has been altered by the amount of this Change Order, and that a copy of the approved Change Order will be mailed to all sureties upon its receipt by me." If this requirement is exercised, no payment to the Design-Builder on account of any Change Order shall become due or payable until written evidence of the surety's consent to the Change Order has been furnished to the Owner's Authorized Representative, and the furnishing of such written consent is a condition precedent to such payment.

13.8 The Design-Builder shall support all requests for Change Orders with a detailed cost breakdown showing cost of materials, labor, equipment, transportation, other items, Design-Builder's overhead and profit, and total cost, in accordance with methods defined in this Article, and, if the request seeks an extension of the Contract Time, with a time-related diagram which demonstrates specifically why an increase in construction time is needed.

13.9 When a request for a Change Order involves a Subcontractor, the Design-Builder shall provide quotation from same on Subcontractor's letterhead. The Subcontractor's quote shall list materials, equipment, and labor separately, and show overhead and profit in the manner provided in paragraph 13.8.

ARTICLE 14. CHANGE OF THE CONTRACT PRICE

14.1 The Contract Price constitutes the total compensation payable to the Design-Builder for performing all Work under the Contract Documents. All duties, responsibilities, and obligations assigned to or undertaken by the Design-Builder shall be at its expense without change in the Contract Price. The Contract Price may only be changed by a Change Order.

14.2 Any claim for an adjustment in the Contract Price shall be in writing and written notice of any event, action, or non-action which may become the basis of a claim shall be delivered to the Owner's Authorized Representative within three (3) days of the occurrence of any such event, action or non-action giving rise to the claim. Such written notice is a condition precedent to the making of a claim, and such notice shall describe the basis of the potential claim with reasonable detail and clarity.

(a) A claim shall be made in writing and shall be delivered to the Owner's Authorized Representative no later than fourteen (14) days after such notice. The claim shall describe in detail the basis for the claim, with specific reference to any provisions of the Contract Documents, by paragraph, drawing number, or other specific identification, and shall state the amount claimed and how it is calculated. If the Design-Builder, at the time the claim is made, is unable to state the amount claimed with accuracy, the Design-Builder shall so state and provide the estimated amount and the basis on which the amount is to be calculated. At the earliest date practicable, but in no event more than thirty (30) days after Design-Builder's notice of claim, the Design-Builder shall supplement the claim with an accurate statement of the amount claimed and how it has been calculated. The Design-Builder shall provide, in writing, in support of the claim all such explanations, arguments, data, receipts, expert opinions, or other documents or information as the Design-Builder deems appropriate to be considered in support of the claim.

(b) A claim may properly be rejected by the Owner by reason of the Design-Builder's failure to submit adequate or accurate documentation or information, except that within seven (7) days after being given notice that the claim has been rejected on this basis, the Design-Builder may submit additional documentation or information. No claim for a change of the Contract Price shall be considered or granted (except solely at the discretion of the Owner) unless a claim is so made, nor shall the Design-Builder be entitled to any increase in the Contract Price unless the Design-Builder has given notice and made such a written claim within the times required. The Owner shall decide, after obtaining the advice of the Owner's Authorized Representative, whether an increase in Contract Price is warranted, and the amount of such increase shall be determined as provided in paragraph 15.4 through 15.5, below. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

(c) The Owner shall advise the Design-Builder of its decision with respect to the claim within fourteen (14) days of its receipt, or of the receipt of additional documentation or information if the absence of such has previously been the basis of rejection of the claim; provided, however, that if, in its sole discretion, the Owner deems that review or consideration of any part of the claim or any matter related thereto by its governing Board is necessary or appropriate, it shall so advise the Design-Builder and shall provide its decision to the Design-Builder within seven (7) days after such Board consideration, review or action. Any claim on which the Owner has not provided its decision to the Design-Builder within the applicable time period shall be deemed denied. If the Design-Builder is not satisfied with the decision of the Owner, the Design-Builder may within seven (7) days of receipt of the Owner's decision initiate the mediation process as described in Appendix A to the Supplementary Conditions of the Design Build Contract.

14.3 In determining the amount of a Contract Price adjustment, the parties shall apply the following methods, as appropriate:

(a) Change in Work: The Owner and Design-Builder shall negotiate in good faith and attempt to agree upon the value of any change (extra or decrease) in Work prior to the issuance of a Change Order covering said Work. Such Change Order shall set forth the corresponding adjustment to the Contract Price. In the event the Owner and the Design-Builder are unable to agree, the Owner may grant an equitable adjustment in the Contract Price.

(b) Emergency Work: In the event of emergency endangering life or property, the Design-Builder may be directed by the Owner's Authorized Representative to proceed on a time and material basis, whereupon the Design-Builder shall so proceed and keep accurately, in such form as may be required by the Owner's Authorized Representative, a correct account of costs together with all proper invoices, payrolls, and supporting data therefore.

14.4 Where the Contract Price is to be adjusted, the following limitations shall apply in determining the amount of adjustment:

- (a) In the case of extra or emergency work, the Contract Price shall not be increased by more than the reasonable, actual, and documented net cost of the extra or emergency work plus ten percent (10%) of such net cost on Work performed by the Design-Builder and five percent (5%) thereof on any subcontracted Work for overhead and profit combined.
- (b) In the case of a decrease in Work, the Contract Price shall not be decreased by less than the net cost of the deleted Work plus five percent (5%) of such direct net cost for profit and overhead.
- (c) The term "net cost" as used herein shall include, as applicable, and shall be limited to, all direct labor, direct material, direct equipment, labor burden, sales taxes, shipping and handling charges, permits and fees, and insurance and bond premium adjustments, if any, attributable to the change. All other items of cost shall be considered as overhead and covered by the percentages allowed in sections A and B of this paragraph.
- (d) The Design-Builder shall provide worksheets or tabulations describing the method by which the direct net cost was calculated, and shall provide all data needed to support the calculation of the direct net cost, all in a form acceptable to the Owner.

14.5 Where the Contract Price is to be adjusted by negotiation, the Owner may authorize and designate the Owner's Authorized Representative to negotiate with the Design-Builder on behalf of the Owner; provided, however, any agreement reached between the Design-Builder and Owner's Authorized Representative shall be subject to approval by the Owner.

ARTICLE 15. UNFORESEEN CONDITIONS

15.1 Should the Design-Builder encounter unforeseen conditions at the Project site materially differing from those shown on the Drawings or indicated in the Specifications or differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement, the Design-Builder shall immediately, and in no event more than three (3) days later, give written notice to the Owner of such conditions before they are disturbed. The Owner's Authorized Representative shall thereupon promptly investigate the conditions and if they find that they materially differ from those shown on the Drawings or indicated in the Specifications, they shall at once make such changes in the Drawings and/or Specifications as they may find necessary. Any increase or decrease in the Contract Price resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional Work and changes. However, the Owner shall not be liable or responsible for additional work, costs, or changes to the Work that could have been reasonably determined from any reports, surveys, and analyses made available for the Design-Builder's review or that could have been discovered by the Design-Builder through the performance of its obligations pursuant to the Contract Documents.

ARTICLE 16. CORRECTION OF WORK BEFORE FINAL PAYMENT

16.1 The Owner has the authority to stop or suspend work, and the Owner's Authorized Representative has the authority to order Work removed or to order corrections of defective Work or Work not in compliance with the Contract Documents where such action may be necessary to ensure successful completion of the Work.

- (a) Any work, materials, fabricated items, or other parts of the Work which have been found by the Owner's Authorized Representative to be defective or not in accordance with the Contract Documents shall be condemned and shall be removed from the Project by the Design-Builder, and immediately replaced by new Work in accordance with the Contract Documents at no additional cost to the Owner.

Work or property of the Owner or others damaged or destroyed by virtue of such condemned Work shall be made good at the expense of the Design-Builder. Correction of condemned Work described above shall be commenced by the Design-Builder within twenty-four (24) hours after notice from the Owner's Authorized Representative and shall be pursued to completion. Should the Design-Builder fail to proceed reasonably with the abovementioned corrections, the Owner may, three (3) days after the notice specified in the preceding sentence, proceed with correction, paying the cost, including costs of uncovering such condemned Work, of such corrections from amounts due or to become due to the Design-Builder.

- (b) Condemned Work removed shall be the property of the Design-Builder and shall be removed from the Project by it within ten (10) days after notice to remove it, and if not then removed, thereafter may be disposed of by the Owner without compensation to the Design-Builder and the cost of such disposal shall be deducted from amounts due or to become due to the Design-Builder. Should the cost of correction of the Work and, if applicable, disposal of the condemned Work by the Owner exceed amounts due or to become due to the Design-Builder, then the Design-Builder and the Design-Builder's sureties shall be liable for and shall pay to the Owner the amount of such excess.

ARTICLE 17. CORRECTION OF WORK AFTER SUBSTANTIAL COMPLETION; WARRANTIES AND GUARANTIES

17.1 Neither the final certificate, Final Payment, occupation of the premises by the Owner, nor any provision of the Contract Documents, nor any other act or instrument of the Owner or the Owner's Authorized Representative shall relieve the Design-Builder from responsibility for negligence, defective material or workmanship, or failure to comply with the Contract Documents.

17.2 The Design-Builder shall, at the Design-Builder's sole cost and expense, make all necessary repairs, replacements, and corrections of any nature or description, interior or exterior, structural or non-structural, that shall become necessary by reason of defective workmanship or materials which appear within a period of one (1) year from the date of Substantial Completion; provided, however that notwithstanding the preceding, if any longer guarantee period is specified for any particular materials or workmanship under the Contract Documents, or under any subcontract, or in connection with any manufactured unit which is installed in the Project, or under the laws of the State of North Carolina, the longer guarantee period shall govern.

17.3 If, within any guarantee period, repairs or changes are required in connection with the Work, which are rendered necessary as the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract Documents, the Design-Builder shall, promptly upon receipt of notice from the Owner's Authorized Representative and without expense to the Owner:

- a) Completely repair or replace the Work so that it conforms to the Contract Documents;
- b) Correct all defects therein;
- c) Make good all damage which, in the opinion of the Owner's Authorized Representative, is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract Documents; and
- d) Make good any Work or material, or any equipment or contents disturbed in fulfilling any such guarantee.

17.4 If, in fulfilling the requirements of the Contract Documents or of any guarantee embraced therein or required thereby, the Design-Builder disturbs any work, facility, premises, or construction belonging

to the Owner, the Design-Builder shall restore such disturbed work to a condition satisfactory to the Owner, and shall guarantee such restored work to the same extent as if it were Work under the Contract Documents.

17.5 If the Design-Builder, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected, and the Design-Builder and the Design-Builder's sureties shall be liable for all expenses incurred. "Promptly" is defined as within twenty-four (24) hours for systems necessary to normal operation of the building and within seventy-two (72) hours for all other items. All special guarantees applicable to the terms of this paragraph during the first year of the life of such Contract Documents shall be subject to the terms of this paragraph during the first year of the life of such special guarantee. Manufacturer's standard guarantees or warranties which do not comply with the time limit specified herein shall be extended by the Design-Builder automatically without further action on the part of the Owner.

17.6 In the eleventh calendar month after the date of Substantial Completion the Owner's Authorized Representative, and at the request of the Owner, the Design-Builder shall make an inspection of the Work for the purpose of identifying defective workmanship and/or materials. If the Design-Builder, having been requested to do so by the Owner, fails to participate in such inspection, the Design-Builder shall be conclusively bound by any decision or ruling by the Owner's Authorized Representative as to any defective workmanship or material and as to the Design-Builder's responsibility for its repair or replacement.

ARTICLE 18. OWNER'S RIGHT TO DO WORK

18.1 If, during the progress of the Work or during any period of guarantee, the Design-Builder fails to prosecute the Work properly or to perform any provision of the Contract Documents, the Owner, after three (3) days written notice to the Design-Builder from the Owner's Authorized Representative may perform or have performed that portion of the Work and may deduct the cost thereof from any amounts due or to become due the Design-Builder. Notwithstanding any action by the Owner under this paragraph, all warranties and bonds given or to be given by the Design-Builder shall remain in effect or shall be given by the Design-Builder.

18.2 Should the cost of such action by the Owner exceed the amount due or to become due the Design-Builder, the Design-Builder and his sureties shall be liable for and shall pay to the Owner the amount of such excess.

ARTICLE 19. PARTIAL PAYMENTS

19.1 Within thirty (30) days after its initial receipt of the Design-Build Contract for signatures, the Design-Builder shall submit to the Owner's Authorized Representative a Schedule of Values. The Schedule of Values shall indicate the value of the Work, including applicable overhead and profit, for each division and section of the Project Specifications. The Owner shall be provided with the Design-Builder's estimate papers, Subcontractor agreements, supplier quotes, or other documents substantiating these values if so requested in writing by the Owner's Authorized Representative. The Design-Builder shall provide the requested documentation within seven (7) days after receipt of the Owner's Authorized Representative's written request. The Schedule of Values shall be subject to approval by the Owner, and if the Owner and the Design-Builder cannot agree upon the Schedule of Values, the Owner's Authorized Representative shall prepare it, and the Schedule of Values as prepared by the Owner's Authorized Representative shall be binding on the Owner and the Design-Builder. No Request for Payment shall be certified by the Owner's Authorized Representative until the Owner's Authorized Representative has issued approval of said Schedule of Values.

19.2 Not later than the fifth (5th) day of each calendar month the Design-Builder shall submit to the Owner's Authorized Representative a Request for Payment for Work done during the previous calendar month. The Request for Payment shall be in form of AIA Document G702 (latest edition) and shall show substantially the value of Work done (including the value of material delivered to the Project or stored by the Design-Builder at another site, subject to the conditions hereinafter set forth) during the previous calendar month, and shall sum up the financial status of the Work with the following information:

- a) Total Contract Price, including any adjustment thereto made pursuant to the Contract Documents.
- b) Value of Work completed and materials properly stored to date.
- c) Less amount retained.
- d) Less previous payments.
- e) Current amount due.
- f) Balance remaining.

The Design-Builder, upon request of the Owner's Authorized Representative, shall substantiate the request with invoices, vouchers, payrolls, or other evidence.

19.3 When payment is requested or made on an account of stored materials, such materials must be stored on the Owner's property at such places and in such a manner as may be designated by the Owner's Authorized Representative. However, in the sole discretion of the Owner, with permission in writing from the Owner's Authorized Representative and under such circumstances as may be determined by the Owner, such materials may be stored in a bonded warehouse. The location and conditions for storage of such materials away from the Owner's property in a bonded warehouse shall be within the sole discretion of the Owner. Requests for Payment on account of stored materials shall be accompanied by paid invoices, bills of sale, warehouse receipts, or other documentary evidence establishing Owner's title to such materials, evidence that the stored materials are insured against loss and damage, and such other documentation as required by the Owner's Authorized Representative. Responsibility for the quantity, quality, and condition of such stored materials, whether stored on the Owner's property or away from the Owner's property, shall remain with the Design-Builder regardless of ownership or title. No payment shall be made on account of materials stored in a bonded warehouse unless the Design-Builder has acquired written permission from the Owner for such storage of materials and has complied with all conditions set forth in such permission regarding such storage of materials in a bonded warehouse.

19.4 Any Request for Payment received by the Owner's Authorized Representative on or before the fifth (5th) of the calendar month shall be certified for payment or returned for re-submission to the Design-Builder on or before the fifteenth (15th) of the calendar month. The Owner's Authorized Representative's certification shall be for the amount which was requested or that which the Owner's Authorized Representative has decided was justly due, and shall state in writing to the Design-Builder and Owner the reasons for withholding payment of any or all of the amount requested.

19.5 The Owner's Authorized Representative may fail to certify all or part of any payment requested for any of the following reasons:

- a) Defective Work not corrected.
- b) Suits, actions, or claims of any character filed against the Design-Builder, or due to the operations of the Design-Builder, or information or notice that a suit, action, or claim will be filed or has been made.

- c) Information or notice that a Subcontractor or a supplier has not received payment.
- d) The balance unpaid of the Contract Price is insufficient to complete the Work in the judgment of the Owner's Authorized Representative.
- e) Damage to the Owner or to a consultant or contractor of Owner.
- f) Inability of the Design-Builder to meet a Completion Date, including an anticipated failure to meet a Completion Date entitling the Owner to withhold anticipated Liquidated Damages in accordance with paragraphs 12.1.6 and 12.1.8 hereof.
- g) Failure to furnish Submittal as required by the Contract Documents on a timely basis in accordance with the Submittal Register.
- h) Such other reason as to the Owner's Authorized Representative may appear prudent, proper, or equitable. When grounds for withholding certification have been corrected, the Owner's Authorized Representative shall so certify to the Owner and the Owner shall make any payment due with respect to such certification as a part of its next payment after such certification.

19.6 No certificate issued or progress payment made shall constitute an acceptance of the Work or any part thereof.

19.7 The amount certified by the Owner's Authorized Representative for payment shall be ninety-five percent (95%) of the value of Work completed and materials stored since the Owner's Authorized Representative's last certification as shown on the Request for Payment, less any amounts not certified in accordance with paragraph 19.4, and this amount shall be paid by the Owner on or before the last business day of the month, but payment shall not be past due until not paid within fifteen (15) days thereafter.

19.8 After certification by the Owner's Authorized Representative that the Work is fifty percent (50%) complete, based on a determination that the Design-Builder's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the Contract, (except the value of materials stored on-site shall not exceed twenty percent (20%) of the Design-Builder's gross project invoices for the purpose of determining whether the Project is fifty percent (50%) complete) and the Design-Builder has provided to the Owner the written consent of its sureties to the cessation of further percentage retention, the amount certified for payment with respect to subsequent Requests for Payment shall be one hundred percent (100%) of the value of Work completed and materials stored since the Owner's Authorized Representative's last certification as shown on the Request for Payment, less any amounts not certified in accordance with paragraphs 19.4 and 19.5; provided, however, that the aggregate of periodic payments shall not exceed ninety-seven and one half percent (97.5%) of the Contract Price. If the Owner's Authorized Representative determines that the Design-Builder's performance under the Contract is unsatisfactory, the Owner may resume withholding percentage retention from each subsequent periodic payment application up to the maximum amount of five percent (5%) of the Contract Price.

ARTICLE 20. FINAL PAYMENT

20.1 If the Work of the Design-Builder is limited to demolition, pilings, caissons and/or structural steel, the remaining unpaid balance of the Design-Builder's Contract Price, less a sum equal to five-tenths percent (0.5%) of the Contract Price shall be paid within sixty (60) days following receipt of the following documents, all of which must be received before payment shall become due: (i) request for payment from the Design-Builder; (ii) receipt of consent from the Design-Builder's surety to the

payment; and (iii) approval or certification from the Owner's Authorized Representative that the work performed by the Design-Builder is acceptable and in accordance with the Contract Documents.

20.2 Except as set forth in paragraph 20.1, within forty-five (45) days after Substantial Completion of the Project, the remaining unpaid balance of the Contract Price shall be paid to the Design-Builder, less an amount equal to two and one-half times the value of punch list work or other work remaining to be completed or corrected, as reasonably estimated by the Owner's Authorized Representative.

20.3 Upon Substantial Completion, the Owner's Authorized Representative shall prepare and submit to the Design-Builder a deficiency list identifying all portions of the Work which are known by the Owner's Authorized Representative at that time to be incomplete or defective. Within thirty (30) days of receipt of this deficiency list, the Design-Builder shall complete and correct all items on that list along with all other Work required to achieve Final Completion of the Work. At any time prior to completion of the period of warranty, the Owner's Authorized Representative may submit to the Design-Builder a supplemental deficiency list, in which case the Design-Builder shall complete or correct any and all new items identified on the supplemental deficiency list as items are required to be completed, repaired, and corrected in paragraph 17.3.

20.4 Final Payment of any remaining balance of the Contract Price shall not be due to the Design-Builder until the Design-Builder achieves Final Completion of the Project.

20.5 The making and acceptance of Final Payment shall constitute a waiver of all claims by the Owner except:

- a) Claims arising from unsettled liens or claims against the Design-Builder.
- b) Defective Work or materials appearing after Final Payment.
- c) Failure of the Design-Builder to perform the Work in accordance with the Contract Documents.
- d) As conditioned in the Performance Bond.
- e) Claims made prior to Final Payment which remain unsettled.
- f) Amounts due arising under Articles 17 and 28.
- g) Claims for recovery of overpayment based upon incorrect measurement, estimate, or certificate.

20.6 The making and acceptance of Final Payment shall constitute a waiver of all claims by the Design-Builder except those claims previously made in writing pursuant to paragraph 14.2 and not finally resolved.

20.7 The Owner's Authorized Representative shall not authorize Final Payment until all of the Work under the Contract Documents has been certified by the Owner's Authorized Representative as completed, proper and suitable for occupancy and use, and has been approved by all federal, state, and local agencies having jurisdiction.

20.8 The final Request for Payment shall be identified on its face as such and shall be presented by the Design-Builder to the Owner's Authorized Representative within thirty (30) days of completion of the Work. Final payment of the retained amount due the Design-Builder shall be made by the Owner within

thirty (30) days after the later of (i) full and Final Completion of all Work required by the Contract Documents, and certification of such Work in accordance with paragraph 19.4; (ii) submission of the affidavits of other documentation required by Article 21; (iii) submission by the Design-Builder of a Request for Payment identified on its face as final and including the Owner's Authorized Representative's certification.

ARTICLE 21. DESIGN-BUILDER, SUBCONTRACTOR AND SUPPLIER AFFIDAVIT

21.1 The Final Payment due the Design-Builder on account of the Contract Documents shall not become due until the Design-Builder has furnished to the Owner through the Owner's Authorized Representative:

(a) an affidavit by the Design-Builder signed, sworn, and notarized to the effect that all payments for materials, services, or for any other reason in connection with the Work or performance of the Contract Documents have been satisfied and that no claims or liens exist against the Design-Builder in connection with the same;

(b) affidavits from each Subcontractor and supplier signed, sworn, and notarized to the effect that (i) each such Subcontractor or supplier has been paid in full by the Design-Builder for all Work performed and/or materials supplied by it in connection with the Project, and (ii) that all payments for materials, services, and for any other reason in connection with the subcontract or supply contract have been satisfied and that no claims or liens exist against the Subcontractor or supplier in connection therewith; and the written consent of the Design-Builder's sureties to Final Payment. In the event that the Design-Builder cannot obtain an affidavit, as required above, from any Subcontractor or supplier, the Design-Builder shall state in the Design-Builder's affidavit that no claims or liens exist against such Subcontractor or supplier to the best of the Design-Builder's knowledge, and that if any appeal afterwards, the Design-Builder shall defend, indemnify, and save the Owner harmless for all costs and expenses, including attorneys' fees, on account thereof.

ARTICLE 22. ASSIGNMENTS AND SUBCONTRACTS

22.1 The Design-Builder shall not assign any portion of the Agreement nor subcontract the Work in its entirety without the prior written consent of the Owner. Except as may be required under terms of the bonds required by the Contract Documents, no funds or sums of money due or to become due to the Design-Builder under the Contract Documents may be assigned.

ARTICLE 23. MEASUREMENTS

23.1 Before ordering material or doing Work which is dependent for proper size or installation upon coordination with building conditions, the Design-Builder shall verify all dimensions and shall be responsible for the correctness of same. No consideration will be given for any claim based on differences between the actual dimensions and those indicated in the Contract Documents. Any discrepancies between the Contract Documents and the existing conditions shall be referred to the Owner's Authorized Representative for adjustment before any Work affected thereby is begun.

ARTICLE 24. DESIGN-BUILDER AND SUBCONTRACTOR RELATIONSHIPS

24.1 Within thirty (30) days after initial receipt of the Design Build Contract for signatures the Design-Builder shall submit to the Owner's Authorized Representative for acceptance a current list of the names of Subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for any and all portions of the Work. The Design-Builder shall provide this list at this time even if the Design-Builder was required to submit a list of proposed Subcontractors with the Design-Builder's RFQ response. The Owner's Authorized

Representative shall promptly reply to the Design-Builder in writing stating whether or not the Owner, after due investigation, has objection to any such proposed person or entity or if it needs additional information to evaluate the persons on the list. Failure of the Owner's Authorized Representative to reply within ten (10) days after the Design-Builder has furnished all required information shall constitute notice of no objection.

The Design-Builder shall not contract with any such proposed person or entity to whom the Owner has made reasonable objection. If the Owner has reasonable objection to any such proposed person or entity, the Design-Builder shall submit a substitute to whom the Owner has no reasonable objection. The Design-Builder shall make no substitution for any Subcontractor, person, or entity previously allowed without first notifying the Owner's Authorized Representative in writing and no substitution may be made if the Owner makes a reasonable objection to such substitution.

24.2 The Design-Builder agrees that the terms of the Contract Documents, including all portions thereof, shall apply to all Subcontractors of the Design-Builder as if they were the Design-Builder, and that the Subcontractors of the Design-Builder shall, by means of their subcontracts, be bound by all the terms of the Contract Documents including these Supplementary Conditions.

24.3 Payments to Subcontractors shall be made in accordance with the provisions of N.C. Gen. Stat. §143-134.1.

ARTICLE 25. USE OF PREMISES

25.1 The Design-Builder shall confine apparatus, the storage of materials, the operations of workers, and the disposal of material to limits indicated by law, ordinances, permits, and directions of the Owner's Authorized Representative, if any.

25.2 The Design-Builder shall not load or permit any part of the Work to be loaded with a weight that will endanger its safety, intended performance, or configuration.

25.3 The Design-Builder shall enforce all of the Owner's Authorized Representative's instructions, including, but not limited to, those regarding signs, advertisements, fires, and smoking.

ARTICLE 26. CUTTING, PATCHING AND FITTING

26.1 The Design-Builder shall do all cutting, fitting, and/or patching of the Work that may be required to make its several parts come together properly and fit it to receive or to be received by Work shown in or which can be reasonably implied from the Contract Documents.

ARTICLE 27. DISPUTE RESOLUTION

27.1 The laws of the State of North Carolina shall apply to the interpretation and enforcement of the Agreement. Any and all suits or actions to enforce, interpret, or seek damages with respect to any provision of, or the performance or nonperformance of, the Agreement shall be brought in the General Court of Justice of North Carolina sitting in Duplin County, North Carolina, and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Prior to initiating an action under this Article, any Party to the Agreement shall notify the other Party of its intent to initiate a mediation process.

27.2 Any person or firm that expressly or impliedly agrees to perform labor or services or to provide

material, supplies, equipment, work, performance, or payment bonds, insurance or indemnification for the construction of the Project or the Work shall be deemed a party to the Agreement solely for the purpose of this Article 27. The Design-Builder, by means of its subcontracts, shall specifically require its Subcontractors to be bound by this Article and this Article shall specifically be incorporated into Design-Builder's subcontracts or contracts for the purchase/supply of materials used in the completion of the Work.

ARTICLE 28. TAXES

28.1 The Design-Builder has included in the Contract Price and shall pay all taxes assessed by any authority on the Work or the labor and materials used therein. The Design-Builder shall maintain all tax records during the life of the Project and furnish the Owner with a complete listing of all taxes paid by taxing authority, invoice number, date, amount, etc. in a form acceptable to the Owner. The Design-Builder is required to maintain a file showing taxes paid on the Project for three (3) years after Final Payment or turn said documents over to the Owner for its files.

28.2 The following is a list of requirements to be followed by the Design-Builder in maintaining proper records and reporting the North Carolina Sales and Use Tax and Local Sales and Use Tax. The Design-Builder shall comply fully with the requirements outlined below, in order that the Owner may recover the amount of the tax permitted under the law.

a) It shall be the Design-Builder's responsibility to furnish the Owner documentary evidence showing the materials used and sales and use tax paid by the Design-Builder and each of its Subcontractors. Such evidence shall be transmitted to the Owner with each pay request regardless of whether taxes were paid in that period.

b) The documentary evidence shall consist of a certified statement by the Design-Builder and each of the Design-Builder's Subcontractors individually, showing total purchases of materials from each separate vendor and total sales and use taxes paid to each vendor. Certified statements must show the invoice number, or numbers, covered, and inclusive dates of such invoices.

c) Materials used from Design-Builder's or Subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.

d) The Design-Builder shall not be required to certify the Subcontractor's statements.

ARTICLE 29. OPERATION OF OWNER'S FACILITIES

29.1 The Design-Builder agrees that all Work done under the Contract Documents shall be carried on in such a manner so as to ensure the regular and continuous operation of the adjoining or adjacent facilities. The Design-Builder further agrees that the sequence of operations under the Contract Documents shall be scheduled and carried out so as to ensure said regular and continuous operation. The Design-Builder shall not close any areas of construction until so authorized by the Owner's Authorized Representative. The Design-Builder shall control operations to assure the least inconvenience to the public. Under all circumstances, safety shall be the most important consideration.

ARTICLE 30. THIRD PARTY BENEFICIARY CLAUSE

30.1 It is specifically agreed between the parties executing the Agreement that the Contract Documents and the provisions therein are not intended to make the public, or any member thereof, a third-party beneficiary of the Agreement, or to authorize anyone not a party to the Contract Documents to maintain

a suit for personal injuries or property damage pursuant to the terms of provisions of the Contract Documents.

ARTICLE 31. MEASUREMENT OF QUANTITIES

31.1 All Work completed under the Contract Documents shall be measured by the Design-Builder using United States customary units of measurement. The method of measurement and computations to be used in determination of quantities of material furnished and of Work performed under the Contract Documents shall be those methods set forth in the Contract Documents or, if not specifically set forth therein, the method generally recognized as conforming to good engineering practice.

ARTICLE 32. TERMINATION BY THE OWNER FOR CAUSE

32.1 If the Design-Builder fails to begin or complete the Work under the Contract Documents within the time specified, or fails to perform the Work with sufficient labor and equipment or with sufficient materials to insure the prompt completion of said Work, or shall perform the Work unsuitably or shall discontinue the prosecution of the Work for three (3) days, or if the Design-Builder shall become insolvent, be declared bankrupt, commit any act of bankruptcy or insolvency, allow any final judgment to stand against the Design-Builder or its affiliated companies unsatisfied for a period of forty-eight (48) hours, make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the Work in an acceptable manner, the Owner may give notice in writing to the Design-Builder and the Design-Builder within a period of three (3) days after such notice shall not proceed in good faith and with reasonable speed to correct such delay, neglect, or default in accordance with such notice; the Owner shall have full power and authority, to the extent permitted by law, without violating the Contract Documents, to take the prosecution of the Work out of the hands of the Design-Builder, to appropriate or use any or all materials and equipment at the Project as may be suitable and acceptable, and may enter into an agreement for the completion of the Work or pursue such other methods as in the Owner's opinion shall be necessary or appropriate for the completion of the Work in an acceptable manner. All costs and charges incurred by the Owner in proceeding in accordance with the preceding sentence, including attorney's fees, and all costs incurred by the Owner in completing the Work shall be deducted from any money due or which becomes due the Design-Builder. If such costs and expenses incurred by the Owner shall be less than the sum which would have been payable under Contract Documents if it had been completed by the Design-Builder, then the Design-Builder shall be entitled to receive the difference, but if such costs and expenses shall exceed the sum which would have been payable under the Contract Documents, the Design-Builder and the Design-Builder's surety shall be liable to the Owner for and shall pay to the Owner the amount of such excess.

ARTICLE 33. TERMINATION OR SUSPENSION BY THE OWNER FOR CONVENIENCE

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

33.2 If the Design-Builder is subsequently ordered by the Owner to resume the Work, any cost or expenses to which the Design-Builder may be entitled by reason of the suspension, delay, or interruption shall be recovered by means of a Change Order in accordance with Articles 12 and 13 hereof and the Contract Construction Schedule shall be adjusted in accordance with Article 12 hereof.

33.3 In the event of termination by the Owner under this Article, the Design-Builder shall be entitled to receive the reasonable and documented direct costs incurred prior to termination, including the cost of materials purchased for the Work which purchases cannot be canceled or which material cannot reasonably be used by the Design-Builder on other work, and the cost of closing down the Project in a

safe and efficient manner, plus ten percent (10%) thereof for overhead and profit, subject to the following conditions:

- a) When the Contract is terminated before completion of all items of Work, payment shall be made for the actual number of units or items of Work completed at the applicable contract prices, or as mutually agreed for items of Work partially complete. If a mutual agreement cannot be reached, the Owner shall have the authority to make such equitable adjustment as it deems warranted and the Final Payment shall be made accordingly.
- b) Reimbursement for organization of any Work and moving equipment to and from the job shall be considered when not otherwise provided for in the Contract Documents where the volume of completed Work is too small to compensate the Design-Builder for those expenses under unit prices. If a mutual agreement cannot be reached, the Owner will have the authority to make such equitable adjustments as it deems warranted and the Final Payment will be made accordingly.
- c) Materials obtained by the Design-Builder for the Work that have been inspected and accepted by the Owner's Authorized Representative and that are not incorporated in the Work shall, at the request of the Design-Builder, be purchased from the Design-Builder at the Design-Builder's actual cost as shown by receipted bills and actual costs records at such points of delivery as may be determined by the Owner.
- d) No payment shall be made by Owner to Design-Builder except as herein above provided. No claim for loss of anticipated profits shall be considered or allowed.
- e) Termination of the Contract shall not relieve the Design-Builder of its responsibilities for any completed portion of the Work nor shall it relieve its sureties of their obligation for and concerning any just claims arising out of the Work performed. The Design-Builder shall not be entitled to any other compensation, including compensation for lost profit, lost opportunity, or any other direct or consequential cost, loss, or damage.

ARTICLE 34 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PROGRAM

34.1 The Design-Builder shall at all times comply with the Duplin County Minority Business Outreach Plan. Documentation substantiating compliance with the requirements of this program shall be delivered to the Owner.

ARTICLE 35 E-VIRIFY, DIVESTMENT, AND DIGITAL SIGNATURES

35.1 Pursuant to the terms of North Carolina General Statutes no county may enter into a contract unless the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Where applicable, failure to maintain compliance with the requirements of Article 2 of Chapter 64 of the General Statutes constitutes Design-Builder's breach of the Agreement. By executing the Agreement Design-Builder affirms Design-Builder is in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes.

35.2 Ihan 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.

35.3 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.

35.5 The Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the intent of the Parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.

ARTICLE 36 GENERAL

36.1 **Good Standing with County.** The Design-Builder certifies that it is not delinquent on any taxes, fees, or other debt owed by Design-Builder to County. Design-Builder covenants and agrees to remain current on any taxes, fees, or other debt owed by Design-Builder to County during the Term of this Contract.

36.2 If any provision of the Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

36.3 The titles to Articles herein are for convenience only, are not substantive parts of the Supplementary Conditions, and are not to be considered in interpreting the Contract Documents.

[END OF SUPPLEMENTARY CONDITIONS OF THE DESIGN BUILD CONTRACT]

EXHIBIT 2

PROFESSIONALS AND LICENSES

Retained/Hired by Design-Builder

1. Intrepid Architecture, PA
114 East Third Street
Greenville, NC 27858
License # NC 11208
North Carolina
Architectural Design
Subcontractor to Daniels & Daniels Construction Co., Inc.
2. Lynch Mykins Structural Engineers, PC
301 North West Street, Suite 105
Raleigh, NC 27603
License # NC 30253
North Carolina
Structural Engineering
Subcontractor to Intrepid Architecture
3. Ark Consulting Group, PLLC
2755B Charles Boulevard
Greenville, NC 27858
License # NC 28425
North Carolina
Civil Engineering
Subcontractor to Intrepid Architecture
4. Entech Engineering
1071 North Berkeley Boulevard
Goldsboro, NC 27534
License # NC 31466
North Carolina
Plumbing, Mechanical, and Electrical Engineering
Subcontractor to Intrepid Architectur

COMMERCIAL SERVICE AGREEMENT

Piedmont Natural Gas

Revised: December 2021

Regulated Work Type	Install Service Line	Opportunity ID	OP-0165585	Work Order # (If)	Account #
Service Address	325 Fairgrounds Dr.	City	Kernansville	State	NC
Multi-Meter Manifold	No	Turn-on Date:		Resource Center	Goldsboro
				Premise #	

Piedmont Natural Gas Company, Inc. (hereafter referred to as "Piedmont") and **Duplin County Detention Center** (or its authorized agent) (hereafter referred to as "Customer") hereby agree as follows:

1. Piedmont agrees to install natural gas pipelines and/or related facilities (the "Facilities") necessary for Customer to receive service (the "Work") at **325 Fairgrounds Dr.**, (the "Property") subject to verification of existing facilities and Customer creditworthiness. Customer gives Piedmont permission to verify credit information to determine creditworthiness. Should a deposit be required in order to qualify for service, the amount of **\$0.00** will be paid by Customer. The deposit is subject to applicable rules governing deposits and is separate and independent of any amounts owed by Customer for construction costs or non-compliance as described in Paragraphs 3 and 11 below.
2. A reasonable effort will be made to complete this construction on or before the date of **8/1/2023**. Customer understands that circumstances beyond the control of Piedmont such as, without limitations, weather, permits, supplier issues, site conditions, and construction difficulties may result in delays for which the parties agree Piedmont has no liability. Piedmont will make a reasonable attempt to notify Customer if the installation cannot be completed by the date above.
3. Customer must pay **\$0.00** toward construction cost of service before Piedmont is obligated to perform the Work including any procurement of materials or further design of the Facilities. This payment is separate and independent of the Non-Compliance Charge described in Paragraph 11 and will be payable by Customer regardless of the applicability of any Non-Compliance Charge. If construction costs are higher than originally estimated at the time this Agreement is executed for any reason, Piedmont reserves the right to terminate this Agreement with no liability to Customer or negotiate with Customer the difference in cost. Piedmont will construct the service line to the nearest feasible point of the structure as determined by Piedmont. Approximate total length of service: **200 feet**.
4. All natural gas piping and related facilities up to and including the meter remain the property of Piedmont. Piedmont reserves the right to perform taps into each service line to provide service to adjacent properties if needed at a future date.
5. Piping and related facilities beyond the meter is the property and responsibility of Customer. Customer understands and agrees that it must ensure its piping, related facilities and area used to accommodate Piedmont's Facilities satisfy all applicable Piedmont requirements, laws and regulations, building codes, and inspection and testing requirements, if any (the "Customer Obligations"). Piedmont strongly recommends that Customer utilize a licensed, qualified contractor or technician to perform any necessary or recommended work on its facilities and ensure compliance with the Customer Obligations prior to the date on which Piedmont intends to commence Work. Customer may call Piedmont at **919.705.5091** to receive information regarding the applicable Customer Obligations. Piedmont reserves the right to not begin Work or initiate service until those portions of the Customer Obligations necessary to safely and effectively begin Work or initiate service are met.
6. Customer represents and warrants that either (1) Customer owns the Property and grants Piedmont a right-of-way on the Property for the purposes of installing and servicing the Facilities and performing related activities, including a right of access to the Facilities for Piedmont's agents, employees, and contractors, or (2) Customer is a lessee of the Property and is responsible for obtaining the Property owner's written consent for the Work using a form provided by Piedmont upon request.

7. Customer agrees to take reasonable and prudent measures to protect the Facilities both during performance of and following completion of the Work. Customer shall notify Piedmont prior to any concurrent or future construction activity that might encroach upon an area which is within two and one-half (2 ½) feet in any direction of the location of the Facilities (such as building, paving or additions over the Facilities). Such construction activities may necessitate the relocation of the Facilities at Customer's expense in Piedmont's sole discretion.
8. Privately owned underground structures such as, without limitation, septic and fuel tanks, utility lines, drainage facilities, sprinkler systems, underground fencing, etc. cannot normally be located by Piedmont or its contractors prior to excavation. The location of these facilities must be marked by Customer both on a sketch and in the physical area of the installation. Customer agrees that neither Piedmont nor its employees, agents, or contractors shall be responsible for any damage or personal injury to Customer or its employees, agents, contractors, or invitees or to their real or personal property resulting from such facilities being unmarked or incorrectly marked.
9. Customer understands and agrees that any Work and gas service provided by Piedmont is subject to Piedmont's Tariffs and Service Regulations currently on file with the applicable regulatory authorities, to any related orders by the applicable regulatory authorities, to Piedmont policies and approval processes, and to all other governing laws, rules, and regulations.
10. Any contamination, pollutant, or hazardous substance on the Property (collectively, "Contamination") that is known to or suspected by Customer shall be disclosed to Piedmont prior to commencement of the Work. Piedmont shall have the right to cease work if undisclosed Contamination is discovered. Customer shall indemnify, defend and hold harmless Piedmont, its parent(s), affiliates, successors and assigns and their respective officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") from and against any and all claims, actions, expenses (including, without limitation, reasonable attorneys' fees), liabilities, damages, and losses (collectively, the "Damages") incurred by or asserted against any of the Indemnified Parties arising out of Contamination on the Property, except to the extent the Damages are caused by the negligence of the Indemnified Parties. Customer shall also be responsible for all additional and reasonable costs incurred by Piedmont to complete the Work or comply with environmental laws which arise out of any Contamination and/or protection of Piedmont's employees, agents, and contractors against exposure to any Contamination. Customer shall reimburse Piedmont for all such costs within thirty (30) days of receiving an invoice.
11. Piedmont agrees to perform the Work based on Customer installing and operating the natural gas equipment shown on this Agreement. If there are any changes to the gas meter pressure or gas load information shown below, Customer shall inform Piedmont promptly. Such changes may result in additional charges and delays in the completion of the Work. Gas usage by the Customer must begin within 12 months of the Work being completed. Should Customer fail to install and operate all of the equipment committed to in this Agreement within such time, Customer agrees to pay **\$4,296.00** for the Facilities installed pursuant to this Agreement (the "Non-Compliance Charge"). If the Non-Compliance Charge is applicable based on the preceding criteria, then it will be in addition to the amount, if any, Customer paid prior to construction as indicated in Paragraph 3. Prior to the completion of the Work, if Customer informs Piedmont that it no longer wishes to install and operate the equipment committed to in this Agreement or Customer is in default of its obligations hereunder after being provided a reasonable cure period by Piedmont, then Piedmont shall be entitled to cease performance of the Work, terminate this Agreement, and charge Customer the Non-Compliance Charge plus all costs incurred or committed to being incurred by Piedmont related to performance of the Work in excess of Customer's pre-construction contribution, if any, all in accordance with Piedmont's Commercial Service Guidelines. Any waiver or extension of Customer's obligations under this Paragraph 11, including reduction to the Non-Compliance Charge or other costs owed by Customer, will be in Piedmont's sole discretion and must be in writing.
12. Customer shall indemnify, defend and hold harmless the Indemnified Parties from and against any Damages incurred by or asserted against the Indemnified Parties in connection with or related to this Agreement, by reason of the death of or bodily injury to any person, or the destruction of or damage to any property, real or personal, arising out of the acts or omissions of the Customer or its employees, contractors, agents, or invitees, except to the extent caused by the negligence of Piedmont or its employees, agents or contractors. Piedmont shall indemnify, defend, and hold Customer harmless from and against any Damages incurred by or asserted against Customer resulting from the negligence or willful misconduct of Piedmont, its employees, agents, or contractors.
13. Customer represents and warrants that it maintains adequate comprehensive general liability insurance coverage, either through a policy or policies of insurance or approved program of self-insurance, and any other insurance required by law.
14. This Agreement benefits and is binding upon Customer's heirs, successors, and assigns. This Agreement may not be assigned by Customer, in whole or in part, without the prior written consent of Piedmont. If the equipment to which Customer has committed under this Agreement is not yet being operated upon the sale of the Property, then Customer agrees to notify Piedmont of any sale of the Property and to notify any purchaser of the Property about this Agreement. All of Customer's

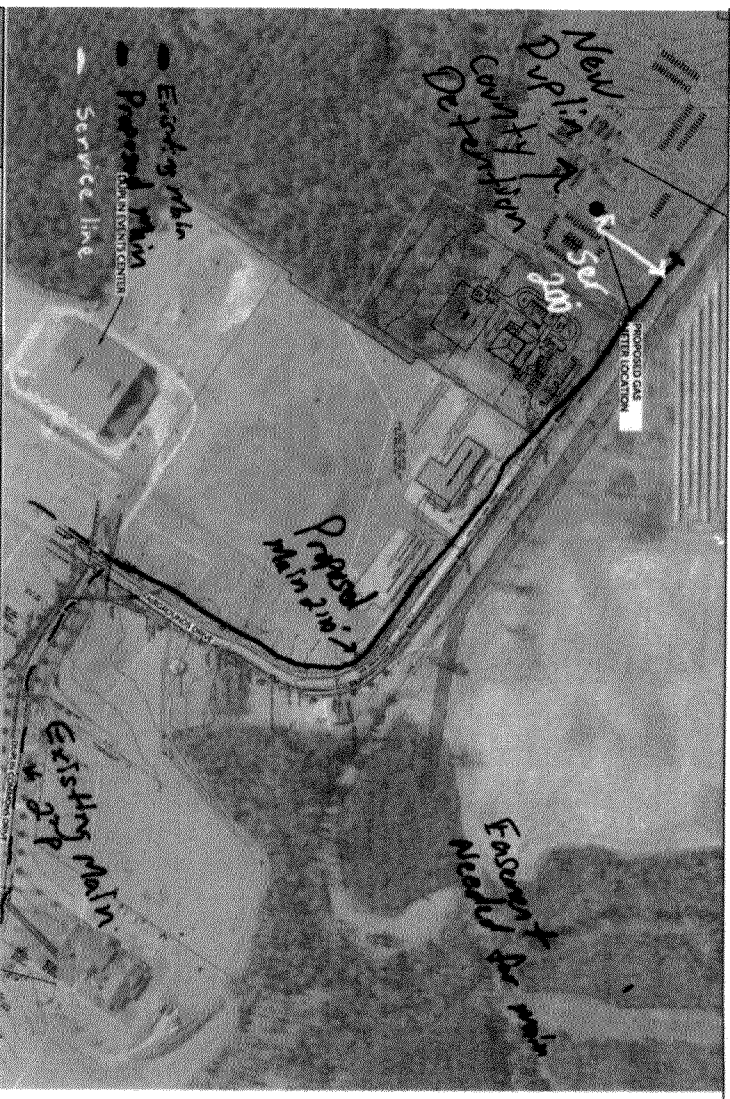
obligations shall survive any sale of the Property unless and until a subsequent purchaser assumes Customer's full obligations under this Agreement in writing in a form reasonably acceptable to Piedmont.

15. If any provision of this agreement is found to be invalid, illegal or unenforceable in any jurisdiction, for any reason, all other provisions hereof will remain in full force and effect. All terms of this Agreement that would by their nature, including, without limitation, those providing for indemnification or termination costs shall survive the termination or expiration of the Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located, without regard to conflict of law principles. No amendment to this Agreement will be effective unless in writing and signed by both parties. This Agreement constitutes the entire agreement between the parties concerning the matters covered herein and supersedes all prior or contemporaneous oral or written agreements and/or understandings. Customer warrants and represents that the execution and performance of this Agreement will not cause it to violate any laws, ordinances, covenants, or provisions, of any mortgage, lease, or other agreement binding on it. Electronic signatures and transmission (such as pdf) shall be as effective as if originals, and this Agreement may be signed in counterparts, the sum of which constitutes a single document.

Legal Name of Customer
Signature: 
Print Name: 
Title: 

Company / Customer Name:		Duplin County Detention Center					
Additional Company Name:		Duplin Co. Sheriff's Office Detention Facility					
Project / Service Address:		Fairgrounds Dr.		Suite/ Apt #:			
City	Kernsville	State	NC	Zip Code	28349		
Billing Address		224 Seminary St					
City	Kernsville	State	NC	Zip	28349		
Previous Address							
City		State		Zip			
Date Credit Verified	7/17/23	Date Ownership Verified	7/17/23	Consent of Owner Required?	No		
Deposit Status		Deposit Amount	\$0	CIAC Amount	\$0.00		
Owner Name (Printed)		Owner's Email					
Owner's Address		Owner Phone #					
City		State		Zip Code			
Site Contact Name		Craig Hatcher		Site Contact Email			
Business Phone				Mobile Phone		910-289-7657	
Customer Name (Printed)		George Wood					
Customer Signature				Date	9/5/23		
Customer Email (Executed agreement sent to this address)							
Piedmont Representative		Thompson, Marcus		Date	7/17/2023		

COMMERCIAL REQUEST FORM							
Special Instructions							
Check & indicate location of all underground structures that exist at this site on the sketch below.							
Invisible Fence	No	Well / Water Line	No	Fuel Lines	No	Sprinkler System	No
Septic Tank / Drain Field	No	Cable / Phone Lines	No	Other (Describe)			



Riser and Meter Location Approved by Customer	James Wood X		Date	9/5/23		X
Service Footage	200	Service Size	2 inch	Dirt Bore:	0	Rock Bore: 0
Length of Service	200 X	Non-Compliance State	\$21.48	Non-Compliance Charge	= \$4296.00	
SERVICE INFORMATION						

Building #	Riser #	Tenant	Unit of Measure	Commercial Structure Type	Total Capacity	Pressure
1	1		CFH	Prison Facility / Detention Center	5,793	2 psi
Quantity	Appliance Description		Capacity	End Use	Total Appliance Load	
1	Heating Equipment		2,530	Heating	2530	
1	Dryers		330	Drying	330	
1	Cooking Equipment		433	Cooking	433	
1	Water heaters		2500		2500	

Doc No: 10051597
Recorded: 09/09/2023 03:12:33 PM
Fee Amt: \$25.00 Page 1 of 2
Essestax: \$50.00
Duplin County North Carolina
Anita Marie Savage, Register of Deeds
BK 2037 PG 671 - 672 (2)



GRANT OF EASEMENT DISTRIBUTION

Return recorded Document to: Land Services, Natural Gas, Piedmont Natural Gas Company, Inc.
4720 Piedmont Row Drive, Charlotte, NC 28210
Project No: _____ Parcel ID/Tax ID: 13E118/340300487875

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

THIS GRANT OF EASEMENT made this 1st day of August, 2023, from Duplin County (hereinafter designated as "GRANTOR"), to **Piedmont Natural Gas Company, Inc.**, (hereinafter designated as "PIEDMONT").

WITNESSETH

That GRANTOR, for and in consideration of the sum of 0 Dollars (**\$0.00**), and other valuable consideration, the receipt of which is hereby acknowledged, hereby expressly bargains, sells, and grants unto PIEDMONT, its successors and assigns, a perpetual right of way and easement for the purpose of laying, constructing, installing, maintaining, operating, inspecting, repairing, altering, adding to, upgrading, replacing, relocating, removing, and protecting pipelines and appurtenances for the transportation of natural gas under, upon, over, through, and across the land of GRANTOR (or in which GRANTOR has interest) situated in the County of Duplin, NC, as described in deed(s) recorded in Book **1264** Page **305**, Office of the Register of Deeds for Duplin County, NC, ("Property").

The right of way herein granted is five (5) feet wide, extending two and one half (2 ½) feet on each side of the centerline of the pipeline, the location of which has been mutually agreed upon between GRANTOR and PIEDMONT. The pipeline as actually installed shall determine the centerline of said right of way. Subject to all rights granted to PIEDMONT herein, such right of way shall be the portion of the Property encumbered by this GRANT OF EASEMENT.

PIEDMONT shall have all rights reasonably necessary for the full use and enjoyment of the rights herein granted, including, without limitation, the free and full right of ingress and egress over and across the aforesaid Property and the right, but not the obligation, to keep said right of way cleared of trees, vegetation, undergrowth, buildings, structures, and any other obstructions. GRANTOR shall not construct, nor permit to be constructed, any house, structure, or other obstruction on or over said right of way.

GRANTOR hereby binds GRANTOR and GRANTOR'S heirs, representatives, successors, and assigns to warrant and forever defend all and singular said premises unto PIEDMONT, its successors and assigns, against the claims of all persons whomsoever.

To have and to hold said right of way and easement unto PIEDMONT, its successors and assigns, perpetually and continuously. GRANTOR expressly gives PIEDMONT, its successors and assigns, the right to assign, license, lease, or otherwise transfer, in whole or part, this GRANT OF EASEMENT or any rights given herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of PIEDMONT, for the uses and purposes expressly stated herein.

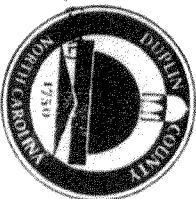
IN WITNESS WHEREOF, this GRANT OF EASEMENT has been signed under seal by GRANTOR, as of the date first above written.

GRANTOR:

Duplin County



Print: Dexter B. Edwards
Title: Chairman



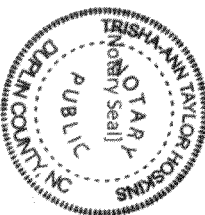
STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

I, Trisha Ann Taylor Hoskins, a Notary Public for North Carolina, County of Duplin, do hereby appeared before me this day and acknowledged the due execution of the foregoing Grant of Easement for the purpose stated herein and in the capacity indicated herein: Dexter B. Edwards, Chairman for Duplin County.

Witness my hand and official seal this 6 day of September, 2023



Notary Public
Printed Name: Trisha Ann Taylor Hoskins
My Commission Expires: January 25, 2026



Greg W. Isley, CPA, PA
Certified Public Accountant

Mailing Address
9650 Strickland Road
Suite 103-270
Raleigh, NC 27615

August 28, 2023

Duplin County
224 Seminary Street
PO Box 950
Kenansville, NC 28349

Attention: Chelsey Lanier, Finance Officer

This letter is to confirm our understanding of the terms and objectives of this engagement and the nature and limitations of the services that will be provided by Greg W Isley, CPA, PA ("Firm").

The purpose of our engagement is to provide professional outsourced accounting services to Duplin County ("the County") beginning in July 2023.

This engagement is not a preparation, compilation, review or audit engagement whereby any form of assurance will be provided on the County's financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise, preferably within senior management, to be responsible and accountable for overseeing our services as part of this engagement. By your signature below, you acknowledge that management agrees to evaluate the adequacy of, and accept responsibility for, the results of all the services performed as part of this agreement.

Our fees for this engagement shall be billed at \$210/hour for my time, \$135/hour for my Partner or Rural Government Services, \$125/hour for each of my finance officer level staff and \$110/hour for my accounting associates, plus direct expenses (mileage/hotel/meals). Travel time will be billed at fifty percent of the stated rate. We understand the maximum billing under this contract is \$60,000; therefore, we will cease work on this contract if or when our billings reach \$60,000 unless an amendment occurs to increase the maximum billing under this contract. Payment for services is due when rendered and interim billings will be submitted as work progresses and expenses incurred. Invoices will be rendered every two weeks and are payable upon presentation.

In the event the County hires a contractor/employee of the Firm, the County agrees to pay the firm a one-time fee of 25% of the annual compensation the County has offered to the contractor/employee. This fee will not be limited by the maximum billing threshold in the previous paragraph.

In addition, in the event our firm or any of its employees or agents is called as a witness or requested to provide any information (whether oral, written, or electronic) in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that you have provided to this firm, or any documents and work papers prepared by Greg W Isley, CPA, PA in accordance with the terms of this agreement, you agree to pay any and all reasonable expenses, including fees and costs for our time at the rates specified in our engagement letter, as well as any legal or other fees that we incur as a result of such appearance or production of documents.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions, including password protecting confidential documents. However, as email can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom it is directed and only to such parties, we cannot guarantee or warrant that email from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of email transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of

9205 Baileywick Road, Suite 101
Raleigh, NC 27615
P: 919-676-1998 • F: 919-676-1749

103 Millstone Drive, Suite B
Hillsborough, NC 27278
P: 919-732-6333 • F: 919-732-0914

3200 Fairhill Drive, Suite 108
Raleigh, NC 27612
P: 919-881-0057 • F: 919-881-0067

www.gisleycpa.com

confidential or proprietary information.

Unless you indicate otherwise, our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have secured confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

It is our policy to keep records related to this engagement for five years. However, Greg W Isley CPA, PA does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the five-year period, Greg W Isley, CPA PA shall be free to destroy our records related to this engagement.

We appreciate the opportunity to be of service to you and believe this letter correctly expresses the significant terms of our engagement. If you have any questions please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me.

Cordially,

Greg W Isley, CPA, PA

Greg W Isley
President

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Duplin County, North Carolina by:

Name: John B. Claude

Title: Chairman, Duplin County Board of Commissioners

Date: 9/5/2023



AIA Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: (name and address)

AGREEMENT INFORMATION:

AMENDMENT INFORMATION:

Perform architectural, engineering, and construction phase services associated with the design and construction of a new 156 Bed Jail Facility of approximately 55,000 square feet, with an additive alternate for jail housing of approximately 78 additional beds, to be located at the "Duplin Commons" site in Kenansville, North Carolina.

Date: October 19, 2022

Amendment Number: 002

OWNER: (name and address)
Duplin County, North Carolina
Post Office Box 950
224 Seminary Street
Kenansville, North Carolina 28349
Telephone Number: (910) 296-2100

ARCHITECT: (name and address)
Moseley Architects P.C.
6210 Ardrey Kell Road
The Hub at Waverly, Suite 425
Charlotte, North Carolina 28277
Telephone Number: (704) 540-3735

Date: April 26, 2023

The Owner and Architect amend the Agreement as follows:

Architect shall provide Additional Services required to provide Construction Drawings and Construction Administration Phase services to provide for an off-site driveway to connect the project site to Hwy NC 50 through the parcel to the north of the project site.

The following applications will be submitted for permit approval:

1. NCDOT 2-Party Encroachment
2. NCDOT Driveway Permit

Exemptions/Assumptions

1. The proposed offsite driveway will be "ribbon pavement" and will not include curb or sidewalks. Stormwater will be collected and conveyed by open channel.
2. The extents of the offsite roadway improvements are shown in the attached Exhibit III.
3. There are no utilities in this scope.
4. Engagement with other property owners, including easement and right-of-way negotiation, is by others.
5. Easement and/or Right-of-Way mapping and recordation is not in this scope.
6. A single right turn lane is required along NC 50 at the eastern most driveway by NCDOT.
7. Surveying to support design is to be provided by the Owner.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Compensation shall be the lump sum of Twenty-One Thousand, Seven Hundred Eighty-Seven and 50/100 Dollars (\$21,787.50), as follows:

Construction Documents Phase:	\$12,600.00
NCDOT Encroachment and Driveway:	\$ 3,675.00
Construction Administration Phase:	\$ 5,512.50
Total Amendment 2:	\$21,787.50

0452

Schedule Adjustment:
No time is added to the project schedule.

SIGNATURES:

Moseley Architects P.C.
ARCHITECT (Firm name)

Duplin County, North Carolina
OWNER (Firm name)

Designed by:

Todd B. Davis
SIGNATURE

George Wood
SIGNATURE

Todd B. Davis, Vice President

George Wood, Duplin County
Manager

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

8/31/2023

9/6/2023

DATE

DATE



First Tryon Advisors

SIMPLIFYING PUBLIC FINANCE

DAVID CHEATWOOD
MANAGING DIRECTOR
Office: 704.926.2447
Email: dcheatwood@firsttryon.com
6101 Carnegie Blvd Suite 210
Charlotte NC 28209

1) First Tryon Advisors Overview

2) New Detention Facility Project

New Detention Facility Project

- › The County is considering the construction of a new 156-bed or 234-bed detention facility.
- › To fund the new facility, the County is considering utilizing a combination of debt, grant funding and potentially some fund balance.
- › The appropriate structure for the debt component of this project would be a Limited Obligation Bond / installment financing (same structure as the 2016 and 2022 financings).
- › With a Limited Obligation Bond / installment financing, the County’s taxing power is not directly pledged; instead, debt service is subject to annual appropriation by the County Board of Commissioners during the budget process and a deed of trust on the financed asset is provided as collateral.
- › A Limited Obligation Bond / installment financing requires two actions by the County Board of Commissioners and a public hearing.

LOBs/Installment Financings (160A-20)	
Authorization	Local Government Bond Act (Article 3 of Chapter 160 of N.C.G.S)
Security	Subject to annual appropriation
	Lien on financed property
Typical Projects	Schools, jails, courthouses/gov't buildings, convention center, stadiums
Characteristics	Usually rated one or two notches off GO credit depending on essentiality of financed asset
	Higher interest rates than G.O.
	No voter referendum required
	Amortization - Up to 20 years (per LGC guidelines)
	D/S Structure - Level principal (per LGC guidelines)

1) County Debt / Credit Profile

2) New Detention Facility Project

Financial Advisory Team

David Cheatwood

Managing Director

Office: 704-926-2447
Direct: 704-582-9887
Email: dcheatwood@firsttryon.com

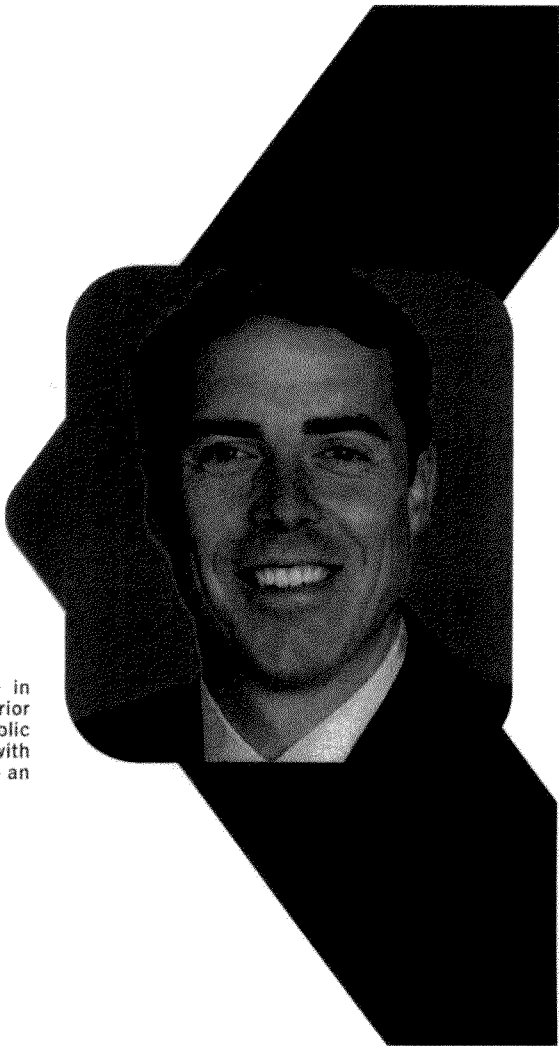
Current Role | Senior Banker
Sectors Covered | General Government, Utility Systems, Healthcare
Years in Public Finance | 17 (since April 2006)
Joined First Tryon | May 2015
Representative Issuer Experience

- | | |
|------------------|------------------------|
| › Duplin County | › Mecklenburg County |
| › Craven County | › Wake County |
| › Camden County | › City of Durham |
| › Forsyth County | › City of Fayetteville |
| › Halifax County | › City of Greensboro |

David Cheatwood is a financial advisor who has harnessed his background in finance and law to serve municipal clients across the Carolinas and Georgia. Prior to joining First Tryon, he worked with major issuers in the Carolinas as a public finance investment banker with Wells Fargo Securities from 2009 to 2015 and with Bank of America Securities from 2006 to 2009. From 2004 to 2006, David was an attorney who practiced corporate law with then-Kilpatrick Stockton LLP.

EDUCATION

B.S. in Business Administration
from UNC Chapel Hill; J.D. from
UNC Chapel Hill



North Carolina Experience

North Carolina Counties

Alexander County (2020)
Bladen County (2017)
Caldwell County (2017)
Camden County (2017)
Catawba County (2016)
Columbus County (2015)
Craven County (2019)
Currituck County (2023)
Duplin County (2015)
Forsyth County (2022)
Franklin County (2015)
Halifax County (2016)
Iredell County (2014)
Mecklenburg County (2022)
New Hanover County (2016)
Pitt County (2016)
Polk County (2016)
Rowan County (2016)
Scotland County (2016)
Stanly County (2017)
Transylvania County (2016)
Wake County (2021)

North Carolina Cities

Aberdeen, Town of (2020)
Albemarle, City of (2016)
Bald Head Island, Village of (2021)
Beaufort, Town of (2023)
Beech Mountain, Town of (2020)
Belmont, City of (2021)
Blowing Rock, Town of (2015)
Carolina Beach, Town of (2015)
Carrboro, Town of (2015)
Chadbourn, Town of (2020)
Concord, City of (2014)
Cornelius, Town of (2014)
Davidson, Town of (2016)
Dunn, City of (2017)

North Carolina Cities

Durham, City of (2018)
Fayetteville, City of (2015)
Fletcher, Town of (2017)
Gastonia, City of (2014)
Greensboro, City of (2018)
Greenville, City of (2022)
Hendersonville, City of (2017)
Hertford, Town of (2022)
Jacksonville, City of (2023)
Knightdale, Town of (2019)
Leland, Town of (2018)
Lincolnton, City of (2015)
Lowell, City of (2020)
Matthews, Town of (2014)
Marvin, Village of (2020)
Mint Hill, Town of (2023)
Monroe, City of (2016)
Mooresville, Town of (2016)
Mount Holly, City of (2016)
Salisbury, City of (2023)
Sanford, City of (2022)
Shelby, City of (2021)
Southport, City of (2023)
Topsail Beach, Town of (2023)
Thomasville, City of (2018)
Winston-Salem, City of (2021)
Weaverville, Town of (2015)
Woodfin, Town of (2016)

North Carolina Utilities

Charlotte, City of (2020)
Cleveland County Water (2019)
Fayetteville PWC (2014)
Greenville Utilities Commission (2022)
Orange W&S Authority (2016)
Piedmont Triad Regional Water Authority (2021)
Yadkin Valley Sewer Authority (2019)

North Carolina School Systems

Cumberland County Schools (2023)

Carolinas Not-For-Profit

Albemarle Alliance for Children and Families (2020)
Economic Development Partnership of NC (2019)
New City Church (2020)
YMCA of Southeastern NC (2023)
YMCA of Western NC (2014)

Healthcare

Cape Fear Valley Health Sys (2014)
Galloway Ridge at Fearington (2019)
Pardee UNC Health Care (2018)

Higher Education - Publics

Appalachian State University (2018)
East Carolina University (2015)
Elizabeth City State University (2017)
Fayetteville State University (2014)
North Carolina A&T State University (2014)
North Carolina Central University (2016)
North Carolina Community College System (2014)
North Carolina State University (2020)
North Carolina School of Science & Math (2015)
Stanly Community College (2018)
UNC Asheville (2015)
UNC Charlotte (2022)
UNC Greensboro (2021)
UNC Pembroke (2014)
UNC School of the Arts (2015)
UNC System (2016)
UNC Wilmington (2017)
Western Carolina University (2014)

Higher Education - Privates

Belmont Abbey College (2021)
Brevard College (2019)
Campbell University (2021)
Davidson College (2015)
Elon University (2019)
Guilford College (2015)
Lenoir-Rhyne (2014)
Meredith College (2015)
Methodist University (2014)
Mount Olive (2020)
Pfeiffer University (2016)
Queens University of Charlotte (2016)
Salem College (2023)
William Peace University (2018)
Wingate University (2017)

Private K-12

Bradford Preparatory School (2019)
Charlotte Country Day School (2018)
Community School of Davidson (2017)
Ravenscroft School (2023)
The Burlington School (2021)
The Fletcher School (2018)



4 | First Tryon Advisors

Client Base

› The Combined Practice serves over 380 Clients:

- › State and Local Government
 - › Leader in North Carolina, South Carolina, Georgia and Maryland
- › Independent K-12 Schools
 - › Nationally-recognized as an expert in this sector
- › Higher Education
 - › Leader in North Carolina
- › Charter Schools
- › Utility Systems
- › Healthcare
- › Senior Living Communities
- › Non-for-Profit Organizations
- › Transportation



3 | First Tryon Advisors

- Practice Overview
 - First Tryon Advisors ("First Tryon") is a full-service financial advisory practice now serving the needs of state and local governments, utility systems, independent K-12 schools, colleges & universities, charter schools, healthcare organizations, senior living communities, and not-for-profit foundations & associations.
 - While we are focused in the Southeast and Mid-Atlantic regions, in total we serve over 380 clients nationwide.
 - Our combined team consists of 24 motivated professionals.
 - We do not serve as an underwriter and only provide financial advisory services to our clients.
- Mission
 - Our mission is to give our clients peace of mind by delivering expert advice, innovative planning strategies and tailored financing solutions.
- Access to FTS Sales & Trading Desk
 - The financial advisory team at First Tryon has access to real-time market information for tax-exempt and taxable securities through the secondary market trading platform of First Tryon Securities.

- Office Locations
 - The practice's primary offices are located in Charlotte, NC and Annapolis, MD.
 - Local offices are shown below.



Financial Advisory Team

Chazzo Habliston

Vice President

Office: 704-926-2456
Direct: 571-243-1081
Email: chabliston@firsttryon.com

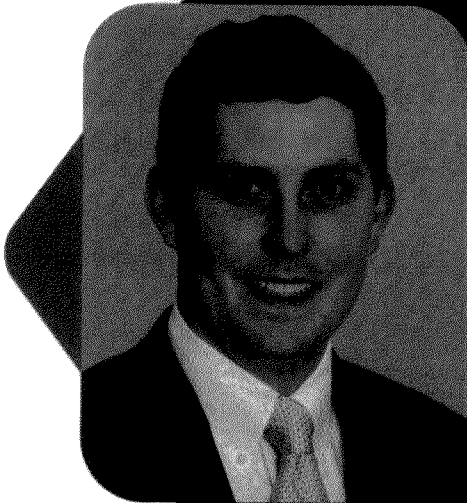
Current Role | Junior Banker
Sectors Covered | General Government, Utility Systems, Healthcare
Years in Public Finance | 10 (since June 2013)
Joined First Tryon | February 2019
Representative Issuer Experience

- | | |
|------------------|------------------------|
| ➤ Duplin County | ➤ Mecklenburg County |
| ➤ Craven County | ➤ Wake County |
| ➤ Camden County | ➤ City of Durham |
| ➤ Forsyth County | ➤ City of Fayetteville |
| ➤ Halifax County | ➤ City of Greensboro |

Chazzo Habliston provides qualitative and quantitative support to First Tryon's issuer clients. His expertise includes complex Excel modeling, DBC analysis, capital planning and financing execution. Prior to joining First Tryon, Chazzo worked with Davenport and Company LLC from 2013 to 2019 serving governmental clients across North Carolina, Virginia, and Maryland.

EDUCATION

B.A. in Economics from
Davidson College





Duplin County, NC

\$52,640,000

Limited Obligation Bonds

New Money

4/20/2016

Public (Negotiated)

Tax-Exempt

A2/A+/NR



Duplin County, NC

\$9,335,000

Limited Obligation Refunding Bonds

Refunding

3/8/2022

Public Sale

Tax-Exempt

Aa3/A+/NR

- › First Tryon has served as financial advisor to Duplin County since 2015.
- › In that time, First Tryon has assisted the County with the planning and issuance of two series of Limited Obligation Bonds.
 - › Limited Obligation Bonds, Series 2016
 - › The Series 2016 Bonds were issued to fund \$60 million of renovations and additions to six different elementary schools in the County.
 - › First Tryon assisted the County in successfully petitioning the Local Government Commission (LGC) to amortize the debt on a level debt service basis (versus level principal), a structure not commonly approved by the LGC.
 - › Limited Obligation Refunding Bonds, Series 2022
 - › The Series 2022 Bonds were issued to refund the outstanding maturities of the County's Limited Obligation Bonds, Series 2012 to generate debt service savings for the County's Water Districts.
 - › The refunding was able to generate \$1.425 million of Net Present Value Savings (12.39%) or \$1.67 million of Gross Savings (\$111,000 per year).
 - › In connection with this issuance, the County received a credit rating upgrade from Moody's (A1 to Aa3).

Issuance Timeline

- › The Limited Obligation Bond financing process typically takes 3-4 months and requires the following key steps:
 - › Pre-application call with LGC staff to review the project, structure and timeline
 - › BOC approval of a preliminary resolution
 - › BOC approval of a final resolution
 - › Holding a public hearing (typically held at the same meeting as the approval of the final resolution)
 - › Preparation of bond documents
 - › Preparation of offering document
 - › Obtaining credit ratings
 - › Receiving construction bids / final GMP on project
 - › Finalizing audit (if seeking LGC approval in or after November)
 - › Local Government Commission approval (typically meets first Tuesday of every month)
 - › Selling bonds
 - › Closing
- › The sample schedule to the right assumes that the County finalizes it audit and receives construction bids in early-to-mid December.

October							November							December							January						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	3	4					1	2													
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30			24/31	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29		
DATE																											
TASK																											
October																											
Pre-Application Call with LGC																											
November 27																											
Distribute Draft of Resolutions / Bond Documents (Trust Agreement, Supplemental Trust Agreement, Deed of Trust) / Notice of Public Hearing / Notice to Joint Legislative Committee																											
November 29																											
Distribute Draft of Preliminary Official Statement (POS)																											
December [5]																											
Submit Final Audit to LGC (Deadline for February LGC Approval)																											
December [13]																											
Construction Bids Due (90 Day Hold)																											
By December 22																											
Submit Notice to Joint Legislative Committee																											
By December 22																											
Publish Notice of Public Hearing																											
January [2]																											
County BOC Meeting – Adopt Preliminary Resolution; Hold Public Hearing																											
January 9																											
Submit LGC Application																											
January 10																											
Distribute Revised Draft of Approving Resolution / Bond Documents																											
Distribute Revised Draft of POS																											
Week of January 22																											
Rating Calls																											
By February 2																											
Receive Ratings																											
February 5																											
County BOC Meeting – Adopt Approving Resolution																											
February 6																											
LGC Approval																											
February 7																											
Post POS																											
February 14																											
Pricing																											
By February 22																											
Distribute Draft of Closing Documents																											
February 29																											
Closing																											
March 4																											
County BOC Meeting – Approve Construction Bid																											

First Tryon Advisors

SIMPLIFYING PUBLIC FINANCE

FIRSTTRYON.COM

MSRB Registrant

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6101 Carnegie Boulevard, Suite 210
Charlotte, NC 28209

WORK ORDER NUMBER 2

WORK ORDER to the Agreement dated January 28, 2022, by and between Duplin County, North Carolina (the "Client") and First Tryon Advisors, LLC (the "Advisor").

SERVICES

In connection with the Client's proposed issue of Limited Obligation Bonds (the "LOBs") to fund a new detention facility, the Advisor will provide the following Services under this Work Order:

- Establish and maintain a financing calendar and working group contact list and provide assistance in procurement of additional professionals to complete the financing, as necessary.
- Produce quantitative schedules outlining sources and uses of funds, debt service requirements, bond statistics, and other data required by the Client or its bond counsel in connection with the financing.
- Serve as the primary point of contact between the Client and the LGC, prepare the Client for, and participate in, any meetings and calls with LGC staff, including, preparation of customary materials for any required "pre-application" meeting.
- Assist in preparing the Client's application to the LGC for approval of the financing.
- Review and provide comments, as appropriate, on all bond documentation.
- Advise the Client of current bond market conditions, other related forthcoming bond issuances and economic announcements, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the debt instruments may be set at a favorable time.
- Attend and present at meetings of the governing body of the Client, its staff, representatives or committees as requested when First Tryon may be of assistance or service and the subject of the financing or related topics are to be discussed.
- Maintain liaison with bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the transactions.
- Provide recommendations regarding the bonds under consideration, including such elements as the date of sale, interest payment dates, schedule of principal maturities, security provisions and such other provisions as may be appropriate to make the issue attractive to investors while achieving the objectives of the Client.
- Assist in developing rating strategy, preparing rating presentation materials and preparing the Client for rating agency meeting or calls. First Tryon will coordinate the logistics of any meetings or conference calls.
- Provide assistance in negotiating interest rates with the underwriters on the day of pricing, review final numbers provided by the underwriter and provide any other customary financial advisory services related to the pricing.
- Provide advice and assistance in the closing of the transaction.
- Provide ongoing responses to routine/miscellaneous questions.

TERM

Until closing of the LOBs unless terminated earlier in accordance with the Agreement.

COMPENSATION

In establishing fees, the Advisor considers multiple factors, including the efficiency with which the work was done, the result achieved, the complexity of the matter and any special experience or expertise applied to it, any extraordinary scheduling or preemptive attention devoted to the project, and the degree of professional responsibility or liability undertaken by the firm.

For services to be performed in connection with this Work Order, the Advisor shall be compensated a flat fee of \$75,000. Such fee may vary if (1) the contemplated assignment changes materially during the course of the Term or (2) unusual or unforeseen circumstances arise which require a significant increase in the type or scope of the Advisor's responsibilities. The Advisor will consult with the Client if at any time the Advisor believes that circumstances require an adjustment to its fees. Fees will not be increased without the written consent of the Client.

In addition to the compensation outlined above, the Client will reimburse the Advisor for out-of-pocket expenses incurred in connection with the Services. Customary out-of-pocket expenses include, without limitation, costs of travel, meals, lodging, printing/copying, etc. The Advisor will bill the Client for such expenses at cost, with no mark-up. The Advisor will not bill the Client for indirect costs such as telephone, fax, and conference call services; instead, the Client will pay the Advisor an administrative expense fee equal to 4% of any invoiced fee for Services as reimbursement for costs not reasonably allocable on a client-by-client basis.

AGREED AND ACCEPTED this 5th day of September, 2023:

DUPLIN COUNTY, NORTH CAROLINA

By: [Signature]
Name: Dexter B. Edwards
Title: Chairman

FIRST TRYON ADVISORS, LLC

By: [Signature]
Name: David Cheatwood
Title: Managing Director

By: [Signature]
Name: J. Walter Goldsmith
Title: President & COO

LL 7-24-23
H 07/31/23

TOWN OF MAGNOLIA TAX REQUEST RELEASE DATE AUGUST 7, 2023											
NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE FEE PENALTY	ADJUD. DEBIT
MOSS, SUSAN COTTLE	12	T-76		2022	6201151			\$ 194.97			
MOSS, SUSAN COTTLE	12	T-76		2021	6201151			\$ 194.97			
GRAND TOTAL						\$ -	\$ -	\$ 389.94	\$ -	\$ -	\$ 389.94
SUBMITTED BY: <u>[Signature]</u> FINAL APPROVAL BY: <u>[Signature]</u> DATE APPROVED: <u>[Signature]</u>											

8-22-23

LL 7-10-23
CW 7-12-27

TOWN OF MAGNOLIA TAX REQUEST RELEASE DATE JULY 17, 2023													
NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE FEE PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
BALTARAZ, SANTOS	12	7-76		2022	0242879			\$ 13.40				\$ 13.40	112 MAGNOLIA MBP LN NOT IN TOWN LIMITS
BALTARAZ, SANTOS	12	7-76		2021	0242879			\$ 13.40				\$ 13.40	112 MAGNOLIA MBP LN NOT IN TOWN LIMITS
HALL, LEE ROY III	12	7-76		2022	10002754			\$ 4.19		\$ 0.42		\$ 4.61	2002 MYOTRAILER DOUBLE LISTED
KING, RONNIE HENRY	12	7-76		2022	0002254			\$ 15.85				\$ 15.85	NOT IN THE TOWN OF MAGNOLIA
KING, RONNIE HENRY	12	7-76		2021	0002254			\$ 6.70		\$ 0.87		\$ 7.57	NOT IN THE TOWN OF MAGNOLIA
POWELL, SHAWN KENNETH	12	7-76		2022	10002772			\$ 277.77		\$ 27.78		\$ 305.55	NOT IN THE TOWN OF MAGNOLIA
GRAND TOTAL						\$ -	\$ -	\$ 331.31	\$ -	\$ 28.97	\$ -	\$ 360.19	
SUBMITTED BY: <i>Amber</i> FINAL APPROVAL BY: <i>Chloe King</i> DATE APPROVED: <i>8-22-23</i>													

8-22-23

STATE OF NORTH CAROLINA
COUNTY OF WAKE
IN THE MATTER OF:
TAX APPEALS BY:
BUTTERBALL, LLC

BEFORE THE PROPERTY TAX COMMISSION
SITTING AS THE STATE BOARD OF
EQUALIZATION AND REVIEW

AGREEMENT

THIS AGREEMENT is made and entered into as of the 21st day of August, 2023, by and between the Duplin County Tax Assessor ("Assessor") and Carolina Turkeys (Butterball, LLC) ("Taxpayer").

WHEREAS, Taxpayer previously filed two Notices of Appeal to the North Carolina Property Tax Commission ("PTC") bearing file Nos. 17 PTC 376 and 19 PTC 145 ("Tax Appeals") contesting the tax value of various real properties located in Duplin County for the period of 2017 through the next tax reassessment date by Duplin County. Prior to a final determination of the Tax Appeals by the PTC, the parties mutually agreed to a settlement of the respective tax values being contested by Taxpayer which agreement is memorialized by separate agreements filed with the PTC.

WHEREAS, pursuant to the parties' settlement of the contested tax values, it was stipulated and agreed that Taxpayer was entitled to a refund in the total amount of \$306,436.92, inclusive of interest owed.

WHEREAS, pursuant to the parties' settlement of the contested tax values, a Fire District Tax refund was also allegedly owed to Taxpayer in the amount of \$27,608.90, inclusive of interest.

WHEREAS, in a good faith effort to bring finality to this matter, and as part of the consideration for the settlement of contested tax values referenced above, Taxpayer has agreed to waive its right to the aforementioned \$27,608.90 Fire District Tax refund.

WHEREAS, the Parties now desire to memorialize herein the settlement of the disputes and controversies between them, including Taxpayer's waiver of the Fire District Tax refund, in order to avoid the burden and expense of further litigation, without admissions by any party.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing promises, the settlements filed with the PTC and the covenants and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. FULL AND FINAL SETTLEMENT OF DISPUTED CLAIMS. The Parties understand, agree and represent that this Agreement, which is meant to incorporate by reference the agreements filed in the Tax Appeals, constitutes a full and complete compromise and settlement of disputed claims relating to the value of Taxpayer's property in Duplin County, North Carolina which was the subject of the Tax Appeals and that the acceptance of this

2. **ENTIRE AGREEMENT.** The persons signing this Agreement acknowledge and represent that this Agreement contains the entire agreement between the parties regarding the matters set forth and that it supercedes all previous negotiations, discussions, and understandings regarding such matters. The terms of this Agreement are contractual and not a mere recital.
3. **EFFECTIVE DATE.** This Agreement shall become effective immediately when it has been duly executed. The effective date shall be the date upon which it first becomes effective pursuant to this provision.
4. **GOVERNING LAW.** This Agreement shall be governed and interpreted under the laws of the State of North Carolina, without regard to the conflict of laws principles thereof. This Agreement is the result of negotiation between the Parties and shall be considered as being drafted equally by both Parties. The Parties represent and warrant that they have obtained, or had ample time to obtain, legal advice from their own attorney or attorneys. It is further agreed that any legal action arising out of this Agreement shall be filed in Duplin County, North Carolina.

5. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed by the Parties in multiple counterparts, each of which shall constitute an original. This Agreement may be executed by facsimile, by .pdf or other electronic signature, or by original. A facsimile, .pdf, or other electronic signature transmission of a signed original shall have the same effect as an original signature.

6. **CONSIDERATION.** The parties acknowledge that valuable and adequate consideration is being conveyed under this Agreement, in exchange for the promises and obligations set forth herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed individually or by their duly authorized officers, managers, or partners, as the case may be, all as of the day and year set forth below.

DUPLIN COUNTY ASSESSOR

By:

Assessor

TAXPAYER

~~Executive~~ Furkeys (Butterball, LLC)

STATE OF NORTH CAROLINA BEFORE THE PROPERTY TAX COMMISSION
COUNTY OF WAKE SITTING AS THE STATE BOARD OF
 EQUALIZATION AND REVIEW
 19 PTC 145

IN THE MATTER OF:

The Appeal of:

BUTTERBALL, LLC

THIS AGREEMENT is made and entered into as of the 22 day of August, 2023, by and between the Duplin County Board of Equalization and Review ("BER"/Duplin County Assessor ("Assessor"), and Carolina Turkeys (Butterball, LLC) ("Taxpayer").

WHEREAS Taxpayer has filed a Notice of Appeal to the North Carolina Property Tax Commission contesting the tax value of the property described below, and the BER/Assessor and Taxpayer have mutually agreed to a settlement of the tax value under the terms hereafter set forth.

NOW, THEREFORE, IT IS AGREED that the property described below shall be valued as follows: subject to changes as allowed by law in subsequent years, without prejudice to Taxpayer's rights to appeal in subsequent years, and subject to an Order from the Property Tax Commission:

PARCEL	SITUS	FROM	TO	YEAR
03-604	1627 Garner Chapel Rd. Mount Olive, NC 28365	\$50,841,334	\$45,838,552	2019

IN WITNESS, WHEREOF, the parties have executed this Agreement the day and year first above written.

DUPLIN COUNTY ASSESSOR

B.

Assessor

TAXPAYER

~~Carolina Turkeys~~ (Butterball, LLC)

STATE OF NORTH CAROLINA
COUNTY OF WAKE
IN THE MATTER OF:
The Appeal of:
BUTTERBALL, LLC

BEFORE THE PROPERTY TAX COMMISSION
SITTING AS THE STATE BOARD OF
EQUALIZATION AND REVIEW
17 PTC 376

AGREEMENT

THIS AGREEMENT is made and entered into as of the 22 day of August, 2023, by and between the Duplin County Board of Equalization and Review ("BER") Duplin County Assessor ("Assessor"), and Carolina Turkeys (Butterball, LLC) ("Taxpayer").

WHEREAS, Taxpayer has filed a Notice of Appeal to the North Carolina Property Tax Commission contesting the tax value of the property described below, and the BER/Assessor and Taxpayer have mutually agreed to a settlement of the tax value under the terms hereafter set forth.

NOW, THEREFORE, IT IS AGREED that the property described below shall be valued as follows, subject to changes as allowed by law in subsequent years, without prejudice to Taxpayer's rights to appeal in subsequent years, and subject to an Order from the Property Tax Commission:

PARCEL	SITUS	FROM	TO	YEAR
03-604	1627 Garner Chapel Rd., Mount Olive, NC 28365	\$48,121,406	\$39,500,000	2017

IN WITNESS, WHEREOF, the parties have executed this Agreement the day and year first above written.

DUPLIN COUNTY ASSESSOR
By: 
Assessor
TAXPAYER

Carolina Turkeys (Butterball, LLC)

Dear Supporter of the William Thornton Memorial Fund,

The Town of Faison and its citizens wish to express their sincere gratitude for your generous contribution to the William Thornton Memorial Fund. Your gift, along with the donations of others, will allow Faison to honor our Native Son, Dr. William Edgar Thornton, with a permanent monument to stand as an inspiration for generations to come. It is our hope that this monument will encourage all who look upon it to reflect on the boundless promise of the human spirit.

Dr. Thornton's journey through life, as through space, was not always easy, but it was encapsulated by hard work, perseverance, and an unwavering optimism. The optimism that Dr. Thornton displayed was not merely for himself, but for humanity. The Town of Faison feels that by contributing to this cause, you too are fostering optimism and encouraging the pursuit of possibility.

Thank you.

Sincerely,

Carolyn Kenyon - Mayor, Town of Faison


Anne S. Taylor - Chairperson, Faison Library/Museum Committee



Senior Services
Jul-23

1. NUTRITION CONGREGATE	
Units of Service	1308
Persons served	124
Wellness Checks/Outreach	7
# of volunteers	28
# of volunteers hrs	283

2. HOMEBOUND MEALS	
Units of Service	1615
Persons served	70
Waiting List	7
# of volunteers	23
# of volunteers hrs	26

3. GENERAL TRANSPORTATION	
Units of Service	256
Persons served	12

4. IN HOME AIDE SERVICE	
Units of Service	522
Persons served	85
Waiting List	36

5. ENSURE	
# of cases	92
Persons served	54

6. HOUSING & HOME IMPROVEMENT	
Units of Service (Ramps built)	0
Waiting List	3
# of volunteers	8
# of volunteers hrs	28

7. FAMILY CAREGIVER	
Persons served w/ vouchers	0

8. INCONTINENCE SUPPLIES	
Units of Service (pack)	0
Persons served	0

9. FAN PROGRAM	
Fans given away	9

10. SENIOR CENTER PROGRAM	
Units of Service	207
Persons served	27
# of volunteers	4
# of volunteer hours	7

11. TELEPHONE REASSURANCE	
Units of Service	284
Persons served	8

12. INFORMATION & REFERRAL	
Units of Service	22
Persons served	22

13. TRAINING - EMPLOYEE-QUARTERLY	
Number of hours	0
Number of staff	0

14. INCOME TAX VOLUNTEER PROGRAM	
Number of hours	14
Number of volunteers	3

15. MEAL COST	
Meals Prepared	2595
Total Expenditures (per meal)	\$ 23,874.74
	\$9.20

16. FAMILY CAREGIVER - SUPPORT GROUP	
Persons Served	4

Sent to County Manager:

8/16/2023



COOPERATIVE
NC
EXTENSION

DUPLIN COUNTY CENTER

THE
CULTIVATOR
A Review of July 2023

Duplin County Center
165C Agriculture Drive
Kenansville, NC 28349

Website: <https://duplin.ces.ncsu.edu>
Duplin County Center-NCE Facebook: <https://go.ncsu.edu/zygc9a>
4-H Facebook: <https://go.ncsu.edu/om3ppt0>

Phone: 910.296.2143
Fax: 910.296.2191

Amanda Hatcher
County Extension
Director, Livestock

Wanda Bell
Administrative Assistant
Director, 4-H, Family &
Consumer Sciences

Wanda Hargrove
Support Specialist
Agriculture, Livestock,
Facilities Coordinator

Jessica Hall
Livestock and Forages

Della King
Agriculture, Field Crops

Tom Hroza
Horticulture

Rachel Ezell
Family and Consumer
Science

James Harrisfield
Area Specialized
Agent, Farm Management
NC A&T State

Walter Adams
Agriculture & Natural
Resources Technician
NC A&T State

Bridget Huffman
4-H Youth Development

Charmarc Kendall
4-H Program Assistant,
Youth
Agriculture/Livestock

Jasmine Williams
4-H Prevention
Coordinator

Notes from the Director

Amanda Hatcher

- Conducted employee evaluations
- Attended events to mentor new CED in Onslow County
- Attended Southeast District County Extension Director meeting, Duplin County department head meetings, staff meeting and Statewide County Extension Director update
- Attended poster presentation for summer intern

Livestock

Amanda Hatcher, Livestock and Forage

- Assisted 17 farmers in nutrient management, 7 farmers in farm management, and 7 farmers in crop management
- Assisted with 4-H Heart Smart Camp
- Assisted with Cover Crops app beta testing
- Taught modules at the 10-hour animal waste class in Lenoir County
- Met with agents to work on plans for 2024 state ag agents meeting
- Participated in overview of Hurricane Florence with NC Climate Office
- Face-to-face contacts: 171. Non face-to-face contacts: 278

Livestock

Jessica Hall, Livestock and Forage

- Worked at State 4-H Horse Show
- Helped with 4-H Summer Workshops
- Worked at State 4-H Skillathon and Livestock Judging Competition
- Attended Annual Livestock Agents' Training
- Continued coordinating rodeo events for Duplin Agribusiness Fair
- Assisted producers with pasture and hayfield fertilization, weed identification, troubleshooting, and management
- Face-to-face contacts: 315. Non face-to-face contacts: 10,122

Field Crops

Della King, Field Crop Agent

- Made first PCR application to Peanut Test Plot
- Continue to do more work and checks on both Corn Plots and Soybean Fungicide Plot
- Assisted growers as requested with crop issues/concerns
- Assisted 4-H is several capacities
- Attended Agent Trainings
- Face-to-face contacts: 23. Non face-to-face contacts: 76

Britt Building

Monthly

Usage

July

Total number of events:

40

Total attendance for the events:

1,367

Public events:

37

Private events:

3

North Carolina State University and North Carolina A&T State University commit themselves to positive action to secure equal opportunity regardless of race, color, creed, national origin, religion, sex, age, veteran status or disability. In addition, the two Universities welcome all persons without regard to sexual orientation. North Carolina State University, North Carolina A&T State University, U.S. Department of Agriculture, and local governments cooperating.

Horticulture.....Tom Hroza, Horticulture

- Participated in a field day at the J C Raulston Arboretum to see all the newly released plants and how they compared to each other under the same environmental factors. We also observed some of the newer herbicides under the same conditions and observed what weeds they controlled and how well they controlled them.
- Maintained our cut flowers plot, which turned out better than expected.
- Assisted with a flower arranging workshop with 12 - 4-Hers participating. We have plenty of flowers to share with the public now that class is over with flower arrangements are being shared with shut ins and people in rest homes.
- Leading Friends of Horticulture to plan fall gardens.
- Led Beekeepers to continue to educate people about spraying near beehives and the best time of the day to spray.
- Face-to-face contacts: 79. Non face-to-face contacts: 1,008

Family and Consumer Science (FCS).....Rachel Ezzell, FCS Agent

- Hosted a Knife Skills Workshop teaching the basics of caring for and using knives.
- Completed graduate coursework at NC State in nutrition and scientific research methods.
- Led 4-H Heart Smart Camp's focus on how nutrition and physical activity play a role in keeping our heart healthy in collaboration with 4-H team and summer interns.
- Led cooking workshop for 10-18 year olds in collaboration with 4-H team featuring a professional chef.
- Met with NC State Extension's Regional Nutrition Extension Associate and Lead Food and Built Environments Extension Associate to explore and discuss opportunities in the area of Policy, System, and Environmental changes.
- Face to face contacts 134 and non face to face contacts 217.



Small Farms.....James Hartsfield, Farm Management (Duplin/Sampson)

- Attended CEFS Small Farm Unit Demonstration and Field Day
- Visited farmers to assist with production and marketing Risk Management Plans.
- Visited a farmer to provide information on business plans and assist with plans.
- Visited a small farm producer to provide information on Financial Assistance Application Process for USDA-NRCS Environmental Quality Incentives Program (EQIP) and publication on High Tunnel Farming
- Visited farmers to provide information on Financial Assistance Application Process for USDA farm loan borrowers.
- Face-to-face contacts: 16. Non face-to-face contacts: 3,025

Agriculture & Natural Resources.....Walter Adams, Tech. (Duplin/Lenoir)

- Assisted grower with pesticide license information
- Assisted grower with getting registered to take the pesticide license exam
- Assisted a vegetable grower with herbicide recommendations for weed control for fall/spring planting
- Face-to-face contacts: 6. Non face-to-face contacts: 34

4-H and Youth Development.....



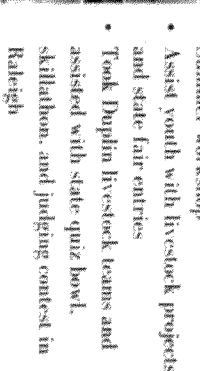
Continued 4-H summer programs - 4-H Heart Smart Camp, Cooking for Kids ages 10-18, and It's "Sew" Easy to name a few (Pictures right and top left)



- Attended county staff updates, 4-H updates and trainings, and State Extension updates.
- Facilitated Duplin County 4-H's participation in 2023 NC 4-H Congress held in Raleigh on NC State campus. During the event, state presentations were held and two of our 4-Hers won bronze and 5th place for their presentations. Also during the 4 day event, workshops were held, great speakers, a talent showcase, community service project, and voting of the 2023-2024 state 4-H officers. (picture left)
- Face-to-face contacts: 210. Non face-to-face contacts: 5,326

Charmac Kendall, 4-H Agriculture/Livestock Program Assistant

- Led Weekly Livestock Judging & Skilathon practice teams
- Prepared for Lamb Project Program and Duplin Livestock Shows
- Led Weekly Livestock Judging & Skilathon practice teams
- Prepared for Lamb Project Program and Duplin Livestock Shows
- Facilitated Bouquetts (Picture right) and Baking (Picture left) 4-H Summer workshop
- Assist youth with livestock projects and state fair entries
- Took Duplin livestock teams and assisted with state quiz bowl, skilathon, and judging contest in Raleigh



Jasmine Williams, 4-H Prevention Coordinator

- Continued Syner/Merchant Education in Duplin, Sampson, and Wayne counties

Bridget Hoffman, 4-H Agent



Month-End Report and Upcoming Events

July 2023	# Of People
July 4th Event-(1st)	2,000
Birthday Party-(1st)	500
August 2023	# Of People
Back To School Event-(19th)	4,000
September 2023	# Of People
Gobbles and Grunts-(9th)	
Duplin Agribusiness Fair-(14th-16th)	
Muscadine Festival-(30th)	
October 2023	# Of People
Duplin Onslow Hunter Banquet-(7th)	
Olivia's Truck Show For a Cure-(14th)	
SCM Concert-(28th)	
November 2023	# Of People
Big Buck Round-Up-(3rd-4th)	
Birthday Party-(11th)	
Birthday Party-(18th)	
Health Dpt. Food Drive-(22nd)	
December 2023	# Of People

S&W Family Day(2nd)	Amount
Aging Christmas Party-(13th)	
Duplin County Employee Christmas Party-(15th)	
Concessions	Amount
July 2023	\$0.00
August 2023	\$0.00
September 2023	
October 2023	
November 2023	
December 2023	
Expenditures/Labor	Amount
July 2023	\$939.11
August 2023	\$988.50
September 2023	
October 2023	
November 2023	
December 2023	
Event Rental Fees	Amount
July 2023	\$8,475.98
August 2023	\$871.00

September 2023	
October 2023	
November 2023	
December 2023	

Recent Project Activity & Updates

- Cleaning Bays up and getting them organized.
- New Seating has been ordered and they are looking to start in November or December