BRUNSWICK COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
March 1, 2021
3:00 PM

I. Call to Order

II. Invocation/Pledge of Allegiance

III. Adjustments/Approval of Agenda

IV. Public Comments

V. Approval of Consent Agenda

1. Administration - Surplus Property Offers for Upset Bid Process

   Request that the Board of Commissioners accept, subject to the upset bid process, offers that have been submitted for surplus parcels that meet the value parameters previously established by the Board.

2. Board Appointment - Home & Community Care Block Grant Committee

   Request that the Board of Commissioner consider appointing Brenda McCants to fill an unexpired term on the Home & Community Care Block Grant Committee; term expires June 30, 2021.

3. Clerk to the Board - Meeting Minutes

   Request that the Board of Commissioners approve the draft minutes from the February 15, 2021 Regular Meeting and the February 23, 2021 Emergency Meeting.

4. County Attorney - Sunset Ridge Duplexes South Parcel - Lots 19-28 DOD

   Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure for Sunset Ridge Duplexes South Parcel Lots 19-28.

5. Engineering - Ash Waccamaw Multiuse Building - Architect Design Contract Extension

   Request that the Board of Commissioners renew the professional services design contract with Sawyer Sherwood & Associate Architects and also approve additional design services with a lump sum fee of $39,000.

6. Engineering - Courthouse Addition & Renovation - Monteith Construction Contract Change Order (1)

   Request that the Board of Commissioners review and approve Change Order #1 with Monteith Construction Corporation for the courthouse addition and renovation project in the amount of $95,565 and an additional (23) contract construction days.

7. Finance - Contract to Audit Accounts Martin Starnes & Associates, CPAs, P.A.

   Request that the Board of Commissioners approve a one year contract for audit services with Martin Starnes & Associates, CPAs, P.A.

8. Health and Human Services - Health Services - CureMD Services Agreement for COVID-19 Mass Scheduling / Management System

   Request that the Board of Commissioners approve an agreement with CureMD.com,Inc. for the application of a vaccine management system to include mass scheduling functionality for administration of the COVID-19 vaccine upon review and approval of the County Attorney.

9. Health and Human Services - WARM 2021 Urgent Repair Program Support

Request

Request that the Board of Commissioners support an application and 20% funding match up to a maximum of $20,000 for the 2021 Urgent Repair Program to be submitted by the Wilmington Area Rebuilding Ministry, Inc. (WARM) for their housing rehabilitation activities in Brunswick County.

10. Utilities - 211 WTP Well Rehabilitation

    Request that the Board of Commissioners Approve the award of a service contract with Skipper's Well Drilling and Pump Service Inc., in the amount of $487,250.

11. Utilities - Highfill On-Call Engineering for Sea Trail WWTP

    Request that the Board of Commissioners approve a budget amendment and authorize the Chairman and Clerk to the Board to execute the contract with Highfill Infrastructure Engineering Inc., in an amount not to exceed $147,000 for engineering services associated with the On-Call Engineering Contract Task Order No. 1.

12. Utilities - Refunds and Releases for Calabash SAD #25

    Request that the Board of Commissioners authorize the Tax Department to release and refund the special assessments for parcels #2400001717, #2400001718, #2400001719, and #2400001720 relating to the Calabash Area Special Sewer Assessment (SAD #25).

13. Utilities - Shallotte Water Line Cape Fear Engineering Contract Amendment 2

    Request that the Board of Commissioners approve the contract amendment with Cape Fear Engineering to extend the contract effective date by 419 days to 1,244 days for engineering services associated with the design and construction administration of the Shallotte Water Transmission Main.

VI. Presentation

1. Presentation - Administration - Department Recognition - Assistance with Fire in the Town of Shallotte (Randell Woodruff, County Manager)

   Request that the Board of Commissioner share a Proclamation from the Town of Shallotte and recognize those Brunswick County departments that assisted with the February 1, 2021 fire in Shallotte.

2. Presentation - Health and Human Services - Social Services: Medicaid Managed Care (Catherine Lytch, Social Services Director)

   Request that the Board of Commissioners receive a presentation on Medicaid Managed Care.

VII. Administrative Report

1. MIS - Commission Chambers AV Upgrade (Steve Randone, MIS Director)

   Request that the Board of Commissioner receive a presentation on two (2) Commission Chambers audio/visual upgrade proposal options from Avidex for consideration, selection and approval, and authorize the Chairman and Clerk to the Board to approve the contract, subject to review and approval by the County Attorney.

VIII. Other Business/Informal Discussion

IX. Closed Session

1. Closed Session

   Request that the Board of Commissioners enter into Closed Session pursuant to NCGS 143-318.11(a)(1) to approve closed session minutes, 143-318.11(a)(3) to consult with the attorney, and 143-318.11(a)(6) to discuss personnel.

X. Adjournment

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 1, 2021

Action Item # V. - 1.

From: Administration - Surplus Property Offers for Upset Bid Process
Steve Stone, Deputy County Manager

Issue/Action Requested:
Request that the Board of Commissioners accept, subject to the upset bid process, offers that have been submitted for surplus parcels that meet the value parameters previously established by the Board.

Background/Purpose of Request:

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
142JE011	Cherry Rd, BSL	.24 acre	$11,000.00	2-6-2019	$4,035.62	$4,035.62

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:
Recommend the Board of Commissioners accept, subject to the upset bid process, offers that have been submitted for surplus parcels that meet the value parameters previously established by the Board.

ATTACHMENTS:

Description

- Bid 142JE011

From: Surplus Land Bid
To: Steve Stone
Subject: Surplus Land Bid: Parcel # 142JE011
Date: Monday, January 25, 2021 9:35:12 AM

CAUTION: This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Aleksey Mezokh
(772) 607-4024
amezokh@gmail.com
8650 Spicewood Springs Rd, Ste 145-557, Austin, TX, 78759, United States
Parcel # 142JE011
Bid Amount: $4035.62
Optional Additional Comments:

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 1, 2021

Action Item # V. - 2.
Board Appointment - Home & Community Care Block Grant Committee

From:
Andrea White

Issue/Action Requested:
Request that the Board of Commissioner consider appointing Brenda McCants to fill an unexpired term on the Home & Community Care Block Grant Committee; term expires June 30, 2021.

Background/Purpose of Request:
The Home & Community Care Block Grant (HCCBG) Committee meets once a year to review, discuss, and vote on the proposed HCCBG Budget. A second meeting is scheduled if a budget revision is needed.

While there is not a set number of committee members that should serve on the Committee, they have recently lost two members; one due to a resignation in April 2020 and one due to a death in October 2020.

All committee terms are one year. If appointed, Ms. McCants will fill an unexpired term carrying an expiration date of June 30, 2021.

Fiscal Impact:
Not Applicable

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioner consider appointing Brenda McCants to fill an unexpired term on the Home & Community Care Block Grant Committee; term expires June 30, 2021.

ATTACHMENTS:

Description

- HCCBG Committee Roster

Home & Community Care Block Grant Committee

Name	District	Appointment Date	Term	Expiration Date	Serving Since
Joan Graham	N/A	6/1/2020	1	6/30/2021	2018
Nicholas Zaccaro	N/A	6/1/2020	1	6/30/2021	2015
Carol Santavicca	N/A	6/1/2020	1	6/30/2021	2015
Joanne DiRoma	N/A	6/1/2020	1	6/30/2021	2019
Beverly Nowak-Heine	N/A	6/1/2020	1	6/30/2021	2018
Pat Olsen	N/A	6/1/2020	1	6/30/2021	2018
Mary Poole	N/A	6/1/2020	1	6/30/2021	2018
Vacant	N/A	6/17/2019	1	6/30/2021	2018
Joseph Sgro	N/A	6/1/2020	1	6/30/2021	2019
Vacant	N/A	6/1/2020	1	6/30/2021	2015
Brian Flanagan	N/A	6/1/2020	1	6/30/2021	2015

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Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 1, 2021

Action Item # V. - 3.
Clerk to the Board - Meeting Minutes

From:
Andrea White

Issue/Action Requested:
Request that the Board of Commissioners approve the draft minutes from the February 15, 2021 Regular Meeting and the February 23, 2021 Emergency Meeting.

Background/Purpose of Request:

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the draft minutes from the February 15, 2021 Regular Meeting and the February 23, 2021 Emergency Meeting.

ATTACHMENTS:

Description

- Draft Minutes - 2021-02-15 Regular Meeting
- Draft Minutes - 2021-02-23 Emergency Meeting

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
FEBRUARY 15, 2021
6:00 P.M.

The Brunswick County Board of Commissioners met in Regular Session on the above date at 6:00 p.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.

PRESENT:	Commissioner Randy Thompson, Chairman Commissioner Mike Forte, Vice-Chairman Commissioner J. Martin Cooke Commissioner Pat Sykes
ABSENT:	Commissioner Frank Williams
STAFF:	Randell Woodruff, County Manager Bob Shaver, County Attorney Steve Stone, Deputy County Manager Julie Miller, Finance Director Andrea White, Clerk to the Board Jared Galloway, Deputy Clerk to the Board Neal Galloway, MIS Meagan Kascsak, Communications Director Sgt. Tate Bond, Sheriff's Office

Board Action, containing all items in this set of minutes, is filed within the Clerk to the Board's office.

I. CALL TO ORDER

Chairman Thompson called the meeting to order at 6:00 p.m.

II. INVOCATION/PLEDGE OF ALLEGIANCE

Chairman Thompson gave the Invocation and led the Pledge of Allegiance.

Commissioner Williams was absent due to a family illness. Chairman Thompson asked that everyone remember them during this trying time.

III. ADJUSTMENTS/APPROVAL OF AGENDA

Chairman Thompson asked for adjustments to the agenda. No adjustments were requested.

Vice-Chairman Forte moved to approve the agenda. The motion was seconded by Commissioner Sykes and passed unanimously (4 to 0).

IV. PUBLIC COMMENTS

Chairman Thompson announced that no one signed up to speak.

V. APPROVAL OF CONSENT AGENDA

Commissioner Cooke moved to approve the Consent Agenda as presented. The motion was seconded by Commissioner Sykes and passed unanimously (4 to 0). The following items were approved:

1. **Administration - Surplus Property Offers for Upset Bid Process**
Accepted, subject to the upset bid process, the following offers submitted for surplus parcels that met the value parameters previously established by the Board:

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
142HA056	Robin Rd, BSL	.73 acre	$8,800.00	4-1-2014	$3,300.00	$3,300.00
142HA057	Robin Rd, BSL	.36 acre	$4,400.00	4-1-2014	$1,670.00	$1,680.00

2. **Board Appointment - Brunswick Senior Resources, Inc.**
Appointed Mr. Dan Bruneau to the Brunswick Senior Resources, Inc. Board to fill the unexpired term, expiring June 30, 2021, representing District 5.

3. **Board Appointment - Substance Use and Addiction Commission**
Appointed Ms. Jennifer Lucas to the unexpired seat representing the Brunswick County School Board on the Brunswick County Substance Use and Addiction Commission with a term expiring June 30, 2023.

4. **Clerk to the Board - Meeting Minutes**
Approved the draft minutes from the February 1, 2021 Regular meeting and the February 1-2, 2021 Workshop.

5. **Finance - Fiscal Items**
Approved Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routine nature.

   - **Insurance Proceeds Emergency Services Budget Amendment**
   Appropriated insurance proceeds for the replacement of a total loss Stryker power pro stretcher.

   - **Financial Statements for January 2021 (unaudited)**
   Included Summary Information for General and Enterprise Funds, key indicators of Revenues and Expenditures and Cash and Investments. All reports provided at http://brunswickcountync.gov/finance/reports.

6. **Finance - Property & Fixed Asset Policy Amendment**
Approved amendments to the Fixed Asset Policy to include the elimination of information under the Disposal of Surplus Property section to make reference to this section in the Brunswick County Contract and Purchasing Policy and to follow the Finance Departments procedures for transfer and disposal, and added under section 5. Property (Under $5,000 Fixed Asset Capitalization Threshold) the following: *An inventory of property with a purchase price greater than $500 but not meeting the capitalization threshold of $5,000 must be maintained by the department. This inventory must be current and accurate and updated as changes occur, or at a minimum, semiannually*. The policy was also renamed Property & Fixed Asset Policy and sections were updated for current accounting policies.

7. **Health and Human Services - Health Services - AA-543 ELC Enhanced Detection Activities (Revision 1)**
Approved the Agreement Addendum for 543 ELC Enhancing Detection Activities (Revision 1) and authorized the Health Director's executing signature on the agreement form.

8. **Health and Human Services - Health Services - AA-716 - CDC COVID-19 Vaccination Program**
Approved the Agreement Addendum for activity 716 - CDC COVID-19 Vaccination Program and authorized the Health Director's executing signature on addendum form.

9. **Health and Human Services - Public Housing: Request to Schedule a Public Hearing**
Scheduled a public hearing on April 19, 2021 to hear any comments or suggestions on the Public Housing Agency goals, objectives and policies.

10. **Health and Human Services - Social Services - Southeastern Community and Family Services, Inc. Community Service Block Grant Application FY 2021 - 2022**
Reviewed the provided information on Southeastern Community and Family Services' Community Service Block Grant refunding application for FY 2021-2022 and authorized the clerk to sign the provided documentation form.

11. **Tax Administration - Annual Tax Advertisement Order for 2020 Unpaid Tax Liens**
Approved the advertisement of 2020 unpaid tax liens on real property.

12. **Tax Administration - February 2021 Releases**
Approved the February 2021 releases.

13. **Utilities - Northeast Brunswick Regional WWTP Emergency Biosolids Disposal**
Approved a temporary contract price adjustment submitted by Bio-Green Services Inc., for emergency hauling of biosolids from the Northeast Brunswick Regional WWTP. The temporary adjustment will allow Bio-Green Services to haul 400,000 gallons of biosolids at a cost not to exceed $34,000 from the Northeast Brunswick Regional WWTF to Lewis Farms

and Liquid Waste Inc. The temporary adjustment will increase the previously approved contracted price from (.045/gallon) to (.095/gallon).

14. **Utilities - West Brunswick Regional WWTP Emergency Biosolids Proposal**
Approved the proposal and subsequent contract submitted by EMA Resources Inc., for emergency dewatering and hauling of biosolids in the amount of $123,000 from the West Brunswick Regional WWTF to the McGill Composting facility and authorized the County Manager to sign a purchase order for the associated tipping fee for disposal at the McGill Compost facility in the amount of $25,600.

VI. PRESENTATION

1. **Administration - BTS Community Connectivity Plan**
Request that the Board of Commissioners receive a presentation on the recently completed Community Connectivity Plan from Yvonne Hatcher, Executive Director of Brunswick Transit Service, Inc.

Ms. Hatcher presented the highlights of the recently completed Community Connectivity Plan and briefly discussed possible future services and the potential access of non-local funding streams that have not previously been used by Brunswick Transit Service (BTS). A brief discussion was held regarding the anticipated receipt of COVID funding from NCDOT through the Department of Health and Human Services. COVID funding received last year allowed BTS to provide free fares beginning in March 2020. BTS has applied for non-COIVD related funding through GSATS (Grand Strand Area Transportation Study) and is also seeking information to determine if they qualify for COVID related funds from South Carolina. No action was taken.

2. **Administration - Introduction of Interim Cooperative Extension Director**
Request that the Board of Commissioners hear a statement of introduction from Interim Cooperative Extension Director Dalton Dockery, Ph.D.

Dr. Dockery shared that he is currently the Extension Director in Columbus County and is serving as Brunswick County's Interim Director while working to fill the position. Following a brief discussion on an anticipated hiring timeline, the Board welcomed Dr. Dockery to Brunswick County. No action was taken.

VII. PUBLIC HEARING

1. **Planning - Z-800 (Kirstie Dixon, Planning Director)**
Request that, after the Public Hearing, the Board of Commissioners consider amending the Brunswick County Unified Development Ordinance Map from C-LD (Commercial Low Density) to C-I (Commercial Intensive).

Ms. Dixon explained that rezoning case Z-800 is a request to rezone from C-LD to C-I. The case went to the Planning Board on November 9, 2020 and was denied as the Planning Board felt that the request was not appropriate for the area. The applicant appealed on November 16, 2020, within the allowed timeframe included in the Ordinance, and the Public Hearing was scheduled for January 19, 2021. The applicant requested a continuance on the day of the meeting and the Board of Commissioners continued the case until February 15, 2021. The applicant has met with staff and requested that the case be sent back to staff for consideration. Within the UDO, the Board has three options; 1) approve the rezoning, 2) deny the rezoning, or 3) send the case back to the Zoning Administrator for additional consideration.

Following discussion, Vice-Chairman Forte moved to send the case back for consideration. Further discussion of the options resulted in Vice-Chairman Forte withdrawing his motion as the Board deliberated.

Vice-Chairman Forte moved to send the case back for consideration. The motioned was seconded by Commissioner Cooke and passed 3 to 1 (Ayes: Forte, Cooke, Thompson; Nay: Sykes).

Chairman Thompson briefly addressed the audience regarding the decision of the Board and the intention of the Planning Board to take action that is in the best interest of everyone involved.

VIII. OTHER BUSINESS/INFORMAL DISCUSSION

No items were brought forth.

IX. ADJOURNMENT

Commissioner Sykes moved to adjourn the meeting at 6:38 p.m. The motion was seconded by Vice-Chairman Forte and passed unanimously (4 to 0).

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

Attest:

_____
Andrea White, NCCCC
Clerk to the Board

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
EMERGENCY MEETING
FEBRUARY 23, 2021
3:00 P.M.

The Brunswick County Board of Commissioners held an Emergency Meeting on the above date at 3:00 p.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.

PRESENT:	Commissioner Randy Thompson, Chairman Commissioner Mike Forte, Vice-Chairman Commissioner J. Martin Cooke Commissioner Pat Sykes Commissioner Frank Williams
STAFF:	Randell Woodruff, County Manager Bryan Batton, Assistant County Attorney Steve Stone, Deputy County Manager Julie Miller, Finance Director Andrea White, Clerk to the Board Jared Galloway, Deputy Clerk to the Board Neal Galloway, MIS Meagan Kascsak, Communications Director Cpt. Lamar Siler, Sheriff's Office

Board Action, containing all items in this set of minutes, is filed within the Clerk to the Board's office.

I. CALL TO ORDER

Chairman Thompson called the meeting to order at 3:00 p.m.

Commissioner Williams gave Invocation and led the Pledge of Allegiance.

Chairman Thompson thanked the Board members for changing their schedules in order to hold the meeting and thanked all those who responded to the community's needs following the tornado event of February 16, 2021, to include the volunteers and response agencies.

II. ORDER OF BUSINESS

- **Address Public Safety Concerns Related to Debris Created by the Tornado**

  Chairman Thompson recognized County Manager Randell Woodruff.

  Mr. Woodruff explained that County staff had thoroughly analyzed the debris situation as a result of the tornado in the Ocean Ridge community and surrounding areas. Ms. Stephanie Lewis and staff engaged with the debris contractor, North Carolina Department of Transportation (NCDOT) officials, as well as the local community to arrive at the best process for cleanup efforts for the Board's consideration. The process would include working with the NCDOT for removal of vegetative debris and possibly using County staff for removal of construction and demolition (C&D) debris.

  Ms. Lewis reviewed the debris estimates as a result of the assessments. The contractor estimated approximately 7,000 cubic yards of vegetative debris and 200 cubic yards of C&D debris currently on the right-of-way. The C&D amount does not include the damaged homes on private property. The County's plans are on hold until the official confirmation from NCDOT has been received. If NCDOT removes the vegetative debris, County staff is prepared to remove the C&D amounts currently on the roadside. This does not include the C&D amounts associated with demolition of homes on private property.

  Chairman Thompson noted, in speaking with Chad Kimes, Division Engineer for the Wilmington NCDOT office, that the council for the Governor sent the Executive Order to be signed by the Governor to assist impacted communities with cleanup of vegetative debris.

  Chairman Thompson clarified that the County would wait to hear back from NCDOT to confirm that they will remove the vegetative debris throughout the impacted areas. If that confirmation is received and the Board approves, the County will remove the curbside C&D

totaling approximately 200 cubic yards and will assist NCDOT with identifying a temporary debris site and coordinate the removal of any ground debris or final product.

Following a brief discussion on the importance of creating a plan for the future should such an event happen again, Chairman Thompson requested that Operation Services work with NCDOT and the County's Communications Director to formulate information to be shared with the public and the HOA so that everyone knows the timetable for debris removal.

Commissioner Williams moved to authorize staff to proceed with the removal of C&D debris using County resources, contingent upon NCDOT removing the vegetative debris.

Ms. Lewis shared the list of affected roads with the Board. Following a brief discussion, Commissioner Williams amended his motion to authorize staff to proceed with removal of C&D debris in the areas defined by staff, contingent upon NCDOT removing the vegetative debris.

Ms. Lewis noted that debris removal does not include debris placed in the right-of-way in front of vacant lots or commercial lots.

With no further discussion, Chairman Thompson referenced the amended motion. The motion was seconded by Commissioner Sykes and the passed unanimously (5 to 0).

The Board members shared their appreciation of the agencies and the hundreds of volunteers that stepped forward to assist with this event.

III. ADJOURNMENT

Commissioner Williams moved to adjourn the meeting at 3:29 p.m. The motion was seconded by Commissioner Williams and passed unanimously (5 to 0).

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

Attest:

_____
Andrea White, NCCCC
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 1, 2021

Action Item # V. - 4.
County Attorney - Sunset Ridge Duplexes South Parcel - Lots 19-28 DOD

From:
Bryan Batton

Issue/Action Requested:
Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure for Sunset Ridge Duplexes South Parcel Lots 19-28.

Background/Purpose of Request:
Bill Clark Homes of Wilmington, LLC has submitted a Deed of Dedication for water and sewer infrastructure for Sunset Ridge Duplexes South Parcel Lots 19-28. The lines have been tested and approved and are ready to be incorporated into our utility system.

Fiscal Impact:
Reviewed By Director of Fiscal Operations
$ 15,889.00 for water
$ 18,345.00 for sewer

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Accept the Deed of Dedication for water and sewer infrastructure from Bill Clark Homes of Wilmington, LLC.

County Manager's Recommendation:
Recommend the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure for Sunset Ridge Duplexes South Parcel Lots 19-28.

ATTACHMENTS:

Description

- Sunset Ridge Duplexes South Parcel Lots 19-28

Prepared by: Stephen R. Outten, Esq.
Bailey & Busby, PLLC – Wilmington Office
7110 Wrightsville Ave., Suite A-1
Wilmington, NC 28403

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the _____ day of _____, 2021, by and between BILL CLARK HOMES OF WILMINGTON, LLC, a North Carolina Limited Liability Company, with an office and place of business in New Hanover County, and whose address is 127 Racine Drive, Suite 201, Wilmington, North Carolina 28403, party of the first part, hereinafter referred to as "Developer", and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, whose address is P.O. Box 249, Bolivia, NC 28422, party of the second part, hereinafter referred to as "Grantee",

W I T N E S S E T H:

That whereas Developer is the owner and developer of a tract or parcel located in Brunswick County, North Carolina, known as Sunset Ridge Duplexes South Parcel – Lots 19-28, as described on a plat recorded in Map Cabinet 125 at page 94, (hereinafter collectively "the Development");

And whereas Developer has caused to be installed water distribution lines and/or sewer lines under and along the road rights-of-way hereinafter described and referenced;

And whereas Developer wishes to obtain water and/or sewer from Grantee for the property and to make water and sewer from Grantee's system available to individual owners.

And whereas Grantee has adopted through appropriate resolution stated policy regarding water distribution and sewer systems under the terms of which, among other things, in order to obtain water and sewer for said subdivision Developer must convey title to the water (and/or sewer) distribution system to Grantee through an instrument of dedication acceptable to Grantee;

NOW, THEREFORE, Developer, in consideration of Grantee accepting said water and sewer lines and making water and sewer available to said subdivision, has conveyed by these presents does hereby convey to Grantee, its lawful successors and assigns, the following described property:

ITEM ONE

All of the water distribution lines and sewer collection lines and equipment located under, along and within the property described as Sunset Ridge Duplexes South Parcel – Lots 19-28, as the same appears on a plat thereof recorded in Map Cabinet 125 at page 94 of the Brunswick County Registry and as shown on the Exhibit Map prepared by Paramount Eng. dated 12-10-2020 attached hereto and marked "Exhibit A".

ITEM TWO

Non-exclusive easements over, along and upon the entire area of all streets, roads, parking areas and cul-de-sacs depicted on the plats and serving the areas referenced in Item One above, for purposes of entry into the Development for maintenance, repair and upkeep of the water distribution and sewer collection systems and for connecting the same to the Development lots developed or to be developed lying adjacent to said streets, roads, parking areas and cul-de-sacs. Reserving unto Developer, its successors and assigns, equal rights of easement and access over, in, along and upon said streets, roads, parking areas and cul-de-sacs for purposes of installing and maintaining such other utilities as may be required for the development of the Development, including but not limited to, electric, gas, telephone, cable, and sewer.

TO HAVE AND TO HOLD said water and sewer lines and equipment above described together with the privileges and appurtenances thereto belonging to Grantee forever, together with non-exclusive easements over along and upon the entire area of the streets and cul-de-sacs depicted on the maps and servicing the areas referenced above for purposes of entry into the subdivision for maintenance, repair and upkeep of the water (and/or sewer) distribution systems

and for connecting the same to the individual lots developed or to be developed lying adjacent to said streets and cul-de-sacs reserving unto Developer, its successors and assigns, equal rights of easement and easement over, in, along and upon said streets and cul-de-sacs for purposes of installing and maintaining such utilities as may be required for the development of said subdivision, including, but not limited to, electric, gas, telephone, cable and sewer.

And Developer does hereby covenant that it is seized of said water and sewer lines and equipment described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

Developer warrants to Grantee that the system herein conveyed is of good quality and free from faults and defects, and conforms to as-built drawings. Developer warrants said system for a period of one (1) year from the date of recording this Deed of Dedication in the office of the Brunswick County Register of Deeds.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed, the day and year first above written.

Bill Clark Homes of Wilmington, LLC

By: _____(SEAL)
Edward H. Clark, Manager

By: _____(SEAL)
Cheryl Blanton, Manager

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, Tracy Sholders, a Notary Public of **Pender County, North Carolina**, do hereby certify that **Edward H. Clark** and **Cheryl Blanton** personally appeared before me this day and acknowledged that they are managers of **Bill Clark Homes of Wilmington, LLC**, a North Carolina limited liability company, and being authorized to do so, as Managers of the limited liability company, executed the foregoing instrument on behalf of the limited liability company.

Witness my hand and official seal on this date shown.

Tracy Sholders
Notary Public

Date: January 25, 2021

My Commission Expires: August 19, 2025

TRACY SHOLDERS
NOTARY PUBLIC
PENDER COUNTY, NC
My Commission Expires 08-19-25

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for Bill Clark Homes of Wilmington, LLC was accepted by the Brunswick County Board of Commissioners on the _____ day of _____, 2021.

Brunswick County Board of Commissioners

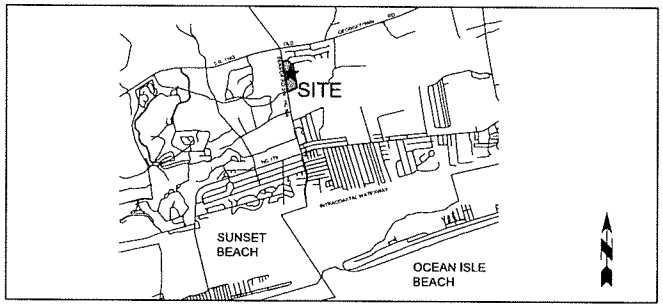
_____

~~Frank Williams,~~ Chairman - Randy Thompson

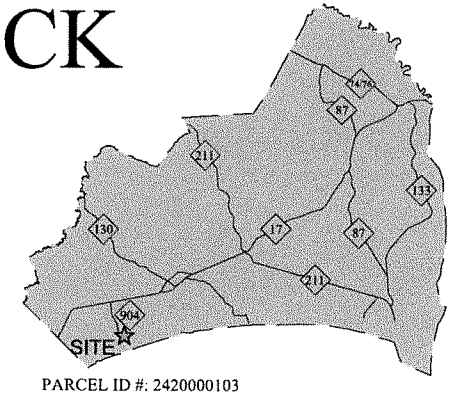
_____

Andrea White
Clerk to the Board

COUNTY OF BRUNSWICK



VICINITY MAP
NOT TO SCALE



PARCEL ID #: 2420000103
PIN #: 105506488332

SUNSET RIDGE DUPLEXES

LOTS #19 - 28

OWNER
BILL CLARK HOMES OF WILMINGTON, LLC
127 RACINE DRIVE, SUITE 201
WILMINGTON, NC 28403

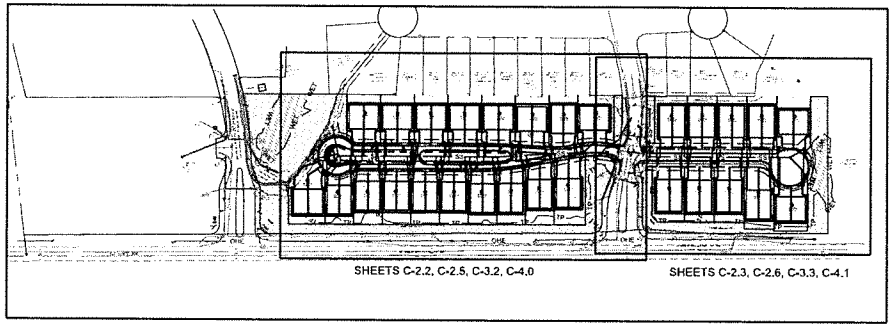
SURVEYOR
PARAMOUNTE ENGINEERING, INC.
122 CINEMA DRIVE
WILMINGTON, NC 28403
PHONE: (910) 791-6707
JOSH TAYLOR, PLS

VERTICAL DATUM: NAVD-88

ENGINEER
PARAMOUNTE ENGINEERING, INC.
122 CINEMA DRIVE
WILMINGTON, NC 28403
PHONE: (910) 791-6707
ROB BALLAND, PE
rballand@paramounte-eng.com

PARAMOUNTE
ENGINEERING, INC.
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6740 (F)
NC License # C-2816

TYPE OF WORK:
RECORD DRAWINGS - GRAVITY SEWER AND WATER MAIN



INDEX OF SHEETS

C-0	COVER SHEET
C-4.0 - C-4.1	UTILITY PLAN

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

"ENGINEER'S CERTIFICATION OF COMPLIANCE WITH BRUNSWICK COUNTY SPECIFCATIONS AND DETAILS"
I hereby certify that the plans, details, and associated project specifications comply with the latest version, as of this date, of Brunswick County's Standard Specifications and Standard Details per standard engineering practice. Furthermore, I confirm my understanding that reviews and approvals by Brunswick County personnel do not imply that Brunswick County personnel have reviewed and are in agreement with every portion of the plans and specifications that I have submitted. I understand that Brunswick County reviews and approvals are meant to ensure that the overall plans are in general compliance with County objectives. I understand that it is my full responsibility to ensure that plans and specifications are in full compliance with applicable County, State, Federal, and other municipal requirements. Additionally, I understand that the County will not assume operation, maintenance, or ownership of constructed facilities that do not meet County requirements and the County may refuse to issue permits at facilities that the County deems are non-compliant with County Specifications. I also confirm my understanding that County Inspections are for the sole use of the County and I certify that I will not use, or direct others to use, County inspections for State compliance purposes or any other purpose."

NUMBER	DATE	BY	REVISION DESCRIPTION

APPROVAL STATUS	DATE	BY	DEPARTMENT
☐ YES ☐ NO ☐ N/A			PLANNING
☐ YES ☐ NO ☐ N/A			ENGINEERING
☐ YES ☐ NO ☐ N/A			PUBLIC UTILITIES

DATE: 12/10/2020

RECORD DRAWINGS

PROJECT NAME: SUNSET RIDGE DUPLEXES
LOCATION: HWY. 904 @ ASCENSION DR. SW
OWNER: BILL CLARK HOMES OF WILMINGTON, LLC
DESIGNER: PARAMOUNTE ENGINEERING, INC.

CIVIL

TECH: AEC
DES: RPB
CHK: RPB

PROJECT NO.
18197.PE

SHEET NO.
C-0.0

RECORD DRAWINGS

- EXHIBIT A -

UTILITY NOTES: (NCAC 15A.02T.0305 / T15A.18C.0906)

1. WATER MAINS SHALL BE LAID SO AS TO PROVIDE A MINIMUM HORIZONTAL SEPARATION OF 10 FEET FROM SEWERS. IF CONDITIONS EXIST SUCH THAT THIS SEPARATION CANNOT BE ACHIEVED, THE WATER MAIN CAN BE INSTALLED AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER, EITHER IN A SEPARATE TRENCH, OR IN THE SAME TRENCH ON A BENCH OF UNDISTURBED EARTH.

2. WHEN CROSSING A WATER MAIN OVER A SEWER, THE WATER MAIN SHALL BE LAID AT LEAST 18 INCHES ABOVE THE SEWER. IF CONDITIONS EXIST SUCH THAT THIS SEPARATION CANNOT BE ACHIEVED, BOTH THE WATER MAIN AND SEWER SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE WITH JOINTS THAT MEET WATER MAIN STANDARDS. THE DUCTILE IRON PIPE SHALL EXTEND 10 FEET ON EACH SIDE OF THE CROSSING WITH A SECTION OF WATER MAIN PIPE CENTERED ON THE CROSSING.

3. CROSSING A WATER MAIN UNDER A SEWER, WHENEVER IT IS NECESSARY FOR A WATER MAIN TO CROSS UNDER A SEWER, BOTH THE WATER MAIN AND THE SEWER SHALL BE CONSTRUCTED OF FERROUS MATERIALS AND WITH JOINTS EQUIVALENT TO WATER MAIN STANDARDS FOR A DISTANCE OF 10 FEET ON EACH SIDE OF THE POINT OF CROSSING. A SECTION OF WATER MAIN PIPE SHALL BE CENTERED AT THE POINT OF CROSSING.

4. WHERE VERTICAL CLEARANCE IS LESS THAN 24" BETWEEN SANITARY SEWER AND STORM DRAIN, SANITARY SEWER SHALL BE DUCTILE IRON PIPE FOR A MINIMUM OF 10' EITHER SIDE OF CROSSING AND STORM DRAIN SHALL BE RC PIPE.

5. WHERE VERTICAL CLEARANCE IS LESS THAT 18" BETWEEN WATER MAIN AND STORM DRAIN, WATER MAIN SHALL BE DUCTILE IRON PIPE FOR A MINIMUM OF 10' EITHER SIDE OF CROSSING AND STORM DRAIN SHALL BE RC PIPE.

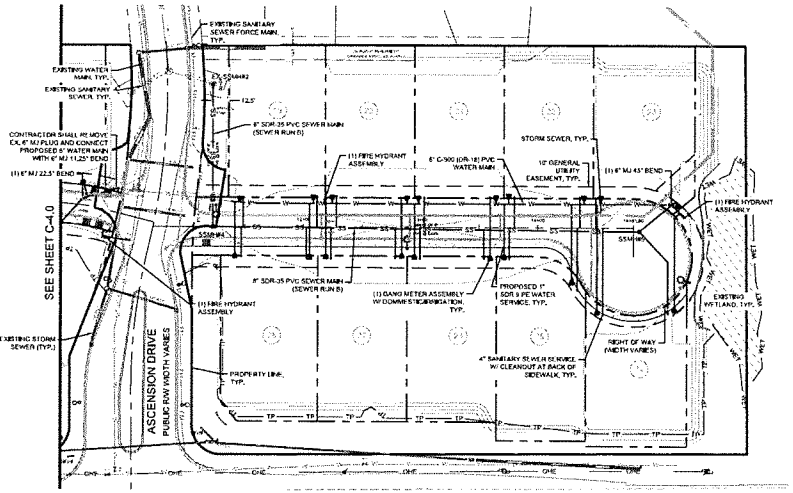
UTILITY INFORMATION

SANITARY SEWER

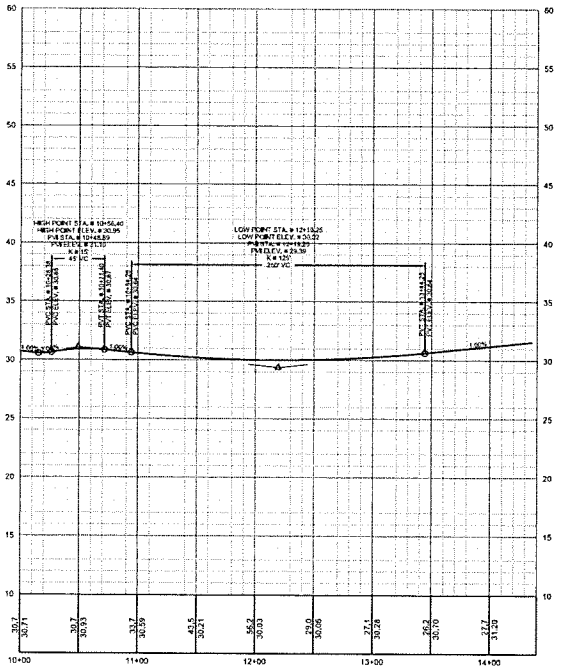
THIS PROJECT IS CONSTRUCTING A SANITARY SEWER GRAVITY SYSTEM THAT WILL CONNECT TO AN EXISTING GRAVITY MANHOLE. SANITARY SEWER ALLOCATION IS PROVIDED BY BRUNSWICK COUNTY UTILITIES.

WATER

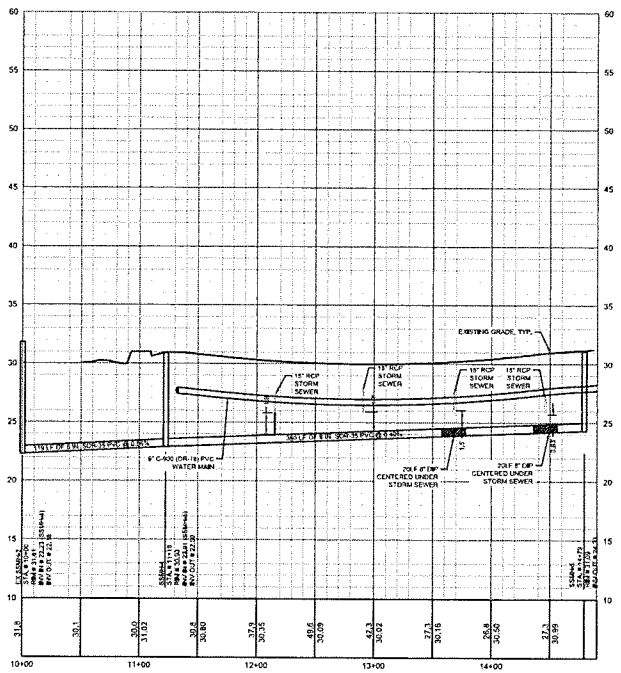
THIS PROJECT WILL CONNECT TO EXISTING 6-INCH WATER MAIN LOCATED WITHIN ASCENSION DRIVE RIGHT OF WAY. DOMESTIC WATER ALLOCATION PROVIDED BY BRUNSWICK COUNTY UTILITIES.



SANITARY SEWER RUN B - PLAN VIEW
HORIZONTAL SCALE: 1"=50'



PROFILE B - PROFILE VIEW
HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=5'



SANITARY SEWER RUN B - PROFILE VIEW
HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=5'

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

811 Know what's below. Call before you dig.

NORTH

GRAPHIC SCALE
0 25 50 100 200
SCALE: 1"=50'

RECORD DRAWING

REVISIONS:

CLIENT INFORMATION:

BILL CLARK HOMES
127 RACINE DRIVE, SUITE 201
WILMINGTON, NC 28403

PARAMOUNTE ENGINEERING
123 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License #: C-2846

UTILITY PLAN & PROFILES

SUNSET RIDGE
TOWN OF SUNSET BEACH
BRUNSWICK COUNTY, NC

PROJECT STATUS
CONCEPTUAL LAYOUT
PRELIMINARY LAYOUT
CONSTRUCTION
RELEASED FOR CONST.

DRAWING INFORMATION
DATE: 12/19/2023
DESIGN: WPB
DRAWN: WPB
CHECKED: WPB

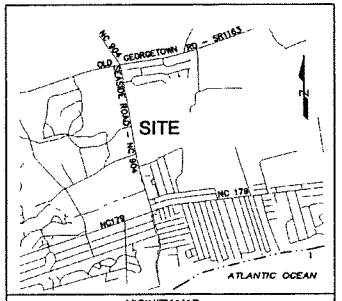
SEAL
NORTH CAROLINA PROFESSIONAL SEAL 031591 ENGINEER ROBERT P. BALLARD

C-4.1

PEI JOB#: 18197.PE

125194

Map Cab:net 125 Page 94 1-11-2021 MK



VICINITY MAP
(NOT TO SCALE)

PARCEL INFO
PAR ID: 2420000103
PIN: 105506488332
OWNER:
BILL CLARK HOMES OF WILMINGTON, LLC
127 RACINE DRIVE
WILMINGTON, NC 28403

MC 32, PG 4
DB 3631, PG 29

ZONE: MR3
NUMBER OF LOTS: 10

AREAS:
R.O.W. - 25,143± SQ. FT. OR 0.577± AC.
LOTS - 108,009± SQ. FT. OR 2.481± AC.
OPEN SPACE - 31,717± SQ. FT. OR 0.728± AC.
TOTAL AREA - 164,918± SQ. FT. OR 3.786± AC.

SETBACKS
FRONT: 25'
SIDE: 5.5'
REAR: 25'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C1	50.00'	37.56'	36.67'	S 11°54'15" W	43°02'40"
C2	50.00'	62.47'	58.49'	S 68°56'40" W	71°35'14"
C10	50.00'	106.10'	90.70'	N 18°00'32" W	121°36'20"
C11	50.00'	7.12'	7.12'	N 49°14'33" E	8°09'50"
C12	25.00'	44.60'	39.08'	N 46°08'45" E	102°09'55"
C13	25.00'	44.60'	39.08'	N 55°41'10" W	102°09'55"
C14	25.00'	39.32'	35.39'	N 41°51'32" E	90°05'00"
C15	25.00'	0.50'	0.50'	N 06°42'23" W	1°08'30"
C16	25.00'	24.77'	23.80'	N 34°42'26" W	56°46'30"
C17	25.00'	1.03'	1.03'	N 07°57'04" W	2°21'59"
C18	25.00'	41.62'	36.87'	N 40°12'53" E	95°22'05"
C19	50.00'	104.22'	104.00'	N 81°54'29" E	119°26'09"
C20	50.00'	73.77'	73.71'	N 84°31'05" E	75°45'28"
C21	50.00'	18.62'	18.52'	N 68°51'03" E	21°20'42"
C22	50.00'	55.82'	55.82'	N 82°47'21" E	63°57'27"
C23	50.00'	18.84'	18.84'	S 69°07'54" E	21°35'32"

MAINTENANCE DISCLOSURE CERTIFICATE FOR PRIVATE SUBDIVISION/PD STREETS

I (WE), THE RESPONSIBLE PARTY(IES) OF SUNSET RIDGE HEREBY STATE THAT THE SUBDIVISION STREETS IN SUNSET RIDGE ARE PRIVATE STREETS. THESE ROAD(S) ARE TO BE PRIVATELY MAINTAINED AND SHALL NOT BE MAINTAINED BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, BRUNSWICK COUNTY, OR OTHER PUBLIC AGENCY. OWNERSHIP AND MAINTENANCE OF ALL PRIVATE STREETS IN THE AFOREMENTIONED MAJOR SUBDIVISION OR PLANNED DEVELOPMENT ARE THE RESPONSIBILITY OF _____ (RESPONSIBLE PARTY(IES))

DEVELOPER OR AUTHORIZED POA REPRESENTATIVE SIGNATURE(S)

12/17/2020
DATE

CERTIFICATE OF OWNERSHIP AND DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE(S) TO PUBLIC USE AS STREETS, PLAYGROUNDS, PARKS, OPEN SPACES, AND EASEMENTS FOREVER ALL AREAS SO SHOWN OR INDICATED ON SAID PLAT.

SIGNATURE OF OWNER(S)/AUTHORIZED AGENT — DATE 12/17/2020

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF A SUBDIVISION WITH MY (OUR) OWN FREE CONSENT, ESTABLISH MINIMUM SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER SITES TO PUBLIC OR PRIVATE USE AS NOTED.

FURTHER, I (WE) CERTIFY THE LAND AS SHOWN HEREON IS WITHIN THE PLATTING JURISDICTION OF THE TOWN OF SUNSET BEACH, NORTH CAROLINA.

SIGNATURE OF OWNER(S)/AUTHORIZED AGENT — DATE 12/17/2020

Certificate of Final Plat Approval
1/11/21
Town of Sunset Beach Planning

THE UNDERSIGNED HEREBY CERTIFIES THAT THE REQUIRED IMPROVEMENTS

STREETS, STORM WATER, WATER & SEWER

HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND IN ACCORDANCE WITH THE REGULATIONS OF THE BRUNSWICK COUNTY ENGINEERING AND UTILITIES DEPARTMENTS AND ALL REQUIREMENTS OF THE BRUNSWICK COUNTY UNIFIED DEVELOPMENT ORDINANCE.

DEVELOPER OR AUTHORIZED AGENT SIGNATURE(S) — DATE 12/17/2020

BRUNSWICK COUNTY ENGINEERING DIRECTOR — DATE 12/17/2020

ROAD MAINTENANCE AGREEMENT CERTIFICATE

I HEREBY CERTIFY THAT A ROAD MAINTENANCE AGREEMENT SHALL BE RECORDED WITH THE BRUNSWICK COUNTY REGISTER OF DEEDS. THE AGREEMENT SHALL BIND THE OWNERS OF ALL LOTS AND ANY RESIDUAL PARCELS REMAINING AFTER CREATION OF SUCH LOTS TO A ROAD MAINTENANCE AGREEMENT. THESE ROAD(S) ARE TO BE PRIVATE AND SHALL NOT BE MAINTAINED BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION OR OTHER PUBLIC AGENCY AND THE MAINTENANCE AND IMPROVEMENTS THEREOF SHALL BE THE MUTUAL OBLIGATION OF THE LANDOWNERS ABUTTING SAID ROADS.

OWNER(S) OR AUTHORIZED AGENT SIGNATURE(S) — DATE 12/17/2020

B0125 P0094 01-11-2021 15:12:41 000
Brenda M. Clemons PLAT
Brunswick County, NC Register of Deeds page 1 of 1

NOTES
1. AREA CALCULATED BY COORDINATE METHOD.
2. ALL ELEVATIONS ARE (NAVD 88)
3. THIS PARCEL IS LOCATED WITHIN SPECIAL FLOOD ZONE X AS SHOWN ON FEMA FLOOD MAP NO. 3720105500K BEARING AN EFFECTIVE DATE OF 8/28/2018.
4. UTILITIES AS SHOWN ARE PLOTTED FROM INFORMATION VISIBLE IN THE FIELD AND FROM INFORMATION PROVIDED BY UTILITY COMPANIES. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST. THE APPROPRIATE UTILITY COMPANIES SHOULD BE CONTACTED PRIOR TO LAND DISTURBING ACTIVITIES.
5. THIS LOT IS SUBJECT TO ALL UTILITY EASEMENTS, RESTRICTIONS, OR COVENANTS OF RECORD.
6. NCGS MONUMENT "SEASIDE RESET" WAS FOUND WITHIN 2,000 FEET OF THE PARCEL. NCGS MONUMENT "BRU 30" WAS FOUND WITHIN 5,000 FEET OF THE PARCEL.
7. HORIZONTAL DATUM (NAD 83-2011) WAS ESTABLISHED UTILIZING A SURVEY GRADE GPS RECEIVER OPERATING IN VRS MODE WITH REPEAT OBSERVATIONS.

CERTIFICATE OF ACCURACY AND MAPPING

I, JOSHUA W. TAYLOR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN THE REFERENCES NOTED ON THIS DRAWING); THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DASHED LINES AS DRAWN FROM INFORMATION NOTED; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:15,000; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, LICENSE AND SEAL THIS 19TH DAY OF NOVEMBER A.D., 2020.

JOSHUA W. TAYLOR, PLS LICENSE NO. L-5217

I, JOSHUA W. TAYLOR, CERTIFY THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

JOSHUA W. TAYLOR, PLS LICENSE NO. L-5217

STATE OF NORTH CAROLINA
COUNTY OF Brunswick

I Tracy Shelton A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT Joshua W. Taylor PERSONALLY CAME BEFORE ME THIS DAY AND ACKNOWLEDGE THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL, THIS 17 DAY OF December, 2020.

SIGNATURE
OFFICIAL SEAL
NOTARY PUBLIC
MY COMMISSION EXPIRES: August 19, 2025

CERTIFICATE OF REGISTRATION BY REGISTER OF DEEDS

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

FILED FOR REGISTRATION ON THE _____ DAY OF _____, 20____ AT _____ (A.M./P.M.) AND DULY RECORDED IN MAP BOOK _____ AT PAGE _____.

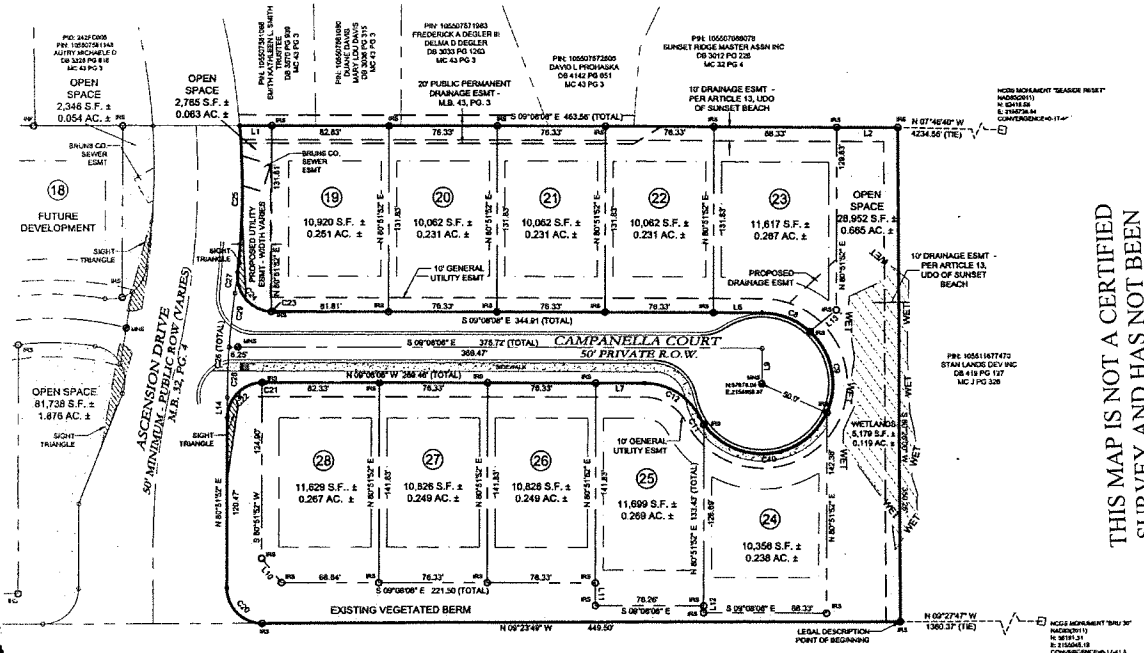
REGISTER OF DEEDS

REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, Jennifer Skaggs, REVIEW OFFICER OF BRUNSWICK COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER — DATE 1/11/21



SEASIDE ROAD SW - NC 904
100' WIDE - PUBLIC ROW
MC 32, PG 4

LINE	BEARING	DISTANCE
L1	S 09°08'08" E	82.83'
L2	S 09°08'08" E	42.90'
L3	S 09°08'08" E	34.12'
L4	N 09°08'08" W	34.41'
L5	S 80°51'52" E	25.00'
L10	S 41°17'49" W	21.90'
L11	S 80°51'52" W	16.04'
L12	S 80°51'52" E	4.74'
L13	S 48°40'23" E	23.87'
L14	N 80°51'52" E	14.34'

LEGEND:

IPF	IRON PIPE FOUND		RIGHT OF WAY
IRF	IRON ROD FOUND		LOT LINES
IRS	IRON ROD SET		CENTERLINE
PKF	PK NAIL FOUND		SETBACK LINE
PKS	PK NAIL SET		EASEMENT LINE
CMF	CONCRETE MONUMENT FOUND		OPEN SPACE
	COMPUTED POINT		SIDEWALK
	BOUNDARY LINE	WET	WETLANDS
	ADJOINING BOUNDARY LINE		

SCALE: 1"=60'
0 60 120 180
GRAPHIC SCALE

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

REVISIONS:	DATE

CLIENT INFORMATION:
BILL CLARK HOMES
127 RACINE DRIVE
WILMINGTON, NC
28403

PARAMOUNTE ENGINEERING, INC.
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License #: C-2846

SUBDIVISION PLAT FOR:
SUNSET RIDGE DUPLEXES
SOUTH PARCEL - LOTS 19-28
PIN: 105506488332 - D.B. 3631, P.G. 29
~~SHALLOTTE~~ SUNSET BEACH TOWNSHIP
BRUNSWICK COUNTY, NC

NORTH CAROLINA PROFESSIONAL SEAL L-5217 LAND SURVEYOR JOSHUA W. TAYLOR SEAL 11/19/2020

1 OF 1

DATE: NOVEMBER 19, 2020 SCALE: 1"=60'
PEI JOB#: 19197 PE

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF BRUNSWICK

BILL CLARK HOMES OF WILMINGTON, LLC, a North Carolina Limited Liability Company, with an office and place of business in New Hanover County, North Carolina, hereinafter referred to as Affiant, by and through its hereinafter named managers, being first duly sworn, hereby disposes and says under oath as follows:

1. That it is the owner of certain property located in Brunswick County, North Carolina, known as Sunset Ridge Duplexes South Parcel – Lots 19-28, as more particularly described in Deed of Dedication in favor of Brunswick County of even date herewith.

2. That is has caused to be installed water distribution lines and sewer lines under and along the road rights-of-way property hereinafter described and referenced:

> Being all of Sunset Ridge Duplexes, South Parcel – Lots 19-28, as the same appears on a plat thereof recorded in Map Cabinet 125 at Page 94 of the Brunswick County Registry.

3. All the work which has been performed in the construction and installation of said water distribution lines and sewer lines described in paragraph 2, above, has been fully paid for and there are now no liens of any kind including any lien for any labor or material against the subdivision property which would in any way jeopardize title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water lines and sewer lines installed therein which would in any way jeopardize title to the subdivision or the water distribution lines and sewer lines located therein.

This the _____ day of _____, 2021.

Bill Clark Homes of Wilmington, LLC

By: _____(SEAL)
Edward H. Clark, Manager

By: _____(SEAL)
Cheryl Blanton, Manager

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, Tracy Sholders, a Notary Public of **Pender County, North Carolina**, do hereby certify that **Edward H. Clark** and **Cheryl Blanton** personally appeared before me this day and acknowledged that they are managers of **Bill Clark Homes of Wilmington, LLC**, a North Carolina limited liability company, and being authorized to do so, as Managers of the limited liability company, executed the foregoing instrument on behalf of the limited liability company.

Witness my hand and official seal on this date shown.

_____ Date: January 25, 2021
Notary Public

My Commission Expires: August 19, 2025

TRACY SHOLDERS NOTARY PUBLIC PENDER COUNTY, NC My Commission Expires 08-19-25

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 1, 2021

Action Item # V. - 5.

From:
Wm. L. Pinnix, P.E. - Engineering Director

Engineering - Ash Waccamaw Multiuse Building - Architect Design Contract Extension

Issue/Action Requested:
Request that the Board of Commissioners renew the professional services design contract with Sawyer Sherwood & Associate Architects and also approve additional design services with a lump sum fee of $39,000.

Background/Purpose of Request:
The original design services contract with the architect for the Ash Waccamaw Multiuse Building was for a one year contract duration. Due to several site issues discovered during the Schematic Design and Design Development phases, as well as North Carolina Building Code requirements for a building with Sheriff and EMS offices, and the ongoing effects of the Covid-19 pandemic that affects workplace practices, the original contract with the architect has expired and needs to be renewed.

The architect is also requesting an additional lump sum fee of $39,000 for additional services per the contract to compensate the architect's office as well as their site/civil engineer subconsultant, structural design subconsultant, and plumbing engineer subconsultant, for additional design work needed. The background of this request is as follows:

The architect has completed the Schematic Design and Design Development phases and is currently working on the Construction Documents phase.

The project has progressed well with one big step forward being the county Environmental Health Department was able to issue an onsite septic permit for this project. Due to the amount of wetlands on the parcel, the fact that Waccamaw Park has to pump its collected sewer offsite to a spray field on an adjacent parcel in an offsite septic easement, and the fact that the county does not have public sewer in this area, this was a huge cost effective step forward to obtain an onsite septic permit for this project.

The onsite underlying soils based upon the geotechnical report are not good soils for a foundation and the Building Code will require earthquake mitigation to be incorporated into the building design. This is additional design cost for the architect and his structural design subconsultant.

Utilizing the adjacent Waccamaw Park parking lot saves on construction cost for onsite parking but does require a drive and pedestrian connection for access. This will require a modification to the State Stormwater Permit for the park and also Jurisdictional Permitting with the U. S. Army Corps of Engineers as there are existing wetlands and Waters of the US onsite that are impacted. This is additional design tasks for the architect and his site / civil engineering design subconsultant.

The water system pressure in this area has been a concern through the years for both Waccamaw School and Waccamaw Park. While there is an elevated storage tank within the park this area is at the end of a long dead end 12-inch water transmission line that originates in Shallotte near West Brunswick High Schools and goes

north on Whiteville Road NW to the park and school. When the park was upgraded a few years ago it was required to install a domestic water booster pump in the new concession building to meet Building Code / Plumbing Code requirements and for the toilets to flush properly. A booster pump is needed for the proposed multiuse building as well. This is additional design tasks for the architect and his plumbing design engineer subconsultant.

The state Building Code requires this structure to be designed to an Importance Factor IV which impacts the robustness of the design and building structure and the necessity for standby electrical power. This is a more involved design than originally proposed and adds to the architect's design tasks.

All these items require additional design team work, increased design time, increased submittal review time, increased regulatory permitting time, increased site visits, and increased closeout documentation. Thus, in addition to the design contract extension, the architect is requesting additional compensation of $39,000 for the needed additional services.

Staff recommends Board approval of the design contract extension and additional services fees of $39,000.

Fiscal Impact:
Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget Amendment with the associated capital project ordinance appropriates $39,000 in undesignated county capital reserve funds for use in the project.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners renew the professional services design contract with Sawyer Sherwood & Associate Architects and also approve additional design services with a lump sum fee of $39,000.

ATTACHMENTS:

Description

- AWMUB_Sawyer Sherwood Additional Services Ltr_Attach (1)
- 20210301 Budget Amendment Ash-Waccamaw Multiuse Building.pdf
- 20210301 Ash-Waccamaw CPO.pdf
- Professional Services Agreement

RECEIVED
FEB 11 REC'D
2021
BRUNSWICK COUNTY
ENGINEERING

SAWYER SHERWOOD & ASSOCIATE ARCHITECTURE

Mr. Bill Pinnix
Director of Engineering Services
75 Courthouse Drive, Building I
Bolivia, NC 28422

February 11, 2021

Re: Ash Waccamaw Multiuse Building
Architectural / Engineering / Additional Services

Dear Mr. Pinnix:

Our firm is making excellent headway on the Ash Waccamaw Multiuse Building. Having completed our Design Development Phase, we are well into our Construction Document Phase. We have worked diligently at every step of the design process to provide a functional, inviting design in a cost-efficient way. Despite our efforts, the Design Development Cost Opinion came in higher than the project budget.

During our Schematic Design and Design Development Phases, we discovered some unforeseen site related issues such as: liquifiable soils, a ditch crossing being classified as wetland due to recent changes in CAMA regulation, and low municipal water pressure. We have found a path forward for each of these items, however they are requiring additional time by the design team.

1. The underlying soils were found to potentially liquefy during an earthquake event. To accommodate the uses contained in this building, a subsurface earthquake mitigation system is being incorporated in the construction documents.
2. Utilizing the neighboring park for parking saves on construction cost but requires a drive and pedestrian access. While the park has sufficient room in stormwater permit to accommodate the drives directly off the park road, the access drive to the parking lot requires a major stormwater permit modification to the park. It has also been determined that a portion of the ditch being crossed is wetlands, which will require Jurisdictional Permitting to cross the existing ditch. Our team will handle the park permit modification and assist Needham Environmental, Inc with the necessary drawings and details for their wetland permit submission.
3. Municipal water pressure was found to be high enough to accommodate the fire suppression system, but not the domestic water. A booster pump is being included to provide the necessary pressures for the building.

Other factors contributing to the cost increase is the is the overall use of the building. The Sheriff and EMS offices require the entire building to be designed to an Importance

Factor IV, which impacts the robustness of the building structure and the necessity for standby electrical power. While these additions will provide a much-needed resource to the community of Ash, it is a more involved design than originally proposed.

All these items require additional time on behalf of the design team. Increased design time, increased submittal review time, increased site visits, and increased closeout documentation. We are requesting additional compensation of $39,000 for the additional services being provided.

Please note our original fixed fee was based on a percentage of project cost and equaled 9.72%. If these additional fees are accepted, it will bring our fee to 8.00% of the revised budget. Please feel free to call and discuss any questions you may have.

Sincerely,

Doug Sherwood, AIA

Enclosure:
Sub consultant's additional services request
Revised Construction Budget
Original Construction Budget
Original Fee Proposal

Shaping Communities Together

December 16, 2020

Mr. Doug Sherwood, AIA
Vice President
Sawyer Sherwood & Associate
124 Market Street
Wilmington, North Carolina 28401

RE: Proposal for Additional Services
Waccamaw Multi-Use Building
Ash, North Carolina

Dear Mr. Sherwood:

McGill Associates, P.A. (Consultant) is pleased to submit this proposal to you (Client) for Additional Services to our original contract dated October 19, 2019, given discoveries of additional permitting factors for the Waccamaw Multi-use Building development. We anticipate providing the following **Scope of Services:**

Jurisdictional Permitting

We understand there is a possibility a portion of the property perimeter ditching could be considered jurisdictional, requiring permitting of proposed access/egress crossings through the US Army Corps of Engineers. Our team has helped complete these in the past and will support the project owner's environmental consultant if desired.

Our support would include the preparation of plan and profile drawings, along with anticipated treatment details for disturbances in accordance with guidance provided by consultant.

Adjacent Property Major Stormwater Permit Modification

It is our understanding based on correspondence with the NC Department of Environmental Quality that a major stormwater permit modification will be required since the proposed access/egress additions for the Ash Waccamaw Multiuse Facility project will increase the permitted built-upon area allowance under the current county park property permit. It appears the park project can remain vested to the density limits in the permit based on our initial analysis.

Our support would include the preparation of the necessary plans, calculations and submittal packages associated with this permit modification in accordance with 15A NCAC 02H.1042, inclusive of final inspection and certification requirements.

Basis for Compensation

McGill proposes a lump sum fee of $600 for the Jurisdictional Permitting and a lump sum fee of $4,900 for the Major Stormwater Permit Modification. Total Lump Sum fee is $5,500.

Payment

Payment shall be made monthly as work progresses.

Thank you for the opportunity to work with you on this project. If you have any questions concerning this proposal or any element of our work, please do not hesitate to contact me at 910.755.5872. We trust you will find our proposal acceptable. Please sign and return one copy of this Letter Form of Agreement as your authorization for us to perform these services.

Sincerely,
McGILL ASSOCIATES, P.A.

MICHAEL A. NORTON, PE
Shallotte Office Manager

Accepted for Sawyer Sherwood & Associate

By:_____
Authorized Representative

_____
Printed Name & Title

_____
Date

From: Don Woods
To: Doug Sherwood
Cc: Melissa Begue
Subject: RE: Ash Waccamaw
Date: Wednesday, February 10, 2021 10:34:46 AM

Good morning again. As per our conversation Woods Engineering is requesting a change order in the amount of $1,200.00 for adding earthquake mitigation systems to the drawings and specifications to the contract documents and also time to review shop drawings. Additional Design fee = $800.00. Additional CA fee = $400.00.
Let me know if you have any questions.
Thanks,

Don R. Woods, PE, SE
Principal

WOODS ENGINEERING, PA
Creative Solutions
254 N. Front St. Suite 201
Wilmington, NC 28401
(p) 910.343.8007 Ext 101 (f) 910.343.8088
www.woodseng.com


Please consider the environment before printing this email

From: Doug Sherwood [mailto:doug@s2a3.com]
Sent: Monday, February 08, 2021 10:29 AM
To: Don Woods
Subject: Ash Waccamaw

Don,

I believe you will be providing the necessary drawings/specification for the earthquake mitigation system on the Ash Waccamaw Multiuse Building, which was not part of your original scope. I am putting together a request of for additional services to the owner and would like to include any additional cost you may have related to this. Please let me know if additional cost is involved.

Thank You,

Doug Sherwood, AIA
Vice President

SAWYER SHERWOOD & ASSOCIATE ARCHITECTURE
124 Market Street
Wilmington, NC 28401
910 762-0892
s2a3.com

Brunswick County Ash-Waccamaw Multiuse Building

2/11/2021

Revised Construction Budget

A	Construction Cost new building	11062 sf $369		$4,084,319
B	FF&E furniture kitchen equipment owner installed cameras	1185 sf $0 $0		$0
C	Inflation to mid-point of construction (Winter 2021)	3.00%	of A & B	$122,530
D	Professional Fees fixed fee	8.00%	of A, B & C	$336,500
E	Construction Contingency	10.00%	of A, B, C	$420,685
F	Administrative Costs construction testing	3.00%	of A, B, C	$126,205
G	Total Project Budget Required	(A through F)		**$5,090,239**
	Owner's Budget			$5,211,500
	Under/(Over)			$121,261

Brunswick County Ash-Waccamaw Multiuse Building

9/15/2020

Original Construction Budget

A	Construction Cost new building	10300 sf $280		$2,884,000
B	FF&E furniture kitchen equipment owner installed cameras	1185 sf $0 $40,000		$40,000
C	Inflation to mid-point of construction (summer 2022)	6.00%	of A & B	$175,440
D	Professional Fees fixed fee	9.72%		$297,500
E	Construction Contingency	10.00%	of A, B, C	$309,944
F	Administrative Costs construction testing	2.00%	of A, B, C	$61,989
G	Total Project Budget Required	(A through F)		**$3,768,873**
	Owner's Budget			$3,800,500
	Under/(Over)			$31,627

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EXHIBIT "A"
PROPOSAL/FEES
Original Fee Proposal

SAWYER SHERWOOD & ASSOCIATE ARCHITECTURE

August 22, 2019

William L. Pinnix, P.E.
Director of Engineering, Brunswick County
PO Box 249
Bolivia, NC 28422

Re: Ash- Waccamaw Multiuse Building
Architectural & Engineering Fee Proposal

Dear Bill;

This proposal follows the qualifications-based selection of our firm for the multiuse facility and your request for a fee proposal.

We have calculated the building size required to deliver the spaces shown in the concept plan provided in the RFQ and find that the building will be roughly 24,000 sf. A building of that size and the site development needed for parking, stormwater management and site sewer utility require a project budget that exceeds the allocated funding. Based on recent construction bid history, the RFQ defined project construction cost would be between $5 and $6.5 million. The project construction funding is limited to $3.5 million, so the project as currently configured is not feasible.

We propose to develop a new concept for the project that will fit the project funding and minimize site development cost. We will interview the department leadership with department personnel located at this site and find a workable space need that is balanced with the project budget. Our schematic design will be based on that space need analysis.

The project site is not served by a municipal wastewater system and that could produce significant site development cost. We request that the county perform a site soil, seasonal highwater table and wetlands survey to better define the soils conditions. We will use that information in developing a site plan that best uses the existing site characteristics and limits site development cost. Our team will provide a site survey scope for the county's use in contracting for the site survey.

Our team will design the project and produce construction documents in the traditional three phase approach including:

- Schematic Design
- Design Development
- Construction Documents

As the work progresses, design submittals and presentations will occur near the end of each phase. A construction cost opinion will be provided at the end of design

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development. The DD phase cost opinion allows our consultant Mulford Cost Management to base the estimate on a fairly well developed design, and gives the design team time to make changes if the estimate shows the project is over budget.

The design team will provide bid phase services by assisting your department in prequalifying general contractors and by making the project available to contractors who are determined to be qualified for this project.

The design team will provide construction phase services throughout the construction period. The team will review the contractor's work for compliance with the construction documents, authorize payments to the contractor based on construction progress, and close out of the project with record drawings to capture revisions made during construction.

Fee Proposal
We propose fixed fees, organized per the phases of service described above:

Schematic Design	$ 44,625
Design Development	$ 44,625
Construction Documents	$119,000
Bid Phase	$ 14,875
Construction Administration	$ 74,375
Total Fee	$297,500

Other project development costs not included in the design team fee include:

1. The soils, seasonal highwater table and wetlands survey described above.
2. A geotechnical investigation and report.
3. A land survey to provide existing grades to the centerlines of adjacent roads and parking facilities, utilities around the site, significant trees locations and wetland boundary.
4. Third party quality control testing of construction including soil compaction and concrete testing.
5. Commissioning of the mechanical, electrical, fire alarm, and security systems.
6. Design, permitting and construction administration of wastewater treatment facilities exceeding a standard septic tank and septic field infiltration system. Fees for that work, if needed, will be better defined after the soils information is provided and the most efficient site design is determined.

The proposed fee includes expenses for printing and delivery cost for design review submittals and presentation boards.

The project will be delivered using the traditional design / bid / build method and will follow the guidance, general conditions and agreements provided by the American

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Institute of Architects. We should utilize these building design and construction standard documents and modify them as needed. AIA documents provide the industry standard for building construction projects. The documents are well respected, fair and coordinated. The standard documents would include our agreement with the County, the general conditions of the construction contract as well as the construction contract itself. Our firm will provide the completed documents, edited as needed, for review and signature.

We will begin work immediately following execution of the design contract and authorization from the County to proceed. We anticipate having the project ready for construction contract bids in 12 months from notice to proceed. A more detailed schedule will be developed with the County following notice to proceed.

I will be the primary contact for the project and Scott Spike will be the County's second contact.

Sincerely,

John R. Sawyer AIA

Request Info	
Type	Budget Amendment
Description	Ash-Waccamaw Design Extension
Justification	Board Meeting 03/01/2021-Transfer $39,000 from County Capital Reserve undesignated funds to the Ash-Waccamaw Multiuse Building project for additional services and time extension to the Sawyer Sherwood and Associates Ash-Waccamaw Building Design Contract.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
439801	398110	Interfund Trans Co Cap Reserve	Trans Frm General Fund	-39000	Decrease	Debit
439801	464299	Interfund Trans Co Cap Reserve	Undesignated Funds	-39000	Decrease	Credit
438209	398110	Waccamaw Multiuse Building	Trans Frm General Fund	39000	Increase	Credit
438209	464001	Waccamaw Multiuse Building	Arch/Engnrg/Legal	39000	Increase	Debit

Total	
Grand Total:	0

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE

Waccamaw Multiuse Building
(438209)

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Capital Projects Fund:

County Capital ProjectsFund:		
Revenues:		
Transfer from General Fund		355,800
Total County Capital Project Revenues	**$**	**355,800**
Expenditures:		
Arch/Eng/Legal		355,800
Construction		0
Total County Capital Project Expenditures	**$**	**355,800**

Section 2. It is estimated that the following revenues will be available in the Brunswick County General Fund:

Current Funds Appropriated	$	355,800

Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	$	355,800

Section 4. This Capital Project Ordinance shall be entered into the minutes of the March 1, 2021 meeting of the Brunswick County Board of Commissioners.

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NORTH CAROLINA

BRUNSWICK COUNTY

PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURAL, ENGINEERING AND/OR SURVEYING SERVICES (Mini-Brooks Act/Qualification Based Selection)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County" or "Owner"), party of the first part and Sawyer Sherwood & Associate, P.C. (hereinafter referred to as "Provider" or "Architect"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

Provider agrees to perform the services (hereinafter referred to as the "Services") in connection with the project (hereinafter referred to as the "Project") at the agreed upon fees, all as more fully set forth in the Request for Qualifications entitled "Professional Architectural Design Services Ash – Waccamaw Multiuse Building" as published on March 11, 2019, and any addenda thereto, which are all incorporated herein by reference, and on the Proposals attached hereto as Exhibit "A" and Exhibit "B" and incorporated herein by reference.

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins one (1) business day after approval by the Brunswick County Board of Commissioners or execution of the Agreement by County, whichever is later (the "Effective Date") and shall continue until completion of the Project set forth on Exhibit "A" and Exhibit "B." The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

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3. BRUNSWICK COUNTY GENERAL CONDITIONS OF THE CONTRACT

This Agreement, in addition to any construction documents prepared hereunder, shall be subject to the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts), unless the County directs otherwise. In the event of a conflict between the General Conditions of the Contract and this Agreement, this Agreement shall prevail.

4. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

5. COMPENSATION

The County agrees to pay fees as specified in Exhibit "A" and Exhibit "B" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

6. INDEPENDENT CONTRACTOR

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security

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contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and the Provider is responsible for all income taxes and social security payments thereon.

7. OPINIONS OF COST

If applicable, Provider shall provide opinions of probable construction costs, including but not limited to, designer fees, costs of construction, costs of equipment, furnishings, signage, permit fees and appropriate contingencies, at Project intervals determined by County. Such opinions of costs shall be representative of Provider's best judgment as an experienced and qualified professional generally familiar with the construction industry. The parties acknowledge that actual bids, proposals and costs may vary from Provider's opinions of costs based on the cost of labor, materials, equipment or services furnished by others, differing methods for determining prices, competitive bidding or other market conditions. When requested by County, Provider shall participate in rebidding, renegotiation and design adjustments to the extent such are necessary to reduce Project costs. Such services shall be performed by Provider without additional compensation.

8. ACCOUNTING RECORDS

Provider shall maintain accounting records in accordance with generally accepted accounting practices and shall make such records available for inspection by County upon reasonable request and during normal business hours for a period of three (3) years following completion of the Services.

9. PERMITS AND APPROVALS

Provider shall provide County with a schedule of all required approvals and the dates by which application for such approvals must be made in order to avoid any risk of delay to the Project. Provider shall prepare the necessary application forms, present documents requiring approval by County and submit documents with County approval to appropriate federal, state and local government or other agencies in a timely manner. County shall be financially responsible for all necessary permits, licenses, approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

10. ENVIRONMENTAL CONDITIONS

County shall disclose to Provider the existence of all known and suspected hazardous substances, including, without limitation: asbestos; polychlorinated biphenyls (PCBs); petroleum; hazardous waste; or radioactive material located at or near the site where the Services are to be performed. If Provider discovers any undisclosed hazardous substances, or if investigative or remedial action or other professional services are necessary, Provider may, at its option and without liability for damages, suspend performance of the Services hereunder until County: (1) retains an appropriate specialist consultant or contractor to identify and, as appropriate, abate, remediate or remove the hazardous substances; and (2) warrants that the site where the Services are to be performed are in full compliance with applicable laws and regulations. Notwithstanding

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the foregoing, if the presence of any hazardous materials adversely affects the performance of Provider's duties under this Agreement, then Provider shall have the option of: (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause upon thirty (30) days' written notice to County.

11. PROVIDER REPRESENTATIONS

a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;

b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;

d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;

e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;

f. Provider has not engaged in corrupt, fraudulent or coercive practices in competing for or executing this Agreement;

g. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;

h. The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);

i. Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services;

j. Provider shall be responsible for all errors, omissions or deficiencies in technical accuracy in any drawings, specifications or other documents prepared or services rendered by Provider, its subcontractors or consultants and shall correct, at no additional cost to County, any and all errors, omissions, discrepancies, ambiguities, mistakes, deficiencies or conflicts;

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k. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and

l. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

12. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or its subcontractors or consultants. In the event that Provider causes damage to the County's equipment or facilities, Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

13. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

14. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

15. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Provider hereby 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.

16. DEBARMENT

Provider hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Provider must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

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17. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of Provider's, its employees or agents, negligent performance of services provided under this Agreement. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors or consultants and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

18. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense, and shall ensure that any of its consultants maintains in full force and effect at all times and at its sole cost and expense, Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

19. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement**.**

Provider agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

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20. REMEDIES

a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

   i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

   ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.

b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.

c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

21. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

22. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all

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necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

23. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

24. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors or consultants must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Provider shall require its subcontractors and consultants to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

25. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

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a. in the public domain through no fault of the Recipient;

b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;

e. disclosed with the prior written consent of the Discloser; or

f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

26. OWNERSHIP OF WORK PRODUCT

a. All work product created by Provider pursuant to this Agreement, including, without limitation, design drawings, construction documents, photographs and models and any derivative works and compilations, and whether or not such work product is considered a "work made for hire" or an employment to invent (hereinafter referred to collectively as "Work Product") shall be the exclusive property of County. County and Provider agree that such original works of authorship are "works made for hire" of which County is the author within the meaning of the United States Copyright Act. To the extent that County is not the owner of the intellectual property rights in and to such Work Product, Provider hereby irrevocably assigns to County any and all of its rights, title and interest in and to all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret or any other state or federal intellectual property law or doctrine. Upon County's request, Provider shall execute such further documents and instruments or obtain such documents from third parties, including consultants and subcontractors, if applicable, necessary to fully vest such rights in County. Provider forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 U.S.C. § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

b. In the event the use of any of Provider's intellectual property, including any derivative work created with the use of third-party intellectual property, is necessary for the use of any Work Product, Provider hereby grants to County an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the intellectual property for the

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purposes set forth in this Agreement and will ensure that any third-party grants the same.

c. County may use Work Product for any other purpose and on any other project without additional compensation to Provider. Notwithstanding the foregoing, the use of Work Product by County for any purpose other than as set forth in this Agreement shall be at County's risk.

27. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

28. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

29. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

30. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

31. NON-WAIVER

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

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32. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

33. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

34. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

35. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider and County.

36. NOTICES

a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

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c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

i. For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022

ii. For the Provider: Sawyer Sherwood & Associate, P.C.
P.O. Box 176
Wilmington, NC 28402

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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37. SIGNATURES

This Agreement, 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 Agreement 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 Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

_____
Clerk to the Board /
Deputy Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

SAWYER SHERWOOD & ASSOCIATE, P.C.

By: DocuSigned by: Douglas K. Sherwood 751814234E79494...

Printed Name: Doug Sherwood, AIA

Title: Vice President

Date: 2/16/2021

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

DocuSigned by: Julie A. Miller 02299718CD1D4B2...
Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

DocuSigned by: Robert V. Shaver, Jr. 3876116C174D4A8...
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

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EXHIBIT "A
PROPOSAL/FEES
Original Fee Proposal

SAWYER SHERWOOD & ASSOCIATE ARCHITECTURE

August 22, 2019

William L. Pinnix, P.E.
Director of Engineering, Brunswick County
PO Box 249
Bolivia, NC 28422

Re: Ash- Waccamaw Multiuse Building
Architectural & Engineering Fee Proposal

Dear Bill;

This proposal follows the qualifications-based selection of our firm for the multiuse facility and your request for a fee proposal.

We have calculated the building size required to deliver the spaces shown in the concept plan provided in the RFQ and find that the building will be roughly 24,000 sf. A building of that size and the site development needed for parking, stormwater management and site sewer utility require a project budget that exceeds the allocated funding. Based on recent construction bid history, the RFQ defined project construction cost would be between $5 and $6.5 million. The project construction funding is limited to $3.5 million, so the project as currently configured is not feasible.

We propose to develop a new concept for the project that will fit the project funding and minimize site development cost. We will interview the department leadership with department personnel located at this site and find a workable space need that is balanced with the project budget. Our schematic design will be based on that space need analysis.

The project site is not served by a municipal wastewater system and that could produce significant site development cost. We request that the county perform a site soil, seasonal highwater table and wetlands survey to better define the soils conditions. We will use that information in developing a site plan that best uses the existing site characteristics and limits site development cost. Our team will provide a site survey scope for the county's use in contracting for the site survey.

Our team will design the project and produce construction documents in the traditional three phase approach including:

- Schematic Design
- Design Development
- Construction Documents

As the work progresses, design submittals and presentations will occur near the end of each phase. A construction cost opinion will be provided at the end of design

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development. The DD phase cost opinion allows our consultant Mulford Cost Management to base the estimate on a fairly well developed design, and gives the design team time to make changes if the estimate shows the project is over budget.

The design team will provide bid phase services by assisting your department in prequalifying general contractors and by making the project available to contractors who are determined to be qualified for this project.

The design team will provide construction phase services throughout the construction period. The team will review the contractor's work for compliance with the construction documents, authorize payments to the contractor based on construction progress, and close out of the project with record drawings to capture revisions made during construction.

Fee Proposal

We propose fixed fees, organized per the phases of service described above:

Schematic Design	$ 44,625
Design Development	$ 44,625
Construction Documents	$119,000
Bid Phase	$ 14,875
Construction Administration	$ 74,375
Total Fee	$297,500

Other project development costs not included in the design team fee include:

1. The soils, seasonal highwater table and wetlands survey described above.
2. A geotechnical investigation and report.
3. A land survey to provide existing grades to the centerlines of adjacent roads and parking facilities, utilities around the site, significant trees locations and wetland boundary.
4. Third party quality control testing of construction including soil compaction and concrete testing.
5. Commissioning of the mechanical, electrical, fire alarm, and security systems.
6. Design, permitting and construction administration of wastewater treatment facilities exceeding a standard septic tank and septic field infiltration system. Fees for that work, if needed, will be better defined after the soils information is provided and the most efficient site design is determined.

The proposed fee includes expenses for printing and delivery cost for design review submittals and presentation boards.

The project will be delivered using the traditional design / bid / build method and will follow the guidance, general conditions and agreements provided by the American

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Institute of Architects. We should utilize these building design and construction standard documents and modify them as needed. AIA documents provide the industry standard for building construction projects. The documents are well respected, fair and coordinated. The standard documents would include our agreement with the County, the general conditions of the construction contract as well as the construction contract itself. Our firm will provide the completed documents, edited as needed, for review and signature.

We will begin work immediately following execution of the design contract and authorization from the County to proceed. We anticipate having the project ready for construction contract bids in 12 months from notice to proceed. A more detailed schedule will be developed with the County following notice to proceed.

I will be the primary contact for the project and Scott Spike will be the County's second contact.

Sincerely,



John R. Sawyer AIA

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EXHIBIT "B
PROPOSAL/FEES
Additional Services Fee Proposal

SAWYER SHERWOOD & ASSOCIATE ARCHITECTURE

Mr. Bill Pinnix
Director of Engineering Services
75 Courthouse Drive, Building I
Bolivia, NC 28422

February 11, 2021

Re: Ash Waccamaw Multiuse Building
Architectural / Engineering / Additional Services

Dear Mr. Pinnix:

Our firm is making excellent headway on the Ash Waccamaw Multiuse Building. Having completed our Design Development Phase, we are well into our Construction Document Phase. We have worked diligently at every step of the design process to provide a functional, inviting design in a cost-efficient way. Despite our efforts, the Design Development Cost Opinion came in higher than the project budget.

During our Schematic Design and Design Development Phases, we discovered some unforeseen site related issues such as: liquifiable soils, a ditch crossing being classified as wetland due to recent changes in CAMA regulation, and low municipal water pressure. We have found a path forward for each of these items, however they are requiring additional time by the design team.

1. The underlying soils were found to potentially liquefy during an earthquake event. To accommodate the uses contained in this building, a subsurface earthquake mitigation system is being incorporated in the construction documents.
2. Utilizing the neighboring park for parking saves on construction cost but requires a drive and pedestrian access. While the park has sufficient room in stormwater permit to accommodate the drives directly off the park road, the access drive to the parking lot requires a major stormwater permit modification to the park. It has also been determined that a portion of the ditch being crossed is wetlands, which will require Jurisdictional Permitting to cross the existing ditch. Our team will handle the park permit modification and assist Needham Environmental, Inc with the necessary drawings and details for their wetland permit submission.
3. Municipal water pressure was found to be high enough to accommodate the fire suppression system, but not the domestic water. A booster pump is being included to provide the necessary pressures for the building.

Other factors contributing to the cost increase is the is the overall use of the building. The Sheriff and EMS offices require the entire building to be designed to an Importance

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Factor IV, which impacts the robustness of the building structure and the necessity for standby electrical power. While these additions will provide a much-needed resource to the community of Ash, it is a more involved design than originally proposed.

All these items require additional time on behalf of the design team. Increased design time, increased submittal review time, increased site visits, and increased closeout documentation. We are requesting additional compensation of $39,000 for the additional services being provided.

Please note our original fixed fee was based on a percentage of project cost and equaled 9.72%. If these additional fees are accepted, it will bring our fee to 8.00% of the revised budget. Please feel free to call and discuss any questions you may have.

Sincerely,

Doug Sherwood, AIA

Enclosure:
Sub consultant's additional services request
Revised Construction Budget
Original Construction Budget
Original Fee Proposal

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 1, 2021

Action Item # V. - 6.

From: Engineering - Courthouse Addition & Renovation - Monteith Construction Contract Change Order (1)
Wm. L. Pinnix, P.E. - Engineering Director

Issue/Action Requested:
Request that the Board of Commissioners review and approve Change Order #1 with Monteith Construction Corporation for the courthouse addition and renovation project in the amount of $95,565 and an additional (23) contract construction days.

Background/Purpose of Request:
The courthouse addition and renovation project commenced on April 1, 2020 with a two year construction timeframe and is scheduled for completion on April 2, 2022. The project is currently on schedule and within budget and is now in the eleventh month of construction.

The construction contract contains a construction contingency that is used for issues that arise that are outside of the approved scope and fee with the contractor. The contingency funds are only expensed with the written approval of the Architect and the County Engineer.

This proposed change order to the construction contract is the first formal contract change order with the contractor. It is being requested to restore funding to the construction contingency that has been expensed due to the discovery of unexpected deficiencies in the existing building, inaccurate as built record drawings, current building code requirements, fire marshal requirements, or other issues and conditions that had to be corrected and was not in the contractor's approved scope and fee. The requested funding will be restored to the contract contingency and is needed as we head into year two of the contract which is the renovation of the existing courthouse itself.

This change order also requests approval for a contract time extension of twenty-three contract days due to documented and approved inclement weather days as allowed in the General Conditions of the Contract.

The original contract amount was $10,983,000 and with the approval of Change Order #1 the final adjusted contract amount will be $11,078,565 with an adjusted contract completion date of April 25, 2022.

The change order document is attached for Board review and staff recommends approval of Change Order #1 with Monteith Construction Corporation.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the current project

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners review and approve Change Order #1 with Monteith Construction

Corporation for the courthouse addition and renovation project in the amount of $95,565 and an additional (23) contract construction days.

ATTACHMENTS:

Description

- BC CH _ Montieth Change Order (1) _ Attach (1)

BRUNSWICK COUNTY COURTHOUSE ADDITION & RENOVATIONS
CHANGE ORDER NO. 1

PROJECT: **Courthouse Addition & Renovation**
ORIG. TIME OF COMP. **(730) days- NTP was 04/01/2020**
ORIG. DATE OF COMP. **April 2, 2022**

CAUSE CODE: **OR**

FOR BC USE ONLY
- [X] *OR Owner Request*
- [ ] *CR Contractor Request*
- [ ] *DR Designer Request*
- [ ] *CC Concealed Condition*
- [ ] *DE Design Error*
- [ ] *DO Design Omission*
- [ ] *SC Schedule Change*
- [ ] *OT Other*

Under the terms of the Contract and without invalidating the original provisions thereof, the following change(s) in work is(are) authorized for the change in Contract amount herein set forth: Description of change order with detailed breakdown attached):

This proposed change order to the construction contract is to restore funding to the project construction contingency within the contract that had to expensed in the first year of construction due to the discovery of unexpected and existing building related issues with regards to inaccurate as-built record drawing information, current building code requirements, fire marshal requirements, or other existing issues and conditions that had to be corrected and was not in the contractor's approved scope and fee.

The funding to be restored to the project construction contingency will only be used with the written approval of the county engineering department and the Architect per county policy and the General Conditions of the Contract.

The project construction contingency needs to be restored for use as needed during the Year 2 renovation of the existing building.

1)	Emergency exit sidewalk required to clear egress through contractor staging area	$3,950.00
2)	Revisions required by inspections department comments after award of construction contract.	$10,486.00
3)	Existing Building Exterior Sheathing, & Weather Barrier Note: As-built drawings showed ext. sheathing & vapor barrier; ex. Bldg. did not have sheathing or vapor barrier on the north side where wall panels were removed for the new addition.	$18,820.00
4)	Replace existing AHU #5 refrigerant coil due to age / incompatibility with current refrigerant	$6,506.00
5)	Additional support bracing for existing ceiling boxed beam trim & crown molding in courtrooms 3 & 7.	$6,683.00
6)	Fire barrier corrections to existing walls and overhead beams above ceiling at courtrooms #3 and #7	$16,748.00
7)	Additional fire extinguisher cabinets required by inspections review	$1,509.00
8)	Lower bulkhead in courtroom #7 due to existing concealed HVAC ductwork conflict	$763.00
9)	Fire alarm system upgrades for synchronizing existing and new fire alarm system	$17,611.00
10)	Repair of void due to soil settlement underneath existing first floor slab at Holding Cell 1042	$563.00
11)	Change smoke detectors to heat detectors in renovation areas per Fire Marshal	$4,577.00
12)	Code required corrections to existing concealed above ceiling conditions per building code Note: upgrade existing fire rated wall joints, correct existing abandoned / inactive low voltage and electrical circuits.	$2,800.00
13)	Close up abandoned HVAC return air duct floor opening on third floor and reinforce exist opening	$4,549.00
	Total:	**$95,565.00**

The Time of Completion including previous orders is **(730)** calendar days and shall be **(increased)** (decreased) (unchanged) by **(23)** calendar days by this change order for a revised Contract date of completion **of April 25, 2022.**

The recommended (23) day contract time extension is for approved inclement weather days per the General Conditions of the Contract including Hurricane Isaias which occurred in this time period.

CONTRACT COST SUMMARY

					TOTALS
1. Original Contract Amount					$10,983,000
2. Amount of Previous Orders	ADD	$0	Deduct	$0	
3. Amount of This Order:	ADD	$95,565.00	Deduct	$0	
4. Total additions lines 2 & 3		$95,565.00	Minus Total Deducts:	$0	$95,565.00

(Line 4 shall show the net amount to be added or [deducted] from the **original** Contract amount.)

5. Revised Contract Total Amount **$11,078,565**

I certify that my Bonding Company will be notified forthwith that my Contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety.

Matthew Britton Monteith Construction Corporation	By:	Matthew Brittan – Project Manager	2.17.2021 (Date)
John Sawyer, AIA Sawyer Sherwood & Assoc. Architecture	By:	John Sawyer, AIA – Sawyer Sherwood Assoc.	2-17-2021 (Date)
Wm. L. Pinnix, P.E. Brunswick County	By:	Wm. L. Pinnix, P.E. – Dir. Of Engineering	2/17/2021 (Date)
Randy Thompson (County Commissioners)	By:	Randy Thompson, Chairman	(Date)

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

Approved as to Form.

Brunswick County Finance Officer

Brunswick County Attorney

DISTRIBUTION: 1 original to Owner 1 original to Contractor 1 original to Architect

DESIGNER'S REQUEST FOR AUTHORIZATION TO CHANGE

DATE:

REQUEST NO.:	**Change Order (1)**	PROJECT NAME:	**Courthouse Addition & Renovation**
OWNER:	**Brunswick County**	CONTRACTOR:	**Monteith Construction Corporation**
DESIGNER:	**Sawyer Sherwood & Associate Architecture**	CONTRACT FOR:	

REASON FOR CHANGE:

This proposed change order to the construction contract is to restore funding to the project construction contingency within the contract that had to expensed in the first year of construction due to the discovery of unexpected and existing building related issues with regards to inaccurate as-built record drawing information, current building code requirements, fire marshal requirements, or other existing issues and conditions that had to be corrected and was not in the contractor's approved scope and fee.

The funding to be restored to the project construction contingency will only be used with the written approval of the county engineering department and the Architect per county policy and the General Conditions of the Contract.

The project construction contingency needs to be restored for use as needed during the Year 2 renovation of the existing building.

SUMMARY REVIEW OF CONTRACTOR'S ESTIMATE FOR TIME AND COST: (Attach Contractor's detailed cost breakdown of labor and materials)

N/A

DESIGNER SUMMARY:

1. Schedule items affected by this change: **Project is currently on schedule.**
2. Can Contractor mitigate the change without requiring a Contract time extension? **N/A**
3. Will the change require a Contract time extension for other Contractors? Which? **No**
4. Are additional costs indicated by reason of the time extension If so they must be included in 5 & 6 Below. **No**

	CONTRACTOR'S ESTIMATE	DESIGNER'S ESTIMATE
5. Estimated cost of change:		
6. Estimated time extension field cost (if any):		

DESIGNER RECOMMENDATION AND CERTIFICATION:
I certify that I have reviewed all aspects of this change order and have determined that it is in the best interest of the Owner to have the work accomplished. I have also determined that the cost and time allotment are fair and equitable, and I recommend acceptance by the Owner.

Approved by: _____ Date: 2-17-2021

Title: President – Sawyer Sherwood & Associate Architect

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 1, 2021

Action Item # V. - 7.
Finance - Contract to Audit Accounts Martin Starnes & Associates, CPAs, P.A.

From:
Julie Miller

Issue/Action Requested:
Request that the Board of Commissioners approve a one year contract for audit services with Martin Starnes & Associates, CPAs, P.A.

Background/Purpose of Request:
The County has contracted with Martin Starnes & Associates CPAs, P.A. to provide independent public accounting audit services for several years. The fee to contract for Fiscal Year 2021 audit services is a fixed cost of $73,600 (no increase from the prior year) to include five major programs. The charge per major programs over five is $3,000. The county has been satisfied with the services provided by Martin Starnes & Associates CPAs, P.A.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve a one year contract for audit services with Martin Starnes & Associates, CPAs, P.A.

ATTACHMENTS:

Description

- Brunswick County - 2021 Single Audit Engagement Letter.pdf
- 2021 Brunswick County Contract.pdf

MARTIN ♦ STARNES
& ASSOCIATES, CPAs, P.A.
"A Professional Association of Certified Public Accountants and Management Consultants"

February 5, 2021

Julie Miller, Director of Fiscal Operations
Brunswick County
45 Courthouse Drive NE
Bolivia, NC 28422

You have requested that we audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Brunswick County, NC, as of June 30, 2021, and for the year then ended, and the related notes, which collectively comprise Brunswick County's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and State award programs for the period ended June 30, 2021. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and State award programs.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Government Employees' Retirement System's schedules
- Register of Deeds' Supplemental Pension Fund schedules

Supplementary information other than RSI will accompany Brunswick County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Other schedules
- Financial Data Schedule
- Schedule of Expenditures of Federal and State Awards

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory section
- Statistical section

We will make reference to the component unit auditor's audit of the Brunswick County Board of Alcoholic Beverage Control in our report on your financial statements.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and the direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Brunswick County's basic financial statements. Our report will be addressed to the governing body of Brunswick County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of Brunswick County's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal and state award programs. Our procedures will consist of determining major federal and state programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For the design, implementation, and maintenance of internal control over federal and state awards;

7. For establishing and maintaining effective internal control over federal and state awards that provides reasonable assurance that the nonfederal and nonstate entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
8. For identifying and ensuring that the entity complies with federal and state statutes, regulations, and the terms and conditions of federal and state award programs and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
9. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and state award programs, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit; and
    c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above (including the Schedule of Expenditures of Federal and State Awards), you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information

with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We will perform the following nonattest services:

- Preparation of auditor portion of Data Collection Form

We will not assume management responsibilities on behalf of Brunswick County. However, we will provide advice and recommendations to assist management of Brunswick County in performing its responsibilities.

With respect to the nonattest services we perform as listed above, Brunswick County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards.
- This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The County is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

Provisions of Engagement Administration and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Paula Hodges is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Audit Fee	$ 73,600
Financial Statement Drafting	-
Other Non-Attest Services	-
	$ 73,600
Additional Fees:	
Charge per major program over five (5)	$ 3,000

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Brunswick County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from $75-$300 per hour.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or State agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Brunswick County by:

Name: _____

Title: _____

Date: _____

The Governing Board: Board of Commissioners

of Primary Government Unit (or charter holder): Brunswick County, NC

and Discretely Presented Component Unit (DPCU) (if applicable): N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and Auditor Name: Martin Starnes & Associates, CPAs, P.A.

Auditor Address: 730 13th Avenue Dr. SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for

Fiscal Year Ending	Audit Report Due Date
06/30/21	10/31/21

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified*). The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved 'with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later. T**he auditor shall present the audited financial statements including any compliance reports to the government unit’s governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor’s presentation to the government unit’s governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a “Response to the Auditor’s Findings, Recommendations, and Fiscal Matters,” if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern.

30. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

31. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

32. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

33. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

34. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards,2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☐ Auditor ☑ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	***Title and Unit / Company:***	***Email Address:***
Julie A. Miller	Director of Fiscal Operations, Brunswick County	julie.miller@brunswickcountync.gov

OR Not Applicable ☐ *(Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the billings for the last annual audit of the unit submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	Brunswick County, NC
Audit Fee	$ See fee section of engagement letter
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$ See fee section of engagement letter
Writing Financial Statements	$ N/A
All Other Non-Attest Services	$ N/A
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$ 57,450.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* Amber Y McGhinnis
Date* 02/05/21	Email Address* amcghinnis@martinstarnes.com

GOVERNMENTAL UNIT

Governmental Unit* Brunswick County, NC	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* Randell Thompson, Chairman	Signature*
Date	Email Address randell.thompson@brunswickcountync.gov

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) Julie A. Miller, Director of Fiscal Operations	Signature*
Date of Pre-Audit Certificate*	Email Address* julie.miller@brunswickcountync.gov

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

KWH
Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates CPAs, P.A. and the
Peer Review Committee, North Carolina Association
Of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. (the firm) in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards,* including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. in effect for the year ended December 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates CPAs, P.A. has received a peer review rating of pass.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 3, 2018

Raleigh
4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham
3500 Westgate Drive
Suite 203
Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

Pittsboro
10 Sanford Road
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 1, 2021

Action Item # V. - 8.

From:
David Stanley, HHS Executive Director

Health and Human Services - Health Services - CureMD Services Agreement for COVID-19 Mass Scheduling / Management System

Issue/Action Requested:
Request that the Board of Commissioners approve an agreement with CureMD.com,Inc. for the application of a vaccine management system to include mass scheduling functionality for administration of the COVID-19 vaccine upon review and approval of the County Attorney.

Background/Purpose of Request:
CureMD is a health information systems and service provider currently used by Brunswick County Health Services for electronic health records management and billing software.

With the deployment of the COVID-19 vaccine in operational status, the company has developed a system that can be used alongside its existing records management system to support the scheduling, documentation and billing of COVID-19 vaccinations. This would allow Health Services staff to better work directly with the public to schedule eligible individuals for their vaccinations.

The only associated cost for the software is a service fee of $1.49 for each administered vaccination. That fee will be "deducted" from the administration fee Health Services receives from that same vaccination.

Staff recommends approval of the agreement.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:

County Attorney's Recommendation:
We've sent a draft back to CureMD. Waiting for response.

County Manager's Recommendation:
Recommend the Board of Commissioners approve an agreement with CureMD.com,Inc. for the application of a vaccine management system to include mass scheduling functionality for administration of the COVID-19 vaccine upon review and approval of the County Attorney.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 1, 2021

Action Item # V. - 9.

From:
David Stanley, HHS Executive Director

Health and Human Services - WARM 2021 Urgent Repair Program Support Request

Issue/Action Requested:
Request that the Board of Commissioners support an application and 20% funding match up to a maximum of $20,000 for the 2021 Urgent Repair Program to be submitted by the Wilmington Area Rebuilding Ministry, Inc. (WARM) for their housing rehabilitation activities in Brunswick County.

Background/Purpose of Request:
Ms. JC Lyle, WARM Executive Director, has requested that Brunswick County provide a letter of support for the funding application and a $20,000 match should WARM be awarded the 2021 Urgent Repair Program from the NC Housing Finance Agency. As a grantee of Brunswick County, WARM has committed to provide documentation that the match funding is spent on urgent repairs and accessibility upgrades for low income homeowners in Brunswick County. These matching funds if approved will be disbursed to WARM for the reimbursement of hard cost only for Brunswick County residents at a rate of 20% of the total cost of the Urgent Repair Program in Brunswick County during the FY2022 budget year. A proposed letter from the county and resolution attached.

Staff recommends approval of the request.

Fiscal Impact:
Reviewed By Director of Fiscal Operations
County match is available in the current budget

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners support an application and 20% funding match up to a maximum of $20,000 for the 2021 Urgent Repair Program to be submitted by the Wilmington Area Rebuilding Ministry, Inc. (WARM) for their housing rehabilitation activities in Brunswick County.

ATTACHMENTS:

Description

- WARM Request for Matching Funds - URP 21
- FY21 WARM Urgent Repair Application Resolution of Commitment

WILMINGTON AREA REBUILDING MINISTRY

5058 WRIGHTSVILLE AVENUE - WILMINGTON, NC - 28403
910.399.7563 - WWW.WARMNC.ORG - INFO@WARMNC.ORG
GENERAL CONTRACTING LICENSE #78118

January 26, 2021

To the Attention of the Brunswick County Commissioners:

Thank you for trusting WARM with the Urgent Repair Program (URP) for Brunswick County since 2015. We've used URP funds to boost WARM' s capacity in the county and have worked hard to provide a strong return on your investment.

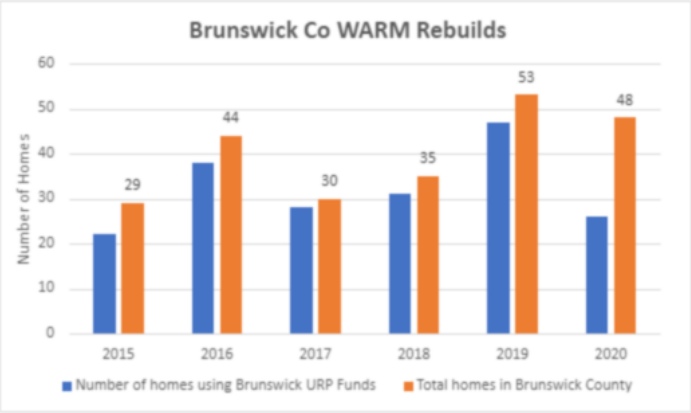
In 2020, WARM completed 48 rebuilds in Brunswick County despite challenges arising from Covid-19. At an average cost of $8,887, Brunswick County citizens gained a value of $426,576 with an investment from the County of only $20,000. This is the benefit of working with a multi-county agency with the ability to secure regional, state, and federal funds.

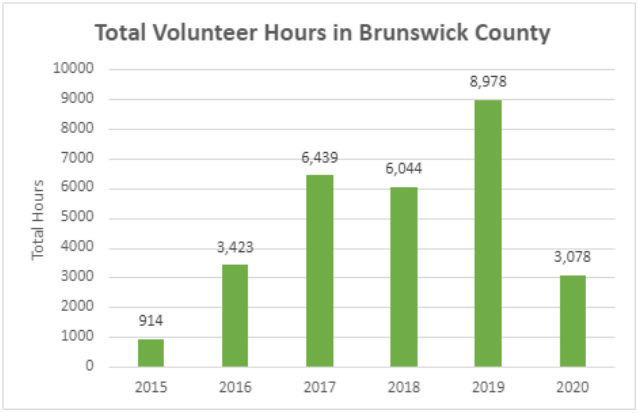
The pandemic challenged our innovative team to develop new ways to keep homeowners safe! WARM's staff and volunteers sewed over 250 face covers and made weekly "Kindness Calls" to check in with homeowners who may be feeling isolated. AARP studies have shown isolation is as dangerous to health as smoking or obesity. Our volunteer recruiting efforts focused on highly skilled individuals who helped families faster while continuing to ensure a quality service that meets all applicable building codes.

With high-risk individuals sheltering-in-place, it is more important than ever to remove moldy sheetrock, repair HVAC systems, replace dangerous deteriorating floors, and install railings, ramps, and other safety improvements. Removing old, contaminant-filled carpets and repairing HVAC units are especially important repairs as they significantly improve respiratory health.

Because our homeowners are waiting for urgent repairs, WARM did not want to slow down, even with fewer volunteers. We were fortunate to receive a Paycheck Protection Program Loan which we used strategically to maintain staff. Our staff members, including office personnel, were able to complete exterior repairs by utilizing effective PPE, keeping themselves and our vulnerable homeowners safe, without adding to the cost of the rebuild.

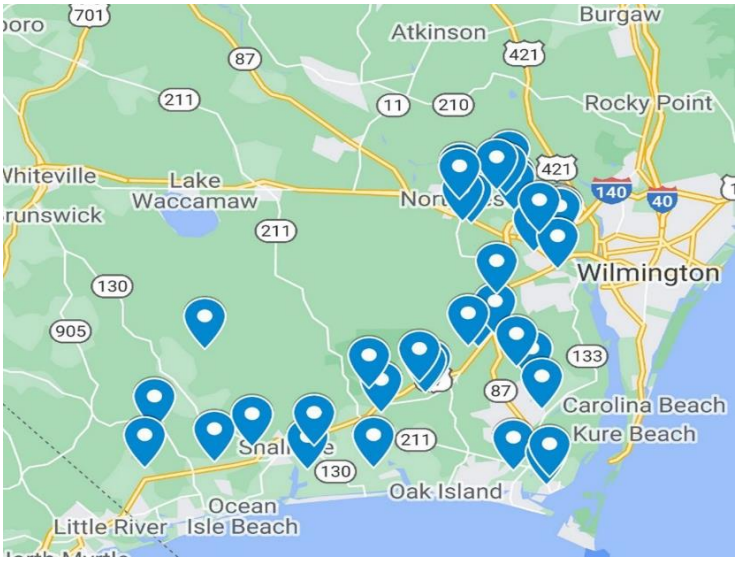
Here' s an update of our progress in Brunswick County since you first invited WARM to administer the county's URP program. Please note that the cost of each rebuild is different, so fluctuations in the number of rebuilds (chart on left) will occur from year to year.





Since WARM' s founding in 1996 – **25 years ago** - we have served 583 Brunswick County families! But we don't do it alone.

I am writing to ask again for a grant in the amount of $20,000 to serve as matching funds for WARM's application for URP funds from the NC Housing Finance Agency. As a grantee of Brunswick County, WARM will provide documentation that the $20,000 is spent on urgent repairs and accessibility upgrades for low-income homeowners in Brunswick County.



This map shows WARM' s waiting list in Brunswick County: 63 people in 46 households; 28 who are over 60 years old; 20 who are disabled; and eight homes of veterans or their surviving spouses. Twelve households are requesting repairs due to damage from Hurricane Florence.

Even now, two years since Hurricane Florence hit our region, we continue to receive applications as low-wealth families exhaust all other options and turn to WARM for help.

In addition to completing desperately needed home repairs, WARM chairs the Construction Committee of the Brunswick County VOAD (Volunteer Organizations Active in Disaster). In this role, we help to coordinate efforts and support the great work of others involved in owner occupied rehab such as Brunswick County Habitat for Humanity, United Methodists, and Baptist on Mission.

Feel free to contact me with any questions or concerns by email JCLyle@warmnc.org or on my mobile: 910.540. 5326.

We look forward to continuing our growth in Brunswick County and a continued partnership with the county government.

Sincerely,

JC Lyle, MBA
Executive Director

County of Brunswick

Office of the County Commissioners

BRUNSWICK COUNTY

FY21 WARM URGENT REPAIR APPLICATION

RESOLUTION OF COMMITMENT

WHEREAS, Brunswick County wishes to demonstrate local support for the Wilmington Area Building Ministry, Inc. (WARM) FY21 Urgent Repair application; and

WHEREAS, WARM wishes to submit a competitive application to the North Carolina Housing Finance Agency to assist Brunswick County residents.

NOW, THEREFORE, the Board of Commissioners of Brunswick County hereby resolves to commit $20,000.00 in unrestricted local revenues to the FY21 Urgent Repair Program project. If the project is funded, these funds will be restricted in use for Brunswick County residents and be disbursed for "hard cost only" at the discretion of the Urgent Repair administrator during the FY-2022 budget year.

RESOLVED this 1st day of March, 2021.

_____

Randy Thompson, Chair
Brunswick County Board of Commissioners

ATTEST:

_____

Andrea White, NCCCC
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 1, 2021

Action Item # V. - 10.
Utilities - 211 WTP Well Rehabilitation

From:
John Nichols, P.E.

Issue/Action Requested:
Request that the Board of Commissioners Approve the award of a service contract with Skipper's Well Drilling and Pump Service Inc., in the amount of $487,250.

Background/Purpose of Request:
The 211 Water Treatment Plant has 14 groundwater wells that provide water to the water treatment plant. Water production from each well tapers off over time due to several factors such as gravel pack compaction, clogging with fine sediment, and bacteria. Three wells were selected for rehabilitation and a Request for Proposals was advertised for 30 days. Two proposals were received and Skipper's Well Drilling and Pump Service was selected as the most advantageous to the County taking into account price and other factors identified in the RFP. A.C. Schultes of Carolina's proposal was rejected due to the FORM of EXCEPTIONS stated in their proposal.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the current budget

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:
Recommend the Board of Commissioners Approve the award of a service contract with Skipper's Well Drilling and Pump Service Inc., in the amount of $487,250.

ATTACHMENTS:

Description

- Utilities - Request for Proposals - Attach 1
- Utilities - Bid Tabulation - Attach 2
- Services Agreement

REQUEST FOR PROPOSAL

FOR

211 WATER TREATMENT PLANT WELL REHABILITATION

ISSUE DATE: [December 30, 2020]

DUE DATE: February 4, 2021

1. INTRODUCTION

Brunswick County is soliciting proposals from qualified NC licensed water well contractors for the rehabilitation of up to four (4) groundwater wells at its 211 Water Treatment Plant (WTP) located at 4305 Southport-Supply Road SE, Southport, NC 28461.

2. PROJECT OVERVIEW

This project is to re-drill and rebuild up to four (4) wells to a larger diameter and deeper depth in an attempt to increase production of the wells. The 211 WTP well field is 45 years old and over time, wells need overhauling due to the packing and clogging of the surrounding sediments. Increasing a well's diameter removes some of these clogging sediments and reduces the velocity of the water entering the well and the clogging effects of water moving too quickly through the sediments thus giving longer life and increased yield to a well.

3. SCOPE OF WORK

Brunswick County has established the following objectives for this project. Any changes to the specifications or Scope of Work will be made in the form of an Addendum to this Request for Proposal and will be supplied to all proposers. Brunswick County may negotiate and refine a final Scope of Work with the selected proposer. Brunswick County reserves the right to negotiate additional services with the selected proposer at any time after the initial contract award.

- Work to be performed by a NC licensed well driller in good standing.
- Drill out existing 10" well(s) to a diameter of 16" and depth of 200'.
- New 16" casings and screens are to be stainless steel, drop pipe is to be Certa-Lok PVC or equivalent.
- New well head/pedestal to be installed to match existing piping and meet all state and federal regulations. Pedestal will include air relief line with downward facing vent as well as ¾" stainless steel chemical dosing pipe to be installed from the well head to within ten feet (10') of the bottom of the well. Top of the tube will be NPT threaded and capped.
- Geophysical logging will be conducted by the driller and reviewed by its engineer to determine the best screening intervals for the well within the Castle Hayne and upper Pee Dee Aquifers with the goal of providing the highest capacity and water quality possible.
- Following installation, each well will be developed via air-lifting, over-pumping, or other accepted methods to remove drilling mud and suspended solids from the

water column until development water is visually clear. Development will be performed in such a manner as to adequately develop the formation to ensure optimal water capacity and quality.

- Aquifer stress tests will be performed on each well to determine production capacity. The driller will provide the pump and all necessary equipment to conduct and record four (4), one (1) hour step tests and a constant rate test (24hr), for each well.
- Using the data from the aquifer stress test the driller's engineer will determine the best pump/motor combo for the driller to install. Driller will install a new pump/motor, wiring, and pipe fittings to match the new capacity of the well.
- The driller will connect the new pump-head to the existing piping header.
- The driller is required to file for and obtain all permits and meet all construction standards as set forth by NC-DEQ Public Water Supply when constructing a water well for public consumption.
- The driller will dispose of trash, debris, and drilling mud in accordance with applicable local, state, and federal laws, rules, and regulations and return the well site to its pre-construction condition.
- See Exhibit A for information on which wells are to be redrilled.

4. PROJECT DELIVERABLES

Proposer shall complete the following:

- One (1) preconstruction meeting at the 211 WTP before physical work begins to include a schedule of activities and a list of subcontractors to be used on the project.
- Project conference calls or meetings onsite will be held as needed but no less than monthly to share drill log information and engineer recommended screening depths for each well (these meetings can be combined to include multiple wells). Meeting agendas and minutes are to be provided by the proposer.
- Ongoing action item list maintained by the proposer.
- Template and procedure for formal reporting of issues provided by the proposer.
- Final Report – This will include a summary of the work performed and results of the drilling and new capacities of each well at the beginning of the report. The report shall include drilling log results, engineer stamped as-built drawings of each well, including without limitation, materials of construction, screen size type and depths, well pump curves, step test and 24hr test results, and copies of any permits acquired during the project. Two (2) hardcopies and two (2) USB drives with electronic copies of the final report in .pdf format shall be delivered to Jeremy Sexton, Water Resources Superintendent, 4305 Southport-Supply Road SE, Southport, NC 28461.

5. PROPOSAL DEADLINE AND SUBMISSION REQUIREMENTS

5.1 Brunswick County will accept proposals until February 4, 2021, at 4:00 p.m. ET.

5.2 All proposals must include the following:

- The proposal title and due date and time.
- A cover letter/letter of intent on proposer's letterhead, signed by an authorized representative of proposer, expressly agreeing to Brunswick County's terms and conditions contained in this Request for Proposal and its attachments.
- The proposer's name or company name, address and telephone number.
- The name, address and telephone number of company representatives with the authority to answer questions or provide clarification regarding the proposal's contents.
- A list of key personnel to be assigned to perform the services and each person's qualifications, including licenses. Personnel should possess relevant and diverse knowledge and expertise in their respective fields.
- The names of any and all subcontractors expected to perform services in connection with the project and their qualifications. Include the estimated percentage of work that each subcontractor is expected to perform. **Brunswick County reserves the right to accept or reject any proposed subcontractor.**
- A detailed price proposal in substantially the form attached hereto and incorporated herein by reference.
- A full description of services and processes that will be implemented and ongoing to complete the project in the most efficient, timely and comprehensive manner. The description should include a detailed implementation plan and project schedule outlining the primary tasks, estimated hours, responsibility, major deliverables and timing, including an estimated start date.
- Any assistance requirements from Brunswick County.
- A detailed company description and history, including the areas of expertise related to the project.
- A reference list of at least three (3) current projects or projects completed within the past five (5) years for projects of similar size and scope, including the name and telephone number of a contract person for each reference listed.
- Certificate of Insurance as evidence that proposer meets the County's Minimum Insurance Requirements attached hereto.

Proposers shall provide documentation sufficient to clearly demonstrate that their firm meets or exceeds the requirements set forth in this RFP. Failure to provide such documentation may result in the proposal being deemed non-responsive.

In addition to the foregoing, Brunswick County reserves the right to request financial information for any proposer, in order to support the viability of the proposer.

Those interested should submit three (3) hard copies of the proposal. Proposals may be mailed or hand delivered to the following:

Mail: Brunswick County Public Utilities
Attention: Glenn Walker
P.O. Box 249
Bolivia NC, 28422

Hand Delivery: Brunswick County Public Utilities Operations Center
250 Grey Water Road NE
Supply, NC 28462

All proposals must be received no later than 4:00 p.m. ET on February 4, 2021. Brunswick County will not be responsible for the failure of any mail or delivery service to deliver a proposal prior to the stated date and time. Regardless of the manner of submission, any proposal received after the stated date and time will not be considered. Incomplete proposals or proposals inconsistent with the required format may be disqualified from consideration.

6. PROPOSER EXPENSES

Brunswick County will not be responsible for any costs or expenses incurred by the proposer in submitting a proposal or for any other activities associated with this procurement. Further, Brunswick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement even if the Board of Commissioners has formally accepted the recommendation.

7. RIGHT TO SUBMITTED PROPOSALS AND SUPPORTING DOCUMENTS

All written correspondence, proposals and supporting documents received by Brunswick County in connection with this Request for Proposal will become the property of Brunswick County. Brunswick County reserves the right to use any ideas in a proposal or supporting documents regardless of whether the proposal is selected.

8. QUESTIONS/ADDENDA

Questions or requests for further information regarding this Request for Proposal shall be submitted in writing to the attention of Glenn Walker, Water Resources Manager, P.O. Box 249, Bolivia, NC 28422, or by e-mail to glenn.walker@brunswickcountync.gov no later than January 20, 2021. A copy of all questions, further clarifications and answers will be in the form of an Addendum to this Request for Proposal and will be provided to all proposers.

9. FORM OF AGREEMENT

In addition to the terms and conditions contained in this Request for Proposal, by submitting a proposal, proposer, if selected, agrees to enter into and be bound by the provisions of a Services Agreement in substantially the form attached hereto and incorporated herein by reference. To the extent that any of the terms of this Request for Proposal and the terms of the Services Agreement conflict, the terms of the Services Agreement shall prevail. No work shall commence until an agreement has been fully executed by the parties. Unless otherwise approved by Brunswick County, the proposer must begin performing services within thirty (30) days after an agreement is signed.

10. INSURANCE

Proposer, and any of its approved subcontractors, must procure and maintain in full force and effect during the term of any agreement with Brunswick County, or the renewal of any agreement with Brunswick County, the insurance coverage set forth in the Minimum Insurance Requirements attached hereto and incorporated herein by reference.

In the event proposer, or any of its approved subcontractors, fails to maintain insurance as outlined herein, Brunswick County may, at its option, obtain the required insurance at the expense of the proposer.

11. PROPOSAL CONDITIONS

11.1 Submission of a proposal indicates explicit acceptance by the proposer of the terms and conditions contained in this Request for Proposal and any attachments hereto. Brunswick County reserves the right to reject, without prejudice or explanation, any or all proposals. Brunswick County reserves the right to waive informalities or to amend the specifications of this Request for Proposal and request new proposals at any time prior to the award of a contract. All decisions of Brunswick County shall be final and binding.

11.2 The proposer shall supply the following:

- A single point of contact through proposal acceptance. Brunswick County will communicate solely through this contact regarding all issues relating to the proposal through acceptance.
- A single Project Manager, after acceptance, dedicated and available for the entire duration of the project. The Project Manager may only be replaced upon approval by, or at the request of Brunswick County. At a minimum, the proposer's Project Manager shall be responsible for oversight and management of the Scope of Work as outlined above.

12. CONSIDERATION OF WITHDRAWAL AND/OR REJECTION OF PROPOSAL

12.1 Withdrawal

After submission, no proposal may be withdrawn by the proposer for a period of ninety (90) days following the opening date. Until that time, the proposal will remain firm and irrevocable and any required bond will be forfeited.

12.2 Rejection

A proposal may be rejected if the proposer fails to:

- Submit the proposal in the format specified.
- Supply the minimum information requested.
- Submit all addenda, addenda responses and templates.
- Submit the proposal by the date and time required.
- Submit a cost proposal with unbundled, detailed and itemized pricing.
- Provide truthful and accurate information in the proposal.

12.3 No Acceptance

Brunswick County reserves the exclusive right to reject any or all proposals, to waive any informalities or technical defects in proposals, and to accept any proposal deemed most favorable to Brunswick County.

12.4 Competency of Proposer

Brunswick County shall make such investigation as it deems necessary to determine the ability of the proposer to perform the work, and/or provide the services required by this Request for Proposal. Upon request by Brunswick County, the proposer shall furnish satisfactory evidence that it has the necessary facilities, ability and financial resources to fulfill the specifications and conditions of the proposal.

13. AWARD

Brunswick County reserves the right to award a contract, based on initial proposals received, without discussion and without conducting further negotiations. Brunswick County may also, in its sole discretion, initiate further discussions with proposers that it deems to fall within a competitive range. Award shall be made to the lowest responsive, responsible party unless otherwise specified. Brunswick County shall not be deemed to have finally selected a proposer until a contract has been successfully negotiated and signed by both parties.

14. NORTH CAROLINA PUBLIC RECORDS

All proposals received by Brunswick County shall be considered public information subject to lawful disclosure under North Carolina Public Records Law. Any proposal material deemed by the proposer to constitute either proprietary or trade secret material shall be designated as such, and each page or section of a page containing such material shall be so marked by the proposer. In addition, it shall be the sole responsibility of the proposer to demonstrate to a court of competent jurisdiction that their designation is proper. Brunswick County shall not make public any material determined by a court of competent jurisdiction to be proprietary or trade secret. Proposer hereby agrees to indemnify and hold Brunswick County harmless from any and all claims, suits, damages, penalties or expenses arising out of proposer's proprietary or trade secret designation.

15. PROTEST PROCEDURES

Protests related to this Request for Proposal must be addressed to the Brunswick County Deputy County Manager, P. O. Box 249, Bolivia, NC 28422 and must be received, in writing, within five (5) calendar days of contract award. Responses will be provided no later than (7) calendar days following receipt of said protest.

16. ADDITIONAL SERVICES

Brunswick County reserves the right to negotiate additional services with proposer at any time after the initial contract award.

17. DRUG-FREE WORKPLACE

The proposer shall adhere to the Federal Drug Free Workplace requirements as outlined in 2 C.F.R. § 182. Proposer shall make good faith efforts to maintain a drug-free workplace, publish a workplace statement and establish drug-free awareness programs for employees. Proposer should take action concerning employees who are convicted of violating drug statutes in the workplace. Proposer shall contact Brunswick County if proposer cannot adhere to the requirements of the Federal Regulations noted above. Failure to comply with said provisions shall be considered a breach of contract.

18. CERTIFICATION

Proposer hereby certifies that it has carefully examined this Request for Proposal and all attachments hereto, that it understands and accepts all terms and conditions and the scope of work, and that it has knowledge and expertise to complete the project. By submitting a proposal, proposer certifies that its proposal is in all respects fair and without collusion or fraud.

FORM OF AGREEMENT

NORTH CAROLINA

SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part, and {Vendor Name}, (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as "Services") and the agreed upon fees for said Services are set forth on Exhibit "A" attached hereto.

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on {Effective Date} (the "Effective Date") and continues in effect until {Expiration Date}, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation

and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

The County agrees to pay fees as specified in Exhibit "A" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

5. INDEPENDENT CONTRACTOR

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and the Provider is responsible for all income taxes and social security payments thereon.

6. PROVIDER REPRESENTATIONS

a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;

b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;

d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;

e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;

f. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;

g. The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);

h. Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services;

i. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and

j. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

7. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or its subcontractors. In the event that Provider causes damage to the County's equipment or facilities, Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

8. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

9. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Provider hereby 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.

11. DEBARMENT

Provider hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Provider must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

12. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

13. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder.

Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

14. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

15. REMEDIES

a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

   i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

   ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.

b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.

c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

16. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

17. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

18. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

19. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland

Security, and Provider shall require its subcontractors to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

20. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

a. in the public domain through no fault of the Recipient;

b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;

e. disclosed with the prior written consent of the Discloser; or

f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

21. OWNERSHIP OF WORK PRODUCT

Should Provider's performance under this Agreement generate documents or other work product that are specific to the Services hereunder, such documents or work product shall become

the property of County and may be used by County on other projects without additional compensation to Provider.

22. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

24. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

25. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

26. NON-WAIVER

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

28. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

29. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

30. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider and County.

31. NOTICES

a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

i. <u>For the County</u>: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022

ii. <u>For the Provider</u>: {Vendor Name}
{Vendor Address}
{Vendor City, State, Zip}

32. SIGNATURES

This Agreement, 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 Agreement 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 Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

_____

Clerk to the Board /
Deputy Clerk to the Board

By: _____

Chairman, Board of Commissioners

[SEAL]

{VENDOR NAME}

By: _____

Printed Name: {Vendor Signatory Name}

Title: {Vendor Signatory Title}

Date: _____

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

_____

Julie A. Miller, Finance Director
Brunswick County, North Carolina

APPROVED AS TO FORM

_____

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

EXHIBIT "A"
PROPOSAL/STATEMENT OF WORK/SCOPE OF SERVICES

MINIMUM INSURANCE REQUIREMENTS

BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS

At contractor's expense, contractor shall procure and maintain the following recommended lines of insurance according the scope of work. The County may choose to elect higher or lower coverages according to the work performed. Contractors must be insurered by a licensed agent in North Carolina and rated A-VII or better by A.M. Best.

A. COMMERCIAL GENERAL LIABILITY
   Covering all operations involved in this Agreement.
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Each Occurrence
   $1,000,000 Personal and Advertising Injury Limit
   $ 5,000 Medical Expense Limit

B. WORKERS' COMPENSATION
   Statutory limits covering all employees, including Employer's Liability with limits of:
   $500,000 Each Accident
   $500,000 Disease - Each Employee
   $500,000 Disease - Policy Limit

C. COMMERCIAL AUTOMOBILE LIABILITY
   $1,000,000 Combined Single Limit – Any Auto

D. PROFESSIONAL LIABILITY
   $1,000,000 Per Occurrence

E. POLLUTION LIABILITY INSURANCE
   $1,000,000 Per Occurrence

When a contractor is required to bind pollution/environmental coverage, the contractor must provide evidence of continuation or renewal of liability insurance for a period of three (3) years following termination of the agreement.

ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. Contractor agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Contractor, its employees or agents. Contractor further agrees to investigate, handle, respond to, defend and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto.

The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:
BRUNSWICK COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

A. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

B. Contractor shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

C. Brunswick County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

D. All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.

E. The Certificate of Insurance should note in the Description of Operations the following:
Department: _____
Contract #: _____

F. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, hold harmless and defend Brunswick County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

G. In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management personnel within twenty-four (24) hours.

H. Certificate Holder shall be listed as follows;
ATTENTION: Brunswick County Risk Manager
30 Government Center Dr. NE
P.O. Box 249
Bolivia, NC 28422

I. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

Revised 01/2015

FORM OF EXCEPTIONS

Proposer shall identify each exception or deviation from the specifications. The omission of exceptions implies complete compliance with the Scope of Work and specifications.

FORM OF PROPOSAL

Note to proposers: All costs proposed are to be inclusive of labor, materials, equipment, incidentals, permits, engineering etc. necessary to provide the Scope of Work outlined in this RFP. Costs proposed are also to include all expenses, including general overhead, equipment, field overhead, profit, travel per diem, all necessary food, water, restroom and lodging facilities needed to provide these services.

Descriptions	**Lump sum (Turnkey) Re-drilling Cost**
Well Site # 2	$
Well Site # 15	$
Well Site # 16	$
Well Site # 19	$
Total for all Four Well Sites	$

Brunswick County reserves the right to award a contract for any portion or combination of redrilling costs listed. However, it is our intention to redrill all four (4) wells within this RFP.

PROPOSER INFORMATION

Name of Company _____

Address _____

_____

Phone No. _____ **Fax No.** _____

E-Mail Address _____

Federal I.D. No. _____

SDBE, Minority or Woman Owned Business Enterprise _____**Yes** _____**No**

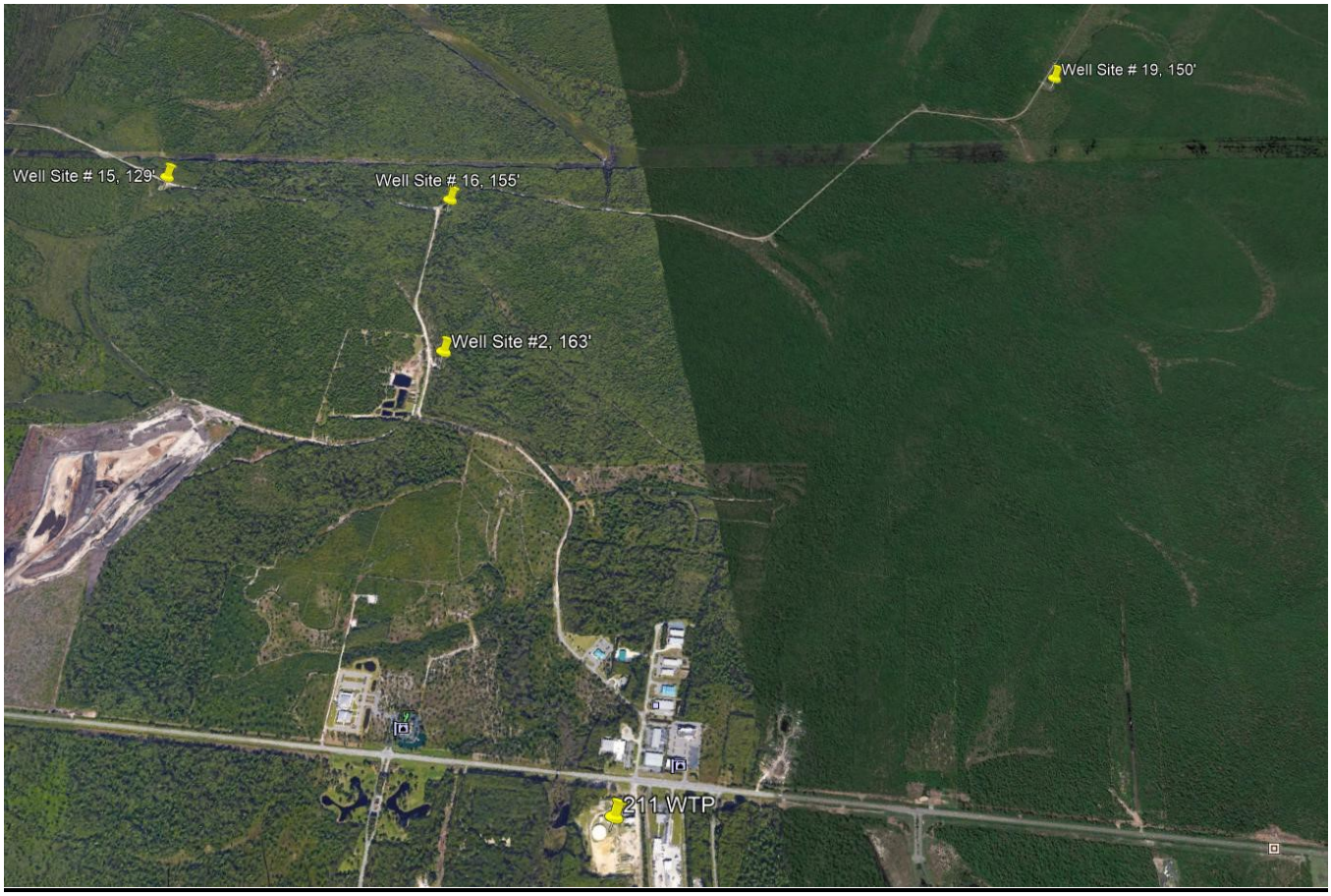
Proposal Submitted By: _____
(Printed Name)

_____
(Signature)

Title: _____

Date: _____

Exhibit A


Well Site # 19, 150'
Well Site # 15, 129'
Well Site # 16, 155'
Well Site #2, 163'
211 WTP

211 Water Treatment Plant Well Rehabiliation RFP

Bid Tab

Date/Time February 4th 2021, 4pm

	Skipper's Well Drilling & Pump Service Inc.		A.C. Shultes of Carolina	
Well # 2	$	161,875.00	$	155,301.00
Well # 15	$	161,875.00	$	155,301.00
Well # 16	$	163,500.00	$	155,301.00
	$	487,250.00	$	465,903.00

DocuSign Envelope ID: 000CF702-262D-4528-B314-8BC535E014A8

NORTH CAROLINA

SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part, and Skipper's Well Drilling & Pump Service, Inc., (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as the "Services") are more fully set forth in the Request for Proposals entitled "211 Water Treatment Plant Well Rehabilitation," as published by Brunswick County on December 30, 2020, and any addenda thereto, and on the Proposal attached hereto as Exhibit "A," all of which are incorporated herein by reference. The agreed upon fees for said Services are also set forth on Exhibit "A." The parties acknowledge that the Services hereunder are limited to Well Site #2, Well Site #15, and Well Site #16 at the Brunswick County 211 Water Treatment Plant ("211 WTP") located at 4305 Southport-Supply Road SE, Southport, NC 28461. Well Site #19 at the 211 WTP is expressly excluded from the Services to be provided under this Agreement.

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 03/01/2021 (the "Effective Date") and continues in effect until 09/30/2021, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

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3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

The County agrees to pay fees only for Well Site #2, Well Site #15, and Well Site #16, as specified in Exhibit "A" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

5. INDEPENDENT CONTRACTOR

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and the Provider is responsible for all income taxes and social security payments thereon.

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6. PROVIDER REPRESENTATIONS

a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;

b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;

d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;

e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;

f. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;

g. The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);

h. Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services;

i. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and

j. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

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7. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or its subcontractors. In the event that Provider causes damage to the County's equipment or facilities, Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

8. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

9. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Provider hereby 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.

11. DEBARMENT

Provider hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Provider must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

12. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

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13. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

14. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

15. REMEDIES

a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

   i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

   ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.

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b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.

c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

16. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

17. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

18. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

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19. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Provider shall require its subcontractors to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

20. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

a. in the public domain through no fault of the Recipient;

b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;

e. disclosed with the prior written consent of the Discloser; or

f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives

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such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

21. OWNERSHIP OF WORK PRODUCT

Should Provider's performance under this Agreement generate documents or other work product that are specific to the Services hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider.

22. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

24. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

25. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

26. NON-WAIVER

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

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27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

28. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

29. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

30. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider and County.

31. NOTICES

a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

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c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

i. For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022

ii. For the Provider: Skipper's Well Drilling & Pump Service, Inc.
107 Oakland Avenue
Leland, NC 28451

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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32. SIGNATURES

This Agreement, 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 Agreement 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 Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

_____
Clerk to the Board /
Deputy Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

SKIPPER'S WELL DRILLING & PUMP SERVICE, INC.

By: Charles M. Skipper

Printed Name: Charlie M. Skipper

Title: President

Date: 2/23/2021

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

Julie A. Miller
Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

Bryan W. Batton
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

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EXHIBIT "A"
SCOPE OF SERVICES/PROPOSAL/FEES

Skipper's Well Drilling & Pump Service Inc. will follow the scope of work listed in the specs received. The following is a detailed implementation plan and project schedule.

The first step to start the job is to take the well house apart and remove. Time approximately 30 hrs. This will include removing switch and control panels and pulling the well pump, disconnecting well piping and valves. We will then jack hammer the well head pedestal to the out casing. Time approximately 10 hrs. The drilling rig will be set up ready to drill out old 10" casing and dig mud pit. Time approximately 10 hrs. Start to drill out 10" casing and gravel pack around casing. Time approximately 40 hours. Pull old 10" casing and screen out. Time approximately 20 hours. Drill out well to 200 feet. Time approximately 20 hours. Run a geophysical log and confer with engineer to set screens and casing and gravel pack. Time approximately 10 hrs. After getting information, we will install screens and casing and gravel pack well. Time approximately 30 hours. Develop well out and set test pump and run 24 hour pump test. Collect water samples. Time approximate 34 hours. After samples are taken, we will install new submersible pump and motor capable of the well, make new well head piping and install air line 55 ¾ ". Time approximately 30 hours. Pour pedestal and reconnect old piping . Time approximately 20 hrs. Re-set old well house and connect all electrical and run pump. Time approximately 40 hours. This procedure would be followed for each well, numbers 2 and 16 and would require approximately 26 days each well.

Wells numbers 16 and 19 would require an additional 40 hours each due to size of well house to be dismantled.

Please note that it will take from 2-3 weeks to get the stainless casing and screens. We can start the job 10 days after signing the contract and gaining an understanding of any possible deviations from the specs.

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FORM OF PROPOSAL

Note to proposers: All costs proposed are to be inclusive of labor, materials, equipment, incidentals, permits, engineering etc. necessary to provide the Scope of Work outlined in this RFP. Costs proposed are also to include all expenses, including general overhead, equipment, field overhead, profit, travel per diem, all necessary food, water, restroom and lodging facilities needed to provide these services.

Descriptions	**Lump sum (Turnkey) Re-drilling Cost**
Well Site # 2	$ 161,875.00
Well Site # 15	$ 161,875.00
Well Site # 16	$ 163,500.00
Well Site # 19	$ 163,500.00
Total for all Four Well Sites	$ 650,750.00

Brunswick County reserves the right to award a contract for any portion or combination of redrilling costs listed. However, it is our intention to redrill all four (4) wells within this RFP.

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FORM OF EXCEPTIONS

Proposer shall identify each exception or deviation from the specifications. The omission of exceptions implies complete compliance with the Scope of Work and specifications.

Well house on Wells 16 and 19 are larger than the ones on 2 and 15; therefore, they will require more time and labor--hence the difference in price.

The bid is basic on using 16" stainless steel casing and screens. If the 16" cannot be used and we have to go with a 14" or 12" casing and screens, we will do a deduct.

If we use 14" casing and screens,	Deduct $5,125.00
If we use 12" casing and screens,	Deduct $9,250.00

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 1, 2021

Action Item # V. - 11.
Utilities - Highfill On-Call Engineering for Sea Trail WWTP

From:
John Nichols, P.E.

Issue/Action Requested:
Request that the Board of Commissioners approve a budget amendment and authorize the Chairman and Clerk to the Board to execute the contract with Highfill Infrastructure Engineering Inc., in an amount not to exceed $147,000 for engineering services associated with the On-Call Engineering Contract Task Order No. 1.

Background/Purpose of Request:
On August 19, 2020, the Board of Commissioners approved the Notice of Award for On-Call Engineering Services with multiple firms, including Highfill Infrastructure Engineering, Inc., (Highfill). Highfill was selected to perform engineering services associated with upgrades needed at the Sea Trail Wastewater Treatment Plant (WWTP). Sea Trail WWTP is a 0.3 MGD extended aeration package wastewater treatment plant which consists of two adjacent package plants on the same site (one 0.1 MGD, and the other 0.2 MGD). An influent receiving wet well conveys incoming flow to two on-site pump stations that direct flow to the on-site package plants or to the West Brunswick Water Reclamation Facility. The Sea Trail WWTP has suffered significant degradation and is in need of repair. Highfill's Task Order No. 1 is to design, permit, bid, and provide construction administration for the rehabilitation and upgrade of the Sea Trail WWTP. The project task order consists of performing a study to optimize treatment efficacy, identifying visible areas of the existing package plants that may require structural repairs, adding a headworks, and addressing corrosion at the two on-site pump stations.
Staff recommends that the Board approve the proposed Task Order No. 1 with Highfill Infrastructure Engineering Inc., in the amount of $147,000.

Fiscal Impact:
Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget amendment and the associated capital project ordinance transfers $147,000 designated in the sewer capital reserve for the project.

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:
Recommend the Board of Commissioners approve a budget amendment and authorize the Chairman and Clerk to the Board to execute the contract with Highfill Infrastructure Engineering Inc., in an amount not to exceed $147,000 for engineering services associated with the On-Call Engineering Contract Task Order No. 1.

ATTACHMENTS:

Description

- Utilities - Notice of Award Highfill - Attach 1
- 20210301 Budget Amendment Sea Trail WWTP Improvements.pdf
- 20210301 CPO Sea Trail WWTP Improvements.pdf
- Task Order No. 1

NOTICE OF AWARD

Dated **August, 19**, 20 **20**

To: **Mr. Paul Shivers, P.E., and Mr. J. Ray Cox**
(Engineer)

Address: **Highfill Infrastructure Engineering, PC**
3804 Park Avenue, Unit A
Wilmington, NC 28403

Owner: **BRUNSWICK COUNTY**

Project: **2020 On-Call Engineering Services**

You are hereby notified that your firm has been chosen to enter into an on-call engineering services contract with Brunswick County. The contract shall be for an initial period of two (2) years commencing one (1) business day after this Notice of Award, with an option to extend for an additional two (2) year period subject to mutual written agreement of the parties. The amount of the contract and all Task Orders issued under the contract shall not exceed a cumulative total of One Hundred Fifty Thousand and no/100 Dollars ($150,000.00). Work under the contract shall be assigned on an as-needed basis to be determined by Brunswick County in its sole and absolute discretion. This contract award does not authorize notice to proceed. Should a contract be activated, Brunswick County will negotiate a Task Order and issue a formal Notice to Proceed.

Enclosed with this Notice of Award is a template for the appropriate Certificate of Insurance to be provided. A Certificate of Insurance must be provided prior to the assignment of any Task Order.

BRUNSWICK COUNTY
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

Project Manager
(TITLE)

ACCEPTANCE OF AWARD

_____

By: _____
(AUTHORIZED SIGNATURE)

Project Manager
(TITLE)

12/2/20
(DATE)

Request Info	
Type	Budget Amendment
Description	Sea Trail WWTP Improvements
Justification	Board Meeting 03/01/2021-Transfer $147,000 for award of contract with Highfill Infrastructure Engineering Inc for engineering services associated with the Sea Trail WWTP Improvements project.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
449800	398662	Interfund Trans Wstwtr Cap Rsv	Trans Frm Wastewater Fund	-147000	Decrease	Debit
449800	464434	Interfund Trans Wstwtr Cap Rsv	Seatrail	-147000	Decrease	Credit
448273	398662	Sea Trail WWTP Improvements	Trans Frm Wastewater Fund	147000	Increase	Credit
448273	464001	Sea Trail WWTP Improvements	Arch/Engnrg/Legal	147000	Increase	Debit

Total	
Grand Total:	0

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE

Sea Trail Wastewater Treatment Plant Improvements
(448273)

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Wastewater Capital Projects Fund:

Wastewater Capital ProjectsFund:		
Revenues:		
Transfer from Wastewater Fund		147,000
Total Wastewater Capital Project Revenues	**$**	**147,000**
Expenditures:		
Arch/Eng/Legal		147,000
Total Wastewater Capital Project Expenditures	**$**	**147,000**

Section 2. It is estimated that the following revenues will be available in the Brunswick County Wastewater Fund:

Current Funds Appropriated	$	147,000

Section 3. The following amounts are hereby appropriated in the Brunswick County Wastewater Fund:

Contribution to Capital Project Fund	$	147,000

Section 4. This Capital Project Ordinance shall be entered into the minutes of the March 1, 2021 meeting of the Brunswick County Board of Commissioners.

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TASK ORDER - #1

HIGHFILL INFRASTRUCTURE ENGINEERING, P.C.

Date: March 1, 2021

Provider: HIGHFILL INFRASTRUCTURE ENGINEERING, P.C.

Project: SEA TRAIL WASTEWATER TREATMENT PLANT IMPROVEMENTS

Engineer's Services

This Task Order**,** consisting of 13 pages, referred to in and part of the **Professional Services Agreement between Owner and Engineer** effective August 20, 2020.

Engineer shall provide services in accordance with the Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase – **TASK 20***

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.

2. **Project Background and Purpose**
The Sea Trail WWTP is a 0.3 MGD extended aeration package wastewater treatment plant owned and operated by Brunswick County (OWNER) and located near Sunset Beach, NC. The WWTP consists of two adjacent package plants on the same site (one 0.1 MGD, and the other 0.2 MGD). An influent receiving wet well conveys incoming flow to two on-site pump stations that direct flow to the on-site package plants or to the West Brunswick Water Reclamation Facility near Supply, NC. The Owner desires to initiate improvements at the Sea Trail WWTP to accomplish the following three primary objectives:
    a) Add a headworks screening facility to help remove large solids, such as rags and stringy material, from the flow before it enters one of the treatment facilities;
    b) Rehabilitate, renovate or replace the influent receiving wet well and the two pump stations because of significant corrosion of piping and structures;
    c) Optimize treatment efficacy of the existing package plants.

    During preliminary engineering, the Owner would also like to identify visible areas of the existing package plants that may require structural repair because of corrosion. The Owner would like to gain another five to seven years of useful life from the WWTP before replacing it with a regional pump station.

3. **Task 20 - Data Review and Condition Assessment**

    A. Facilitate a kickoff web-meeting with key project personnel (Engineer, Subconsultants, Owner) to review the project scope and deliverables, schedule fieldwork, and reinforce lines of communication. Distribute a meeting summary to all attendees.

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B. Receive from Owner and review the following:
    a. Available record drawings, specifications, shop drawings and O&M manuals for the force mains in and out of the site, the onsite pump stations, wet well and WWTPs
    b. Relevant maintenance records
    c. DMR and sampling records for the past 24 months
    d. Projected capacity of the future regional pump station
    e. Capability of drawdown and bypassing among the three existing wet wells and the fourth wet well that is not currently in use
C. Coordinate with operators to schedule one site visit, during which the Engineer will conduct the following activities:
    a. Owner operators will draw down each wet well individually. Engineer may pressure wash visible wet well components, if warranted, and will make a visual assessment concerning condition. The intent is to establish a recommendation for rehabilitation or replacement of each wet well structure.
    b. Conduct a visual assessment of the visible steel walls, grating and piping in the influent section of the original SBWSA package plant to determine whether rehabilitation or additional investigation is warranted. Observations will be conducted from ground level and walkways.
    c. Conduct visual assessment of blowers and blower piping where above grade or above water level.
    d. Electrical subconsultant will review existing power supply and electrical components to determine electrical needs for addition of screening equipment.
D. Review Owner-provided flow and monitoring reports to establish trend of treatment performance with flow over a two-year period.
E. Review existing blower sizing for the existing treatment condition by reviewing record drawings and available process treatment data. Discuss and address any ongoing blower and/or aeration concerns with Owner's operations staff.
F. Review existing sand filters based on visual assessment, available process treatment data, and discussions with Owner's operations staff.
G. While onsite, review and discuss with Owner's operators the preferred location of proposed screening unit and future regional pump station.
H. Coordinate with Owner's operations staff to establish preferred screening equipment and acceptable alternates.
I. Perform preliminary sizing calculations to establish the size of the screening structure, based on the Owner-provided future pump station capacity, and recommend connections to existing influent force mains to accommodate the future screening structure.
J. Determine available power and preliminary location of electrical service and control panel for the screening equipment.
K. Prepare a preliminary site sketch to show the footprint of the proposed screening facility in relation to the existing structures, as well as the schematic piping connections required.
L. Provide a draft technical memorandum (TM) that includes findings, recommendations and preliminary opinion of construction costs (OPC) for the recommended improvements.
M. Address Owner comments and issue final TM.

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B. Wetlands Delineation: N/A. All construction impacts are on existing WWTP structures.

C. Geotechnical Investigation: N/A. No new structures requiring a geotechnical engineering subconsultant are anticipated.

D. Survey: N/A. Engineer will use record drawings supplemented with field measurements to generate project drawings.

E. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report (final TM) and any other deliverables have been delivered to Owner.

A1.02 *Preliminary Design Phase – **TASK 30***

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary design drawings, detail, technical specifications to apply for and receive all necessary governmental approvals (zoning approval, permits, encroachments, etc.).

2. Provide necessary field surveys and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

3. Preliminary Drawings shall clearly indicate easement areas from GIS, check valves, shut-off valves, directional drill locations, bore and jack location, air release valves, vaults, and bypass piping (from Owner-provided record drawings) as needed.

4. Advise Owner if additional reports, data, information, or services of the types described herein are necessary and assist Owner in obtaining such reports, data, information, or services. A Task Order Amendment may be required. Any Amendment must be in writing and signed by both parties.

5. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.

6. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: *N/A*

7. Furnish two review copies of the Preliminary Design Phase documents and any other deliverables to Owner and review them with Owner. Within fourteen business days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.

8. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish two review copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables to the Owner in accordance with the schedule outlined in herein.

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B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 *Permitting – **TASK 35***

A. Upon approval of the Preliminary Drawings, the Consultant shall prepare and submit permits and permit fees to regulatory agencies. At a minimum, these shall include:

1. Provide letter communication to NCDEQ to indicate that this project is a rehabilitation. No authorization to construct is anticipated to be necessary.

2. Brunswick County Zoning and Planning Approval inclusive of required Departmental Approvals (Engineering, Fire Marshal, etc.)

B. The Consultant shall perform field work, furnish plans and specifications, document preparation, regulatory and governmental meetings, responses, evaluate alternatives, and provide recommendations concerning wetland permitting. N/A – wetlands delineation and permitting are excluded

A1.04 *Easement Maps – Not Used for This Project*

A1.05 *Final Design Phase – **TASK 40***

A. After acceptance by Owner of the Preliminary Design Phase documents and receipt of required permits, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings, details, Specifications and Contract Documents indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Prepare Contract Documents. Standard County "front end" documents shall be provided to the Consultant for use in preparing the final Contract Documents. These shall be modified by the Consultant for items specific to the project. The Consultant shall review and utilize Brunswick County standard technical specifications when available and applicable and shall supplement Brunswick County technical specifications as needed. The Consultant shall ensure there is no overlap between the Consultant's technical specifications and the County's standard "front end" documents.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

4. The Owner shall submit comments to the Consultant which the Consultant shall then incorporate into the Final Plans

5. Perform or provide the following additional Final Design Phase tasks or deliverables: *N/A*

B. Engineer's services under the Final Design Phase will be considered complete on the date when the final Contract Documents and opinion of probable Construction Cost have been delivered to Owner.

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A1.06 *Bidding or Negotiating Phase – **TASK 50***

A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, post bid documents to plan room internet sites, provide all necessary hard copy Contract Documents, conduct a pre-bid meeting, respond to Contractor questions and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process contractor deposits or charges for the bidding documents.

2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.

3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.

5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.

6. Attend the Bid opening, prepare certified bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work. Provide a Recommendation of Award letter to Owner. Consult with Owner on the acceptability of Contractors, suppliers, and manufacturers.

7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: N/A

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.07 *Construction Phase – **TASK 60***

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. Engineer shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform testing services and review all test reports.

3. *Pre-Construction Conference:* Conduct a Pre-Construction Conference prior to commencement of Work at the Site.

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4. *Conduct Monthly Progress meetings:* Prepare a monthly meeting agenda and issue meeting minutes.

5. *Schedules:* Receive, review, and determine the acceptability of schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed. (Due to this project rehabilitating existing structures and equipment, baselines and benchmarks are not needed for this project)

7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer's visits shall be of sufficient quantity, duration, and thoroughness so that the Engineer may provide the needed certifications to the governmental authorities having jurisdiction over the project. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

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9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.

11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor if allowed by the Contract Documents.

13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests. (N/A – no special inspections on this project)

14. *Disagreements between Owner and Contractor*: Provide written recommendations on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either recommend denial of such Claim in whole or in part, recommend approval of such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In making such recommendations, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any recommendation made in good faith in such capacity.

15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions

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precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents). However, quantity determinations shall be made only in so far as it is Engineer's responsibility to observe Contractor's Work. The Engineer may rely on quantities confirmed by Inspectors or other Resident Project Representatives assigned by the Owner.

b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Engineer maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and transmit the annotated record documents which are to be assembled by Engineer in accordance with the Contract Documents to obtain final payment. The Engineer shall develop a punch list of any items needed to be addressed and conduct final walk-throughs as required to determine project completeness. (The first sentence of this segment is the responsibility of the Contractor.)

17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: N/A.

19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement. Engineer shall provide a "Certificate of Compliance" and "Certificate of Completion" with the recommendation for final payment.

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20. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor and furnishing such Record Drawings to Owner.

21. Preparation of operation and maintenance manuals.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors in accordance with the Contract Documents.

A1.08 *Post-Construction Phase – **TASK 90***

A. During the Post-Construction Phase Engineer shall:

1. Visit the Project to observe any apparent defects in the Work reported by Owner, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any. (Assumes up to 2 site visits by Engineer or Engineer's representative)

2. Visit the Project within one month before the end of the Construction Contract's warranty period to ascertain whether any portion of the Work is subject to correction and notify Owner of findings in writing. Verify any warranty work completed by the Contractor is in compliance with the Contract Documents.

3. Perform or provide the following additional Post-Construction Phase tasks or deliverables: *N/A*

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified as set forth herein, will terminate two months after the conclusion of the Construction Contract's warranty period.

A1.09 *Assumptions and Clarifications*

A. Any services not specifically provided for above will be considered Additional Services.

B. The mechanical bar screen facility is included in the study phase to provide recommendations and costs for planning purposes. The mechanical bar screen facility is not included in any other phase of this project.

C. The design budget in Tasks 30 and 40 assumes minor structural repairs and potential equipment replacement may be required. Upgrades that would require new or modified electrical service entrance, equipment, controls, or gear are not included.

D. Construction drawings will be based on record drawings supplemented by field measurements. No detailed topographic survey will be included.

E. No geotechnical investigation is included.

F. No wetlands delineation or permitting is included.

G. Owner's Project Manager will assist in confirming the availability of appropriate Owner staff for meetings.

H. All condition assessment is visual and non-destructive. No RADAR, SONAR, laser, ultrasonic thickness, BEM or other assessment technique is included in the current scope. If more extensive assessment is warranted, engineer will include that recommendation and anticipated costs in the recommendations.

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I. No confined space entry is anticipated to be necessary or included.

J. Owner will facilitate access to the WWTP equipment and facilities, including but not limited to:

1. Opening electrical panels for observation.
2. Operating facility equipment
3. Operating valves

K. No code compliance inspection is included.

L. Owner will be responsible for all applicable permit fees.

M. This project includes only rehabilitation of existing structures so no NCDEQ authorization to construct permit is anticipated to be necessary or included.

N. Any additions or modifications to the above scope of services, including compensation for additional services, if required, will be negotiated prior to commencement of work.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

O. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. N/A

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Payments to Engineer for Services
Basic Services - Lump Sum

The Professional Services Agreement is supplemented to include the following agreement of the parties.

Compensation for Basic Services - Method of Payment

P. Owner shall pay Engineer for Basic Services as follows:

1. A Lump Sum amount based on the following estimated distribution of compensation:

		Amount	Duration
a.	Study and Report Phase	$ 51,800	90 days
b.	Wetlands Delineation	$ N/A	
c.	Geotechnical Investigation	$ N/A	
	N/A Borings @ $ N/A each		
d.	Survey	$ N/A	N/A days
	(Wetlands and Geotechnical work to be performed concurrent with Survey work)		
e.	Preliminary Design Phase	$ 20,400	60 days
f.	Permitting	$ 3,000	45 days
g.	Easement Maps	$ N/A	N/A days
	____ Easements @ $ _____ each		
h.	Final Design Phase	$ 13,600	30 days
i.	Bidding and Negotiating Phase	$ 6,300	90 days
j.	Construction Phase	$ 47,500	180 days
k.	Post-Construction Phase	$ 4,400	30 days
	Basic Services Total	**$ 147,000**	**525 days**

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2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

5. The date for project completion shall be determined by adding the above noted Total Duration, also known as the "Time for Completion" to the Effective Date of the Task Order.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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This Task Order, 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. This Task Order 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 Task Order by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

_____

Clerk to the Board /
Deputy Clerk to the Board

By: _____

Chairman, Board of Commissioners

[SEAL]

HIGHFILL INFRASTRUCTURE ENGINEERING, P.C.

By: _____

Printed Name: J. Ray Cox, PE

Title: Vice President

Date: 2/22/2021

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

Julie A. Miller

Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

Bryan W. Batton

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 1, 2021

Action Item # V. - 12.

From:
John Nichols, P.E.

Utilities - Refunds and Releases for Calabash SAD #25

Issue/Action Requested:
Request that the Board of Commissioners authorize the Tax Department to release and refund the special assessments for parcels #2400001717, #2400001718, #2400001719, and #2400001720 relating to the Calabash Area Special Sewer Assessment (SAD #25).

Background/Purpose of Request:
On August 20, 2007, the Brunswick County Board of Commissioners adopted a preliminary assessment resolution for the extending of the Brunswick County Utility System into the area known as the Calabash Area Special Sewer Assessment (SAD #25).

The engineering design contract for SAD #25 was awarded in April 2007. In July 2008, funding was requested for sixty-five (65) easements identified by the engineer. The four parcels above were not included in the original design, as the parent lot was not subdivided until December 2008.

On February 21, 2011, the Board of Commissioners certified the net cost of SAD #25 and established a per parcel assessment method. As part of SAD #25, parcels along Persimmon Road owned by members of the Jenrette family were assessed. However, these parcels did not receive sewer as part of the SAD.

In 2020, the parcel owners were contacted to secure easement access along the parcel boundaries for the purpose of installing sewer services. Each parcel owner responded that they did not want sewer service to their parcel.

As of February 12, 2021, the following table represents the status of payments on the assessment, and the action requested for each parcel.

Parcel #	Sewer Fee Paid	Interest Paid	Balance Owed	Total Paid
2400001717 (paid in full)	$5,256.00	$1,006.56		$6,262.56
2400001718	$65.00		$7,544.23	$65.00
2400001719 (paid in full)	$5,256.00	$1,486.60		$6,742.60
2400001720 (paid in full)	$5,256.00	$670.92		$5,926.92

In consideration of the parcel owners' responses, staff recommends authorizing the Tax Department to release and refund the special assessments for parcels #2400001717, #2400001718, #2400001719, and #2400001720 relating to the Calabash Area Special Sewer Assessment (SAD #25).

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

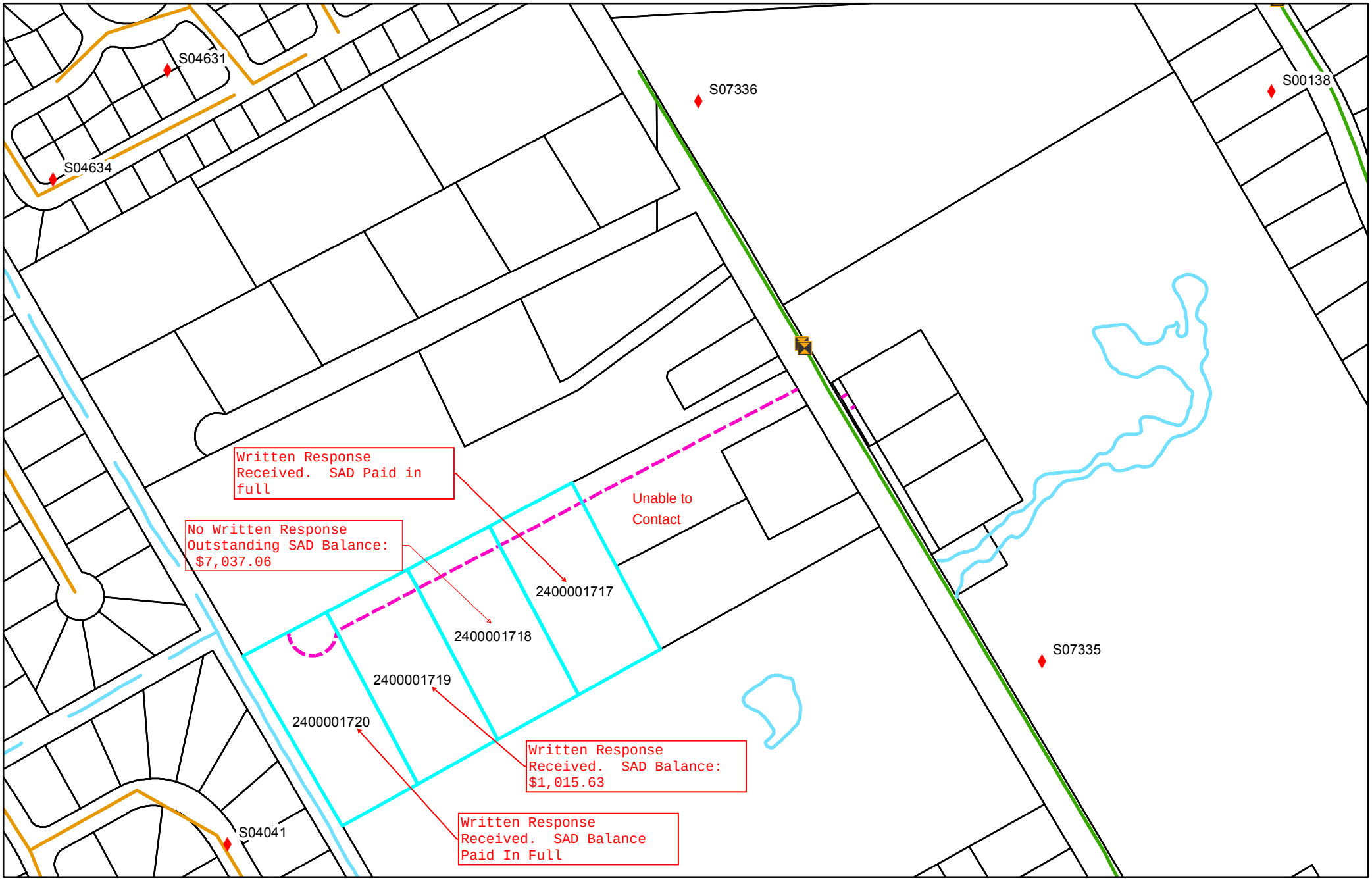
Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:
Recommend the Board of Commissioners authorize the Tax Department to release and refund the special assessments for parcels #2400001717, #2400001718, #2400001719, and #2400001720 relating to the Calabash Area Special Sewer Assessment (SAD #25).

ATTACHMENTS:

Description

- Utilities - Map of Parcels on Persimmon Road - Attach 1
- Utilities - Letters From Parcel Owners and Memo of Contact - Attach 2



Jenrette Project Area

Brunswick County Public Utilities

Legend

- Jenrette_Parcels
- As-Built Index

Easements

- Easement-Ingress/Egress
- Water
- Parcel Boundary

Waste Water Valves

- CLEANOUT
- PLUG

Sewer Lines

- Gravity
- Low Pressure Line

N W E S

Date: 9/28/2020

Brunswick County assumes no legal responsibility for nature of, contents of or accuracy of any information contained on this map. This map may not be accurate or up-to-date. All map information must be verified by recipient.

Prepared By The Brunswick County Public Utitilies Department

Ida M. Jenrette

8178 Ocean Hwy Wst.

Sunset Beach, NC. 28468

Rhonda Olson, Project Coordinator

Brunswick County Public Utilities

250 Grey Water Road

Supply, North Carolina 284652

November 17, 2020

Re: Water easement on Parcel #2400001717

Dear Ms. Olson,

Regarding a permanent utility easement to provide sewer service at the subject land parcel, I am not interested in having the sewer service provided at that property at this time.

I will contact the utilities offices if a need develops in the future. Thank you for your considerations regarding this matter.

Regards,

Ida Jenrette

From the Desk of
DeLinda Lance

Nov. 20, 2020

Brunswick County Public
P.O. Box 249
Bolivia, NC. 28422

Re: Water Easement on
Parcel # 2400001719
attn: Rhonda Olson

Dear Ms. Olson:

I am the listed owner of the Parcel # 2400001719.
I will not be building on this Parcel, and not
planning on it in the near future.

So I will not be needing the Sewer Service
that set back from Persimmons Road.

Sincerely,
DeLinda Lance
DeLinda Lance

11-14-20

Henry Senrette
477 Slippery Rock way
Carolina Shores
N.C 28467

Brunswick County public Untilities

I'm Not Interested in Low pressure Sewer transmisson lene Servie, On my Property- Parcel # 240000172O Pin # 1025169339l8

Please Contact me if you have any question My Number is

Home 910-575-5013
Cell 347 564-2205

Henry Senrette
11-14-20

memo

Brunswick County Public Utilities

To: File

From: Rhonda Olson

CC: Brunswick County Board of Commissioners

Date: 2/11/2021

Re: Record of Contact with Ms. Evia Jenrette, parcel owner PID 2400001718

Comments: Multiple contact attempts have been made with Ms. Evia Jenrette regarding securing an easement for the installation of a low-pressure sewer line along the north parcel boundary. Each contact effort and date are noted below.

Contact Date	Contact Method	Notes (SAD balance due $7,037.06)
10/21/2020	Phone	First number had Verizon error code when dialing. Second number had recording for disconnected number.
11/2/2020	Phone	Same issues as calls placed on 10/21/2020.
11/5/2020	Certified Letter	Letter and map for Calabash SAD project
11/9/2020	Phone	Received call. She has extensive bills due to cancer treatments, and ongoing issues regarding legal title with the land. Cannot afford assessments and will not be improving the parcel. Will be sending notice in writing.
12/2/2020	Phone	Called at 2:30 pm and left message.
12/3/2020	Phone	Received call. Ms. Evia was going to try to put letter in the mail by Friday (12/4).
12/15/2020	Phone	Called and left message.
1/4/2021	Phone	Left message. Offered to come pick up letter or bring a letter for her to sign.
1/20/2021	Phone	Left message. Re-iterated offer to pick up letter or bring letter for review and signature.

Rhonda Olson

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 1, 2021

Action Item # V. - 13.

From:
John Nichols, P.E.

Utilities - Shallotte Water Line Cape Fear Engineering Contract Amendment 2

Issue/Action Requested:
Request that the Board of Commissioners approve the contract amendment with Cape Fear Engineering to extend the contract effective date by 419 days to 1,244 days for engineering services associated with the design and construction administration of the Shallotte Water Transmission Main.

Background/Purpose of Request:
In December 2018, the Board of Commissioners approved an agreement with Cape Fear Engineering for design of a water transmission main to increase transmission capacity to areas of the county to the south and west of Shallotte and to provide redundancy to the existing single transmission main through Shallotte. The first contract amendment addressed changes made by the Department of Transportation that resulted in Cape Fear Engineering redesigning approximately 3,000 linear feet of the water line. This second contract amendment will extend the length of the contract to coincide with the duration of the construction contract and allow for construction administration and close-out documentation processing. Staff recommends an amendment with Cape Fear Engineering to extend the existing contract for 419 days for engineering services.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:
Recommend the Board of Commissioners approve the contract amendment with Cape Fear Engineering to extend the contract effective date by 419 days to 1,244 days for engineering services associated with the design and construction administration of the Shallotte Water Transmission Main.

ATTACHMENTS:

Description

- Utilities - Exhibit C Amendment 2 - Attach 1
- Utilities - Cape Fear Engineering 12/3/18 approved board action - Attach 2
- Utilities - Exhibit C Amendment 1 - Attach 3

DocuSign Envelope ID: 8A828D42-3A8E-4531-842C-8B2B949F55C3

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 3, 2018.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

1. *Background Data:*

   a. Effective Date of Owner-Engineer Agreement: December 3, 2018

   b. Owner: Brunswick County

   c. Engineer: Cape Fear Engineering, Inc.

   d. Project: Shallotte Water Transmission Main

1. *Description of Modifications:*

   a. Engineer shall perform or furnish the following Additional Services:

      None.

   b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

      None.

   c. The responsibilities of Owner are modified as follows:

      None.

   d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

      None.

   e. The schedule for rendering services is modified as follows:

      Total contract duration to be increased by 419 days from 825 days to a total of 1,244 days. The extension will be used for construction administration through completion of the Project.

   f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

      None.

DocuSign Envelope ID: 8A828D42-3A8E-4531-842C-8B2B949F55C3

5. Agreement Summary (Reference only)
   a. Original Agreement amount: $268,125.00
   b. Net change for prior amendments: $ 38,500.00
   c. This amendment amount: $ 0.00
   d. Adjusted Agreement amount: $306,625.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is March 1, 2021.

OWNER:

ATTEST: BRUNSWICK COUNTY

_____ By: _____
Clerk to the Board / Chairman, Board of Commissioners
Deputy Clerk to the Board

[SEAL]

ENGINEER:

CAPE FEAR ENGINEERING, INC.

By: DocuSigned by: _____
CEE59ADAE83D43A...

Printed Name: Matthew Haley

Title: Vice President

Date: 2/12/2021

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

DocuSigned by:
Julie A. Miller
02299718CD1D4B2...
Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

DocuSigned by:
Robert V. Shaver, Jr.
3876116C174D4A8...
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

APPROVED

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

Action Item # IX. - 11.

From:
John Nichols, P.E.

Utilities - Shallotte Water Transmission Main Project Design Services Agreement with Cape Fear Engineering

Issue/Action Requested:
Request that the Board of Commissioners approve a design services agreement with Cape Fear Engineering in the amount of $268,125 for engineering services associated with the design of the Shallotte Water Transmission Main Project.

Background/Purpose of Request:
The Shallotte Water Transmission Main Project was included in the Capital Improvement Plan (CIP) in order to increase transmission capacity to areas of the county to the south and west of Shallotte and to provide redundancy to the existing single transmission main through Shallotte. The transmission main will begin east of Shallotte, near the intersection of Ocean Highway (US 17) and Red Bug Road, and will end west of Shallotte, near Booster Pumping Station No. 6 located on Washington Road. Several alignments will be evaluated for the transmission main which will be installed via a combination of open trenching and directional boring.

Design proposals were received from Cape Fear Engineering, Inc.; Dewberry; East Coast Engineering & Surveying, P.C.; Highfill Infrastructure Engineering, P.C.; McGill Associates, P.A.; McKim & Creed, Inc.; SEPI Engineering & Construction, Inc.; and WK Dickson & Company, Inc.

A final scope of work has been negotiated with Cape Fear Engineering that includes preliminary design, final design, geotechnical exploration, field reconnaissance, preliminary plans and specifications, preparation of all applicable permits, final plans and specifications, bidding assistance, recommendation of award, limited construction inspection, and construction administration.

Staff recommends approval of the proposed contract with Cape Fear Engineering in the amount of $268,125.

Fiscal Impact:
Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget amendment and the associated capital project ordinance transfers $270,000 designated for Shallotte Transmission Main to the project for award of design and engineering contract.

Approved By County Attorney:
Yes

County Attorney's Recommendation:

Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:
Recommend that the Board of Commissioners approve a design services agreement with Cape Fear Engineering in the amount of $268,125 for engineering services associated with the design of the Shallotte Water Transmission Main Project.

ATTACHMENTS:

Description

- Utilities - Shallotte Water Transmission Main Agreement Cape Fear Engineering - Attach 1
- 20181203 Budget Amendment Shallotte Transmission Main
- 20181203 CPO Shallotte Water Transmission Main Project

Clerk to the Board of Commissioners

Routing Sheet for Board Action

Date of Meeting: 12/03/2018

Ref: Utilities – Shallotte Water Transmission Main Project Design Services Agreement with Cape Fear Engineering

- [x] Received by Clerk's Office — Date Received: 11/28/2018 — # Originals: 2
- [x] Approved by Board of Commissioners 12/3/18
- [x] Filed & Sent to Dept. — Date Sent: 12/4/18 — # Originals: 1
- [x] Received by Department — Date Received: 12-4-18 — # Originals: 1

Signature of Recipient: Kelly Valters

Upon completion of this routing sheet, please make a copy for your records and interoffice this routing sheet to Jared Galloway in the Clerk's Office

This Agreement has been prepared for use with the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts). Their provisions are interrelated and a change in one may necessitate a change in the other.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of December 3, 2018 ("Effective Date") between

Brunswick County Public Utilities ("Owner")

and

Cape Fear Engineering, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Shallotte Water Transmission Main ("Project").

Engineer's Services under this Agreement are identified in the attached Exhibit A.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.

B. Engineer shall complete its services in accordance with the schedule outlined in Exhibit B.

C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction. If the actual time to complete construction exceeds the number of days indicated in Exhibit B through no fault of the Engineer, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 60 days of receipt. If Owner fails to make any payment due Engineer for undisputed services and expenses within 60 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving fourteen days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all undisputed amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its undisputed services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon fourteen days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon fourteen days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within fourteen days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

C. This Agreement is to be governed by the law of the State of North Carolina.

D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

F. The general conditions for any construction contract documents prepared hereunder are to be the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts) unless the parties agree otherwise.

G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to the following limitations: (1) any use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants and (2) such limited license to Owner shall not create any rights in third parties.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000, the total amount of compensation received by Engineer, or the total insurance benefit of Engineer's insurance policy(s), whichever is greater.

I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

K. By signing this contract, Engineer affirms they are not listed and will not utilize a consultant, vendor, contractor, or subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to NCGS 143-6A-4, Iran Divestment Act Certification.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer in accordance with Exhibit B.

B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer a lump sum amount agreed to by a duly executed written instrument based on the format of Exhibit C to this Agreement.

8.01 *Exhibits Included*

A. Engineer's Services

B. Payment to Engineer for Services

C. Amendment to Owner- Engineer Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: Chairman

Date Signed: 12/3/18

ENGINEER:

By: MATTHEW HALEY, PE

Title: VICE PRESIDENT

Date Signed: 11-20-2018

Engineer License or Firm's Certificate Number: C-1621

State of: North Carolina

BRUNSWICK COUNTY NORTH CAROLINA

Clerk to the Board

Angela White

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

Julia A. Miller

Finance Director – Brunswick County

"Approved at to Form"

_____ 11-27-18

County Attorney Date

Address for giving notices:

Brunswick County Manager

PO Box 249

Bolivia, NC 28422

Address for giving notices:

Cape Fear Engineering, Inc.

151 Poole Road Suite 100

Belville, NC 28451

This is **EXHIBIT A**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

The Professional Services Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

Introduction

The proposed project includes the design and permitting of approximately 25,000 LF of 24-inch waterline to connect from the existing 30" main near the intersection of Red Bug Road SW and Ocean Highway (northeast of Shallotte) to the existing 24" watermain at Booster Pump Station 6 on Washington Road (Southwest of Shallotte)

A1.01 *Study and Report Phase*

CFE will identify, evaluate, document, and provide preliminary construction costs for multiple (minimum of 3) potential routes. CFE will identify potential easement locations along each route and will consult with NCDOT and Shallotte concerning encroachments needed within rights-of-way.

CFE will prepare an overview map of the potential routes using latest digital aerial photos and other record data. The overview map will indicate existing utilities and potential easements. CFE will provide copies of map and routing study report to Brunwick County for review.

Based on Brunswick County review comments, the report and map will be revised and CFE will provide a final report summarizing findings and recommendations. CFE will recommend a preferred route. A preliminary opinion of probable cost will be included for the selected route.

A1.02 *Wetlands Delineation*

Once final route has been selected, CFE will utilize ECS Southeast to perform all wetland delineation tasks as well as obtain any soil and ground water testing deemed necessary to design, permit and construct this project. ECS Southeast will review available literature (USGS topographic maps, soil surveys, NWI mapping) to determine the potential for wetlands at this site. ECS Southeast will then conduct a pedestrian reconnaissance of the site to determine the approximate locations of the surface waters and wetlands.

A1.03 *Geotechnical Investigation*

Once final route has been selected, ECS Southeast will perform geotechnical field explorations which may include a combination of test borings, test pits, and other geophysical methods to characterize and classify existing soil conditions and groundwater conditions. ECS will provide laboratory testing and analysis as needed and will provide a detailed geotechnical report outlining their findings and recommendations. Recommendations will include dewatering, management of

unsuitable materials encountered in utility trenches, utility bedding, utility backfill, and pavement patching.

A1.04 *Survey*

CFE's in house survey team will be responsible for all surveying tasks needed to complete the design, obtain permits, and provide construction layout data to the contractor. The survey will contain sufficient detail for use in pursuing and obtaining all necessary permits including all NCPWS, NCDOT, USACE and NCDEQ permits. The survey will show all existing utilities located within the project area with the location based on information from the affected utility.

A1.05 *Preliminary Design Phase*

Utilizing the existing conditions survey, CFE will develop a preliminary design routing of the new waterline clearly indicating any easements or properties that need to be acquired to construct the project. CFE will submit at least three copies of the completed preliminary design to Brunswick County for review, and resolve all written comments submitted by County staff in a timely manner. CFE will also coordinate with NCDOT and Shallotte during this phase of design as required.

A1.06 *Permitting*

Based on project coordination with various regulatory authorities, CFE will determine which permits are required for construction of the proposed water main, which may include, but is not limited to NCDOT encroachment, NCPWS Construction Permits (Water Permit including Engineering Report), NCDEQ Storm Water, NCDEQ and Sedimentation and Erosion Control.

A1.07 *Permit Fees*

CFE will be responsible for all permit fees. A budget for permit fees has been included; however, CFE will only bill for actual amount of permit fees required for this project.

A1.08 *Wetland Permitting*

ECS will be responsible for determining requirements for U.S. Army Corps of Engineers and DWQ Section 404 Permits. CFE and ECS Southeast will prepare and submit all permit applications and supporting documentation, including permit fees, needed to the appropriate agency, and will resolve any regulatory comments in consultation with County staff while securing all required permits. Once all permits are in hand, Issued For Construction plans and specifications will be produced.

A1.09 *Easement Maps*

Upon final approval of the preliminary design, CFE's survey department will prepare the necessary survey maps for any easements required to construct the project with the compliance from the local zoning officer, Brunswick County Planning Department and Register of Deeds. CFE's survey department will determine any easements or properties that will need to be acquired and will prepare survey and easement maps and/ or plat maps suitable for recording. It is anticipated that 20 easement maps will be needed.

A1.10 *Final Design Phase*

After receiving the County's approval of the preliminary design, CFE will finalize the design of the

water main project. These tasks will include developing plans and specifications for the project that conform to Brunswick County Technical Specifications and Standard Details, NCPWS, NCDOT's Shallotte's and NCDEQ's minimum design standards. The County and CFE will jointly determine the approach that will secure the best bids and meet the project deadlines. The final Brunswick County Front End Documents, County Technical Specifications (supplemented as needed with additional technical specifications), and design plans will be submitted to Brunswick County Staff for review and approval. CFE will ensure front end documents form a technically complete package without conflicts and overlaps. Once CFE receives approval of the final design and resolution of any outstanding comments, an engineering cost estimate for project construction will be provided to County Staff. Once all permits are in hand, Issued For Construction plans and specifications will be produced.

A1.11 *Bidding and Negotiating Phase*

Once all required construction permits have been obtained and County Staff has approved all plans and specifications, the project will be advertised for bid. CFE will be responsible for plans and project specification distribution to online plan rooms during the bidding process. CFE will respond to contractor questions regarding the plans and specifications, evaluate substitutions, and issue clarifications and addenda as needed. CFE will conduct the pre-bid meeting, open the contractor bids, and certify the bids in accordance with Brunswick County purchasing ordinances and the State of North Carolina Procurement Standards and make award recommendation to the Board of Commissioners in addition to providing hard copy contract documents. CFE will consult with Brunswick County on acceptability of contractors, suppliers and manufacturers and assist in negotiations with the contractors.

A1.12 *Construction Phase*

CFE will conduct the pre-construction conference and monthly progress meetings as required and assist the County in determining milestone completion dates. During the construction process, CFE will respond to any technical questions related to the design or specifications raised by the contractor such as Requests for Information. Issuance of change orders, punch lists along with review of test data, maintenance and operating instructions, and review of the guarantees and bonds will be performed by CFE. CFE will also review and approve shop drawings, required submittal reviews and review and approve pay request applications submitted by the contractor for accuracy prior to forwarding the pay requests to County Staff. CFE will perform periodic inspections in consultation with the County Inspector required to validate the conformance to the issued permits and prepare Engineering Certifications for the project.

A1.13 *Post-Construction Phase*

CFE will prepare and submit final as-built record drawings per County specifications at the conclusion of the project in both paper and electronic format. CFE will also submit the appropriate engineering certifications to Brunswick County and NCPWS as required. In addition, CFE will also visit the project regularly to monitor any deficiencies in the work and facilitate any discussions with the Owner and Contractor to obtain recommendations for correction or replacements for non-compliant items, if any. A final inspection prior to the end of the warranty period will be performed by CFE to identify and report any items requiring action by the contractor. Any warranty work

performed by the contractor will be inspected by CFE to ensure compliance with the contract documents.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

Any items not specifically outlined above.

(for use with E-520)

This is **EXHIBIT B**, consisting of _____ pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, _____.

Payments to Engineer for Services
Basic Services – Lump Sum

The Professional Services Agreement is supplemented to include the following agreement of the parties.
Compensation for Basic Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services as follows:

1. A Lump Sum amount based on the following estimated distribution of compensation:

	Amount	Duration
a. Study and Report Phase	$29,300	60 days
b. Wetlands Delineation	$5,500	
c. Wetland Permitting	$6,500	
d. Geotechnical Investigation	$8,500	
e. Survey	$51,200	60 days
(Wetlands Delineation and Geotechnical work to be performed concurrent with Survey work)		
f. Preliminary Design Phase	$46,825	60 days
g. Permitting	$38,700	90 days
h. Permit Fees	$3,500	
i. Easement Maps	$15,000	
(Assume 20 @$750 / each)		
j. Final Design Phase	$23,450	30 days
k. Bidding and Negotiating Phase	$8,450	60 days
l. Construction Phase	$19,050	320 days
m. Post-Construction Phase	$12,150	45 days
Basic Services Total*	**$268,125**	**725 days**

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

5. The date for project completion shall be determined by adding the above noted Total Duration, also known as the "Time for Completion" to the Effective Date of the agreement.

(for use with E-520)

This is **EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. *Background Data:*

   a. Effective Date of Owner-Engineer Agreement: _____

   b. Owner: Brunswick County

   c. Engineer: Cape Fear Engineering

   d. Project: Shallotte Water Transmission Main

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

a. Engineer shall perform or furnish the following Additional Services:

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

c. The responsibilities of Owner are modified as follows:

d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

e. The schedule for rendering services is modified as follows:

f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)
   a. Original Agreement amount: $_____
   b. Net change for prior amendments: $_____
   c. This amendment amount: $_____
   d. Adjusted Agreement amount: $_____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:	ENGINEER:
Brunswick County	_____
By: _____	By: _____
Title: Chairman Board of Commissioners	Title: _____
Date Signed: _____	Date Signed: _____

Clerk to the Board

_____

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

_____
Finance Director – Brunswick County

End

Of

Original

This Agreement has been prepared for use with the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts). Their provisions are interrelated and a change in one may necessitate a change in the other.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

Brunswick County Public Utilities ("Owner")

and

Cape Fear Engineering, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Shallotte Water Transmission Main ("Project").

Engineer's Services under this Agreement are identified in the attached Exhibit A.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.

B. Engineer shall complete its services in accordance with the schedule outlined in Exhibit B.

C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction. If the actual time to complete construction exceeds the number of days indicated in Exhibit B through no fault of the Engineer, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 60 days of receipt. If Owner fails to make any payment due Engineer for undisputed services and expenses within 60 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving fourteen days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all undisputed amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its undisputed services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon fourteen days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon fourteen days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within fourteen days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

C. This Agreement is to be governed by the law of the State of North Carolina.

D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

F. The general conditions for any construction contract documents prepared hereunder are to be the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts) unless the parties agree otherwise.

G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to the following limitations: (1) any use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants and (2) such limited license to Owner shall not create any rights in third parties.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000, the total amount of compensation received by Engineer, or the total insurance benefit of Engineer's insurance policy(s), whichever is greater.

I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

K. By signing this contract, Engineer affirms they are not listed and will not utilize a consultant, vendor, contractor, or subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to NCGS 143-6A-4, Iran Divestment Act Certification.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer in accordance with Exhibit B.

B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer a lump sum amount agreed to by a duly executed written instrument based on the format of Exhibit C to this Agreement.

8.01 *Exhibits Included*

A. Engineer's Services

B. Payment to Engineer for Services

C. Amendment to Owner- Engineer Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: _____

Date Signed: _____

ENGINEER:

By: Perry Davis, PE, PLS

Title: President

Date Signed: _____

Engineer License or Firm's Certificate Number: C-1621

State of: North Carolina

Clerk to the Board

_____

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

_____
Finance Director – Brunswick County

"Approved at to Form"

_____ _____
County Attorney Date

Address for giving notices:

_____

_____

_____

Address for giving notices:

Cape Fear Engineering, Inc.

151 Poole Road Suite 100

Belville, NC 28451

This is **EXHIBIT A**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

The Professional Services Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

Introduction

The proposed project includes the design and permitting of approximately 25,000 LF of 24-inch waterline to connect from the existing 30" main near the intersection of Red Bug Road SW and Ocean Highway (northeast of Shallotte) to the existing 24" watermain at Booster Pump Station 6 on Washington Road (Southwest of Shallotte)

A1.01 *Study and Report Phase*

CFE will identify, evaluate, document, and provide preliminary construction costs for multiple (minimum of 3) potential routes. CFE will identify potential easement locations along each route and will consult with NCDOT and Shallotte concerning encroachments needed within rights-of-way.

CFE will prepare an overview map of the potential routes using latest digital aerial photos and other record data. The overview map will indicate existing utilities and potential easements. CFE will provide copies of map and routing study report to Brunwick County for review.

Based on Brunswick County review comments, the report and map will be revised and CFE will provide a final report summarizing findings and recommendations. CFE will recommend a preferred route. A preliminary opinion of probable cost will be included for the selected route.

A1.02 *Wetlands Delineation*

Once final route has been selected, CFE will utilize ECS Southeast to perform all wetland delineation tasks as well as obtain any soil and ground water testing deemed necessary to design, permit and construct this project. ECS Southeast will review available literature (USGS topographic maps, soil surveys, NWI mapping) to determine the potential for wetlands at this site. ECS Southeast will then conduct a pedestrian reconnaissance of the site to determine the approximate locations of the surface waters and wetlands.

A1.03 *Geotechnical Investigation*

Once final route has been selected, ECS Southeast will perform geotechnical field explorations which may include a combination of test borings, test pits, and other geophysical methods to characterize and classify existing soil conditions and groundwater conditions. ECS will provide laboratory testing and analysis as needed and will provide a detailed geotechnical report outlining their findings and recommendations. Recommendations will include dewatering, management of

unsuitable materials encountered in utility trenches, utility bedding, utility backfill, and pavement patching.

A1.04 *Survey*

CFE's in house survey team will be responsible for all surveying tasks needed to complete the design, obtain permits, and provide construction layout data to the contractor. The survey will contain sufficient detail for use in pursuing and obtaining all necessary permits including all NCPWS, NCDOT, USACE and NCDEQ permits. The survey will show all existing utilities located within the project area with the location based on information from the affected utility.

A1.05 *Preliminary Design Phase*

Utilizing the existing conditions survey, CFE will develop a preliminary design routing of the new waterline clearly indicating any easements or properties that need to be acquired to construct the project. CFE will submit at least three copies of the completed preliminary design to Brunswick County for review, and resolve all written comments submitted by County staff in a timely manner. CFE will also coordinate with NCDOT and Shallotte during this phase of design as required.

A1.06 *Permitting*

Based on project coordination with various regulatory authorities, CFE will determine which permits are required for construction of the proposed water main, which may include, but is not limited to NCDOT encroachment, NCPWS Construction Permits (Water Permit including Engineering Report), NCDEQ Storm Water, NCDEQ and Sedimentation and Erosion Control.

A1.07 *Permit Fees*

CFE will be responsible for all permit fees. A budget for permit fees has been included; however, CFE will only bill for actual amount of permit fees required for this project.

A1.08 *Wetland Permitting*

ECS will be responsible for determining requirements for U.S. Army Corps of Engineers and DWQ Section 404 Permits. CFE and ECS Southeast will prepare and submit all permit applications and supporting documentation, including permit fees, needed to the appropriate agency, and will resolve any regulatory comments in consultation with County staff while securing all required permits. Once all permits are in hand, Issued For Construction plans and specifications will be produced.

A1.09 *Easement Maps*

Upon final approval of the preliminary design, CFE's survey department will prepare the necessary survey maps for any easements required to construct the project with the compliance from the local zoning officer, Brunswick County Planning Department and Register of Deeds. CFE's survey department will determine any easements or properties that will need to be acquired and will prepare survey and easement maps and/ or plat maps suitable for recording. It is anticipated that 20 easement maps will be needed.

A1.10 *Final Design Phase*

After receiving the County's approval of the preliminary design, CFE will finalize the design of the

water main project. These tasks will include developing plans and specifications for the project that conform to Brunswick County Technical Specifications and Standard Details, NCPWS, NCDOT's Shallotte's and NCDEQ's minimum design standards. The County and CFE will jointly determine the approach that will secure the best bids and meet the project deadlines. The final Brunswick County Front End Documents, County Technical Specifications (supplemented as needed with additional technical specifications), and design plans will be submitted to Brunswick County Staff for review and approval. CFE will ensure front end documents form a technically complete package without conflicts and overlaps. Once CFE receives approval of the final design and resolution of any outstanding comments, an engineering cost estimate for project construction will be provided to County Staff. Once all permits are in hand, Issued For Construction plans and specifications will be produced.

A1.11 *Bidding and Negotiating Phase*

Once all required construction permits have been obtained and County Staff has approved all plans and specifications, the project will be advertised for bid. CFE will be responsible for plans and project specification distribution to online plan rooms during the bidding process. CFE will respond to contractor questions regarding the plans and specifications, evaluate substitutions, and issue clarifications and addenda as needed. CFE will conduct the pre-bid meeting, open the contractor bids, and certify the bids in accordance with Brunswick County purchasing ordinances and the State of North Carolina Procurement Standards and make award recommendation to the Board of Commissioners in addition to providing hard copy contract documents. CFE will consult with Brunswick County on acceptability of contractors, suppliers and manufacturers and assist in negotiations with the contractors.

A1.12 *Construction Phase*

CFE will conduct the pre-construction conference and monthly progress meetings as required and assist the County in determining milestone completion dates. During the construction process, CFE will respond to any technical questions related to the design or specifications raised by the contractor such as Requests for Information. Issuance of change orders, punch lists along with review of test data, maintenance and operating instructions, and review of the guarantees and bonds will be performed by CFE. CFE will also review and approve shop drawings, required submittal reviews and review and approve pay request applications submitted by the contractor for accuracy prior to forwarding the pay requests to County Staff. CFE will perform periodic inspections in consultation with the County Inspector required to validate the conformance to the issued permits and prepare Engineering Certifications for the project.

A1.13 *Post-Construction Phase*

CFE will prepare and submit final as-built record drawings per County specifications at the conclusion of the project in both paper and electronic format. CFE will also submit the appropriate engineering certifications to Brunswick County and NCPWS as required. In addition, CFE will also visit the project regularly to monitor any deficiencies in the work and facilitate any discussions with the Owner and Contractor to obtain recommendations for correction or replacements for non-compliant items, if any. A final inspection prior to the end of the warranty period will be performed by CFE to identify and report any items requiring action by the contractor. Any warranty work

performed by the contractor will be inspected by CFE to ensure compliance with the contract documents.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

Any items not specifically outlined above.

(for use with E-520)

This is **EXHIBIT B**, consisting of _____ pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, _____.

Payments to Engineer for Services
Basic Services – Lump Sum

The Professional Services Agreement is supplemented to include the following agreement of the parties.
Compensation for Basic Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services as follows:

1. A Lump Sum amount based on the following estimated distribution of compensation:

		Amount	Duration
a.	Study and Report Phase	$29,300	60 days
b.	Wetlands Delineation	$5,500	
c.	Wetland Permitting	$6,500	
d.	Geotechnical Investigation	$8,500	
e.	Survey	$51,200	60 days
	(Wetlands Delineation and Geotechnical work to be performed concurrent with Survey work)		
f.	Preliminary Design Phase	$46,825	60 days
g.	Permitting	$38,700	90 days
h.	Permit Fees	$3,500	
i.	Easement Maps	$15,000	
	(Assume 20 @$750 / each)		
j.	Final Design Phase	$23,450	30 days
k.	Bidding and Negotiating Phase	$8,450	60 days
l.	Construction Phase	$19,050	320 days
m.	Post-Construction Phase	$12,150	45 days
	Basic Services Total*	**$268,125**	**725 days**

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

5. The date for project completion shall be determined by adding the above noted Total Duration, also known as the "Time for Completion" to the Effective Date of the agreement.

(for use with E-520)

This is **EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. *Background Data:*

   a. Effective Date of Owner-Engineer Agreement: _____

   b. Owner: Brunswick County

   c. Engineer: Cape Fear Engineering

   d. Project: Shallotte Water Transmission Main

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

a. Engineer shall perform or furnish the following Additional Services:

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

c. The responsibilities of Owner are modified as follows:

d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

e. The schedule for rendering services is modified as follows:

f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)
   a. Original Agreement amount: $_____
   b. Net change for prior amendments: $_____
   c. This amendment amount: $_____
   d. Adjusted Agreement amount: $_____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:	ENGINEER:
Brunswick County	
By:	By:
Title: Chairman Board of Commissioners	Title:
Date Signed:	Date Signed:

Clerk to the Board

_____

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

_____
Finance Director – Brunswick County

Request Info	
Type	Budget Amendment
Description	Shallotte Transmission Main
Justification	Board Meeting 12/3/2018-Transfer $270,000 designated for Shallotte Transmission Main to the project for award of design and engineering contract with Cape Fear Engineering.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
419800	398661	Interfund Trans Water Cap Rsv	Trans Frm Water Fund	-270000	Decrease	Debit
419800	464330	Interfund Trans Water Cap Rsv	Shallotte	-270000	Decrease	Credit
418288	398661	Shallotte Transmission Main	Trans Frm Water Fund	270000	Increase	Credit
418288	464001	Shallotte Transmission Main	Arch/Engnrg/Legal	270000	Increase	Debit

Total	
Grand Total:	0

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE

Shallotte Water Transmission Main Project
(418288)

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Water Capital Projects Fund:

Water Capital ProjectsFund:		
Revenues:		
Transfer from Water Fund		270,000
Total Water Capital Project Revenues	**$**	**270,000**
Expenditures:		
Arch/Eng/Legal		270,000
Total Water Capital Project Expenditures	**$**	**270,000**

Section 2. It is estimated that the following revenues will be available in the Brunswick County Water Fund:

Current Funds Appropriated	$	270,000

Section 3. The following amounts are hereby appropriated in the Brunswick County Water Fund:

Contribution to Capital Project Fund	$	270,000

Section 4. This Capital Project Ordinance shall be entered into the minutes of the December 3, 2018 meeting of the Brunswick County Board of Commissioners.

DocuSign Envelope ID: 8966A8A5-1EDD-4E69-9417-1E15F2F6F42C

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 3, 2018.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. *Background Data:*

   a. Effective Date of Owner-Engineer Agreement: December 3, 2018

   b. Owner: Brunswick County

   c. Engineer: Cape Fear Engineering, Inc.

   d. Project: Shallotte Water Transmission Main

2. *Description of Modifications:*

   a. Engineer shall perform or furnish the following Additional Services:

      1) Redesign of approximately 1,750 LF of waterline along Hwy 17 and approximately 700 LF of waterline along Smith Ave due to NCDOT Smith Ave Interchange project being placed on hold.

      2) Redesign of approximately 1,000 LF of waterline near the intersection of Hwy 17 and Red Bug Road to move point of connection to the north of Red Bug Road per Brunswick County request.

   b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

      1) No proposed changes to scope of services from Agreement.

   c. The responsibilities of Owner are modified as follows:

      1) No proposed changes Owner Responsibilities from Agreement.

   d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: $38,500

   e. The schedule for rendering services is modified as follows:

      1) Total contract duration to be increases by 100 days from 725 days to 825 days.

DocuSign Envelope ID: 8966A8A5-1EDD-4E69-9417-1E15F2F6F42C

f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

Not Applicapble

5. Agreement Summary (Reference only)

a. Original Agreement amount:	$268,125.00
b. Net change for prior amendments:	$ 0.00
c. This amendment amount:	$ 38,500.00
d. Adjusted Agreement amount:	**$306,625.00**

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is December 4, 2019

OWNER:

Brunswick County

By: DocuSigned by: D84765B0180047B...

Title: Chairman, Board of Commissioners

Date Signed: 1/21/2020

ENGINEER:

Cape Fear Engineering, Inc.

By: DocuSigned by: CEE59ADAE83D43A...

Title: Vice President

Date Signed: 1/21/2020

ATTEST:

DocuSigned by: Andrea White C1F0D8Q85FEB654B...

Clerk to the Board

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

DocuSigned by: Julie A. Miller D2099A18CD1B432...

Julie A. Miller, Finance Director
Brunswick County, North Carolina

APPROVED AS TO FORM

DocuSigned by: 3761460374D548...

Robert V. Shaver, Jr., County Attorney
Brunswick County, North Carolina

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 1, 2021

Action Item # VI. - 1.

From:
Andrea White

Presentation - Administration - Department Recognition - Assistance with Fire in the Town of Shallotte (Randell Woodruff, County Manager)

Issue/Action Requested:
Request that the Board of Commissioner share a Proclamation from the Town of Shallotte and recognize those Brunswick County departments that assisted with the February 1, 2021 fire in Shallotte.

Background/Purpose of Request:
On Monday, February 1, 2021, the Town of Shallotte experienced a major fire at 4637 Main Street affecting Shallotte Vision Center, Sugar Confections Bakery and threatened several adjacent buildings. Numerous fire, police and law enforcement personnel from the surrounding area responded, including personnel from Brunswick County EMS, the Brunswick County Fire Marshal and the Brunswick County Sheriff's office. These departments are deserving of recognition for the prompt and professional services rendered in such a way that resulted in no loss of life or serious injury.

Fiscal Impact:
Not Applicable

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioner share a Proclamation from the Town of Shallotte and recognize those Brunswick County departments that assisted with the February 1, 2021 fire in Shallotte.

ATTACHMENTS:

Description

- Letter from the Town of Shallotte - 2/1/2021 Fire
- Proclamation of Recognition from the Town of Shallotte - 2/1/2021 Fire

TOWN OF SHALLOTTE

Post Office Box 2287 • Shallotte, North Carolina 28459
Telephone: (910) 754-4032 • Facsimile: (910) 754-2740

February 9, 2021

The Honorable Randy Thompson
Brunswick County Board of Commissioners
PO BOX 249
Bolivia, NC 28422

Dear ~~Commissioner~~ Randy Thompson:

Early on the morning of February 1, 2021, there was a serious fire in downtown Shallotte. The Town of Shallotte, in combating this fire, received substantial assistance from [your fire department/Office]. That assistance enabled us to control the scene and avoid a larger fire which could have resulted in significant damage to commercial buildings in Shallotte.

I, and the Shallotte Board of Aldermen, are very grateful for your assistance. In recognition of that assistance, I have enclosed a Proclamation recognizing that support.

Walter Eccard
Walter Eccard
Mayor

TOWN OF SHALLOTTE

Post Office Box 2287 • Shallotte, North Carolina 28459
Telephone: (910) 754-4032 • Facsimile: (910) 754-2740

PROCLAMATION

WHERERAS, early on the morning of Monday February 1, 2021, The Town of Shallotte experienced a major fire at 4637 Main Street affecting the Shallotte Vision Center and Sugar Confections Bakery; and

WHEREAS, this fire threatened several adjacent buildings and, if not contained, would have resulted in significant property damage and the possible loss of life; and

WHEREAS, The Shallotte Fire Department and Shallotte Police Department arrived on site within four minutes of receiving the fire alarm and their prompt arrival was a key factor in containing the fire; and

WHEREAS, due to the severity of the fire the Town of Shallotte received mutual aid from the Sunset Beach, Ocean Isle Beach, Shallotte Point, Supply, Winnabow, Bolivia, Civietown, TriBeach and Horry County Fire Departments; and

WHEREAS, since the building was on Main Street which is heavily traveled-especially during the morning rush hour- there was need to establish a significant traffic control perimeter; and

WHEREAS, the Shallotte Police Department and the Shallotte Maintenance Department promptly set up appropriate traffic diversion routes that minimized traffic congestion problems; and

WHEREAS, Brunswick County EMS and Fire Marshall together with personnel from the Brunswick County Sheriff's Office and the North Carolina Highway Patrol promptly arrived on site and rendered significant assistance in dealing with this fire;

NOW, THEREFORE, I, Walter Eccard, Mayor of the Town of Shallotte, as authorized by the Shallotte Board of Aldermen, and on behalf of the Town of Shallotte and its citizens, gratefully recognize all of the persons and departments that assisted in dealing with this serious fire in a way that resulted in no loss of life or serious injury.

Proclaimed this 10th day of February 2021.

Walt Eccard
Walt Eccard, Mayor

ATTEST:

Sandy Strickland
Sandy Strickland, Town Clerk

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 1, 2021

Action Item # VI. - 2.

From:
Catherine Lytch

Presentation - Health and Human Services - Social Services: Medicaid Managed Care (Catherine Lytch, Social Services Director)

Issue/Action Requested:
Request that the Board of Commissioners receive a presentation on Medicaid Managed Care.

Background/Purpose of Request:
The purpose of this request is to update the Board of Commissioners on Medicaid Manage Care. The presentation will review the history, timeline and impact on citizens.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners receive a presentation on Medicaid Managed Care.

ATTACHMENTS:

Description

- Medicaid Managed Care

Medicaid Transformation

OVERVIEW FOR COUNTIES

INFORMATION FROM NC DHHS WEBSITE

Background

- In 2015, the NC General Assembly enacted Session Law 2015-245, which directed the Department of Health and Human Services (DHHS) to transition Medicaid and NC Health Choice from fee-for-service to Managed Care.

- The Department was on track to go live Feb. 1, 2020; however, new funding and program authority were required from the General Assembly to meet this timeline and Medicaid Managed Care was suspended in November 2019.

- In July 2020, legislation authorized the restart of Medicaid Managed Care transformation efforts with a July 1, 2021, launch date for Standard Plans and a July 1, 2022, launch date for Behavioral Health I/DD Tailored Plans.

What is Medicaid Transformation?

- Medicaid Transformation is changing the way most people receive Medicaid services.

- Under the current fee-for-service model, DHHS reimbursed physicians and health care providers based on services provided or procedures ordered. This model will now be known as **NC Medicaid Direct**. Only a small percentage of people will stay in NC Medicaid Direct.

- Under Managed Care, the State is contracting with insurance companies, called Prepaid Health Plans or PHPs. These PHPs will be paid a capitated rate, which is a pre-determined set rate per person to provide health care services. This model is known as **NC Medicaid Managed Care**. Approximately 1.6 million of the current 2.3 million Medicaid beneficiaries will transition to NC Medicaid Managed Care.

Changes for Medicaid Beneficiaries

- NC Medicaid Managed Care will bring changes for most Medicaid beneficiaries

- Medicaid services will be administered and reimbursed by health plans.
  - • Beneficiaries will be able to choose a health plan and primary care provider (PCP). A new support system will be available to help beneficiaries make a choice.
  - • Medicaid services will not change, but health plans may offer enhanced services to plan members.
  - • Medicaid eligibility rules and processes **will not** change because of Medicaid Transformation.

Key Terms You Should Know

- **ELIGIBILITY** refers to whether a person qualifies for Medicaid or NC Health Choice.
- **ENROLLMENT** is the process of joining a health plan that is responsible for that person's Medicaid health coverage.
- **BENEFICIARY** refers to a person who is eligible for Medicaid or NC Health Choice. Once a beneficiary enrolls in a health plan, he or she becomes a **MEMBER** of that health plan.
- Within NC Medicaid Managed Care, there are
  - **STANDARD PLANS** (members will benefit from integrated physical and behavioral health services) and
  - **TAILORED PLANS** (specialized plans that offer integrated services for members with significant behavioral health needs and intellectual/developmental disabilities). Tailored Plans are expected to launch July 1, 2022.

Who Does Medicaid Transformation Impact?

MUST ENROLL

Most Family and Children Medicaid

NC Health Choice

Pregnant Women

Non-Medicare Aged, Blind, Disabled

This group is required to enroll in a health plan

CANNOT ENROLL

Family Planning Program, Medically Needy, Health Insurance premium payment, & Program of all-inclusive care for the elderly (PACE)

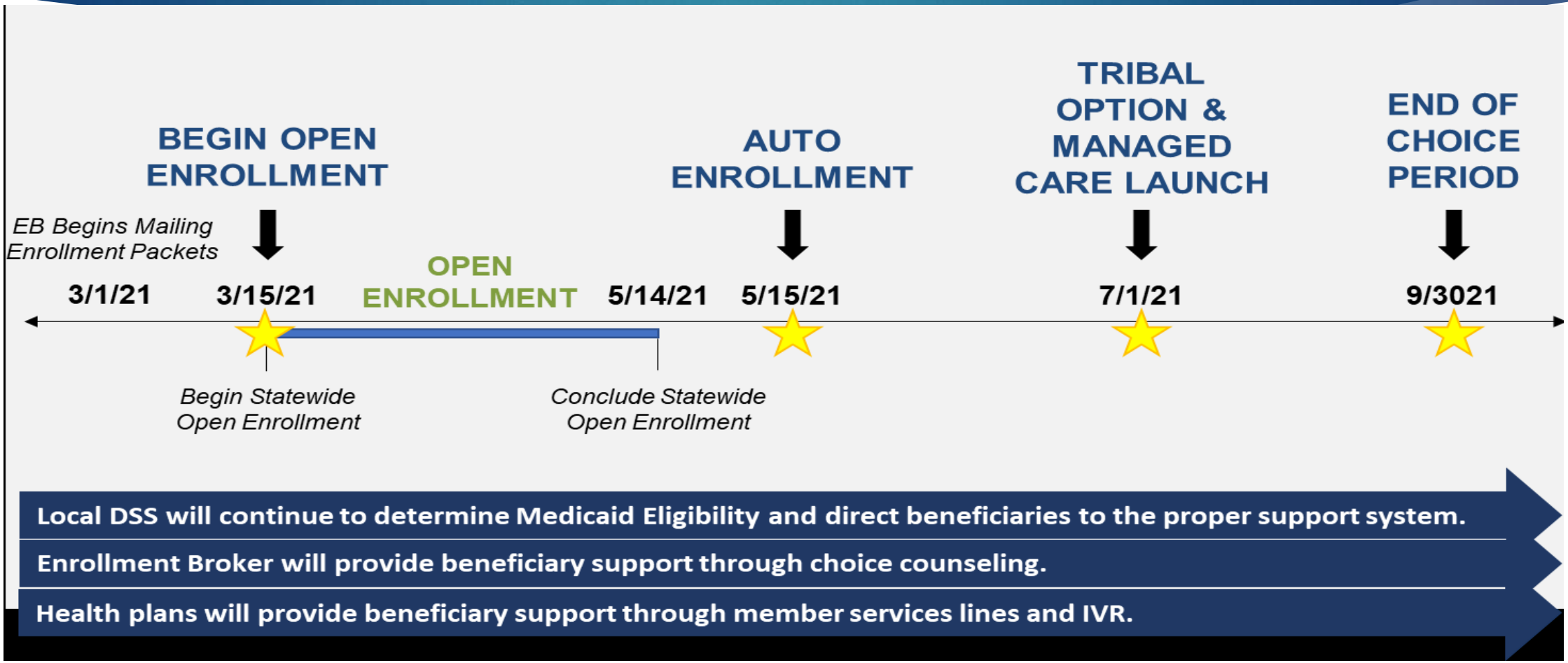
This group is excluded from Medicaid Managed Care

MAY ENROLL

Federally recognized tribal members, beneficiaries who would be eligible for behavioral health tailored plans (until they become available)

This group may enroll in a health plan or stay in NC Medicaid Direct

NC MEDICAID MANAGED CARE TIMELINE



HOW ENROLLMENT OCCURS

Beginning March 15, 2021, beneficiaries can enroll in health plans in various ways. They can:

- Select a Primary Care Provider (PCP) and health plan through the Enrollment Broker.
  - By calling 1-833-870-5500 (toll free)
- Online at ncmedicaidplans.gov
- By completing and returning a paper enrollment form by fax or mail
- Using the NC Medicaid Managed Care mobile app

- Be auto-enrolled in a health plan and PCP if they do not choose one by the deadline.

AUTO-ENROLLMENT

- Auto-enrollment is based on:
  - 1) Where the beneficiary lives
  - 2) Whether he or she is a member of a special population
  - 3) Historical provider-beneficiary relationship and preference
  - 4) Health plan assignments of other family members
  - 5) Previous health plan enrollment within the past 12 months
  - 6) Equitable health plan distribution

BRUNSWICK COUNTY RESIDENT CHOICES

- Beneficiaries will have 6 health plans to choose from when they enroll:
  - • WellCare
  - • UnitedHealthcare Community Plan
  - • Healthy Blue
  - • AmeriHealth Caritas
  - • Carolina Complete Health

- The Enrollment Broker can assist beneficiaries in choosing a health plan and a PCP.

CAN I CHANGE MY PLAN?

YES - During open enrollment period, all Medicaid Beneficiaries can change their plan

After NC Medicaid Managed Care Launch, beneficiary enrollment occurs or may change:

- New Applicants
  - Enrollment is effective the month the application is dispositioned. (This may mean a portion of their eligibility period will be NC Medicaid Direct).
- Beneficiaries with a Change of Circumstance Impacting Enrollment
  - Enrollment change is effective the month following the change.
- At Redetermination:
  - Beneficiaries may choose to remain with current health plan or make a change.

Mandatory beneficiaries (required to enroll in a health plan) have a 90-day choice period in which they can change health plans for any reason. The 90 days starts as of the effective date of enrollment.

MANAGED CARE AND COUNTY DSS

County DSS will Continue:

Processing Medicaid applications, changes, and redeterminations

Generating replacement Medicaid cards for NC Direct members

Providing Non-Emergency Medical Transportation (NEMT) services for NC Medicaid Direct

Updating Primary Care Providers(PCP) for NC Medicaid Direct members

County DSS will Not be responsible for:

Choice counseling to help beneficiaries choose a health plan

Enrolling beneficiaries in health plans

Providing NEMT services for Prepaid Health Plan members

Updating health plan or PCP for PHP members

Generating replacement health plan ID cards for PHP members

County DSS will Start:

Referring beneficiaries to the Enrollment Broker for health plan choice counseling and enrollment assistance

Referring beneficiaries to their health plan for PCP updates, NEMT, and other requests related to their health plan

Non-Emergency Medical Transportation (NEMT)

- NC Medicaid is required to provide transportation to medical appointments for all Medicaid eligible individuals who need and request assistance with transportation. NC Health Choice beneficiaries are not eligible for these services.
- For Beneficiaries enrolled in NC Medicaid Managed Care the Prepaid Health Plans (PHP) are required to provide NEMT services for them.
- PHP's may use transportation brokers to arrange and provide transportation or contact directly with transportation providers
- Counties DSS offices with continue to coordinate this service for NC Medicaid Direct beneficiaries.
- PHPs will begin accepting member calls on June 1, 2021 to schedule appointments for transportation on or after July 1, 2021.

PRIORITIES FOR DAY 1 OF MANAGED CARE

In the transition to an innovative Managed Care program, DHHS' priority for day 1 is that individuals get the care they need, and providers get paid.

- A member's prescription will be filled by the pharmacist.
- Members know their chosen or assigned health plan.
- Members have timely access to information and are directed to the right resource.
- Health plans have sufficient networks to ensure member choice.
- A provider enrolled in Medicaid prior to the launch of NC Medicaid Managed Care will still be enrolled.
- Calls made to call centers are answered promptly.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 1, 2021

Action Item # VII. - 1.

From:
Steve Randone - MIS Director

MIS - Commission Chambers AV Upgrade (Steve Randone, MIS Director)

Issue/Action Requested:
Request that the Board of Commissioner receive a presentation on two (2) Commission Chambers audio/visual upgrade proposal options from Avidex for consideration, selection and approval, and authorize the Chairman and Clerk to the Board to approve the contract, subject to review and approval by the County Attorney.

Background/Purpose of Request:
Prior to the Covid pandemic, the Commission Chambers AV system was in need of upgrades to components to alleviate audio cutout and device connectivity. Upon the arrival of the pandemic and the need for virtual meetings, it became more apparent to include in the upgrade proper equipment/setup to make the system more conducive for virtual meetings.

MIS issued an RFP for this upgrade and received 5 responses. After numerous meetings and negotiations per North Carolina General Statutes §§ 143-129.8 and 143-135.9, MIS is recommending Avidex for the upgrade. Provided are two proposals. One includes an upgrade to the system control, connections, audio, monitors, phone integration, large side displays, wireless microphones, and audio storage. The second proposal includes all of the above plus cameras with smart technology for virtual meetings, video recording for security purposes and programming on the system control to stream live on social media if desired.

Proposal A without Cameras - $73,588.00
Proposal B with Cameras - $81,589.00

Fiscal Impact:
Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates $32,000 Local Option Sales Tax for the audio visual upgrade project.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioner receive a presentation on two (2) Commission Chambers audio/visual upgrade proposal options from Avidex for consideration, selection and approval.

ATTACHMENTS:

Description

- Chambers AV PowerPoint
- Avidex Option 1
- Avidex Option 2
- 20210301 Budget Amendment Chambers Audio Visual Upgrade.pdf

COMMISSION CHAMBERS AUDIO/VISUAL UPGRADE

STEVE RANDONE – MANAGEMENT INFORMATION SYSTEMS

IMMEDIATE NEEDS – PROPOSAL 1

- Control Panel to Meet the Needs of All Users (Commissioners, Planning Board, Tax Board of E&R, Board of Education, Various Training)
- Upgrade Audio to Correct Audio Problems
- Upgrade VGA Connections to HDMI including Monitors
- New Wiring & Connectors
- Integration with Phone System
- Install Side Panels for Audience Viewing and Remote Commissioner to Be Viewed
- Audio Storage as Backup to the Clerk to the Board's Meeting Solution
- Upgrade Connections in Back of Room for Press Connectivity
- Wireless Microphones

VIRTUAL MEETING – PROPOSAL 2

ALL FROM PROPOSAL 1 WITH ADDITION OF THE BELOW:

- Add Cameras/Hardware/Software/Programming to Allow for Virtual Meetings, Security Purposes, Recording if Desired, and Possible Video Arraignment
- Add Programming to Allow for Real-Time Streaming to Social Media When Desired

SOLUTION COST

- Proposal 1 Without Cameras - $73,588.00
- Proposal 2 With Cameras - $81,589.00

COMMISSION CHAMBERS AUDIO VIDEO SYSTEM UPGRADE
AVIDEX RESPONSE rev_4 Option B



Submitted by

Mark Cimerro
Account Executive
T: (919) 719-7046 x 7294| **M:** (919) 625-0414
www.avidex.com

1100 Crescent Green, Suite 200 Cary, NC 27518
800-626-0682

EXECUTIVE SUMMARY

Avidex is an award-winning team of audiovisual (AV) industry experts in the design and integration of innovative, custom, AV, and IT solutions. Since 2004, our systems incorporate a broad range of cutting-edge technologies to empower our clients to effectively communicate their message. From digital signage to video conferencing, distance learning rooms, and presentation systems, we bring the most user-friendly and effective solutions to our clients. **Avidex is the 5th largest AV integrator in the U.S.,** according to the SCN Top 50 Systems Integrator List Avidex and is a subsidiary of ITOCHU International, Inc., a Fortune Global 500 corporation.

Avidex delivers innovative AV solutions that enable organizations and enterprises to collaborate, create, and share ideas through state-of-the-art audio visual and unified communication technologies. Avidex specializes in creating an unparalleled client experience in the use of collaborative audiovisual solutions as a global AV and UC integrator providing design, build, and service excellence.

Avidex builds and fosters long term client and supplier relationships. Working collaboratively to develop standards, planning for anticipated growth and addressing technology life cycles allows Avidex to help identify and address upcoming audiovisual needs all to better support your organization. We help clients meet demanding schedules; negotiate volume pricing and maintenance support; and deliver high quality technical services and post-installation managed services and support.

Avidex has completed projects in 46 US states, and 20+ countries. Avidex maintains responsibility for the complete project, providing engineering, programming, project management, account coordination and commissioning. Local installation labor and post-installation support services are provided by Avidex and Avidex subcontractors, determined on a per project basis reflecting complexity, schedule and location. In addition to 20+ years of industry relationships and leadership in trade organizations, Avidex is also a founding affiliate of the Professional Systems Network International (PSNI), a global network of like-minded audiovisual systems integrators. Avidex matches employees and subcontractors to the specific project requirements, including certifications for key products, programming or technical specialties.

Avidex maintains long-time close vendor and manufacturer relationships. Avidex is an authorized reseller of the key product lines specified. Refer to our certifications and vendor reference list for more details.

For the purposes of this proposal, Avidex Industries, LLC will be referred to as “Avidex” and **Brunswick County** shall be referred to as “Client”.

SCOPE OF WORK

The intent of this design was to create a very robust, expandable, and highly usable system, with technology that will outlast most standard AV systems. This system proposed by Avidex for **Brunswick County** is designed with the following principles in mind:

- Technically capable of supporting the intended use
- Reliable for the users and should not require excessive support
- Simple to operate for all users that interacts with it
- Cost-effective both in the deployment and long-term operations
- User interface consistency for easy user recognition
- Compatibility with client IT direction and technology strategy
- Flexible implementations capable of adapting to future technology choices

Video Presentation System

The Crestron video and Biamp audio systems will be IP based delivery systems which will offer almost infinite expandability. They will reside on contained closed networks. This will create a secure system that will not impact your current IT infrastructure. The existing projector and 90” display will be utilized in the new design as well as the install of 2 new 75” displays and 13 new 24” desktop displays for the dais. The new 75” can tilt left of right 15 degrees.

Audio System

The audio system will incorporate acoustic echo cancelling on all microphone inputs to create superior audio quality for both audio and video calls. A Mix minus will also be incorporated to create a very clear voice presence around the room from each microphone location. Each microphone will be balanced for voice clarity around the entirety of the room. The current microphone and ceiling speakers will be reconfigured to support the mix minus system. A new wireless microphone system that includes (2) lapel and (1) handheld microphones will be provided. Based on room sound levels and acoustics, some speakers may be moved to help create a better sounding environment. Audio Teleconferencing will be provided with the use of a dedicated phone line. An override mute for the audio tele-conferencing phone will be available on the touch panel. The new Audio DSP will feed the audio to the current press-box.

Control System

A new advanced 10” Crestron LAN based touch screen and control system will drive the control aspects of the room providing control of switching, audio levels, call control, and displays. Up to 6 room preset configurations will be provided on a main screen for **“Easy Launch”** of meetings. The features will be mirrored on the 2 10” OFE iPad / tablet devices in the room.

School Board Meeting	County Board Meetings	Quick Presentation
Tax Board of E&R Meeting	Board of Adjustment Meeting	Outside Entity Meetings

Note: Avidex will provide a copy of the Crestron source code to **Brunswick Count**

Countdown Clock

2 new cost savings digital countdown clock will be added with remote control. The numbers will be 6” tall.

OVERVIEW

BASIC FUNCTIONS:

- Display laptop (wired)
- Display in room PC with dual outputs
- Blu Ray / DVD
- OFE VCR
- Audio calls
- Audio calls via PC based software client
- HD recording / streaming of presentations and audio

SOURCES:

- OFE Laptop
- OFE PC
- Video Camera
- Blue Ray player
- OFE VCR

PROJECTION SYSTEM:

- (1) total displays
  - OFE - Existing
  - Control – touch panel control system

PROJECTION SCREEN:

- (1) total screens
  - OFE - Existing
  - Control – touch panel control system

NEW SIDE WALLS DISPLAY SYSTEM:

- (2) total displays
  - Manufacturer – Samsung
  - Size – 75”
  - Resolution – 3840 x 2160
  - Orientation – front left and right wall
  - Displays provided by – THS
  - Display type – flat panel
  - Mounting – wall mounted swing arm
  - Control – touch panel control system
  - 15 degree left/right tilt

NEW COUNTDOWN CLOCKS

- Wireless remote control
-

DAIS DISPLAY SYSTEM:

- (13) total displays
    - Manufacturer – Samsung
    - Size – 24”
    - Resolution – 1920x1080
    - Orientation – desk top
    - Displays provided by – THS
    - Display type – flat panel

SOFT VIDEO CONFERENCING:

- PC based conferencing solution
    - Software license – OFE
    - Control – via software PC UI

AUDIO CONFERENCING:

- Audio conference interface
    - Manufacturer – Biamp
    - DSP – digital signal processor based
    - Microphones – OFE
    - VoIP – voice over IP
    - POTS – standard phone line
    - Control – touch panel control system

AUDIO VIDEO SWITCHING:

- IP based video solution
    - Matrix switching via IP Video
    - Closed AV LAN
    - Control – touch panel control system

AUDIO SYSTEM:

- Audio system interface
    - DSP – digital signal processor based
    - AVB interface – for future expansion
    - Control - touch panel control system
    - New Audio DSP will feed the audio to the current press-box
    - An override mute for the audio tele-conferencing phone will be available on the touch panel

AUDIO MIX MINUS FUNCTION:

- Audio matrixed from mics across multiple speaker zones
    - 14 microphones x 3 speaker zones
    - DSP – digital signal processor based

MICROPHONES:

- Microphone solution
    - OFE – Existing
    - (2) Wireless Lapel Microphones
    - (1) Wireless Handheld Microphone

SPEAKER SOLUTION:

- Speaker solution and zones
    - OFE - Existing
    - Ceiling speakers

RACK HARDWARE HOUSING – RACK EQUIPMENT:

- OFE - Existing
- Floor standing

OFE EQUIPMENT:

- Costumer provided equipment
    - Laptop
    - PC
    - VCR
    - Displays – 1 projector
    - Mounting – 1 projector mount
    - Projection screen
    - Lectern
    - AV Rack
    - Ceiling speakers
    - Audio amplifiers

CONTROL SYSTEM:

- User interface
    - 10” inch touch screen control system
    - Mounting – table top
    - (2) 10” iPads – OFE - Existing

- (3) displays
    - Manual on & off
    - Auto on – system turn on
    - Auto off – system shutdown

- (1) projection screens
    - Manual up & down
    - Auto down – system turn on
    - Auto up – system shutdown

- Source selections
    - Laptop (wired)
    - PC
    - DVD / Blu Ray player
    - VCR

- Audio conferencing
    - Numeric dialing
    - 6 fixed speed dials, if required

- Audio levels
    - Source volume and mute
    - Microphone levels and mute / privacy
    - Audio call level and mute
    - Video call level and mute

REMOVE & RECYCLE:

- Items to be removed and recycled
    - 14x Displays
    - Abandoned cable
    - Existing non repurposed equipment

All existing installed cabling, equipment, and displays that will not be repurposed will be removed and recycled as per NC State law / guidelines. The existing AV equipment rack will be utilized for the new install.

Avidex will provide Audiovisual Equipment and Installation Services based on RFP documents (Exhibits A-D) furnished by **Brunswick County** on July 29, 2020 and subsequent RFI responses received on August 17th 2020.

TRAINING & DOCUMENTATION

After installation, Avidex provides customized professional systems training classes on the proper operation of the system, to assure comfort with the installed technologies. Sessions are designed with the "End-User" audience in mind - executive management, system operators, administrative and technical support, or facilities managers. Advanced courses for 'technical staff' or 'train the trainer' programs for support personnel are designed to fit your specific project requirements.

The documentation will include record drawings and manufacturers equipment manuals. These will be delivered as an electronic transmission. The documentation will include any and all information provided to Avidex that comes standard with the equipment from the original manufacturer.

Maintenance manuals for most electronic components are only available to factory certified and trained personnel. Maintenance manuals are not included in final documentation. Optional documentation may be provided as required for additional fees. Optional documentation may include custom written operational manual(s).

WARRENTY - 360˚ SERVICE™ AND SUPPORT

Your proposal includes a (1) Year Essential Support Agreement. We have also priced (2) and (5) year Essential Support.

Agreements Avidex offers a comprehensive service, support, and managed services portfolio with an array of solutions designed to provide **Brunswick County** with superior technical support and customer service. Our 360˚ Support Agreements offer the highest level of support coverage, with all plans including reactive and proactive support level commitments, expedited

equipment repair, and an out-of-manufacturer warranty strategy. With remote monitoring and problem resolution capabilities, our 360˚ Service and Support options provide worry-free, managed services.

The Avidex 360˚ Service team consists of technicians, engineers, administrators, and managers all working together to provide you and your organization with the best possible customer support. Utilizing state-of-the-art remote management, analytics tools, and customer/ticket management, the 360˚ Service team ensures a truly professional and reliable service experience.

Avidex is an authorized reseller of key manufacturer's equipment on site at **Brunswick County**. We will streamline and process equipment RMA (Return to Manufacturer Authorization) via next business day shipping to and from the manufacturer authorized repair center. Under an SLA this service is included.

Repair for in-warranty products will be addressed per the manufacturer warranty provision. Avidex will work with manufacturers for advanced replacement and loaners as available. Repair for out-of-warranty product will follow the manufacturer process. Loaner equipment will be as-is available by the manufacturer or the Avidex loaner fleet. Avidex recommends **Brunswick County** purchase hot spares of critical or commonly deployed equipment, stored on-site, as replacement units. We can work with you to develop this recommended list.

We welcome the opportunity to also review and discuss other maintenance options with **Brunswick County**. Avidex 360º Service plans are summarized below.

360° Coverage	**Essential**	**Advanced**	**Elite**
Help Desk Support Availability	8x5*	24x7	24x7
Priority Call Response Time SLA	4 hours	2 hours	1 hour
Priority On-Site Response Time SLA	2 business days	1 business day	4 business hours*
RMA Management of OEM Hardware	•	•	•
Annual Preventive Maintenance & Reporting	One	One	One
Assigned Service Management with Escalation Access		•	•
On-Site AV Service Assurance Technician	Optional	Optional	Optional
Emergency Loaners for Business Critical Devices			•
The below items: Remote Monitoring, Fault Detection, Analytics & Reporting and Remote Management of Devices may require the implementation of hardware and software applications. Remote Monitoring is not included in this proposal. Notify your Account Executive if you want to add these features to the proposal.			
Remote Monitoring with Fault Detect & Reporting	•	•	•
Remote Monitoring with Fault Diagnoses & Troubleshooting		•	•
AV Solution Analytics & Reporting		•	•
Remote Management of Device Firmware, Configurations & Changes			•

** Standard Business Hours in Pacific Time*

360° Service Help Desk

The Avidex Help Desk consists of a dedicated, full-time team of certified technicians and service professionals. Our Help Desk available via a dedicated toll-free number to report and request technical support for the integrated equipment. The Avidex 360° Service Helpdesk is available Monday – Friday 8:00 AM to 5:00 PM Pacific Time (except for Avidex holidays) or twenty-four hours per day, seven days per week, depending on your selected service level. The 360˚ Service help desk team provides time and material quotes, schedules on-site support visits, and creates preventive maintenance documentation and deliverables for customer review. We also work closely with all manufacturers for timely repair and advance component replacement and escalates performance issues to the appropriate personnel within Avidex, ensuring service tickets are resolved quickly, accurately, and to your satisfaction.

Field Support Group

The Avidex Field Support Group consists of the best factory-trained and certified technicians, engineers, and design engineers available. This group is responsible for resolving your audiovisual problems in the field. Working closely with the 360˚ Help Desk, the Field Support Group provides on-site troubleshooting, problem resolution, and customer training. This group also performs all preventive maintenance and systems certification.

On-Site Dedicated Support Specialists

Avidex provides full-time, part-time, or hourly On-Site Technical Support Specialists who can help with the day-to-day operation, maintenance, and coordination of your existing integrated systems. This group specializes in providing immediate customer support, training, troubleshooting, and problem resolution for all types of presentation and conferencing systems. From state-of-the-art customer briefing centers to campus-wide classroom maintenance programs, Avidex has the solutions to fit your organization’s needs.

Training and Documentation

Training will be provided to operational and maintenance personnel at the end of the project. This training will provide users with an understanding of daily system use. The provided training will consist of instruction and hands-on experience with the system. Documentation will include record drawings and manufacturers' equipment manuals. These will be assembled and delivered as an electronic copy. The documentation will include any and all information provided to Avidex that comes standard with the equipment from the original manufacturer. Maintenance manuals for most electronic components are only available to factory certified and trained personnel. Maintenance manuals are not included in final documentation.

TECHNICAL SERVICES

The integration process incorporates the necessary steps to provide a complete, “turn-key” audiovisual solution including equipment, materials, labor and services to complete the systems as outlined within this document. Avidex follows industry-certified and documented processes which have been proven successful in assuring each system will be installed as developed.

AVIDEX PROJECT MANAGEMENT

- Your dedicated Project Manager is responsible for client communication throughout the project duration.
- Coordinate all activities with designated client representative.

- Avidex will participate in meetings as required to complete the project and coordinate with other trades.
- Monitor project implementation.
- Provide scheduling for and oversight of the Avidex team.
- Coordinate project equipment ordering, staging and pre-installation fabrication of equipment for the project.
- Coordinate any site conditions that may necessitate audiovisual system changes.
- Coordinate with any general contractor and/or any specialty contractors related to the audiovisual system integration.
- Coordinate audiovisual system connections and interfaces as they relate to any lighting, electrical, or mechanical systems.
- Verify project completion.
    - Confirm completion of systems testing.
    - Assure completion of any punch list items.

ENGINEERING

- Prepare all system documentation necessary for the installation of the project
- System functional diagrams for initial standards drawings.
- Project as-built documentation will refer to standards functional diagrams to keep CAD fees minimal.
- Control system program requirements if other than standards-based.

- Oversee final systems testing and commissioning.
- Test and debug system
- Adjust and balance system settings.
- Mark and record final system settings.
- Assure the finished system meets the design criteria and functions per the developed content.

CONTROL SYSTEM PROGRAMMING

- Update standards AV control system code.
- Update standards touch panel user interface (UI) pages.
- Test and debug control system.

INTEGRATION LABOR

- Pull, terminate, and label all low voltage cables.
- Install structural mounting systems for all audio visual equipment.
- Mount and terminate all AV connection plates.
- Install all AV equipment.
- Site clean-up and trash disposal, etc.
- Assure that all installed systems are operating as proposed.
- Assist engineering with systems testing and debugging.
- Provide or assist in providing end-user training.

STATEMENT OF COMPLIANCE

January 4, 2021
Brunswick County Commissioners Audio-Visual Upgrade
Bolivia, NC

Dear Brunswick County RFP Project Team,

Avidex submits within our response to the for Discovery and Innovation Audiovisual Systems Request for Proposal (July 19th 2020). Avidex has also outlined our qualifications, collaborative design process, provided examples of successful deployments, and customer references.

I certify that I have read all items of this RFP, fully understand the requirements listed herein, and certify that Avidex and our team of experts meet all the required and described bidder qualifications. I further certify I have reviewed all construction drawings, construction specifications, system description documents, and related contract documents for the Project and that the Bid submitted is inclusive of all labor, materials and supplies required to deliver the complete operational Audiovisual Systems as specified. Avidex confirms our compliance with all stated Audiovisual Specification bid requirements.

Avidex is a subsidiary of ITOCHU International, Inc., a Fortune Global 500 corporation. ITOCHU International Inc. is the North American flagship subsidiary of ITOCHU Corporation of Japan, which ranks #215 on the Fortune Global 500 list. The ITOCHU worldwide family includes more than 500 companies and businesses in areas as diverse as energy, food, textiles, technology and healthcare.

We look forward to serving **Brunswick County**.

Sincerely,



Mark Cimerro
Account Executive
Avidex Industries LLC
1100 Crescent Green, Suite 200
Cary, NC 27518

QUALICIFATIONS, EXPERIENCE AND APPROACH

Avidex is passionate about delivering innovative AV solutions enabling organizations and enterprises to collaborate, create, and share ideas through the most state-of-the-art audiovisual and unified communication technologies.

Avidex is an award-winning team of AV industry veterans, specializing in the design and integration of innovative, custom, AV, and IT solutions. Our systems incorporate a broad range of cutting-edge technologies to empower our clients to communicate their message effectively. From digital signage to video conferencing, distance learning rooms, and presentation systems, we bring the most user-friendly and effective solutions to our clients.
Avidex is the 5th largest AV integrator in the U.S. Avidex is a subsidiary of ITOCHU International, Inc., a Fortune Global 500 corporation.

In 2004 Proline Audio Visual and Electronic Image Systems' previous owners combined resources to create Avidex. Since then, Avidex has evolved into the preeminent integrator of audiovisual solutions and related services on the West Coast, with projects throughout the US and various global locations. The people of Avidex have a long and successful history of providing the highest levels of service to audiovisual customers. The people at Avidex have the background and knowledge to give you the best possible experience in implementing audiovisual and multimedia technologies to meet your communication goals.

Whether you need conference or boardrooms, large auditoriums, digital signage/wayfinding applications, video walls, specialty/multifunction spaces, or anything in between, you can trust Avidex to create reliable audiovisual and unified communications environments that increase productivity, innovation, and collaboration. We harness the latest cutting-edge technology and best-fit audio, video, acoustic, and lighting solutions for your requirements and environment, so your audiovisual technology works seamlessly.

Avidex core capabilities include:

- Audiovisual Programming
- Asset Management
- Rentals and Staging
- System Design
- Equipment Procurement
- Project Management
- Installation
- Control System Programming
- Digital Sound Processor Programming
- Testing and Commissioning
- Training and Documentation
- Support Agreements

We offer technical expertise and disciplines of:

- Video and Audio Presentation Systems
- Digital and Analog Broadcast
- IP-Enabled Control and Content Delivery
- Audio Conferencing
- Video Conferencing
- Control Systems
- Video Streaming
- Digital Signage
- Theaters / Large Venue Auditoriums
- Paging Systems
- Sound Masking
- Assisted listening

Company Information

Avidex is a wholly-owned subsidiary of Telerent Leasing Corporation. Please feel free to review our Dun & Bradstreet rating or call any of our references.

Bank Reference		
Wells Fargo Bank		Contact: Gloria Nemechek
205 108th Ave NE STE 600		Ph: (425) 450-8097
Bellevue, WA 98004		

Insurance Reference		
Marsh JCS, Inc.		Contact: Thomas P. Laquercia
1166 Avenue of the Americas, 36th floor		Ph: (212) 345-8538
New York, NY 10036		**Policy: Commercial General Liability, Auto, Umbrella**
Arthur J. Gallagher Risk Management Services, Inc.		Contact: Lori E. Staples
901 Battleground Avenue		Ph: (336) 217-5767
Greensboro, NC 27408		**Policy: Workers Comp and Professional Liability**

Company Locations

North Carolina

Cary / 56 Employees
1100 Crescent Green, Suite 200
Cary, NC 27518
Ph: 919.625.0414
General Manager, Kevin Colores

Washington

Bellevue / 57 Employees
13555 Bel-Red Road, Suite 226
Bellevue, WA 98005
Ph: 800.798.0330 / 425.643.0330
Fax: 425.636.0964
General Manager, Pacific Northwest: Michael (Moose) Adams

Spokane / 2 Employees
164 South Washington, Suite 500
Spokane, WA 99201
Ph: 509.455.6873 Fax: 509.455.6874

California

Fremont / 117 Employees
6100 Stewart Avenue
Fremont, CA 94538
Ph: 800.999.8590 / 510.279.7100
Fax: 510.279.7101
General Manager, Northern California Region: Jim Scalise,

DNG/Lake Forest / 131 Employees
20382 Hermana Circle
Lake Forest, CA 92630
Ph: 949.428.66333 Fax: 949.428.63344

Organization and Leadership

Avidex is a leading provider of audiovisual and unified communication solutions offering full design, installation, integration, training, and support services for a wide range of collaborative solutions. Our executive leadership and the hundreds of dedicated Avidex employees make up our industry-leading team. We have the commitment, background, and knowledge to provide our customers with the best possible audiovisual solution experience.

Jeff Davis, CEO

Jeff Davis, Chief Executive Officer, joined Avidex in July of 2018. Before joining Avidex, Jeff served as Chief Operating Officer for global AV integrator AVI-SPL, where he was responsible for providing overall direction and guidance to maximize growth and profitability for the organization. Jeff brings over 20 years of leadership experience to Avidex, having held numerous executive roles at leading public, private, and P.E. backed companies, including Stanley Black & Decker and Tyco/ADT. He is passionate about developing people and organizations to take them "to the next level." He has extensive experience in managing the restructuring of sales and operations organizations and is highly effective at integrating processes and establishing shared understanding and values. Jeff specializes in post-acquisition integrations, growth strategies, and overall business transformation. During his career, he has developed multiple programs to drive sales and operational excellence.

Shedan J. Maghzi, CTS, Corporate Strategic Advisor

Shedan has been directly involved in the audiovisual industry for over 25 years, overseeing sales, technical services, and operations. Before his tenure with Avidex, Shedan served in regional management and leadership roles for a national AV firm. Shedan has also served in design, engineering, and project management roles for a Bay Area-based audiovisual and acoustical consulting firm. He is a graduate of San Francisco State University with a degree in Telecommunications.

Jim Colquhoun, CTS-I, CTS-D, ISF-C, Chief Technologist

Jim Colquhoun is the technologist for Avidex. His corporate responsibilities include the technical side of vendor relationships, developing new Avidex product offerings, and assisting in the development of internal programs. Also, Jim is actively involved in direct support of large and complex design projects for key clients.

Jim Colquhoun has been in the AV industry for over 40 years. Jim has an exceptional record of management and operational oversight experience, as well as expertise in the design and integration of communications, AV, and broadcast systems. Before joining Avidex, he was VP of Technical Services for Audio Visual Innovations (AVI) in Tampa, FL., Managing Director for ten MCSi offices, Director of Technical Services for Intellisys Group, and a Senior Manager with Pro Media.

Michael "Moose" Adams, General Manager

Before joining Avidex, Adams held sales leadership positions with Crestron, including the regional director of sales in the Pacific Northeast, growing the dealer channel, enterprise, and education markets. The former Major League Baseball pitcher with the San Francisco Giants has been in the AV industry since 1996 when he joined Chelsea Audio Video as a sales representative. He also served as the branch manager for Tempest Technologies Portland and led the rapid growth of revenues and employees.

Jim Scalise, CTS, General Manager

Jim has been in the audiovisual industry for more than 20 years. Before joining Avidex, Jim served as Director of Technical Service for a leading northwest systems integrator. Jim received a BS in electronic engineering technology from the School of Engineering at California Polytechnic State University, San Luis Obispo. Jim is CTS certified, as well as certified by many manufacturers including Crestron DMC-D & DMC-E, AMX Enova, Extron XTP, Biamp Tesira / Audia / Nexia, ClearOne Audio DSP, BSS London, Shure Advanced Wireless, And many more. He also completed HIPAA Compliance training. Jim also participates in numerous advisory committees for manufactures.

Steve Alexander, Director of Sales

Steve Alexander holds a degree in Advertising and Marketing from the University of Texas and has been in the audio-video and integrated systems industry for over 20 years. Steve has handled and supervised diverse business activities such as training, technical support, enterprise and consultant outreach, sales, and installation. Most recently, before joining Avidex as the Director of Sales, Steve was the Executive Director of Northwest Sales at Crestron for over 10 years. Prior to that, Steve was a Vice President at AMX, a National Sales Manager at Monster Cable, and a Partner of a successful residential systems integration firm.

Trudy Weed, Vice President of Operations

Trudy brings 30 years of experience in serving the needs of customers in the professional video and audiovisual marketplace. Trudy has acted as an operations manager for Proline Industries and other leading northwest systems integrators since 1982. Having extensive audio equipment knowledge, as well as superior executive skills, Trudy brings Avidex to an elite level with high standards. Trudy stands as a critical link between clients and the sales team, making any business transaction with AV Systems a smooth and efficient one.

Professional Organizations & Affiliations

Avidex is an AVIXA AV Provider of Excellence or APEx. The AVIXA APEx program is a recognition program for AV design and integration companies dedicated to upholding industry excellence by providing quality service to customers. The AVIXA APEx program recognizes companies based on the number of employees holding key industry certifications, including CTS credential, completion of continuing education classes, and positive customer survey responses. APEx providers must also prove that they meet or exceed the requirements within 2 ANSI/AVIXA standards, the Standard Guide for Audiovisual Systems Design and Coordination Processes, and the AV System Performance Verification Standard, to foster better communication between the AV provider and the client.



Avidex holds TelePresence Advanced Authorized Technology Provider (ATP) status from Cisco. The Advanced-level program's goal is to enable partners to market TelePresence Video endpoints, offer targeted infrastructure solutions, and differentiate themselves based on their breadth of unique AV integration skills.

Avidex is proud to be a member of the following organizations:

- Bellevue Chamber of Commerce
- Building Owners & Managers Association (BOMA)
- Cary Chamber of Commerce
- Seattle Chamber of Commerce
- San Jose Chamber of Commerce
- Custom Electronic Design & Installation Association (CEDIA)
- Association of Briefing Program Managers (ABPM)
- Master Builders Association (MBA)
- International Interior Design Association (IIDA)
- National Association for Industrial and Office Parks (NAIOP)
- Meeting Professional International (MPI)
- International Special Events Society (ILEA)
- International Entertainment Buyers Association (IEBA)
- International Communication Industries Association
- International Facilities Management Association (IFMA)
- National Systems Contractors Association (NSCA)
- Washington State Society for Healthcare Engineering (WSSHE)
- PSNI Global Alliance
- AVIXA

Awards and Recognition

Working with Avidex comes with the benefit of working with an award-winning team of AV industry veterans that have designed and integrated thousands of innovative, custom audiovisual and communication solutions. Avidex has achieved many awards of recognition and industry certification for our ongoing dedication to audiovisual integration and design excellence.

For more than 10 years, System Contractor News has been compiling a list of the industry's Top 50 Systems Integrators. Avidex has been named each and every year, and we are currently listed as #5 on the SCN Top 50 Systems Integrators List of 2018. We look forward to continuing our reign as one of the industry's best.

Recent Awards:

- 2013 NSCA Excellence in Business Award
- 2015 Polycom Global Gold Partner Achievement
- 2015 ABPM World Class Center – McKesson San Francisco
- 2015 PSNI Award – Exemplary Performance in Overall Preferred Vendor
- 2016 – current AVIXA AV Provider of Excellence – APEx
- 2008 – current *System Contractor News* - Top 50 Systems Integrators List, currently listed as #9
- 2018 PSNI Award – Exemplary Performance in Employee Engagement
- 2019 Avidex Corporate Strategic Advisor, Shedan Maghazi appointed to PSNI Global Deployment and Oversight Committee
- 2019 Samsung Platinum Partner of the Year Award
- 2019 ABPM World Class Center - VMware

Certifications and Training

Avidex firmly believes in the value of a well-trained team to assure the best support for our clients. Avidex provides extensive and on-going training of our technical, sales, and support teams. In addition to ongoing manufacturer training and certification, the Avidex team participates in industry training such as AVIXA's CTS programs and Project Management Institute's PMP certification. This training enables us to assess and recommend industry best practices and assures our expertise with all major manufacturing lines when considering options for our clients.

Industry associations provide and document standards for best practices, including those registered and managed by the American National Standards Institute (ANSI) and Building Industry Consulting Service International, Inc. (BICSI). The Avidex team not only keeps current on these standards but is directly involved in the development, maintenance, and training others on these standards. Being a part of the development of industry standards keeps the Avidex team at the forefront of the industry.

Certifications held by the Avidex Team

Accordent Trained
AMC ACE Trained
AMX Certified
AMX Control Installer Trained
AMX NAM Programming
AMX Programming Certified
AMX Signal Management Trained
AQ-AV Quality Designer Certified Avaya/RADVision Certified Training
Barco Switcher Certified
BSS Trained
Biamp Tesira SERVER/SERVER-IO
Biamp Tesira Audia Certified
Biamp TesiraFORTÉ Certified
Biamp TesiraLUX Certified
Biamp Vocia Certified
Biamp VoIP Certified
Cambridge Sound Management CASTNet Sales Certification Cedia Certified
Christie Controls Trained
Christie Trained
Cisco SMB-Account Managers
Cisco SMB-Engineers
Cisco Trained-Digital Media
Cisco Trained-Digital Signage
Cisco-Tandberg Certified Sales Training
ClearOne Products Training
ClearOne Video Certified
Crestron Programming
Crestron Certified DMC-D-4K Crestron Certified DMC-D-4K
Crestron Certified DMC-T-4K
Crestron Certified DMC-E-4K
Crestron Certified Audio Technician
CTS, CTS (I) CTS (D) Certified
Da-Lite Projection Trained Digital Projection Trained
eLearning Innovations Certified Electrical Apprentice
Trainee Extron Certified
Extron Trained
Hilti Trained
HIPPA Certified
InfoComm Member Installation Online Trained ISF-C Certified
Jupiter Video Wall Trained Kramer Digital Signage Trained
Lifesize Sales Certified
Lifesize-Mirial Sales and Engineering
LED Certification
Listen Technologies Trained Lutron Lighting Trained
Master Electrician
OSHA Construction Trained
OSHA Trained
PMP Certified
Polycom Mobile Trained
Polycom Certified
Polycom CloudAXIS Trained Polycom Design & Deployment Polycom Fundamentals Trained Polycom Proof of Concept & Design 1
Polycom Room Solutions Trained
Polycom Sales Track Trained
Polycom Sales Trained
Polycom Technical Track Trained Project Management Trained
QSC Q-SYS Level 1 Trained
QSC Q-SYS Level 2 Trained
QSC Q-SYS Control 101 Trained
QSC Q-SYS Control 201 Trained
Revo Labs Certified
RGB Galileo Product Installation
RGB Zio Product Installation
Scala Digital Signage Certification

Shure Axient Certified
Shure Trained
SMART Lync Certified
SMART Room Systems Trained SMART Solutions Sales Trained SONY Certified Sales Training SONY Video Engineer Training SVSI AV Design
TeleTraining Institute Certified (First class
TOA Digital Matrix Mixer Certified
Toshiba Sales Certification
Vaddio Certified
Vaddio Sales Trained

In addition to the certifications Avidex technical staff engages in ongoing education and trainings that are not directly related to certifications.

Our Approach - Phases of Integration

Design/Integration Workflow

Avidex offers the most talented and knowledgeable staff in the industry. Our experienced sales, design, engineering, project management, integration, and support teams provide our customers with the highest quality of service and solutions. Following well-established design/integration practices, Avidex works to fulfill your needs during every phase of the design, procurement, integration, and post-installation support. Throughout the design and integration process, we provide coordination, meeting attendance, provide regular communication on status/action issues, and strive to deliver the highest quality of customer service. The Avidex design/build process includes distinct phases that deliver excellence in integrated solutions.

Programming (needs analysis)

In the Programming phase, Avidex works to understand the requirements of your organization. We start with interviews with all key personnel from your organization. This information aids us in understanding your core business, as well as the technical, logistical, capital needs, communications obstacles, and future technology growth goals. We explore all possible options and develop the design concept that best meets your objectives, both short and long term. An Audiovisual Programming Report will be produced based on the requirements communicated during the interviews. The Programming Report will describe each of the audiovisual systems in the project. Also, the report will include an estimated budget. This budget reflects the anticipated equipment and integration costs to accomplish the capabilities described in the report.

Infrastructure Design

During the Infrastructure Design phase of the project, we work with the architectural and engineering teams to ensure that the building infrastructure is appropriate for the installation of the audiovisual systems developed in the programming phase. We meet with the design team to develop the correct approach to achieve the desired audiovisual systems environment. We participate in all necessary aspects of the design effort and make recommendations for audiovisual systems integration with the architectural and engineering design teams. Our work product will include a summary of infrastructure requirements, including acoustical, electrical, and lighting criteria. Also included will be facilities drawings illustrating audiovisual device locations, electrical drawings reflecting the power pathways and conduit requirements, and any associated details needed for the construction of audiovisual elements. Over the life of your project, we continually review the programming report and budget. If technology changes or design elements require adjustments, these updates were incorporated into the final design.

Systems Design

In the Systems Design phase, we finalize the equipment required to accomplish the documented audiovisual capabilities. Typically, some time has passed since the project inception and beginning the actual systems design phase. We meet with the client and review any technology changes that should be considered before equipment selections are made.

We produce audiovisual systems drawings showing the interconnection of all audiovisual devices. A functional specification is prepared to describe the operational capabilities of the audiovisual systems. An equipment list is prepared, which details every piece of equipment required to complete the audiovisual systems. The prepared equipment list is a stand-alone specification that can be bid. We work with the client and the GCCM to determine the best possible procurement process for the equipment.

Integration

The Integration phase encompasses Avidex coordinating the integration of the audiovisual systems. This phase of the project features both in-shop and site integration tasks. Avidex factory-trained, industry-certified technicians will fabricate, install, field test, and commission systems, while our project managers monitor project schedules and costs, progress reports, and manage technology changes as they occur. Following the installation, our experts provide training and documentation on the proper operation of systems, to assure comfort with the technologies installed.

Control Systems Programming

The programmer is given the Control System design and the touch panel screen concept. The programmer works with the designer to develop the program, which is based on the system design and touch panel submittal. The programmer develops the control program, loads it into the control system, and tests all aspects of the program to prove it's operational to the design specifications. The programmer will work with the lead installer to solve any equipment control issues. When programming is complete, the programmer, designer, and customer will meet to sign off on the control system.

Testing and Commissioning

Before scheduling the final acceptance, the designer and lead installer will perform complete system testing to include the following items:

1. Video Systems will be tested and documented for proper signal levels and operation with measurement tools as well as observing the display device(s). All video paths are tested from the origination of the signal to the display device. Any discrepancies are corrected before final acceptance.
2. Audio Systems will be tested and documented for proper signal levels and operation using measurement tools and listening to the sound produced. All audio is examined from the origination of the signal to the speakers or audio destination. Assure that each piece of equipment in the audio path is performing at or above the manufacturer's published specifications. Correct any discrepancies found relating to signal quality before final acceptance. Sound System Equalization will be set during the audio system testing using the appropriate test equipment. Control System operation is confirmed during this phase of the job. A final test of control system operation is performed before final acceptance and signed off by the designer. This sign off will is given to the customer in the final documentation. A test report is generated and given to the customer in the final documentation covering each item.

AVIDEX PROJECT REFERENCES

Avidex is proud to serve many higher education institutions, State, County Agencies and Fortune 500 companies as well as small to medium-sized businesses. We work extensively in both the public and private sectors, serving a wide array of markets, including business and industry, education, government, financial and banking, and healthcare. The following pages contain a few notable projects.

Project: Atrium Health (Formally Carolinas Health Care) Charlotte NC– (Mercy Auditorium)

Project Total: $100,000
Project Duration: 1 Month
Completed: March 2020

Contact: Steve Gilmartin (Information and Analytics Services)
Stephen.Gilmartin@atriumhealth.org Office: (704)317-6509 Mobile: (919)-609-0584



Telehealth is Avidex's sister company located in Cary NC. Telehealth designs and delivers interactive touchpoint solutions for better outcomes across the patient care continuum for Atrium Health. When an Audio-Visual upgrade for their Mercy Auditorium arose, trusted Partner Telehealth was consulted. Telehealth engaged Associate Partner Avidex to developed and implemented a full system upgrade for the Atrium Auditorium.

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Upgraded the Atrium Auditorium with:

- Added Audio Tele-Conferencing Audio Upgrade for use with Teams
- Added large flanking displays
- Upgraded VGA system to HDMI with new large HDMI digital switching matrix
- Upgraded control system with new programming and touch panels
- Added 360 Coverage warranty
- Trained Staff

Project: Synopsys – Durham, NC Office Up-Fit 2020

Project Total: $100,000
Project Duration: 2 Month
Contact: John Connolly (IT Manager) Johnconn@synopsys.com (650) 584-4947



For the last 15 Years Avidex has been Synopsys go to audio-visual partner. Avidex has design and built several Audio-Visual systems located throughout Synopsys global footprint. Recently Avidex completed a project that included Conference Rooms and Digital Signage for Synopsys Slater Road Office located in Durham.

- Audio Tele-Conferencing Rooms
- Digital Signage
- Small, Medium and Large Collaboration and Conference Room
- 360 Coverage warranty

Project: Stanford University – Redwood City Campus

General Contractor: Devcon Construction
Project Total: $3.7 million
Project Duration: One Year
Competed: March 2019
Contact: Stephen Pond, spond@stanford.edu

Stanford University built a new campus in Redwood City to relocate roughly 3,500 staff members from the main campus. The project scope consisted of the development of conference room standards and the deployment of technology in approximately 250 spaces in four buildings. All small, medium, and large conference rooms were deployed with integrated video conferencing to facilitate communication between the Palo Alto and Redwood City campuses. Design, implementation, and completion of the project was one year.



UC Berkeley Tolman Hall Seismic Replacement (Berkeley Way West)

Project Total - $1.36 million
Project Duration: One Year
Completion: December 2018
Arash Azarkhish - arash@asquaredps.com, 650-678-9146

Avidex was invited to bid on a design/bid RFP for Berkeley Way West, which is a new academic building. The project replaces the existing Tolman Hall on the core campus of UC Berkeley, a concrete academic building that has a seismic rating of poor and is the campus' most urgent priority for seismic remediation. The new building houses the School of Education and the Department of Psychology, currently housed in Tolman Hall. The new building will also house the School of Public Health. Our biggest challenge was the schedule, a constantly changing move-in date and delays by the General Contractor and Electrical Contractor. Avidex was able to adjust to the schedule and deliver the building on time.

The Avidex engineering team was tasked with designing the AV systems for a Colloquium Room, two large classrooms, six seminar rooms, one seminar room with capture, three large conference rooms, two large meeting room, six medium meeting rooms, eight small meeting rooms, the dean's office and 26 huddle rooms across 5 floors.

The Colloquium room features two Panasonic 12K projectors displaying to two screens. The video system consists of two HD PTZ cameras with the ability to record HD media to the Mediasite RL HD Media Recorder. Audio system features digital wireless mics and Biamp TesiraForte DAN VT with AEC and VoIP. All signal transportation via Crestron DM and Control. Meeting rooms feature Sharp commercial displays, Audio conferencing and ceiling mic arrays and Crestron control. All spaces feature the Crestron Air Media wireless gateway.



PROVISIONS

- All data equipment, jack panels, switches, patch cords, outlets, jacks and cabling supplied by others.
- All network configurations and setup to be provided by others.
- Data network for audio video use to be fully deployed and commissioned before any AV testing and commissioning can be performed
- All AV testing and commissioning schedules are dependent upon data networking readiness.
- All IP addressing schemes or other required naming conventions or any other required information to allow audio video devices to exist on the network to be provided to Avidex prior to AV commissioning.
- All AV cable pathways, junction boxes, floor boxes and wall boxes to be provided by others
- No other equipment included for remote transmitters.
- No lecterns or carts are included
- All structural backing and support for all audio video equipment to be provided by others.
- All electrical power and outlets to be supplied by others.
- Rooms are to be made available for exclusive use on the day(s) of the scheduled installation. Unless specifically arranged in advance, room(s) will be available during

Normal Business Hours in eight (8) contiguous hour segments. “Normal Business Hours” are defined as Monday through Friday, 8:00am to 5:00pm.

- Client will provide all electrical outlets floor boxes, conduits and core drills in the area(s) where audiovisual equipment is to be installed as specified by Avidex prior to Avidex beginning on-site work. All grounding and power is provided by other trades.
- Jobsite building structures including ceilings, walls and floors; used to support audiovisual equipment are assumed to be vibration free.
- Client will provide adequate parking for vehicle(s) in a location conducive to access to the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, Client will validate the parking tickets for the vehicle(s). Parking fees will be added to invoices.
- If installation occurs in any room in which suspended ceiling tiles are installed, Client will provide a reasonable number of spare tiles of the same pattern and batch number as those of the tiles already installed in the room.
- Client accepts responsibility for all merchandise sold and provided for this installation, delivered to the job site. Client will provide secure storage for such merchandise. Avidex will not be responsible for any loss or damage, except loss or damage caused by an Avidex employee during the act of installation, which occurs after delivery and acceptance by the client.
- Existing hardware, wiring, programming or configuration files are anticipated to be in good working order. Client shall provide programming and configuration files in editable formats. If, during the installation process, existing hardware, wiring, programming or configuration are found to be defective, the completion date of the project may be affected, and a change order may be required to overcome the obstacle(s) created by such defects.
- Client shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation. If Avidex is to be held responsible for the integrity of such pre- or post-tensioned ceilings or floors, they shall obtain, at Client’s expense, one or more x-rays of the area(s) in which mounting hardware is to be attached to structure of the building. Any expense incurred for x-rays shall be passed on to the Client, in the form of a change order or a line item on the purchase contract.
- Any standard merchandise that has been ordered for the job, and is not used as a result of any customer changes to the design, or refused by the client at the time of delivery will be subject to a minimum of 30% of the sales price restocking fees, plus any incurred freight charges. Any custom merchandise will be subject to a 100% of the sales price restocking fee, plus any incurred freight.
- Should Avidex be delayed at any time in the progress of the work, by material changes ordered in the work, by labor disputes, fire, unusual delay in deliveries, construction delays, unavoidable casualties or causes beyond Avidex’s control, the agreed upon time for completion shall be extended by Change Order for such reasonable time as the Project manager may determine.
- Such Change Orders may include charges to cover additional costs incurred by Avidex due to the delay.
- Avidex’s proposals for installation costs are based upon 8-hour days and 40-hour workweeks, Monday through Friday, between the hours of 8:00AM and 5:00PM. Installation costs for work outside of normal business hours or business days may be subject to overtime rates, when mutually agreed upon in writing.
- Avidex shall make all reasonable efforts to inspect and review the existing project site physical and audiovisual infrastructure conditions. Existing site conditions needing to remain intact, along with the Client or End-User direction for the audiovisual design may result in other required audiovisual infrastructure requirements (raceways, conduit, AC power,

structural backing-blocking, structural engineer stamped drawings, etc.) and/or changes to the audiovisual equipment and integration labor, leading to pricing adjustments.

- Freight fees are estimated for ground freight service. Expedited freight, as required by the client, will be prepaid and added to invoices.
- The pricing information provided within this proposal is solely for the benefit of the Client listed on the title page. Award of work to Avidex by a 3rd party will require Avidex credit and contract term review and approval as well as pricing confirmation for the new contract terms.
- The Client will furnish Avidex such financial information as Avidex may reasonably request to establish credit terms for the project. Such financial information shall be proprietary and confidential to the Client. Avidex agrees not to disclose this information to any other party or use the information other than for the internal credit check. Avidex may, at its sole discretion, cancel this agreement at any time if the Client fails to meet credit requirements established by Avidex.
- The Americans with Disabilities Act (ADA) and California Building Code require the provision of Assistive Listening Systems in assembly areas, conference rooms, and meeting rooms. Hardware and services may be required for ADA-compliance. Client or its contractor should review project requirements for ALS with Avidex for each project to determine if portable or fixed systems are required. ALS hardware, if provided, will be identified in the Equipment List appendix.
- Where applicable, Avidex will provide the Client or End-User with an irrevocable, royalty-free license and full access to control systems and other software source code(s) that have been written by Avidex specifically for this project. All software program(s) or code(s) will be provided with an explicit understanding that no modification, no duplication, nor distribution of the software by the Client or End-User shall be allowed. Software source code modifications by the Client or End-User, resulting in audiovisual systems malfunction shall be the responsibility of the Client or End-User to remedy.
- Changes in project scope and timeline may require additional hardware, equipment and labor may be necessary to complete the project. These additions will be considered change orders. Avidex will notify the Client in writing if Avidex determines an increase or decrease in the project fees or timeline will be required. Change orders will include a change request number, reason for the change request, narrative description of the modified scope of work, schedule and cost impact. The Client will provide written approval to proceed with the change and any needed updated purchase order or signed agreement as a record for both organizations. Should the Client in whole cancel project in whole or in part, prior to final completion, the Client agrees to pay Avidex for all reasonable costs incurred to date and/or to bring the project to an acceptable close.

WORK & PRODUCTS PROVIDED BY OTHERS (EXCLUSIONS)

- All required architectural floor, reflected ceiling, building elevation, and section plans in an agreed upon AutoCAD format at no charge to Avidex.
- Any and all related electrical work, including but not limited to 110VAC, conduit, raceway, and boxes. This includes all conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- All network connectivity, routing, switching and port configuration necessary to support audiovisual equipment, unless specifically addressed elsewhere in this document.
- All data equipment, jack panels, switches, patch cords, outlets, jacks and cabling supplied by others.
- All network configurations and setup to be provided by others.

- Data network for audio video use to be fully deployed and commissioned before any AV testing and commissioning can be performed
- All AV testing and commissioning schedules are directly tied to data networking readiness.
- All IP addressing schemes or other required naming conventions or any other required information to allow audio video devices to exist on the network to be provided to Avidex prior to commissioning.
- Voice and data infrastructure and systems.
- Necessary sheet rock replacement and or repair.
- Necessary ceiling tile or T-bar modifications, replacement, and/or repair.
- All millwork, moldings, trim, lecterns etc., or modifications to project millwork necessary to accommodate the installation of the audiovisual equipment unless otherwise noted in this proposal.
- Rough-in, bracing, framing, or finish trim carpentry for installation.
- Backing required to support wall mounted equipment including display, loudspeakers, camera, et cetera.
- Painting, patching or finishing of architectural surfaces.
- Core drilling and/or concrete saw cutting.
- HVAC, plumbing, sprinkler head, and lighting fixture relocation.
- Ceiling, roof, firewall, and/or floor penetration(s).
- Removal or patching, of fire stopping.
- Structural welding, cutting, or reinforcement of structural steel members required for support of assemblies.
- All structural attachments at the deck to be provided by others.
- Wet Stamp requirements will be presented as a change order and not included in proposal.
- Work in asbestos treated areas and asbestos abatement. If asbestos is discovered during our work, Avidex will notify Client and will stop work until asbestos abatement work is completed by Client or its contractor.
- Any subscription services, cabling, and equipment.
- Provision and configuration of client furnished computers and software.
- Acquisition of permits.
- All Union Labor unless specifically addressed separately in proposal pricing.
- In room shelves for transmitters are excluded from scope.

PAYMENT TERMS

All Projects require a mobilization fee of 30% of the overall proposed contract total in order to initiate the order. Mobilization fees are due upon Receipt. This proposal is valid for 60 days from the date appearing on the cover page.

Refer to Appendix A – Audiovisual Pricing Bill of Materials (BOM) pricing summary for detailed equipment and technical services breakdown.

- Monthly progress invoices will be issued with net 30-day terms.
- The 360° Service Plan will be invoiced annually, in advance or at the date of commencement.
- Freight and sales tax will be added to invoices based on current tax rates as required by state law on the invoice date.
- Avidex reserves the right to charge for stored materials and/or equipment.
- Avidex reserves the right to charge a 1.5% fee for late payment of invoices.

SUMMARY

Avidex looks forward to reviewing this proposal and how Avidex will deliver outstanding audiovisual integration services to **Brunswick County**.

Submitted by: Avidex Industries, LLC

Name: Mark Cimerro Signature: 

Date: January 4, 2021

Attachments:

Integrated Systems Terms & Conditions
Brunswick County RFP including Exhibit AEXHIBIT A: Price Summary Schedules

EQUIPMENT AND MATERIALS	$36,425.00
TECHNICAL SERVICES - includes audiovisual engineering, offsite and on-site installation and wiring, coordination and supervision, testing, checkout, owner training and New System Warranty. This proposal includes **non-union** labor for all activities.	$30,943.00
GENERAL & ADMINISTRATIVE	$963.00
360° SERVICE PLAN - 1 Year Advanced Plan	$5,296.00
PROJECT SUBTOTAL	$73,627.00
SHIPPING ESTIMATE - Applicable shipping charges will be added to invoices	$1,091.00
PROJECT DISCOUNT with purchase of a 360° Service Plan	($1,130.00)
SALES TAX ESTIMATE Applicable sales tax will be added to invoices based on current tax rates on the invoice date as required by state law	$0.00
PROJECT TOTAL	**$73,588.00**

Optional Year (2) 360° Advanced SERVICE PLAN to be invoice upon renewal	**$5296.00**
Optional Year (3) 360° Advanced SERVICE PLAN to be invoice upon renewal	**$5296.00**

BOM

Manufacturer	Item Code	Description	Qty	OFE	Unit Price	Ext. Total
Samsung	BE75T-H	75" LCD - 3840 x 2160 - Edge LED - 250 Nit - 2160p - HDMI - USB - Wireless LAN - Ethernet - Titan Gray TV CRYSTAL UHD 250NIT 16/7 3YRS	2		$ 1,118.00	$ 2,236.00
Crimson	RSA90	Articulating mount for large-format 70 to 90	2		$ 271.00	$ 542.00
Creston	DM-NVX-D30	DM NVX® 4K60 4:4:4 HDR Network AV Decoder	2		$ 723.00	$ 1,446.00
					$ -	$ -
Samsung	S24E650PL	27in, 16:9, 1920x1080, fully adjustable stand, VGA, HDMI, DP, 3 yr wrty/Black	13		$ 215.00	$ 2,795.00
Creston	DM-NVX-D30	DM NVX® 4K60 4:4:4 HDR Network AV Decoder	1		$ 723.00	$ 723.00
Creston	HD-DA8-4KZ-E	1:8 HDMI® Distribution Amplifier w/4K60 4:4:4 & HDR Suppor	2		$ 556.00	$ 1,112.00
					$ -	$ -
OFE	Projector	OFE Projector & 90" Display	2		$ -	$ -
Creston	DM-NVX-D30	DM NVX® 4K60 4:4:4 HDR Network AV Decoder	2		$ 723.00	$ 1,446.00
					$ -	$ -
					Display Total	**$10,300.00**

Manufacturer	Item Code	Description	Qty	OFE	Unit Price	Ext. Total
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
OFE	Laptop	OFE Laptop - Lectern	1		$ -	$ -
TBD	TBD	Blu Ray / DVD	1		$ 112.00	$ 112.00
OFE	VCR	OFE VCR	1	YES	$ -	$ -
THS	TBD	DVD / VCR to HDMI converter	2		$ 89.00	$ 178.00
Creston	HD-MD4X1-4K-E	4x1 4K HDMI® Switcher	1		$ 389.00	$ 389.00
Creston	DM-NVX-E30	DM NVX® 4K60 4:4:4 HDR Network AV Encoder	1		$ 723.00	$ 723.00
					$ -	$ -
OFE	PC	OFE PC - Dais	2		$ 1,112.00	$ 2,224.00
Creston	DM-NVX-E30	DM NVX® 4K60 4:4:4 HDR Network AV Encoder	2		$ 723.00	$ 1,446.00
Creston			1		$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
Extron	60-1324-11	SMP 351 - Standard Version – 400 GB SSD	1		$ 3,995.00	$ 3,995.00
					$ -	$ -
					Video Total	**$9,067.00**

Manufacturer	Item Code	Description	Qty	OFE	Unit Price	Ext. Total
Creston	DM-NVX-D30	DM NVX® 4K60 4:4:4 HDR Network AV Decoder	1		$ 723.00	$ 723.00
OFE	Audio System	OFE Audio System	1	YES	$ -	$ -
Biamp	Forte AVB VT	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface	1		$ 2,222.00	$ 2,222.00
Biamp	Forte AVB CI	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, and AEC technology	1		$ 2,055.00	$ 2,055.00
Biamp	Tesira EX-UBT	PoE AVB/USB expander with Bluetooth® wireless technology	1		$ 389.00	$ 389.00
Biamp	TesiraCONNECT TC-5D	5-port expansion device with AVB to Dante Bridging	1		$ 889.00	$ 889.00
					$ -	$ -
Shure	QLXD24/SM58-H50	System with QLXD2/SM58 Handheld Transmitter	1		$ 888.00	$ 888.00
Shure	QLXD14/85-H50	Wireless system WL185 Lavalier Microphone	2		$ 957.00	$ 1,914.00
Shure	UA844+SWB/LC	Five-Way Active Antenna Splitter	1		$ 366.00	$ 366.00

Shure	UA834WB	Active Antenna Amplifier	2		$ 133.00	$ 266.00
					Audio Total	**$9,712.00**

Manufacturer	Item Code	Description	Qty	OFE	Unit Price	Ext. Total
OFE	iPad	OFE - iPad	2	YES	$ -	$ -
Crestron	TSW-1060-B-S	10.1 in. Touch Screen, Black Smooth	1		$ 1,334.00	$ 1,334.00
Crestron	TSW-1060-TTK-B-S	Tabletop Kit for TSS-10 and TSW-1060, Black Smooth	1		$ 139.00	$ 139.00
Crestron	CP3N	3-Series Control System	1		$ 1,445.00	$ 1,445.00
					$ -	$ -
DCD	DC-60T-DN-W-IN	RF-Wireless Remote Controlled, Digital Countdown Timer-Clock, 6 Inch Digits	2		$ 682.00	$ 1,364.00
					Control Total	**$4,282.00**

Manufacturer	Item Code	Description	Qty	OFE	Unit Price	Ext. Total
OFE	Rack	OFE AV Rack	1		$ -	$ -
OFE	Removal	Removal of Existing equipment and cable	1		$ -	$ -
					$ -	$ -
					Rack and Accessories Total	**$-**

Manufacturer	Item Code	Description	Qty	OFE	Unit Price	Ext. Total
Avidex	JBDM1000	Direct Materials	1		$ 390.00	$ 390.00
Avidex	JBIM1000	Indirect Materials	1		$ 417.00	$ 417.00
Avidex	JBEQ1000	Misc Equipment Allowance			$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
Windy City Wire	CAT6P-BLK	(CAT6 UN) - 23 AWG 4 Pair Bare Copper, Non-Shielded Plenum Rated Category 6	1		$ 258.00	$ 258.00
Ideal	85-375	CAT6 Connector, QTY 25	1		$ 18.00	$ 18.00
Legrand	CG40413	C2G 3.5MM M/M STEREO AUDIO CABLE 6'	2		$ 3.00	$ 6.00
Legrand	CG56783	6ft High Speed HDMI® Cable with Ethernet - 4K 60Hz	20		$ 7.00	$ 140.00
Legrand	CG50611	12ft High Speed HDMI® Cable with Ethernet - 4K 60Hz	10		$ 9.00	$ 90.00
RDL	TX-J2	Unbalanced to Balanced Line Converter and Summing Adapter	1		$ 58.00	$ 58.00
Crimson	HT6	Toggle Bolts - 6 pack	2		$ 13.00	$ 26.00
Legrand	CG50606	1.5ft High Speed HDMI® Cable with Ethernet - 4K 60Hz	12		$ 5.00	$ 60.00
Windy City Wire	RG6P-BLK	RG 6/U Plenum, 18 AWG Copper Covered Steel	1		$ 356.00	$ 356.00
Windy City Wire	18-02P-BLK	(70V) - 18 AWG 2 Conductor Bare Copper, Non-Shielded Plenum UL Listed C(UL)US CMP	1		$ 123.00	$ 123.00
					$ -	$ -
TBD	TBD	12V power supply	1		$ 167.00	$ 167.00
					$ -	$ -
					$ -	$ -

Legrand	CG50606	1.5ft High Speed HDMI® Cable with Ethernet - 4K 60Hz	10		$ 5.00	$ 50.00
Legrand	CG56782	3ft High Speed HDMI® Cable with Ethernet - 4K 60Hz	10		$ 6.00	$ 60.00
Legrand	CG40413	C2G 3.5MM M/M STEREO AUDIO CABLE 6'	2		$ 3.00	$ 6.00
CablesOnline	PL-CN13-2	3.5mm Stereo Male Plug to 3-Screw Terminal Block (2Pk)	1		$ 10.00	$ 10.00
Luxul	AMS-4424P	AV SERIES 26-Pt PoE+ GbE STKBLE Mgd Sw	1		$ 829.00	$ 829.00
					Misc. Materials Total	**$3,064.00**

COMMISSION CHAMBERS AUDIO VIDEO SYSTEM UPGRADE
AVIDEX RESPONSE rev_4



Submitted by

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Account Executive
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EXECUTIVE SUMMARY

Avidex is an award-winning team of audiovisual (AV) industry experts in the design and integration of innovative, custom, AV, and IT solutions. Since 2004, our systems incorporate a broad range of cutting-edge technologies to empower our clients to effectively communicate their message. From digital signage to video conferencing, distance learning rooms, and presentation systems, we bring the most user-friendly and effective solutions to our clients. **Avidex is the 5th largest AV integrator in the U.S.,** according to the SCN Top 50 Systems Integrator List Avidex and is a subsidiary of ITOCHU International, Inc., a Fortune Global 500 corporation.

Avidex delivers innovative AV solutions that enable organizations and enterprises to collaborate, create, and share ideas through state-of-the-art audio visual and unified communication technologies. Avidex specializes in creating an unparalleled client experience in the use of collaborative audiovisual solutions as a global AV and UC integrator providing design, build, and service excellence.

Avidex builds and fosters long term client and supplier relationships. Working collaboratively to develop standards, planning for anticipated growth and addressing technology life cycles allows Avidex to help identify and address upcoming audiovisual needs all to better support your organization. We help clients meet demanding schedules; negotiate volume pricing and maintenance support; and deliver high quality technical services and post-installation managed services and support.

Avidex has completed projects in 46 US states, and 20+ countries. Avidex maintains responsibility for the complete project, providing engineering, programming, project management, account coordination and commissioning. Local installation labor and post-installation support services are provided by Avidex and Avidex subcontractors, determined on a per project basis reflecting complexity, schedule and location. In addition to 20+ years of industry relationships and leadership in trade organizations, Avidex is also a founding affiliate of the Professional Systems Network International (PSNI), a global network of like-minded audiovisual systems integrators. Avidex matches employees and subcontractors to the specific project requirements, including certifications for key products, programming or technical specialties.

Avidex maintains long-time close vendor and manufacturer relationships. Avidex is an authorized reseller of the key product lines specified. Refer to our certifications and vendor reference list for more details.

For the purposes of this proposal, Avidex Industries, LLC will be referred to as “Avidex” and **Brunswick County** shall be referred to as “Client”.

SCOPE OF WORK

The intent of this design was to create a very robust, expandable, and highly usable system, with technology that will outlast most standard AV systems. This system proposed by Avidex for **Brunswick County** is designed with the following principles in mind:

- Technically capable of supporting the intended use
- Reliable for the users and should not require excessive support
- Simple to operate for all users that interacts with it
- Cost-effective both in the deployment and long-term operations
- User interface consistency for easy user recognition
- Compatibility with client IT direction and technology strategy
- Flexible implementations capable of adapting to future technology choices

Video Presentation System

The Crestron video and Biamp audio systems will be IP based delivery systems which will offer almost infinite expandability. They will reside on contained closed networks. This will create a secure system that will not impact your current IT infrastructure. The existing projector and 90” display will be utilized in the new design as well as the install of 2 new 75” displays and 13 new 24” desktop displays for the dais. The new 75” can tilt left of right 15 degrees.

Audio System

The audio system will incorporate acoustic echo cancelling on all microphone inputs to create superior audio quality for both audio and video calls. A Mix minus will also be incorporated to create a very clear voice presence around the room from each microphone location. Each microphone will be balanced for voice clarity around the entirety of the room. The current microphone and ceiling speakers will be reconfigured to support the mix minus system. A new wireless microphone system that includes (2) lapel and (1) handheld microphones will be provided. Based on room sound levels and acoustics, some speakers may be moved to help create a better sounding environment. Audio Teleconferencing will be provided with the use of a dedicated phone line. An override mute for the audio tele-conferencing phone will be available on the touch panel. The new Audio DSP will feed the audio to the current press-box.

Control System

A new advanced 10” Crestron LAN based touch screen and control system will drive the control aspects of the room providing control of switching, audio levels, call control, and displays. Up to 6 room preset configurations will be provided on a main screen for **“Easy Launch”** of meetings. The features will be mirrored on the 2 10” OFE iPad / tablet devices in the room.

School Board Meeting	County Board Meetings	Quick Presentation
Tax Board of E&R Meeting	Board of Adjustment Meeting	Outside Entity Meetings

Note: Avidex will provide a copy of the Crestron source code to **Brunswick County**

Video for Microsoft Teams and Video Recording System

4 new pan tilt zoom ceiling mounted cameras will be installed to capture the 4 main areas of the room. Their functions will be controlled via the Crestron control system. The camera video will heed 2 quad video processors. 1 will always feed the 4 cameras to an Extron digital video recording device. The second will feed the OFE PC for **Microsoft Teams** video calls. This second quad video processor will have the ability to swap the lectern camera feed with any video feed in the system. This will allow for viewing video feed such as a Blu Ray, VCR tape, or other portable devices within the Microsoft Teams call.

- With a full screen shot of the bench on a 17" monitor the heads will be roughly just less than 1/2" high
- The control system will be programmed for auto camera switching when desired. The microphone being used will “trigger” the camera switch to include
    - Podium camera
    - Left side of bench
    - Middle of bench
    - Right side of bench

Countdown Clock

A new cost savings digital countdown clock will be added with remote control. The numbers will be 6” tall.

OVERVIEW

BASIC FUNCTIONS:

- Display laptop (wired)
- Display in room PC with dual outputs
- Blu Ray / DVD
- OFE VCR
- Audio calls
- Video calls via PC based software client
- Video streaming

SOURCES:

- OFE Laptop
- OFE PC
- Video Camera
- Blue Ray player
- OFE VCR

PROJECTION SYSTEM:

- (1) total displays
    - OFE - Existing
    - Control – touch panel control system

PROJECTION SCREEN:

- (1) total screens

- OFE - Existing
- Control – touch panel control system

NEW SIDE WALLS DISPLAY SYSTEM:

- (2) total displays
  - Manufacturer – Samsung
  - Size – 75”
  - Resolution – 3840 x 2160
  - Orientation – front left and right wall
  - Displays provided by – THS
  - Display type – flat panel
  - Mounting – wall mounted swing arm
  - Control – touch panel control system
  - 15 degree left/right tilt

NEW COUNTDOWN CLOCK

- Wireless remote control

DAIS DISPLAY SYSTEM:

- (13) total displays
  - Manufacturer – Samsung
  - Size – 24”
  - Resolution – 1920x1080
  - Orientation – desk top
  - Displays provided by – THS
  - Display type – flat panel

SOFT VIDEO CONFERENCING:

- PC based conferencing solution
  - Software license – OFE
  - Control – via software PC UI

VIDEO CONFERENCING CAMERAS:

- (4) total PTZ cameras
  - Manufacturer – Leftech
  - Orientation – front of room, left side, right side, rear of room
  - Total cameras – 4 locations
  - Mounting – ceiling mounted
  - Power and backing – none required
  - HDMI extenders – X total, 1 per each camera
  - USB extenders – X total, 1 per each camera
  - Control - touch panel control system
  - Auto camera switching (video follows audio via microphone)

AUDIO CONFERENCING:

- Audio conference interface
  - Manufacturer – Biamp
  - DSP – digital signal processor based
  - Microphones – OFE

- VoIP – voice over IP
- POTS – standard phone line
- Control – touch panel control system

AUDIO VIDEO SWITCHING:

- IP based video solution
  - Matrix switching via IP Video
  - Closed AV LAN
  - Control – touch panel control system

AUDIO SYSTEM:

- Audio system interface
  - DSP – digital signal processor based
  - AVB interface – for future expansion
  - Control - touch panel control system
  - New Audio DSP will feed the audio to the current press-box
  - An override mute for the audio tele-conferencing phone will be available on the touch panel

AUDIO MIX MINUS FUNCTION:

- Audio matrixed from mics across multiple speaker zones
  - 14 microphones x 3 speaker zones
  - DSP – digital signal processor based

MICROPHONES:

- Microphone solution
  - OFE – Existing
  - (2) Wireless Lapel Microphones
  - (1) Wireless Handheld Microphone

SPEAKER SOLUTION:

- Speaker solution and zones
  - OFE - Existing
  - Ceiling speakers

RACK HARDWARE HOUSING – RACK EQUIPMENT:

- OFE - Existing
- Floor standing

OFE EQUIPMENT:

- Costumer provided equipment
  - Laptop
  - PC
  - VCR
  - Displays – 1 projector
  - Mounting – 1 projector mount
  - Projection screen
  - Lectern
  - AV Rack
  - Ceiling speakers
  - Audio amplifiers

CONTROL SYSTEM:

- User interface
    - 10” inch touch screen control system
    - Mounting – table top
    - (2) 10” iPads – OFE - Existing

- (3) displays
    - Manual on & off
    - Auto on – system turn on
    - Auto off – system shutdown

- (1) projection screens
    - Manual up & down
    - Auto down – system turn on
    - Auto up – system shutdown

- Source selections
    - Laptop (wired)
    - PC
    - DVD / Blu Ray player
    - VCR

- Audio conferencing
    - Numeric dialing
    - 6 fixed speed dials, if required

- Audio levels
    - Source volume and mute
    - Microphone levels and mute / privacy
    - Audio call level and mute
    - Video call level and mute

- Conference Cameras
    - Up, down, left, right, and zoom
    - 3 presets for each camera

REMOVE & RECYCLE:

- Items to be removed and recycled
    - 14x Displays
    - Abandoned cable
    - Existing non repurposed equipment

All existing installed cabling, equipment, and displays that will not be repurposed will be removed and recycled as per NC State law / guidelines. The existing AV equipment rack will be utilized for the new install.

Avidex will provide Audiovisual Equipment and Installation Services based on RFP documents (Exhibits A-D) furnished by **Brunswick County** on July 29, 2020 and subsequent RFI responses received on August 17th 2020.

TRAINING & DOCUMENTATION

After installation, Avidex provides customized professional systems training classes on the proper operation of the system, to assure comfort with the installed technologies. Sessions are designed with the "End-User" audience in mind - executive management, system operators, administrative and technical support, or facilities managers. Advanced courses for 'technical staff' or 'train the trainer' programs for support personnel are designed to fit your specific project requirements.

The documentation will include record drawings and manufacturers equipment manuals. These will be delivered as an electronic transmission. The documentation will include any and all information provided to Avidex that comes standard with the equipment from the original manufacturer.

Maintenance manuals for most electronic components are only available to factory certified and trained personnel. Maintenance manuals are not included in final documentation. Optional documentation may be provided as required for additional fees. Optional documentation may include custom written operational manual(s).

WARRENTY - 360˚ SERVICE™ AND SUPPORT

Your proposal includes a (1) Year Essential Support Agreement. We have also priced (2) and (5) year Essential Support.

Agreements Avidex offers a comprehensive service, support, and managed services portfolio with an array of solutions designed to provide **Brunswick County** with superior technical support and customer service. Our 360˚ Support Agreements offer the highest level of support coverage, with all plans including reactive and proactive support level commitments, expedited equipment repair, and an out-of-manufacturer warranty strategy. With remote monitoring and problem resolution capabilities, our 360˚ Service and Support options provide worry-free, managed services.

The Avidex 360˚ Service team consists of technicians, engineers, administrators, and managers all working together to provide you and your organization with the best possible customer support. Utilizing state-of-the-art remote management, analytics tools, and customer/ticket management, the 360˚ Service team ensures a truly professional and reliable service experience.

Avidex is an authorized reseller of key manufacturer's equipment on site at **Brunswick County**. We will streamline and process equipment RMA (Return to Manufacturer Authorization) via next

business day shipping to and from the manufacturer authorized repair center. Under an SLA this service is included.

Repair for in-warranty products will be addressed per the manufacturer warranty provision. Avidex will work with manufacturers for advanced replacement and loaners as available. Repair for out-of-warranty product will follow the manufacturer process. Loaner equipment will be as-is available by the manufacturer or the Avidex loaner fleet. Avidex recommends **Brunswick County** purchase hot spares of critical or commonly deployed equipment, stored on-site, as replacement units. We can work with you to develop this recommended list.

We welcome the opportunity to also review and discuss other maintenance options with **Brunswick County**. Avidex 360º Service plans are summarized below.

360° Coverage	Essential	Advanced	Elite
Help Desk Support Availability	8x5*	24x7	24x7
Priority Call Response Time SLA	4 hours	2 hours	1 hour
Priority On-Site Response Time SLA	2 business days	1 business day	4 business hours*
RMA Management of OEM Hardware	•	•	•
Annual Preventive Maintenance & Reporting	One	One	One
Assigned Service Management with Escalation Access		•	•
On-Site AV Service Assurance Technician	Optional	Optional	Optional
Emergency Loaners for Business Critical Devices			•
The below items: Remote Monitoring, Fault Detection, Analytics & Reporting and Remote Management of Devices may require the implementation of hardware and software applications. Remote Monitoring is not included in this proposal. Notify your Account Executive if you want to add these features to the proposal.			
Remote Monitoring with Fault Detect & Reporting	•	•	•
Remote Monitoring with Fault Diagnoses & Troubleshooting		•	•
AV Solution Analytics & Reporting		•	•
Remote Management of Device Firmware, Configurations & Changes			•

** Standard Business Hours in Pacific Time*

360° Service Help Desk

The Avidex Help Desk consists of a dedicated, full-time team of certified technicians and service professionals. Our Help Desk available via a dedicated toll-free number to report and request technical support for the integrated equipment. The Avidex 360° Service Helpdesk is available Monday – Friday 8:00 AM to 5:00 PM Pacific Time (except for Avidex holidays) or twenty-four hours per day, seven days per week, depending on your selected service level. The 360˚ Service help desk team provides time and material quotes, schedules on-site support visits, and creates preventive maintenance documentation and deliverables for customer review. We also work closely with all manufacturers for timely repair and advance component replacement and escalates performance issues to the appropriate personnel within Avidex, ensuring service tickets are resolved quickly, accurately, and to your satisfaction.

Field Support Group

The Avidex Field Support Group consists of the best factory-trained and certified technicians, engineers, and design engineers available. This group is responsible for resolving your audiovisual problems in the field. Working closely with the 360˚ Help Desk, the Field Support Group provides on-site troubleshooting, problem resolution, and customer training. This group also performs all preventive maintenance and systems certification.

On-Site Dedicated Support Specialists

Avidex provides full-time, part-time, or hourly On-Site Technical Support Specialists who can help with the day-to-day operation, maintenance, and coordination of your existing integrated systems. This group specializes in providing immediate customer support, training, troubleshooting, and problem resolution for all types of presentation and conferencing systems. From state-of-the-art customer briefing centers to campus-wide classroom maintenance programs, Avidex has the solutions to fit your organization's needs.

Training and Documentation

Training will be provided to operational and maintenance personnel at the end of the project. This training will provide users with an understanding of daily system use. The provided training will consist of instruction and hands-on experience with the system. Documentation will include record drawings and manufacturers' equipment manuals. These will be assembled and delivered as an electronic copy. The documentation will include any and all information provided to Avidex that comes standard with the equipment from the original manufacturer. Maintenance manuals for most electronic components are only available to factory certified and trained personnel. Maintenance manuals are not included in final documentation.

TECHNICAL SERVICES

The integration process incorporates the necessary steps to provide a complete, "turn-key" audiovisual solution including equipment, materials, labor and services to complete the systems as outlined within this document. Avidex follows industry-certified and documented processes which have been proven successful in assuring each system will be installed as developed.

AVIDEX PROJECT MANAGEMENT

- Your dedicated Project Manager is responsible for client communication throughout the project duration.
- Coordinate all activities with designated client representative.
- Avidex will participate in meetings as required to complete the project and coordinate with other trades.
- Monitor project implementation.
- Provide scheduling for and oversight of the Avidex team.
- Coordinate project equipment ordering, staging and pre-installation fabrication of equipment for the project.
- Coordinate any site conditions that may necessitate audiovisual system changes.
- Coordinate with any general contractor and/or any specialty contractors related to the audiovisual system integration.
- Coordinate audiovisual system connections and interfaces as they relate to any lighting, electrical, or mechanical systems.
- Verify project completion.
    - Confirm completion of systems testing.
    - Assure completion of any punch list items.

ENGINEERING

- Prepare all system documentation necessary for the installation of the project
- System functional diagrams for initial standards drawings.
- Project as-built documentation will refer to standards functional diagrams to keep CAD fees minimal.
- Control system program requirements if other than standards-based.

- Oversee final systems testing and commissioning.
- Test and debug system
- Adjust and balance system settings.
- Mark and record final system settings.
- Assure the finished system meets the design criteria and functions per the developed content.

CONTROL SYSTEM PROGRAMMING

- Update standards AV control system code.
- Update standards touch panel user interface (UI) pages.
- Test and debug control system.

INTEGRATION LABOR

- Pull, terminate, and label all low voltage cables.
- Install structural mounting systems for all audio visual equipment.
- Mount and terminate all AV connection plates.
- Install all AV equipment.
- Site clean-up and trash disposal, etc.
- Assure that all installed systems are operating as proposed.
- Assist engineering with systems testing and debugging.
- Provide or assist in providing end-user training.

STATEMENT OF COMPLIANCE

January 4, 2021
Brunswick County Commissioners Audio-Visual Upgrade
Bolivia, NC

Dear Brunswick County RFP Project Team,

Avidex submits within our response to the for Discovery and Innovation Audiovisual Systems Request for Proposal (July 19th 2020). Avidex has also outlined our qualifications, collaborative design process, provided examples of successful deployments, and customer references.

I certify that I have read all items of this RFP, fully understand the requirements listed herein, and certify that Avidex and our team of experts meet all the required and described bidder qualifications. I further certify I have reviewed all construction drawings, construction specifications, system description documents, and related contract documents for the Project

and that the Bid submitted is inclusive of all labor, materials and supplies required to deliver the complete operational Audiovisual Systems as specified. Avidex confirms our compliance with all stated Audiovisual Specification bid requirements.

Avidex is a subsidiary of ITOCHU International, Inc., a Fortune Global 500 corporation. ITOCHU International Inc. is the North American flagship subsidiary of ITOCHU Corporation of Japan, which ranks #215 on the Fortune Global 500 list. The ITOCHU worldwide family includes more than 500 companies and businesses in areas as diverse as energy, food, textiles, technology and healthcare.

We look forward to serving **Brunswick County**.

Sincerely,



Mark Cimerro
Account Executive
Avidex Industries LLC
1100 Crescent Green, Suite 200
Cary, NC 27518

QUALICIFATIONS, EXPERIENCE AND APPROACH

Avidex is passionate about delivering innovative AV solutions enabling organizations and enterprises to collaborate, create, and share ideas through the most state-of-the-art audiovisual and unified communication technologies.

Avidex is an award-winning team of AV industry veterans, specializing in the design and integration of innovative, custom, AV, and IT solutions. Our systems incorporate a broad range of cutting-edge technologies to empower our clients to communicate their message effectively. From digital signage to video conferencing, distance learning rooms, and presentation systems, we bring the most user-friendly and effective solutions to our clients.
Avidex is the 5th largest AV integrator in the U.S. Avidex is a subsidiary of ITOCHU International, Inc., a Fortune Global 500 corporation.

In 2004 Proline Audio Visual and Electronic Image Systems' previous owners combined resources to create Avidex. Since then, Avidex has evolved into the preeminent integrator of audiovisual solutions and related services on the West Coast, with projects throughout the US and various global locations. The people of Avidex have a long and successful history of providing the highest levels of service to audiovisual customers. The people at Avidex have the background and knowledge to give you the best possible experience in implementing audiovisual and multimedia technologies to meet your communication goals.

Whether you need conference or boardrooms, large auditoriums, digital signage/wayfinding applications, video walls, specialty/multifunction spaces, or anything in between, you can trust Avidex to create reliable audiovisual and unified communications environments that increase productivity, innovation, and collaboration. We harness the latest cutting-edge technology and best-fit audio, video, acoustic, and lighting solutions for your requirements and environment, so your audiovisual technology works seamlessly.

Avidex core capabilities include: disciplines of:

- Audiovisual Programming
- Asset Management
- Rentals and Staging
- System Design
- Equipment Procurement
- Project Management
- Installation
- Control System Programming
- Digital Sound Processor Programming
- Testing and Commissioning
- Training and Documentation
- Support Agreements

We offer technical expertise and

- Video and Audio Presentation Systems
- Digital and Analog Broadcast
- IP-Enabled Control and Content Delivery
- Audio Conferencing
- Video Conferencing
- Control Systems
- Video Streaming
- Digital Signage
- Theaters / Large Venue Auditoriums
- Paging Systems
- Sound Masking
- Assisted listening

Company Information

Avidex is a wholly-owned subsidiary of Telerent Leasing Corporation. Please feel free to review our Dun & Bradstreet rating or call any of our references.

Bank Reference		
Wells Fargo Bank		Contact: Gloria Nemechek
205 108th Ave NE STE 600		Ph: (425) 450-8097
Bellevue, WA 98004		

Insurance Reference		
Marsh JCS, Inc.		Contact: Thomas P. Laquercia
1166 Avenue of the Americas, 36th floor		Ph: (212) 345-8538
New York, NY 10036		**Policy: Commercial General Liability, Auto, Umbrella**
Arthur J. Gallagher Risk Management Services, Inc.		Contact: Lori E. Staples
901 Battleground Avenue		Ph: (336) 217-5767
Greensboro, NC 27408		**Policy: Workers Comp and Professional Liability**

Company Locations

North Carolina

Cary / 56 Employees
1100 Crescent Green, Suite 200
Cary, NC 27518
Ph: 919.625.0414
General Manager, Kevin Colores

Washington

Bellevue / 57 Employees
13555 Bel-Red Road, Suite 226
Bellevue, WA 98005
Ph: 800.798.0330 / 425.643.0330
Fax: 425.636.0964
General Manager, Pacific Northwest: Michael (Moose) Adams

Spokane / 2 Employees
164 South Washington, Suite 500
Spokane, WA 99201
Ph: 509.455.6873 Fax: 509.455.6874

California

Fremont / 117 Employees
6100 Stewart Avenue
Fremont, CA 94538
Ph: 800.999.8590 / 510.279.7100
Fax: 510.279.7101
General Manager, Northern California Region: Jim Scalise,

DNG/Lake Forest / 131 Employees
20382 Hermana Circle
Lake Forest, CA 92630
Ph: 949.428.66333 Fax: 949.428.63344

Organization and Leadership

Avidex is a leading provider of audiovisual and unified communication solutions offering full design, installation, integration, training, and support services for a wide range of collaborative solutions. Our executive leadership and the hundreds of dedicated Avidex employees make up our industry-leading team. We have the commitment, background, and knowledge to provide our customers with the best possible audiovisual solution experience.

Jeff Davis, CEO

Jeff Davis, Chief Executive Officer, joined Avidex in July of 2018. Before joining Avidex, Jeff served as Chief Operating Officer for global AV integrator AVI-SPL, where he was responsible for providing overall direction and guidance to maximize growth and profitability for the organization. Jeff brings over 20 years of leadership experience to Avidex, having held numerous executive roles at leading public, private, and P.E. backed companies, including Stanley Black & Decker and Tyco/ADT. He is passionate about developing people and organizations to take them “to the next level.” He has extensive experience in managing the restructuring of sales and operations organizations and is highly effective at integrating processes and establishing shared understanding and values. Jeff specializes in post-acquisition integrations, growth strategies, and overall business transformation. During his career, he has developed multiple programs to drive sales and operational excellence.

Shedan J. Maghzi, CTS, Corporate Strategic Advisor

Shedan has been directly involved in the audiovisual industry for over 25 years, overseeing sales, technical services, and operations. Before his tenure with Avidex, Shedan served in regional

management and leadership roles for a national AV firm. Shedan has also served in design, engineering, and project management roles for a Bay Area-based audiovisual and acoustical consulting firm. He is a graduate of San Francisco State University with a degree in Telecommunications.

Jim Colquhoun, CTS-I, CTS-D, ISF-C, Chief Technologist

Jim Colquhoun is the technologist for Avidex. His corporate responsibilities include the technical side of vendor relationships, developing new Avidex product offerings, and assisting in the development of internal programs. Also, Jim is actively involved in direct support of large and complex design projects for key clients.
Jim Colquhoun has been in the AV industry for over 40 years. Jim has an exceptional record of management and operational oversight experience, as well as expertise in the design and integration of communications, AV, and broadcast systems. Before joining Avidex, he was VP of Technical Services for Audio Visual Innovations (AVI) in Tampa, FL., Managing Director for ten MCSi offices, Director of Technical Services for Intellisys Group, and a Senior Manager with Pro Media.

Michael “Moose” Adams, General Manager

Before joining Avidex, Adams held sales leadership positions with Crestron, including the regional director of sales in the Pacific Northeast, growing the dealer channel, enterprise, and education markets. The former Major League Baseball pitcher with the San Francisco Giants has been in the AV industry since 1996 when he joined Chelsea Audio Video as a sales representative. He also served as the branch manager for Tempest Technologies Portland and led the rapid growth of revenues and employees.

Jim Scalise, CTS, General Manager

Jim has been in the audiovisual industry for more than 20 years. Before joining Avidex, Jim served as Director of Technical Service for a leading northwest systems integrator. Jim received a BS in electronic engineering technology from the School of Engineering at California Polytechnic State University, San Luis Obispo. Jim is CTS certified, as well as certified by many manufacturers including Crestron DMC-D & DMC-E, AMX Enova, Extron XTP, Biamp Tesira / Audia / Nexia, ClearOne Audio DSP, BSS London, Shure Advanced Wireless, And many more. He also completed HIPAA Compliance training. Jim also participates in numerous advisory committees for manufactures.

Steve Alexander, Director of Sales

Steve Alexander holds a degree in Advertising and Marketing from the University of Texas and has been in the audio-video and integrated systems industry for over 20 years. Steve has handled and supervised diverse business activities such as training, technical support, enterprise and consultant outreach, sales, and installation. Most recently, before joining Avidex as the Director of Sales, Steve was the Executive Director of Northwest Sales at Crestron for over 10 years. Prior to that, Steve was a Vice President at AMX, a National Sales Manager at Monster Cable, and a Partner of a successful residential systems integration firm.

Trudy Weed, Vice President of Operations

Trudy brings 30 years of experience in serving the needs of customers in the professional video and audiovisual marketplace. Trudy has acted as an operations manager for Proline Industries and other leading northwest systems integrators since 1982. Having extensive audio equipment knowledge, as well as superior executive skills, Trudy brings Avidex to an elite level with high

standards. Trudy stands as a critical link between clients and the sales team, making any business transaction with AV Systems a smooth and efficient one.

Professional Organizations & Affiliations

Avidex is an AVIXA AV Provider of Excellence or APEx. The AVIXA APEx program is a recognition program for AV design and integration companies dedicated to upholding industry excellence by providing quality service to customers. The AVIXA APEx program recognizes companies based on the number of employees holding key industry certifications, including CTS credential, completion of continuing education classes, and positive customer survey responses. APEx providers must also prove that they meet or exceed the requirements within 2 ANSI/AVIXA standards, the Standard Guide for Audiovisual Systems Design and Coordination Processes, and the AV System Performance Verification Standard, to foster better communication between the AV provider and the client.



Avidex holds TelePresence Advanced Authorized Technology Provider (ATP) status from Cisco. The Advanced-level program's goal is to enable partners to market TelePresence Video endpoints, offer targeted infrastructure solutions, and differentiate themselves based on their breadth of unique AV integration skills.

Avidex is proud to be a member of the following organizations:

- Bellevue Chamber of Commerce
- Building Owners & Managers Association (BOMA)
- Cary Chamber of Commerce
- Seattle Chamber of Commerce
- San Jose Chamber of Commerce
- Custom Electronic Design & Installation Association (CEDIA)
- Association of Briefing Program Managers (ABPM)
- Master Builders Association (MBA)
- International Interior Design Association (IIDA)
- National Association for Industrial and Office Parks (NAIOP)
- Meeting Professional International (MPI)
- International Special Events Society (ILEA)
- International Entertainment Buyers Association (IEBA)
- International Communication Industries Association
- International Facilities Management Association (IFMA)
- National Systems Contractors Association (NSCA)
- Washington State Society for Healthcare Engineering (WSSHE)
- PSNI Global Alliance
- AVIXA

Awards and Recognition

Working with Avidex comes with the benefit of working with an award-winning team of AV industry veterans that have designed and integrated thousands of innovative, custom audiovisual and communication solutions. Avidex has achieved many awards of recognition and industry certification for our ongoing dedication to audiovisual integration and design excellence.

For more than 10 years, System Contractor News has been compiling a list of the industry's Top 50 Systems Integrators. Avidex has been named each and every year, and we are currently listed as #5 on the SCN Top 50 Systems Integrators List of 2018. We look forward to continuing our reign as one of the industry's best.

Recent Awards:

- 2013 NSCA Excellence in Business Award
- 2015 Polycom Global Gold Partner Achievement
- 2015 ABPM World Class Center – McKesson San Francisco
- 2015 PSNI Award – Exemplary Performance in Overall Preferred Vendor
- 2016 – current AVIXA AV Provider of Excellence – APEx
- 2008 – current *System Contractor News* - Top 50 Systems Integrators List, currently listed as #9
- 2018 PSNI Award – Exemplary Performance in Employee Engagement
- 2019 Avidex Corporate Strategic Advisor, Shedan Maghazi appointed to PSNI Global Deployment and Oversight Committee
- 2019 Samsung Platinum Partner of the Year Award
- 2019 ABPM World Class Center - VMware

Certifications and Training

Avidex firmly believes in the value of a well-trained team to assure the best support for our clients. Avidex provides extensive and on-going training of our technical, sales, and support teams. In addition to ongoing manufacturer training and certification, the Avidex team participates in industry training such as AVIXA's CTS programs and Project Management Institute's PMP certification. This training enables us to assess and recommend industry best practices and assures our expertise with all major manufacturing lines when considering options for our clients.

Industry associations provide and document standards for best practices, including those registered and managed by the American National Standards Institute (ANSI) and Building Industry Consulting Service International, Inc. (BICSI). The Avidex team not only keeps current on these standards but is directly involved in the development, maintenance, and training others on these standards. Being a part of the development of industry standards keeps the Avidex team at the forefront of the industry.

Certifications held by the Avidex Team

Accordent Trained
AMC ACE Trained
AMX Certified
AMX Control Installer Trained
AMX NAM Programming
AMX Programming Certified
AMX Signal Management Trained
AQ-AV Quality Designer Certified Avaya/RADVision Certified Training
Barco Switcher Certified
BSS Trained
Biamp Tesira SERVER/SERVER-IO
Biamp Tesira Audia Certified
Biamp TesiraFORTÉ Certified
Biamp TesiraLUX Certified

Biamp Vocia Certified
Biamp VoIP Certified
Cambridge Sound Management CASTNet Sales Certification Cedia Certified
Christie Controls Trained
Christie Trained
Cisco SMB-Account Managers
Cisco SMB-Engineers
Cisco Trained-Digital Media
Cisco Trained-Digital Signage
Cisco-Tandberg Certified Sales Training
ClearOne Products Training
ClearOne Video Certified
Crestron Programming
Crestron Certified DMC-D-4K Crestron Certified DMC-D-4K
Crestron Certified DMC-T-4K
Crestron Certified DMC-E-4K
Crestron Certified Audio Technician
CTS, CTS (I) CTS (D) Certified
Da-Lite Projection Trained Digital Projection Trained
eLearning Innovations Certified Electrical Apprentice
Trainee Extron Certified
Extron Trained
Hilti Trained
HIPPA Certified
InfoComm Member Installation Online Trained ISF-C Certified
Jupiter Video Wall Trained Kramer Digital Signage Trained
Lifesize Sales Certified
Lifesize-Mirial Sales and Engineering
LED Certification
Listen Technologies Trained Lutron Lighting Trained
Master Electrician
OSHA Construction Trained
OSHA Trained
PMP Certified
Polycom Mobile Trained
Polycom Certified
Polycom CloudAXIS Trained Polycom Design & Deployment Polycom Fundamentals Trained Polycom Proof of Concept & Design 1
Polycom Room Solutions Trained
Polycom Sales Track Trained
Polycom Sales Trained
Polycom Technical Track Trained Project Management Trained
QSC Q-SYS Level 1 Trained
QSC Q-SYS Level 2 Trained
QSC Q-SYS Control 101 Trained
QSC Q-SYS Control 201 Trained
Revo Labs Certified
RGB Galileo Product Installation
RGB Zio Product Installation
Scala Digital Signage Certification
Shure Axient Certified
Shure Trained
SMART Lync Certified
SMART Room Systems Trained SMART Solutions Sales Trained SONY Certified Sales Training SONY Video Engineer Training SVSI AV Design
TeleTraining Institute Certified (First class
TOA Digital Matrix Mixer Certified
Toshiba Sales Certification
Vaddio Certified
Vaddio Sales Trained

In addition to the certifications Avidex technical staff engages in ongoing education and trainings that are not directly related to certifications.

Our Approach - Phases of Integration

Design/Integration Workflow

Avidex offers the most talented and knowledgeable staff in the industry. Our experienced sales, design, engineering, project management, integration, and support teams provide our customers with the highest quality of service and solutions. Following well-established design/integration practices, Avidex works to fulfill your needs during every phase of the design, procurement, integration, and post-installation support. Throughout the design and integration process, we provide coordination, meeting attendance, provide regular communication on status/action issues, and strive to deliver the highest quality of customer service. The Avidex design/build process includes distinct phases that deliver excellence in integrated solutions.

Programming (needs analysis)

In the Programming phase, Avidex works to understand the requirements of your organization. We start with interviews with all key personnel from your organization. This information aids us in understanding your core business, as well as the technical, logistical, capital needs, communications obstacles, and future technology growth goals. We explore all possible options and develop the design concept that best meets your objectives, both short and long term. An Audiovisual Programming Report will be produced based on the requirements communicated during the interviews. The Programming Report will describe each of the audiovisual systems in the project. Also, the report will include an estimated budget. This budget reflects the anticipated equipment and integration costs to accomplish the capabilities described in the report.

Infrastructure Design

During the Infrastructure Design phase of the project, we work with the architectural and engineering teams to ensure that the building infrastructure is appropriate for the installation of the audiovisual systems developed in the programming phase. We meet with the design team to develop the correct approach to achieve the desired audiovisual systems environment. We participate in all necessary aspects of the design effort and make recommendations for audiovisual systems integration with the architectural and engineering design teams. Our work product will include a summary of infrastructure requirements, including acoustical, electrical, and lighting criteria. Also included will be facilities drawings illustrating audiovisual device locations, electrical drawings reflecting the power pathways and conduit requirements, and any associated details needed for the construction of audiovisual elements. Over the life of your project, we continually review the programming report and budget. If technology changes or design elements require adjustments, these updates were incorporated into the final design.

Systems Design

In the Systems Design phase, we finalize the equipment required to accomplish the documented audiovisual capabilities. Typically, some time has passed since the project inception and beginning the actual systems design phase. We meet with the client and review any technology changes that should be considered before equipment selections are made.

We produce audiovisual systems drawings showing the interconnection of all audiovisual devices. A functional specification is prepared to describe the operational capabilities of the audiovisual systems. An equipment list is prepared, which details every piece of equipment required to complete the audiovisual systems. The prepared equipment list is a stand-alone specification that can be bid. We work with the client and the GCCM to determine the best possible procurement process for the equipment.

Integration

The Integration phase encompasses Avidex coordinating the integration of the audiovisual systems. This phase of the project features both in-shop and site integration tasks. Avidex factory-trained, industry-certified technicians will fabricate, install, field test, and commission systems, while our project managers monitor project schedules and costs, progress reports, and manage technology changes as they occur. Following the installation, our experts provide training and documentation on the proper operation of systems, to assure comfort with the technologies installed.

Control Systems Programming

The programmer is given the Control System design and the touch panel screen concept. The programmer works with the designer to develop the program, which is based on the system

design and touch panel submittal. The programmer develops the control program, loads it into the control system, and tests all aspects of the program to prove it's operational to the design specifications. The programmer will work with the lead installer to solve any equipment control issues. When programming is complete, the programmer, designer, and customer will meet to sign off on the control system.

Testing and Commissioning

Before scheduling the final acceptance, the designer and lead installer will perform complete system testing to include the following items:

1. Video Systems will be tested and documented for proper signal levels and operation with measurement tools as well as observing the display device(s). All video paths are tested from the origination of the signal to the display device. Any discrepancies are corrected before final acceptance.
2. Audio Systems will be tested and documented for proper signal levels and operation using measurement tools and listening to the sound produced. All audio is examined from the origination of the signal to the speakers or audio destination. Assure that each piece of equipment in the audio path is performing at or above the manufacturer's published specifications. Correct any discrepancies found relating to signal quality before final acceptance. Sound System Equalization will be set during the audio system testing using the appropriate test equipment. Control System operation is confirmed during this phase of the job. A final test of control system operation is performed before final acceptance and signed off by the designer. This sign off will is given to the customer in the final documentation. A test report is generated and given to the customer in the final documentation covering each item.

AVIDEX PROJECT REFERENCES

Avidex is proud to serve many higher education institutions, State, County Agencies and Fortune 500 companies as well as small to medium-sized businesses. We work extensively in both the public and private sectors, serving a wide array of markets, including business and industry, education, government, financial and banking, and healthcare. The following pages contain a few notable projects.

Project: Atrium Health (Formally Carolinas Health Care) Charlotte NC– (Mercy Auditorium)

Project Total: $100,000
Project Duration: 1 Month
Completed: March 2020

Contact: Steve Gilmartin (Information and Analytics Services)
Stephen.Gilmartin@atriumhealth.org Office: (704)317-6509 Mobile: (919)-609-0584



Telehealth is Avidex's sister company located in Cary NC. Telehealth designs and delivers interactive touchpoint solutions for better outcomes across the patient care continuum for Atrium Health. When an Audio-Visual upgrade for their Mercy Auditorium arose, trusted Partner Telehealth was consulted. Telehealth engaged Associate Partner Avidex to developed and implemented a full system upgrade for the Atrium Auditorium.
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Upgraded the Atrium Auditorium with:

- Added Audio Tele-Conferencing Audio Upgrade for use with Teams
- Added large flanking displays
- Upgraded VGA system to HDMI with new large HDMI digital switching matrix
- Upgraded control system with new programming and touch panels
- Added 360 Coverage warranty
- Trained Staff

Project: Synopsys – Durham, NC Office Up-Fit 2020

Project Total: $100,000
Project Duration: 2 Month
Contact: John Connolly (IT Manager) Johnconn@synopsys.com (650) 584-4947



For the last 15 Years Avidex has been Synopsys go to audio-visual partner. Avidex has design and built several Audio-Visual systems located throughout Synopsys global footprint. Recently Avidex completed a project that included Conference Rooms and Digital Signage for Synopsys Slater Road Office located in Durham.

- Audio Tele-Conferencing Rooms
- Digital Signage
- Small, Medium and Large Collaboration and Conference Room
- 360 Coverage warranty

Project: Stanford University – Redwood City Campus

General Contractor: Devcon Construction
Project Total: $3.7 million
Project Duration: One Year
Competed: March 2019
Contact: Stephen Pond, spond@stanford.edu

Stanford University built a new campus in Redwood City to relocate roughly 3,500 staff members from the main campus. The project scope consisted of the development of conference room standards and the deployment of technology in approximately 250 spaces in four buildings. All small, medium, and large conference rooms were deployed with integrated video conferencing to facilitate communication between the Palo Alto and Redwood City campuses. Design, implementation, and completion of the project was one year.



UC Berkeley Tolman Hall Seismic Replacement (Berkeley Way West)

Project Total - $1.36 million
Project Duration: One Year
Completion: December 2018
Arash Azarkhish - arash@asquaredps.com, 650-678-9146

Avidex was invited to bid on a design/bid RFP for Berkeley Way West, which is a new academic building. The project replaces the existing Tolman Hall on the core campus of UC Berkeley, a concrete academic building that has a seismic rating of poor and is the campus' most urgent priority for seismic remediation. The new building houses the School of Education and the Department of Psychology, currently housed in Tolman Hall. The new building will also house the School of Public Health. Our biggest challenge was the schedule, a constantly changing move-in date and delays by the General Contractor and Electrical Contractor. Avidex was able to adjust to the schedule and deliver the building on time.

The Avidex engineering team was tasked with designing the AV systems for a Colloquium Room, two large classrooms, six seminar rooms, one seminar room with capture, three large conference rooms, two large meeting room, six medium meeting rooms, eight small meeting rooms, the dean's office and 26 huddle rooms across 5 floors.

The Colloquium room features two Panasonic 12K projectors displaying to two screens. The video system consists of two HD PTZ cameras with the ability to record HD media to the Mediasite RL HD Media Recorder. Audio system features digital wireless mics and Biamp TesiraForte DAN VT with AEC and VoIP. All signal transportation via Crestron DM and Control. Meeting rooms feature Sharp commercial displays, Audio conferencing and ceiling mic arrays and Crestron control. All spaces feature the Crestron Air Media wireless gateway.



PROVISIONS

- All data equipment, jack panels, switches, patch cords, outlets, jacks and cabling supplied by others.
- All network configurations and setup to be provided by others.
- Data network for audio video use to be fully deployed and commissioned before any AV testing and commissioning can be performed
- All AV testing and commissioning schedules are dependent upon data networking readiness.
- All IP addressing schemes or other required naming conventions or any other required information to allow audio video devices to exist on the network to be provided to Avidex prior to AV commissioning.
- All AV cable pathways, junction boxes, floor boxes and wall boxes to be provided by others
- No other equipment included for remote transmitters.
- No lecterns or carts are included
- All structural backing and support for all audio video equipment to be provided by others.
- All electrical power and outlets to be supplied by others.
- Rooms are to be made available for exclusive use on the day(s) of the scheduled installation. Unless specifically arranged in advance, room(s) will be available during Normal Business Hours in eight (8) contiguous hour segments. “Normal Business Hours” are defined as Monday through Friday, 8:00am to 5:00pm.
- Client will provide all electrical outlets floor boxes, conduits and core drills in the area(s) where audiovisual equipment is to be installed as specified by Avidex prior to Avidex beginning on-site work. All grounding and power is provided by other trades.
- Jobsite building structures including ceilings, walls and floors; used to support audiovisual equipment are assumed to be vibration free.
- Client will provide adequate parking for vehicle(s) in a location conducive to access to the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, Client will validate the parking tickets for the vehicle(s). Parking fees will be added to invoices.
- If installation occurs in any room in which suspended ceiling tiles are installed, Client will provide a reasonable number of spare tiles of the same pattern and batch number as those of the tiles already installed in the room.

- Client accepts responsibility for all merchandise sold and provided for this installation, delivered to the job site. Client will provide secure storage for such merchandise. Avidex will not be responsible for any loss or damage, except loss or damage caused by an Avidex employee during the act of installation, which occurs after delivery and acceptance by the client.
- Existing hardware, wiring, programming or configuration files are anticipated to be in good working order. Client shall provide programming and configuration files in editable formats. If, during the installation process, existing hardware, wiring, programming or configuration are found to be defective, the completion date of the project may be affected, and a change order may be required to overcome the obstacle(s) created by such defects.
- Client shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation. If Avidex is to be held responsible for the integrity of such pre- or post-tensioned ceilings or floors, they shall obtain, at Client's expense, one or more x-rays of the area(s) in which mounting hardware is to be attached to structure of the building. Any expense incurred for x-rays shall be passed on to the Client, in the form of a change order or a line item on the purchase contract.
- Any standard merchandise that has been ordered for the job, and is not used as a result of any customer changes to the design, or refused by the client at the time of delivery will be subject to a minimum of 30% of the sales price restocking fees, plus any incurred freight charges. Any custom merchandise will be subject to a 100% of the sales price restocking fee, plus any incurred freight.
- Should Avidex be delayed at any time in the progress of the work, by material changes ordered in the work, by labor disputes, fire, unusual delay in deliveries, construction delays, unavoidable casualties or causes beyond Avidex's control, the agreed upon time for completion shall be extended by Change Order for such reasonable time as the Project manager may determine.
- Such Change Orders may include charges to cover additional costs incurred by Avidex due to the delay.
- Avidex's proposals for installation costs are based upon 8-hour days and 40-hour workweeks, Monday through Friday, between the hours of 8:00AM and 5:00PM. Installation costs for work outside of normal business hours or business days may be subject to overtime rates, when mutually agreed upon in writing.
- Avidex shall make all reasonable efforts to inspect and review the existing project site physical and audiovisual infrastructure conditions. Existing site conditions needing to remain intact, along with the Client or End-User direction for the audiovisual design may result in other required audiovisual infrastructure requirements (raceways, conduit, AC power, structural backing-blocking, structural engineer stamped drawings, etc.) and/or changes to the audiovisual equipment and integration labor, leading to pricing adjustments.
- Freight fees are estimated for ground freight service. Expedited freight, as required by the client, will be prepaid and added to invoices.
- The pricing information provided within this proposal is solely for the benefit of the Client listed on the title page. Award of work to Avidex by a 3rd party will require Avidex credit and contract term review and approval as well as pricing confirmation for the new contract terms.
- The Client will furnish Avidex such financial information as Avidex may reasonably request to establish credit terms for the project. Such financial information shall be proprietary and confidential to the Client. Avidex agrees not to disclose this information to any other party or use the information other than for the internal credit check. Avidex may, at its sole discretion, cancel this agreement at any time if the Client fails to meet credit requirements established by Avidex.
- The Americans with Disabilities Act (ADA) and California Building Code require the provision of Assistive Listening Systems in assembly areas, conference rooms, and meeting rooms.

Hardware and services may be required for ADA-compliance. Client or its contractor should review project requirements for ALS with Avidex for each project to determine if portable or fixed systems are required. ALS hardware, if provided, will be identified in the Equipment List appendix.

- Where applicable, Avidex will provide the Client or End-User with an irrevocable, royalty-free license and full access to control systems and other software source code(s) that have been written by Avidex specifically for this project. All software program(s) or code(s) will be provided with an explicit understanding that no modification, no duplication, nor distribution of the software by the Client or End-User shall be allowed. Software source code modifications by the Client or End-User, resulting in audiovisual systems malfunction shall be the responsibility of the Client or End-User to remedy.
- Changes in project scope and timeline may require additional hardware, equipment and labor may be necessary to complete the project. These additions will be considered change orders. Avidex will notify the Client in writing if Avidex determines an increase or decrease in the project fees or timeline will be required. Change orders will include a change request number, reason for the change request, narrative description of the modified scope of work, schedule and cost impact. The Client will provide written approval to proceed with the change and any needed updated purchase order or signed agreement as a record for both organizations. Should the Client in whole cancel project in whole or in part, prior to final completion, the Client agrees to pay Avidex for all reasonable costs incurred to date and/or to bring the project to an acceptable close.

WORK & PRODUCTS PROVIDED BY OTHERS (EXCLUSIONS)

- All required architectural floor, reflected ceiling, building elevation, and section plans in an agreed upon AutoCAD format at no charge to Avidex.
- Any and all related electrical work, including but not limited to 110VAC, conduit, raceway, and boxes. This includes all conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- All network connectivity, routing, switching and port configuration necessary to support audiovisual equipment, unless specifically addressed elsewhere in this document.
- All data equipment, jack panels, switches, patch cords, outlets, jacks and cabling supplied by others.
- All network configurations and setup to be provided by others.
- Data network for audio video use to be fully deployed and commissioned before any AV testing and commissioning can be performed
- All AV testing and commissioning schedules are directly tied to data networking readiness.
- All IP addressing schemes or other required naming conventions or any other required information to allow audio video devices to exist on the network to be provided to Avidex prior to commissioning.
- Voice and data infrastructure and systems.
- Necessary sheet rock replacement and or repair.
- Necessary ceiling tile or T-bar modifications, replacement, and/or repair.
- All millwork, moldings, trim, lecterns etc., or modifications to project millwork necessary to accommodate the installation of the audiovisual equipment unless otherwise noted in this proposal.
- Rough-in, bracing, framing, or finish trim carpentry for installation.
- Backing required to support wall mounted equipment including display, loudspeakers, camera, et cetera.
- Painting, patching or finishing of architectural surfaces.

- Core drilling and/or concrete saw cutting.
- HVAC, plumbing, sprinkler head, and lighting fixture relocation.
- Ceiling, roof, firewall, and/or floor penetration(s).
- Removal or patching, of fire stopping.
- Structural welding, cutting, or reinforcement of structural steel members required for support of assemblies.
- All structural attachments at the deck to be provided by others.
- Wet Stamp requirements will be presented as a change order and not included in proposal.
- Work in asbestos treated areas and asbestos abatement. If asbestos is discovered during our work, Avidex will notify Client and will stop work until asbestos abatement work is completed by Client or its contractor.
- Any subscription services, cabling, and equipment.
- Provision and configuration of client furnished computers and software.
- Acquisition of permits.
- All Union Labor unless specifically addressed separately in proposal pricing.
- In room shelves for transmitters are excluded from scope.

PAYMENT TERMS

All Projects require a mobilization fee of 30% of the overall proposed contract total in order to initiate the order. Mobilization fees are due upon Receipt. This proposal is valid for 60 days from the date appearing on the cover page.

Refer to Appendix A – Audiovisual Pricing Bill of Materials (BOM) pricing summary for detailed equipment and technical services breakdown.

- Monthly progress invoices will be issued with net 30-day terms.
- The 360° Service Plan will be invoiced annually, in advance or at the date of commencement.
- Freight and sales tax will be added to invoices based on current tax rates as required by state law on the invoice date.
- Avidex reserves the right to charge for stored materials and/or equipment.
- Avidex reserves the right to charge a 1.5% fee for late payment of invoices.

SUMMARY

Avidex looks forward to reviewing this proposal and how Avidex will deliver outstanding audiovisual integration services to **Brunswick County**.

Submitted by: Avidex Industries, LLC

Name: Mark Cimerro Signature: 

Date: January 4, 2021

Attachments:

Integrated Systems Terms & Conditions
Brunswick County RFP including Exhibit AEXHIBIT A: Price Summary Schedules

EQUIPMENT AND MATERIALS	$41,983.00
MANUFACTURER EQUIPMENT AND SOFTWARE MAINTENANCE	$0.00
TECHNICAL SERVICES - includes audiovisual engineering, offsite and on-site installation and wiring, coordination and supervision, testing, checkout, owner training and New System Warranty. This proposal includes **non-union** labor for all activities.	$32,568.00
GENERAL & ADMINISTRATIVE	$1,066.00
360° SERVICE PLAN - 1 Year Advanced Plan	$5,994.00
PROJECT SUBTOTAL	$81,611.00
SHIPPING ESTIMATE - Applicable shipping charges will be added to invoices	$1,258.00
PROJECT DISCOUNT with purchase of a 360° Service Plan	($1,280.00)
SALES TAX ESTIMATE Applicable sales tax will be added to invoices based on current tax rates on the invoice date as required by state law	$0.00
ESTIMATED PROJECT TOTAL	**$81,589.00**
EXTENDED PROJECT TOTAL	**$81,589.00**

Optional Year (2) 360° Advanced SERVICE PLAN to be invoice upon renewal	**$5994.00**
Optional Year (3) 360° Advanced SERVICE PLAN to be invoice upon renewal	**$5994.00**

BOM

Manufacturer	Item Code	Description	Qty	OFE	Unit Price	Ext. Total
Samsung	BE75T-H	75" LCD - 3840 x 2160 - Edge LED - 250 Nit - 2160p - HDMI - USB - Wireless LAN - Ethernet - Titan Gray TV CRYSTAL UHD 250NIT 16/7 3YRS	2		$ 1,118.00	$ 2,236.00
Crimson	RSA90	Articulating mount for large-format 70 to 90	2		$ 271.00	$ 542.00
Creston	DM-NVX-D30	DM NVX® 4K60 4:4:4 HDR Network AV Decoder	2		$ 723.00	$ 1,446.00
					$ -	$ -
Samsung	S24E650PL	27in, 16:9, 1920x1080, fully adjustable stand, VGA, HDMI, DP, 3 yr wrty/Black	13		$ 215.00	$ 2,795.00
Creston	DM-NVX-D30	DM NVX® 4K60 4:4:4 HDR Network AV Decoder	1		$ 723.00	$ 723.00
Creston	HD-DA8-4KZ-E	1:8 HDMI® Distribution Amplifier w/4K60 4:4:4 & HDR Suppor	2		$ 556.00	$ 1,112.00
					$ -	$ -
OFE	Projector	OFE Projector & 90" Display	2		$ -	$ -
Creston	DM-NVX-D30	DM NVX® 4K60 4:4:4 HDR Network AV Decoder	2		$ 723.00	$ 1,446.00
					$ -	$ -
					Display Total	**$10,300.00**

Manufacturer	Item Code	Description	Qty	OFE	Unit Price	Ext. Total
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
OFE	Laptop	OFE Laptop - Lectern	1		$ -	$ -
TBD	TBD	Blu Ray / DVD	1		$ 112.00	$ 112.00
OFE	VCR	OFE VCR	1	YES	$ -	$ -
THS	TBD	DVD / VCR to HDMI converter	2		$ 89.00	$ 178.00
Creston	HD-MD4X1-4K-E	4x1 4K HDMI® Switcher	1		$ 389.00	$ 389.00
Creston	DM-NVX-E30	DM NVX® 4K60 4:4:4 HDR Network AV Encoder	1		$ 723.00	$ 723.00
					$ -	$ -
OFE	PC	OFE PC - Dais	2		$ 1,112.00	$ 2,224.00
Creston	DM-NVX-E30	DM NVX® 4K60 4:4:4 HDR Network AV Encoder	2		$ 723.00	$ 1,446.00
Creston			1		$ -	$ -
					$ -	$ -
THS	TBD	Camera tile bridge	4		$ 45.00	$ 180.00
Leftek	TBD	PTZ Camera 1080P HD-TVI/CVI/AHD/960H 5x zoom	4		$ 223.00	$ 892.00
THS	TBD	CVBS AHD TVI CVI to HDMI Video Signal Converter	4		$ 112.00	$ 448.00
DigitaLinx	DL-HD24A-H2	2x4 HDMI Distribution Amp / Splitter	4		$ 223.00	$ 892.00
					$ -	$ -
J-Tech	MV41	Quad window processor	2		$ 223.00	$ 446.00
Crestron	HD-MD6X2-4K-E	6x2 4K HDMI® Switcher	1		$ 612.00	$ 612.00

Extron	60-1488-01	MediaPort 200 - HDMI and Audio to USB Scaling Bridge	1		$ 1,773.00	$ 1,773.00
Extron	60-1324-11	SMP 351 - Standard Version – 400 GB SSD	1		$ 3,995.00	$ 3,995.00
					$ -	$ -
					Video Total	**$14,310.00**

Manufacturer	Item Code	Description	Qty	OFE	Unit Price	Ext. Total
Creston	DM-NVX-D30	DM NVX® 4K60 4:4:4 HDR Network AV Decoder	1		$ 723.00	$ 723.00
OFE	Audio System	OFE Audio System	1	YES	$ -	$ -
Biamp	Forte AVB VT	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface	1		$ 2,222.00	$ 2,222.00
Biamp	Forte AVB CI	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, and AEC technology	1		$ 2,055.00	$ 2,055.00
Biamp	Tesira EX-UBT	PoE AVB/USB expander with Bluetooth® wireless technology	1		$ 389.00	$ 389.00

Biamp	TesiraCONNECT TC-5D	5-port expansion device with AVB to Dante Bridging	1		$ 889.00	$ 889.00
					$ -	$ -
Shure	QLXD24/SM58-H50	System with QLXD2/SM58 Handheld Transmitter	1		$ 888.00	$ 888.00
Shure	QLXD14/85-H50	Wireless system WL185 Lavalier Microphone	2		$ 957.00	$ 1,914.00
Shure	UA844+SWB/LC	Five-Way Active Antenna Splitter	1		$ 366.00	$ 366.00
Shure	UA834WB	Active Antenna Amplifier	2		$ 133.00	$ 266.00
					Audio Total	**$9,712.00**

Manufacturer	Item Code	Description	Qty	OFE	Unit Price	Ext. Total
OFE	iPad	OFE - iPad	2	YES	$ -	$ -
Crestron	TSW-1060-B-S	10.1 in. Touch Screen, Black Smooth	1		$ 1,334.00	$ 1,334.00
Crestron	TSW-1060-TTK-B-S	Tabletop Kit for TSS-10 and TSW-1060, Black Smooth	1		$ 139.00	$ 139.00
Crestron	CP3N	3-Series Control System	1		$ 1,445.00	$ 1,445.00
					$ -	$ -
DCD	DC-60T-DN-W-IN	RF-Wireless Remote Controlled, Digital Countdown Timer-Clock, 6 Inch Digits	2		$ 682.00	$ 1,364.00
					Control Total	**$4,282.00**

Manufacturer	Item Code	Description	Qty	OFE	Unit Price	Ext. Total
OFE	Rack	OFE AV Rack	1		$ -	$ -
OFE	Removal	Removal of Existing equipment and cable	1		$ -	$ -
					$ -	$ -
					Rack and Accessories Total	**$-**

Manufacturer	Item Code	Description	Qty	OFE	Unit Price	Ext. Total
Avidex	JBDM1000	Direct Materials	1		$ 443.00	$ 443.00
Avidex	JBIM1000	Indirect Materials	1		$ 472.00	$ 472.00
Avidex	JBEQ1000	Misc Equipment Allowance			$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
Windy City Wire	CAT6P-BLK	(CAT6 UN) - 23 AWG 4 Pair Bare Copper, Non-Shielded Plenum Rated Category 6	1		$ 258.00	$ 258.00
Ideal	85-375	CAT6 Connector, QTY 25	1		$ 18.00	$ 18.00
Legrand	CG40413	C2G 3.5MM M/M STEREO AUDIO CABLE 6'	2		$ 3.00	$ 6.00
Legrand	CG56783	6ft High Speed HDMI® Cable with Ethernet - 4K 60Hz	20		$ 7.00	$ 140.00
Legrand	CG50611	12ft High Speed HDMI® Cable with Ethernet - 4K 60Hz	10		$ 9.00	$ 90.00
RDL	TX-J2	Unbalanced to Balanced Line Converter and Summing Adapter	1		$ 58.00	$ 58.00
Crimson	HT6	Toggle Bolts - 6 pack	2		$ 13.00	$ 26.00

Legrand	CG50606	1.5ft High Speed HDMI® Cable with Ethernet - 4K 60Hz	12		$ 5.00	$ 60.00
Windy City Wire	RG6P-BLK	RG 6/U Plenum, 18 AWG Copper Covered Steel	1		$ 356.00	$ 356.00
Windy City Wire	18-02P-BLK	(70V) - 18 AWG 2 Conductor Bare Copper, Non-Shielded Plenum UL Listed C(UL)US CMP	1		$ 123.00	$ 123.00
Ideal	89-2048	RG6 to BNC compression	1		$ 39.00	$ 39.00
TBD	TBD	12V power supply	1		$ 167.00	$ 167.00
USR	USR-TCP232-306	IP to RS485 converter	1		$ 56.00	$ 56.00
TBD		Camera Power Supply	1		$ 112.00	$ 112.00
Legrand	CG50606	1.5ft High Speed HDMI® Cable with Ethernet - 4K 60Hz	10		$ 5.00	$ 50.00
Legrand	CG56782	3ft High Speed HDMI® Cable with Ethernet - 4K 60Hz	10		$ 6.00	$ 60.00
Legrand	CG40413	C2G 3.5MM M/M STEREO AUDIO CABLE 6'	2		$ 3.00	$ 6.00
CablesOnline	PL-CN13-2	3.5mm Stereo Male Plug to 3-Screw Terminal Block (2Pk)	1		$ 10.00	$ 10.00
Luxul	AMS-4424P	AV SERIES 26-Pt PoE+ GbE STKBLE Mgd Sw	1		$ 829.00	$ 829.00
					Misc. Materials Total	**$3,379.00**

Request Info	
Type	Budget Amendment
Description	Chambers audio visual upgrade
Justification	Board Meeting 3/1/21-Appropriate local option sales tax of $32,000 for commissioner's chambers audio visual upgrade from Avidex.
Originator	Tiffany Rogers

Items							
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr	
100000	323100	General Revenues	Local Op Sales Tax 1% 39 Co	32000	Increase	Credit	
104210	439900	Management Information Service	Contract Services	32000	Increase	Debit	

Total	
Grand Total:	64000

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 1, 2021

Action Item # IX. - 1.
Closed Session

From:
Andrea White

Issue/Action Requested:
Request that the Board of Commissioners enter into Closed Session pursuant to NCGS 143-318.11(a)(1) to approve closed session minutes, 143-318.11(a)(3) to consult with the attorney, and 143-318.11(a)(6) to discuss personnel.

Background/Purpose of Request:

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners enter into Closed Session pursuant to NCGS 143-318.11(a)(1) to approve closed session minutes, 143-318.11(a)(3) to consult with the attorney, and 143-318.11(a)(6) to discuss personnel.